

**SUMMARY PLAN DESCRIPTION**

**FOR THE**

**I.B.E.W. LOCAL 683 PROFIT SHARING ANNUITY PLAN**

*As of May 2019*



**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**I.B.E.W. LOCAL 683 PROFIT SHARING ANNUITY PLAN**

**BOARD OF TRUSTEES**

**UNION TRUSTEES**

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

**EMPLOYER TRUSTEES**

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

**ADMINISTRATIVE MANAGER**

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 COUNSEL**

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

**May 2019**

## I.B.E.W. LOCAL 683 PROFIT SHARING ANNUITY PLAN

May 2019

To All Annuity Plan Participants:

We are pleased to present you with this booklet describing the provisions of the I.B.E.W. Local 683 Profit Sharing Annuity Plan (hereinafter "Plan" or "Annuity Plan"). The Annuity Plan first went into effect on June 4, 1984. This booklet includes Annuity Plan provisions which have been adopted through April 30, 2019.

We urge you to read this booklet carefully in order to become familiar with the provisions of the Annuity Plan.

Please understand that this booklet provides only a general explanation of the Annuity Plan, and does not cover all of the details of the Annuity Plan. This explanation does not change, expand, or otherwise interpret the terms of the Annuity Plan. Your rights can be determined only by referring to the full text of the Annuity Plan. The provisions described in this booklet took effect at different times, but all of them are in effect as of May 1, 2019.

The Annuity Plan described in this booklet is for employees who were working in Covered Employment on or after May 1, 2019. If you terminated covered employment or retired prior to that date, your rights are determined in accordance with the terms of the Annuity Plan then in effect.

Only the full Board of Trustees is authorized to interpret the Annuity 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 neither interpret this Plan nor act as an agent of the Board of Trustees. **Should you have any questions regarding the Annuity Plan, please direct your questions to the Plan's Administrative Manager at the Fund Office.**

We suggest that you share this booklet with your family since they may have an interest in the Annuity 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
<b>I. INTRODUCTION.....</b>	<b>1</b>
<b>II. ADMINISTRATIVE.....</b>	<b>2</b>
<b>A. What Is The Name Of The Plan?.....</b>	<b>2</b>
<b>B. What Are The Names And Addresses Of The Employers? .....</b>	<b>2</b>
<b>C. What Is The Name And Address Of The Administrator?.....</b>	<b>2</b>
<b>D. Who Is The Administrative Manager That Handles The Day-to-Day     Operations Of This Plan?.....</b>	<b>2</b>
<b>E. What Numbers Are Assigned To The Plan? .....</b>	<b>2</b>
<b>F. What Type Of Plan Is This?.....</b>	<b>2</b>
<b>G. What Is The Plan Year? .....</b>	<b>3</b>
<b>H. What Type Of Administration Is Used For The Plan Assets? .....</b>	<b>3</b>
<b>I. Who Administers The Plan? .....</b>	<b>3</b>
<b>J. Who Are The Attorneys For The Fund And Agent For Service Of     Process?.....</b>	<b>4</b>
<b>K. Who Is The Custodian Of The Assets For The Plan And Keeps     Track Of The Investments? .....</b>	<b>4</b>
<b>L. What Is The Effective Date Of The Plan? .....</b>	<b>4</b>
<b>M. What Is The Effective Date Of The Restated Plan? .....</b>	<b>5</b>
<b>N. What Is The Effective Date Of The Summary Plan Description? .....</b>	<b>5</b>
<b>O. Who Pays For The Benefits Provided By The Plan?.....</b>	<b>5</b>
<b>III. PARTICIPATION.....</b>	<b>5</b>
<b>A. Who Is Eligible To Participate In This Plan? .....</b>	<b>5</b>
<b>B. When Do I Become A Participant?.....</b>	<b>6</b>
<b>C. How May My Participation In The Plan Be Terminated? .....</b>	<b>6</b>
<b>D. If My Active Participation In The Plan Is Terminated, May My Active     Participation In The Plan Be Recommended?.....</b>	<b>7</b>
<b>E. Does This Plan Permit An Employer To Elect Coverage Of Its     “Alumni” Employees? .....</b>	<b>7</b>
<b>IV. BENEFITS.....</b>	<b>8</b>
<b>A. When Can I Retire? .....</b>	<b>8</b>
<b>B. How Long May I Leave Money In My Credit Account? .....</b>	<b>9</b>
<b>C. When Will My Benefit Payments Commence? .....</b>	<b>9</b>
<b>D. May I Work Beyond My Normal Retirement Date? .....</b>	<b>9</b>
<b>E. What Is My Normal Retirement Benefit?.....</b>	<b>9</b>
<b>F. When Do My Benefits Become Vested? .....</b>	<b>9</b>
<b>G. What If I Leave Before I Retire? .....</b>	<b>10</b>
<b>H. What If I Become Totally and Permanently Disabled?.....</b>	<b>10</b>
<b>I. How Is Total And Permanent Disability Defined? .....</b>	<b>11</b>
<b>J. How Do I Submit A Claim For Benefits Due To Total And     Permanent Disability? .....</b>	<b>11</b>
<b>K. How Do I Appeal To The Board of Trustees? .....</b>	<b>14</b>

V.	DISTRIBUTION OF BENEFITS. ....	16
A.	How Are My Retirement Benefits Paid To Me?.....	16
1.	Forms of Distribution.....	16
2.	Mandatory Cashout of Benefits. ....	17
B.	When Are My Retirement Benefits Paid To Me? .....	17
VI.	BENEFITS PAYABLE AT DEATH.....	17
A.	In The Event Of My Death, Who Will Be Entitled To The Benefits In My Credit Account? .....	17
B.	What Death Benefits Are Payable If I Should Die After Commencing My Benefit Payments? .....	19
C.	What Death Benefits Are Payable If I Should Die Prior To My Commencing Benefit Payments? .....	19
VII.	CONTRIBUTIONS AND ALLOCATIONS. ....	20
A.	Who Makes Contributions To My Credit Account?.....	20
B.	What Happens If The Employer For Which I Work Does Not Make Contributions To The Trust Fund For The Hours I Worked? ...	20
C.	Can An Employer Ever Recover A Contribution It Has Made? .....	21
D.	How Is The Value Of My Credit Account Determined? .....	21
E.	How Are Investment Earnings And Losses Allocated To My Credit Account? .....	21
F.	How Is The Value Of My Credit Account Determined When A Distribution Is Made? .....	22
G.	Can My Distribution from the Plan Be Directly Rolled Over Into An Individual Retirement Account Or Another Retirement Plan? .....	22
H.	May I Make Rollover Contributions To My Credit Account? .....	23
I.	What Happens If I Enter United States Military Service? .....	23
VIII.	HARDSHIP WITHDRAWALS. ....	24
A.	What Is A Hardship Withdrawal?.....	24
B.	Who Makes The Determination Of Financial Hardship?.....	25
C.	Are There Limits On The Frequency, Number, And Amount Of A Hardship Withdrawal? .....	26
D.	What Are Valid Reasons To Obtain A Hardship Withdrawal?.....	26
E.	How Does A Hardship Withdrawal Affect Your Eligibility To Have Employer Contributions At The Plan B Rate? .....	27
F.	What Happens If A Hardship Withdrawal Is Determined To Be Fraudulent? .....	27
IX.	PLAN LOANS.....	27
A.	May I Borrow Money From The Plan? .....	27
B.	How Do I Make A Request For A Loan? .....	28
C.	Are There Any Limitations As To Whether I Am Entitled To Make An Application For A First Loan, Or For Another Loan If All My Previous Loans Have Been Repaid? .....	28
D.	What Are The Terms And Conditions Of Loans? .....	28

<b>X.</b>	<b>PARTICIPANT-DIRECTED INVESTMENTS.....</b>	<b>30</b>
	<b>A. May I Direct The Investment Of My Vested Account Balance?.....</b>	<b>30</b>
	<b>B. When May I Elect Participant-Directed Investing?.....</b>	<b>30</b>
	<b>C. If I Elect Participant-Directed Investing, May I Return To Trustee- Managed Investing? .....</b>	<b>31</b>
	<b>D. What Procedures Apply To The Administration Of Participant- Directed Investments? .....</b>	<b>31</b>
<b>XI.</b>	<b>DOMESTIC RELATIONS ORDER.....</b>	<b>32</b>
	<b>A. What Is A Qualified Domestic Relations Order? .....</b>	<b>32</b>
	<b>B. How Are Expenses Relating to a Qualified Domestic Relations Order Allocated?.....</b>	<b>33</b>
<b>XII.</b>	<b>CLAIMS PROCEDURE – NON-DISABILITY BENEFITS. ....</b>	<b>34</b>
	<b>A. How Do I Make A Claim For Non-Disability Benefits? .....</b>	<b>34</b>
	<b>B. When Will I Be Notified About My Application?.....</b>	<b>34</b>
	<b>C. What Information Will Be Contained In My Notice?.....</b>	<b>35</b>
	<b>D. What Information Will I Receive If My Benefits Are Denied? .....</b>	<b>35</b>
	<b>E. How May I Appeal An Adverse Decision By The Board Of Trustees?.....</b>	<b>35</b>
	<b>F. What Procedures Are Followed At The Full Hearing Before The Board of Trustees?.....</b>	<b>36</b>
	<b>G. When Will I Receive A Decision From The Board of Trustees?.....</b>	<b>37</b>
<b>XIII.</b>	<b>MISCELLANEOUS PROVISIONS. ....</b>	<b>37</b>
	<b>A. Is My Credit Account Protected From Creditors Or Assignment? ....</b>	<b>37</b>
	<b>B. May The Terms Of The Plan Be Amended? .....</b>	<b>38</b>
	<b>C. What Are My Rights In The Event That The Plan Is Either Totally Or Partially Terminated? .....</b>	<b>38</b>
	<b>D. May The Board Of Trustees Enter Into Reciprocal Agreements?.....</b>	<b>39</b>
	<b>E. Are The Benefits Of The Plan Insured? .....</b>	<b>40</b>
	<b>F. Does The Plan Have The Right To Recover Benefits That Have Been Overpaid Because of Dishonesty or Error?.....</b>	<b>40</b>
	<b>G. What Records Are Used In Determining My Eligibility For Benefits? .....</b>	<b>41</b>
<b>XIV.</b>	<b>ERISA RIGHTS.....</b>	<b>41</b>
	<b>A. What Rights Do I Have Under The Employee Retirement Income Security Act?.....</b>	<b>41</b>
	<b>B. May I Receive Additional Assistance In Resolving A Dispute? .....</b>	<b>42</b>

## I. INTRODUCTION.

This booklet, distributed in May 2019, is designed to describe the benefits available to you under the **I.B.E.W. LOCAL 683 PROFIT SHARING ANNUITY PLAN**. It is intended that the information provided in this booklet 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, the terms of the Plan will govern.**

This Plan is maintained pursuant to various collective bargaining agreements (hereinafter "Agreement") between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 683 (hereinafter "Union") and the COLUMBUS DIVISION OF THE CENTRAL OHIO CHAPTER OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC. (hereinafter "Association"). Copies of these Agreements are available for your examination at the Union Hall, and Participants and their Beneficiaries may also obtain a copy of the Agreements for a reasonable charge by writing to: BOARD OF TRUSTEES, I.B.E.W. LOCAL 683 PROFIT SHARING ANNUITY PLAN, 6525 Centurion Drive, Lansing, Michigan 48917-9275.

This Plan can be most important in building your future financial security, and you are urged to familiarize yourself thoroughly with the details highlighted in this Summary so that you can maintain your interest in the Plan.

### **SPECIAL NOTICE!**

**IT IS EXTREMELY IMPORTANT THAT YOU KEEP THE FUND OFFICE INFORMED OF ANY CHANGES IN ADDRESS, MARITAL STATUS OR ANY DESIRED CHANGE IN BENEFICIARY. THIS IS YOUR OBLIGATION, AND FAILURE TO FULFILL THIS OBLIGATION COULD JEOPARDIZE YOUR ELIGIBILITY FOR BENEFITS.**

**THE IMPORTANCE OF HAVING 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 CHANGES TO THE PLAN AND OTHER DEVELOPMENTS AFFECTING YOUR INTERESTS UNDER THE PLAN.**

## **II. ADMINISTRATIVE.**

### **A. What Is The Name Of The Plan?**

The formal name of the Plan is the "I.B.E.W. LOCAL 683 PROFIT SHARING ANNUITY PLAN." However, for purposes of this Summary, it will be referred to as the "Annuity Plan" or "Plan."

### **B. What Are The Names And Addresses Of The Employers?**

The Annuity Plan is a multiemployer plan as that term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), and numerous Employers contribute to it. It would not be practical to list all the Employers here; however, upon written request to the Plan Administrator, you will receive information as to whether a particular Employer is contributing to the Annuity Plan, and if so, its address.

### **C. What Is The Name And Address Of The Administrator?**

Board of Trustees  
I.B.E.W. Local 683 Profit Sharing Annuity Plan  
939 Goodale Boulevard  
Suite 100  
Columbus, Ohio 43212

### **D. Who Is The Administrative Manager That Handles The Day-to-Day Operations Of This Plan?**

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

Questions pertaining to your benefits or the Annuity Plan should be directed to the Administrative Manager.

### **E. What Numbers Are Assigned To The Plan?**

The Employer Identification Number ("EIN") assigned by the Internal Revenue Service to the Board of Trustees is 34-1442087, and the Plan number for purposes of identification is 002.

### **F. What Type Of Plan Is This?**

The Plan is a defined contribution plan. Under a defined contribution plan, each Employer makes contributions to the Plan based upon the hourly rate set forth in the

Collective Bargaining Agreement in effect at the time the contribution is due. The amount contributed by an Employer is credited to your **Credit Account**. Your Credit Account is the account that is created and maintained for you by the Trustees for accounting purposes. Your Credit Account will be credited with the amounts contributed by your Employer on your behalf and with any earnings, losses or expenses on such contributions.

**G. What Is The Plan Year?**

The Plan Year is a twelve (12) month period beginning January 1 and ending the following December 31.

**H. What Type Of Administration Is Used For The Plan Assets?**

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.

The Plan's assets are held by one or more custodians. One custodian, Fidelity Investments ("Fidelity"), has been retained to perform some of the administrative duties, including recordkeeping for your investments and your earnings or losses on those investments, with respect to the Participant-directed investment portion of the Plan's assets. A second custodian, J.P. Morgan Chase, has been retained to perform some of the administrative duties with respect to the Trustee-managed portion of the Plan's assets. Questions pertaining to Participant-directed investments should be directed to Fidelity, and questions pertaining to Trustee-managed investments or the Plan itself should be directed to the Fund Office. See K. below for more information concerning the custodians.

**I. Who Administers The Plan?**

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

UNION TRUSTEES

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

EMPLOYER TRUSTEES

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

Correspondence can be sent to the Board of Trustees at I.B.E.W. Local 683 Profit Sharing Annuity Plan, 6525 Centurion Drive, Lansing, Michigan 48917-9275.

**J. Who Are The Attorneys For The Fund And Agent For Service Of Process?**

Allotta | Farley Co., L.P.A.  
2222 Centennial Rd.  
Toledo, Ohio 43617  
Phone (419) 535-0075  
Fax (419) 535-1935  
Website: [www.allottafarley.com](http://www.allottafarley.com)

In addition, service of process may be made upon the Plan Administrator.

**K. Who Is The Custodian Of The Assets For The Plan And Keeps Track Of The Investments?**

For Participant-directed investments the Custodian is:

Fidelity Investments  
P.O. Box 770002  
Cincinnati, Ohio 45277-0090  
Phone 1-866-84UNION (1-800-848-6466)  
<http://fidelity.com/atwork>

For Overnight Delivery:  
Fidelity Investments  
100 Crosby Parkway KC1E  
Covington, Kentucky 41015

For Trustee-managed pooled investments the Custodian is:

J.P. Morgan Chase  
100 East Broad Street  
Columbus, Ohio 43215

Questions should be directed to:

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

**L. What Is The Effective Date Of The Plan?**

The Annuity Plan was established effective June 4, 1984.

**M. What Is The Effective Date Of The Restated Plan?**

The Annuity Plan was amended and restated effective January 1, 2014. On December 4, 2015, the Internal Revenue Service issued a favorable determination letter on the amended and restated Annuity Plan's status as a tax-qualified retirement plan under Section 401(a) of the Internal Revenue Code for changes that are legally required by the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), with technical corrections made by the Job Creation and Worker Assistance Act of 2002 ("JCWAA"), the Pension Funding Equity Act of 2004 ("PFEA"), the American Jobs Creation Act of 2004 ("AJCA"), the Katrina Emergency Tax Relief Act of 2005 ("DETRA"), the Pension Protection Act of 2006 ("PPA '06"), and the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act.

**N. What Is The Effective Date Of The Summary Plan Description?**

This Summary Plan Description reflects Annuity Plan provisions which have been adopted through April 30, 2019.

**O. Who Pays For The Benefits Provided By The Plan?**

The benefits provided by the Annuity Plan are funded solely by Employer contributions that are required, either by the collective bargaining agreement between your Employer and the Union or by a participation agreement between your Employer and the Board of Trustees. You are not required to make contributions to the Plan. At the present time, the Plan does not allow voluntary employee contributions, except for Rollover and Transfer Contributions from other qualified pension plans as permitted by the Plan and elective contributions under Plan B in accordance with Section A of Section VII below.

**III. PARTICIPATION.**

**A. Who Is Eligible To Participate In This Plan?**

You are eligible to participate in and receive benefits from the Plan if you work for an Employer which has been accepted as a contributing employer to the Plan by the Trustees and you are:

1. an individual covered by a collective bargaining agreement between your Employer and the Union; or
2. a full-time, paid officer and/or employee of the Union, the Fund, an organization affiliated with the Union which has been approved by the Board of Trustees, an apprenticeship training program provided for in a collective bargaining agreement between an Employer and the Union, or the Board of Trustees; or

3. an individual who works for an Employer which desires to make contributions to the Plan on behalf of its employees, even though such employees are not working under the terms of a collective bargaining agreement with the Union, and the participation of such employees in the Plan has been approved; or
4. an individual who is not covered within a collective bargaining unit but is a member of a class of employees that has been accepted for participation in the Plan, provided that the Employer contributes to the Plan on behalf of all of its full-time employees pursuant to applicable nondiscrimination requirements under the Internal Revenue Code ("Code"); or
5. a leased employee within the meaning of Code Section 414(n)(2); or
6. an "alumni" employee, which means a person employed by an Employer who is not a member of a Union collective bargaining unit and the Employer executes a participation agreement which binds the Employer to the Plan.

#### **B. When Do I Become A Participant?**

You will become a **Participant** in the Plan as of the first day of the Plan Year coincident with or nearest the later of:

1. the date on which you attain age eighteen (18); or
2. the date on which you complete one (1) Hour of Work for an Employer which is bound to a collective bargaining agreement or a separate written agreement with the Union requiring contributions to the Plan.

Generally, an **Hour of Work** means each hour for which you are paid or entitled to payment for the performance of duties in **Covered Employment**. You are considered to be working in Covered Employment if you are employed within the jurisdiction of the Union by an Employer which 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 Plan, either individually or as a member of the Association.

#### **C. How May My Participation In The Plan Be Terminated?**

Your active participation in the Plan will cease when one of the following events occurs:

1. your death;
2. your retirement from employment under the terms of any N.E.C.A.-I.B.E.W. Construction Agreement;

3. your Total and Permanent Disability;
4. your **termination of employment**, which generally means a period of twenty-four (24) or more consecutive months during which you do not engage in any work, excluding governmental employment, in an industry, trade, or craft (including, but not limited to, related supervisory activities) within the trade jurisdiction, as defined in the current Constitution of the International Brotherhood of Electrical Workers, AFL-CIO, within the geographical jurisdiction of the Union, as that jurisdiction is defined in the current Collective Bargaining Agreement; or
5. when you no longer have a balance in your Credit Account.

**D. If My Active Participation In The Plan Is Terminated, May My Active Participation In The Plan Be Recommended?**

If your active participation in the Plan is terminated for any reason and you subsequently return to the employ of an Employer, your active participation in the Plan will recommence as soon as you complete an Hour of Work in Covered Employment.

**E. Does This Plan Permit An Employer To Elect Coverage Of Its “Alumni” Employees?**

Yes. An Employer may elect **Alumni Coverage** (i.e., coverage of its “alumni” employees) under the following circumstances:

1. Any Employer which has agreed to contribute to the Plan on behalf of employees in the bargaining unit as defined in an agreement between the Employer and the Union may contribute on behalf of each and every Non-Bargaining Unit Employee who meets the following conditions:
  - (i) during the current Plan Year or a prior Plan Year, at least one-half (1/2) of the employee’s total Hours of Work for that plan year with any and all Employers were performed in a collective bargaining unit represented by the Union; and
  - (ii) the employee is not included in another unit of employees covered by a collective bargaining agreement with any other local union, if retirement benefits were the subject of good faith bargaining between such Employer and the local union.
2. For Alumni Coverage to be permitted, the Employer must meet the following conditions:

- (i) The Employer must execute a written Participation Agreement, as required by the Trustees, which binds the Employer to the terms of the Plan and any Rules and Regulations promulgated therein and, thereby, specifies the detailed basis upon which the contributions are to be made to the Plan.
- (ii) The written Participation Agreement must specify that such Employer is electing coverage of its “alumni” employees.
- (iii) The Employer must certify in a manner acceptable to the Trustees that it is, in fact, covering all of its “alumni” employees, except those that may be excluded under 1b. above because they are members of another unit of employees that is covered by a collective bargaining agreement with another local union.
- (iv) The Employer must execute such documents as may be required by the Internal Revenue Service, or reasonably required by the Trustees, to enable the Plan to secure a determination letter of federal tax exemption or to support its tax exemption and/or qualified plan status.

In administering the Plan’s Alumni Coverage, the Trustees will not permit any coverage inclusions or exclusions which would contravene the Code’s nondiscrimination requirements or applicable federal tax regulations. The total number of “alumni” employees participating in the Plan shall never exceed five percent (5%) of the total number of Employee Participants.

#### **IV. BENEFITS.**

##### **A. When Can I Retire?**

You may retire on your **Normal Retirement Date**. Your Normal Retirement Date is the first day of the month which coincides with or immediately follows the *later* of:

- 1. the date on which you reach the age of fifty-five (55), or
- 2. your 5<sup>th</sup> anniversary of your participation in the Plan

following your retirement from employment with an Employer.

## **B. How Long May I Leave Money In My Credit Account?**

You may leave the money in your Credit Account until you reach your **Required Beginning Date**. Your Required Beginning Date is April 1<sup>st</sup> of the calendar year following the *later of*:

1. the calendar year in which you reach age 70½; or
2. the calendar year in which you retire.

## **C. When Will My Benefit Payments Commence?**

When you apply for benefits, benefit payments will commence no later than sixty (60) days after the close of the Plan Year in which the *latest* of the following events occur:

1. you attain your normal retirement age; or
2. you celebrate the tenth anniversary of the Plan Year in which you commenced participation in the Plan; or
3. you terminate your employment with the Employer (or any affiliate of the Employer).

In any event, however, you must start receiving benefit payments by your Required Beginning Date.

## **D. May I Work Beyond My Normal Retirement Date?**

Yes, and if you do, you will continue to be credited with Employer contributions and the Plan's investment earnings until your actual retirement date.

## **E. What Is My Normal Retirement Benefit?**

When you reach your Normal Retirement Date and retire from employment with the Employer (or any affiliate of the Employer), you are entitled to receive your Normal Retirement Benefit, which is the full value of your Credit Account.

## **F. When Do My Benefits Become Vested?**

You are always "**vested**" in your Credit Account in the Plan. Being vested means that the total value of your Credit Account belongs to you, although you may not be entitled to receive payment of the amount in your Credit Account until a later date, such as your retirement.

### **G. What If I Leave Before I Retire?**

If you leave Covered Employment before your normal retirement age, you are entitled to a distribution of the full value of your Credit Account if you satisfy *all* of the following conditions:

1. You do not engage in any work, excluding governmental employment, in an industry, trade, or craft (including, but not limited to, related supervisory activities) within the trade jurisdiction, as defined in the current Constitution of the International Brotherhood of Electrical Workers, AFL-CIO, within the geographical jurisdiction of the Union, as that jurisdiction is defined in the current Collective Bargaining Agreement, for a period of twenty-four (24) consecutive months.
2. No Employer contributions (including contributions received pursuant to a reciprocity agreement) are made on your behalf for a period of twenty-four (24) consecutive months.
3. You do not have a right to any other form of benefit under the Plan (for example, a Normal Retirement Benefit or a Total and Permanent Disability Retirement Benefit).
4. You have executed a written waiver of your right to any other form of benefit under the Plan.

However, no distribution will be made to you unless all of your unpaid loans, including accrued interest on such loans, have been liquidated.

### **H. What If I Become Totally and Permanently Disabled?**

If you become **Totally and Permanently Disabled** in accordance with the Plan's provisions, you are entitled to receive the full value of your Credit Account. The Trustees have the sole discretion to make all determinations of whether you qualify for a Total and Permanent Disability Retirement Benefit. If you apply for Plan benefits due to total and permanent disability, you will be required to submit appropriate medical evidence to the Board of Trustees for review. In making its decision, the Board of Trustees may request that its own independent physician or physicians examine you at any reasonable time and place. The cost of the examination or examinations will be paid by the Plan.

In order to receive a distribution of your Credit Account on account of your Total and Permanent Disability, you must satisfy the following conditions:

1. you must be permanently and totally disabled; and
2. you must be in Covered Employment at the time of your Total and Permanent Disability; and

3. you must submit appropriate physician's reports detailing the nature of the disability and stating that, in the physician's opinion, the disability incurred by you has lasted or can be expected to last for a continuous period of not less than twelve (12) months and qualifies as a Total and Permanent Disability, as more fully described in Section I below, under the Plan's provisions.

For purposes of your status in Covered Employment, you are considered to be in Covered Employment at the time of your Total and Permanent Disability if you were in Covered Employment at any time during the twenty-four (24) months preceding your Total and Permanent Disability. The Trustees have the sole discretion to make all determinations regarding whether you qualify for a Total and Permanent Disability Retirement Benefit, and such decision will be final and binding. If the Trustees approve your application for disability benefits and you receive a distribution in a form of payment other than a lump sum payment, the Trustees may, in their sole discretion, require you to be examined at any time (but not more than twice a year) to determine whether you continue to meet the Plan's Total and Permanent Disability requirements. The cost of the examination or examinations will be paid by the Plan.

#### **I. How Is Total And Permanent Disability Defined?**

You are considered Totally and Permanently Disabled if, in the opinion of the Trustees, you have a disability caused by an accident or an illness which, based upon medical evidence—

1. has lasted or is likely to last for a continuous period of not less than twelve (12) months; and
2. renders you incapable of performing any substantial gainful activity for employment.

You will not be considered to be Totally and Permanently Disabled if your illness is the result of any of the following: alcoholism; addiction to narcotics; your commission of a felony; your service in the Armed Forces of any country; or an intentionally self-inflicted injury.

#### **J. How Do I Submit A Claim For Benefits Due To Total And Permanent Disability?**

To obtain a Total and Permanent Disability Retirement Benefit, you must provide written notice to the Administrative Manager within thirty (30) days after the accident or illness causing your Total and Permanent Disability occurs. If written notice cannot be given within that time, it must be given as soon as reasonably possible. The written notice must contain enough information to identify who is making the claim.

When the Administrative Manager receives written notice of your claim, the Administrative Manager will send you an approved claim form, which you must complete and submit. Upon receipt of the completed form, the Administrative Manager may, in his/her sole discretion, require you to be examined or have your claim reviewed by a physician or physicians chosen by the Administrative Manager on behalf of the Trustees or require you to submit additional evidence to support your claim for a Total and Permanent Disability Retirement Benefit.

If your claim for benefits due to Total and Permanent Disability is denied, you will be notified in writing by the Administrative Manager of the reasons why your claim was denied. Notification of an adverse decision shall occur within forty-five (45) days after the receipt of your approved claim form by the Administrative Manager. If the Administrative Manager determines that more time is needed to process the claim due to matters beyond his/her control, the Administrative Manager will notify you of a thirty (30) day extension. If a second extension is necessary due to matters beyond his/her control, the Administrative Manager will notify you of a final thirty (30) day extension. No further extensions shall occur. Any notice of an extension shall include the standards on which an entitlement to benefits due to Total and Permanent Disability is based, the unresolved issues preventing a decision and any additional information that is needed to resolve the claim.

All claims and appeals for disability benefits shall be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) will not be made based on the likelihood that the individual will support a denial of benefits.

In the event of non-approval, in whole or in part, of your claim for benefits due to Total and Permanent Disability, the notice to you shall provide you with all of the following information in the written decision:

1. the specific reasons for rejecting the application; and
2. the specific provisions of the Plan or rules and regulations on which the determination is based; and
3. a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; and
4. an explanation of the Appeals Procedure; and
5. a statement regarding your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") following an adverse benefit determination on appeal; and

6. the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the decision or, alternatively a statement that such rules, guidelines, protocols, standards or similar criteria of the plan do not exist; and
7. a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to your claim for benefits.

In addition, in the event that the determination disagrees with the views of—

1. a health care professional treating you;
2. vocational professionals who have evaluated you;
3. a medical or vocational expert whose advice was obtained on behalf of the Plan in connection with your claim; or
4. a disability determination regarding you made by the Social Security Administration,

then the decision to deny shall set forth an explanation of the basis for disagreeing with those views or opinions. If the decision to deny was based on a medical necessity, experimental treatment, or similar exclusion or limit, the decision will set forth either:

- (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or
- (ii) a statement that such explanation will be provided free of charge upon request.

The Board of Trustees shall have full authority to interpret the Plan's provisions, and it is within the sole and absolute discretion of the Board of Trustees to determine if you are entitled to receive a benefit and, if so, the amount of the benefit. The decision of the Board of Trustees shall be final and binding upon you unless that decision is appealed as hereinafter set forth below. In determining your eligibility for a benefit and, if so, the amount of the benefit, the Trustees will rely upon the Plan's official records ("Official Plan Records"). In the event of a discrepancy between the Official Plan Records and a claim asserted by you or your beneficiary, the Trustees will rely upon the Official Plan Records unless shown to their satisfaction that the additional or other records are valid and that they should rely upon those records. The burden of proving a claim for benefits which differs from the Official Plan Records will be upon you or your beneficiary.

## **K. How Do I Appeal To The Board of Trustees?**

If your claim for a Total and Permanent Disability Retirement Benefit is denied, you may, by written notice received by the Administrative Manager within one hundred and eighty (180) days of your receipt of the notice denying your claim for a Total and Permanent Disability Retirement Benefit, appeal the decision. The written notice should state your name, address and the reasons why you are appealing from the decision of the Administrative Manager, giving the date of the decision from which you are appealing.

The Board of Trustees will consider your appeal no later than its next regularly scheduled meeting, which immediately follows the receipt of the notice of appeal unless such notice was filed within thirty (30) days prior to the next regularly scheduled meeting, then the Board of Trustees may consider the appeal at the second meeting following the receipt of the notice of appeal. If special circumstances require an extension of time for processing, then the Board of Trustees may consider the appeal no later than the third meeting following the receipt of the notice of appeal. If such extension is required, you will be provided with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made prior to commencement of the extension.

The review of your appeal will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is subject of the appeal nor a subordinate of such individual. If the appeal of a decision based in whole or in part on medical judgment, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual. The reviewer will also identify medical or vocational experts whose advice was obtained on behalf of the plan in connection with the initial adverse benefit determination, without regard to whether the advice was relied upon by the initial determination.

Prior to making a decision to deny an appeal, the Administrative Manager will provide you, free of charge, with any additional evidence considered, relied upon, or generated by the Plan, the disability insurer, or other person making the benefit determination in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is provided so as to give you a reasonable opportunity to respond prior to that date. If the determination is based on new or additional rationale, the Administrative Manager shall provide you, free of charge, with the rationale as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is provided so as to give you a reasonable opportunity to respond prior to that date.

After consideration of the appeal as above, the Board of Trustees shall advise you of its decision in writing within five (5) days after the benefit determination is made. If the determination is averse to you, the written decision shall state all of the following information:

1. the specific reasons for rejecting the appeal; and
2. the specific provisions of the Plan on which the determination is based; and
3. 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; and
4. a statement of your right to bring an action under ERISA Section 502(a); and
5. the applicable contractual limitations period that applies to your right to bring such an action under ERISA Section 502(a), including the calendar date on which the contractual limitations period expires for the claim; and
6. either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination, or, alternatively a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist; and
7. a discussion of the decision including an explanation for disagreeing with or not following any of the following:
  - (i) the views of health care professionals treating the claimant; or
  - (ii) the views of vocational professionals who evaluated the claimant; or
  - (iii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the appeal, without regard to whether the advice was relied upon in making the benefit determination; or
  - (iv) a disability determination made by the Social Security Administration.

If the adverse benefit determination is based on medical necessity, experimental treatment or a similar exclusion or limit, you will be provided either with an explanation of

the scientific or clinical judgment for the determination applying the terms of the Plan to your medical circumstances or a statement that such explanation will be provided free of charge upon request.

All notices to you shall be made in a culturally and linguistically appropriate manner. The Plan will provide oral language services such as a telephone customer assistance hotline that include answering questions in any “applicable non-English language” and providing assistance with filing claims and appeals in “any applicable non-English language.” In addition, the Plan will provide, upon request, a notice in any “applicable non-English language” and will include in the English version of all notices a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan. “Applicable non-English languages” include, with respect to an address in any United States county to which a notice is sent, a non-English language in which ten percent or more of the population residing in the county is literate only in that language.

The Board of Trustees shall have full authority to interpret the Plan’s provisions, and it is within the sole and absolute discretion of the Board of Trustees to determine if you are entitled to receive a benefit and, if so, the amount of the benefit. The decision of the Board of Trustees shall be final and binding upon you unless that decision is appealed as hereinafter set forth below. The decision of the Board of Trustees on appeal shall be final and binding upon you. However, no legal action regarding your benefits may be commenced or filed against the Board of Trustees or the Plan more than two (2) years after the mailing of the decision of the Board of Trustees on appeal.

## **V. DISTRIBUTION OF BENEFITS.**

### **A. How Are My Retirement Benefits Paid To Me?**

#### **1. Forms of Distribution.**

You may elect to receive benefits in one of the following three (3) optional forms:

- (i) a lump sum distribution in an amount equal to 100% of the value of your Credit Account; or
- (ii) substantially equal periodic installments (either monthly or annually) for a period not exceeding one of the following periods (or a combination thereof):
  - (a) your life; or
  - (b) your life and your designated beneficiary’s life; or

- (c) a period certain not extending beyond your life expectancy; or
- (d) a period certain not extending beyond the joint life and last survivor expectancy of you and your designated beneficiary; or
- (iii) a partial distribution of your Credit Account, not more frequently than once each calendar quarter, in such amount as you may request before you are legally required to begin receiving benefits.

If you are to receive your benefits under option (a) or (c) above, the Administrative Manager will notify you that—

- (i) the distribution will not be taxed currently to the extent transferred to another qualified pension plan or Individual Retirement Account (“IRA”), and
- (ii) the transfer must be made within sixty (60) days after receipt in order to qualify for this tax-free rollover treatment.

## **2. Mandatory Cashout of Benefits.**

If your Credit Account balance does not exceed \$1,000.00 on your Annuity Starting Date, then the Trustees will automatically distribute, without your consent (or your beneficiary’s consent in the event of your death), the total amount in your Credit Account to you (or to your beneficiary, as applicable) in the form of a single sum payment. For this purpose, your **Annuity Starting Date** is the first day of the first period for which a benefit is payable to you.

### **B. When Are My Retirement Benefits Paid To Me?**

Normally, the Administrative Manager will begin making benefit payments to you within a reasonable time after you notify the Administrative Manager of your intent to retire and have completed the necessary retirement application forms.

## **VI. BENEFITS PAYABLE AT DEATH.**

### **A. In The Event Of My Death, Who Will Be Entitled To The Benefits In My Credit Account?**

Upon becoming a Participant, you may designate, on a form provided by the Trustees, the name of your **beneficiary**. If you are married, your beneficiary is your **spouse** unless your spouse has executed a legal waiver. Upon your death, all benefits in

your Credit Account will automatically be paid to your spouse unless your spouse has executed a waiver of such benefits and has designated another person or persons to be your beneficiary.

For this purpose, the term “spouse” is defined as that person, if any, who—

1. is recognized as legally married to you by a domestic or foreign jurisdiction whose laws authorized the marriage at the time you and such person entered into the marital relationship; and
2. has not been declared legally separated from you by any judicial order.

The term “spouse” includes a person of the opposite or same gender as you.

If you are not married, all benefits in your Credit Account will be paid to your designated beneficiary. To ensure that the value of your Credit Account is paid to the person of your choice in the event of your death, you should verify that you have a current beneficiary designation on file at the Fund Office.

If you are not survived by a spouse, or if you failed to designate a beneficiary, then the benefits in your Credit Account will be paid in a lump sum to the person or persons in the first of the following classes of successive deemed beneficiaries then surviving:

1. your issue, *per stirpes*; or
2. the executor or administrator of your estate for distribution to such persons who would be entitled under the intestate succession laws of the state of your legal domicile at your time of death to receive your personal property.

If no executor or administrator has been appointed for your estate within six (6) months following your date of death, any death benefits payable to the executor or administrator may be paid in equal shares to the person or persons who would be entitled under the intestate succession laws of the state of your legal domicile to receive your personal estate.

If the beneficiary is living at the time of your death but such person dies prior to receiving the death benefit, such death benefit will be paid to the estate of such deceased beneficiary in one lump sum. In any such case, the lump sum will be distributed within five (5) years after your death. To the extent provided in a Qualified Domestic Relations Order (see Article XI below), your former spouse will be treated as your spouse.

**B. What Death Benefits Are Payable If I Should Die After Commencing My Benefit Payments?**

If you die after the distribution of your Credit Account has commenced, the remaining portion of your Credit Account, if any, will be distributed to your beneficiary in one lump sum payment.

**C. What Death Benefits Are Payable If I Should Die Prior To My Commencing Benefit Payments?**

1. Married Participants. If you are married on your date of death and you die before the distribution of your benefits has commenced, your Credit Account will be distributed to your surviving spouse in one lump sum by December 31 of the calendar year which contains the fifth anniversary of your date of death. However, if you died before attaining age 65½, your surviving spouse may elect to defer distribution to December 31 of the calendar year in which you would have attained age 70½. If your surviving spouse makes such an election and dies before distribution is completed, your surviving spouse will be treated as if he or she had been the Participant, and distribution of the Credit Account will be made accordingly. Your surviving spouse may be eligible to have all or a portion of the distribution rolled over, within sixty (60) days after his or her election to do so, directly into an individual retirement plan ("IRA") or to another tax-qualified retirement plan in accordance with Section G of Article VII below. The Administrative Manager will be able to tell your spouse what portion, if any, of the distribution may be eligible for a direct rollover.
2. Single Participants. If you are not married on the date of your death, your Credit Account will be distributed to your beneficiary in one lump sum payment. The entire amount of your Credit Account must be distributed to your beneficiary no later than December 31 of the calendar year that contains the fifth anniversary of your date of death.
3. Mandatory Cashout of Benefits. Without regard to whether you are married or not married on your date of death, if the amount in your Credit Account does not exceed \$1,000.00, the Administrative Manager will immediately distribute the amount to your beneficiary in one lump sum.

## **VII. CONTRIBUTIONS AND ALLOCATIONS.**

### **A. Who Makes Contributions To My Credit Account?**

Your Employer makes contributions to your Credit Account on the basis of the following two (2) factors:

1. the number of hours you work (your Hours of Work); and
2. the hourly contribution rate, which is established pursuant to the current Collective Bargaining Agreement.

You are not required, nor in fact permitted, to make contributions to your Credit Account.

Employer contributions will be suspended while you are absent from employment because of an authorized leave of absence or military leave (subject to the provisions of Section I below) or layoff, until the day you work at least one (1) hour for an Employer. Upon your return to work for an Employer, Employer contributions on your behalf will automatically resume.

The amount of the contribution made on your behalf will depend on whether you are included in Plan A or Plan B. The contribution rates for Plan A and Plan B are set forth in the current Collective Bargaining Agreement.

During May of each year and effective each June 1, you may elect, on such forms and in such manner as the Trustees prescribe, to be in Plan B. Your election to be in Plan B is irrevocable until the next June 1. You are automatically included in Plan A if you do not timely file an election to be in Plan B. If you are in Plan B and terminate employment with one Contributing Employer and later become employed by another Contributing Employer, then you are responsible for notifying your new Contributing Employer that you are in Plan B.

### **B. What Happens If The Employer For Which I Work Does Not Make Contributions To The Trust Fund For The Hours I Worked?**

If the Employer for which you work does not make contributions to the Plan's Trust Fund for the hours you worked, you will not receive credit for the amount of money that the Employer did not contribute. Your Credit Account balance will reflect only the amount of Employer contributions which have been actually received by the Plan's Trust Fund. If the Trust Fund does not receive the money that is owed by your Employer for the hours you worked, your Credit Account cannot be credited for the unpaid contributions.

To reduce your chances of losing benefits, you should promptly report any unpaid contributions to the Administrative Manager or to your bargaining unit representative. The Trustees have the power to demand, collect and receive Employer contributions to the

Plan, including the right to commence legal proceedings against a delinquent Employer to collect the amount of unpaid contributions.

### **C. Can An Employer Ever Recover A Contribution It Has Made?**

No, except for contributions made in error. Under the Plan's terms, all contributions made by the Employer must be used for the benefit of the Plan's Participants and their Beneficiaries. Under no circumstances may an Employer or other persons use such funds for purposes other than the exclusive benefit of the Plan's Participants or Beneficiaries.

### **D. How Is The Value Of My Credit Account Determined?**

The value of your Credit Account depends on whether you have elected to direct the investment of your Credit Account or to have your Credit Account invested in the Trustee-managed pooled investments.

1. Self-Directed. If you have elected to direct the investment of your Credit Account, the value of your Credit Account will be determined *at the close of each business day* by the amount of Employer contributions to your Credit Account—
  - (i) adjusted for any earnings or losses to your Credit Account; and
  - (ii) less your pro rata share of administrative expenses, if any.
2. Trustee-Managed. If your Credit Account is invested in the Trustee-managed pooled investments, the value of your Credit Account will be determined *at the close of each Plan Year* by the amount of Employer contributions to your Credit Account—
  - (i) adjusted for any earnings or losses to your Credit Account; and
  - (ii) less your pro rata share of administrative expenses, if any.

The Plan's administrative expenses include such costs as: recordkeeping, collection of employer contributions, insurance, professional fees such as legal services, accounting services and consulting services, printing, postage, investment fees and other normal operating expenses.

### **E. How Are Investment Earnings And Losses Allocated To My Credit Account?**

Like the value of your Credit Account, the allocation of earnings and losses to your Credit Account depends on whether you have elected to direct the investment of your Credit Account or to have your Credit Account invested in the Trustee-managed pooled investments.

1. Self-Directed. If you have elected to direct the investment of your Credit Account balance among the alternative investment funds established as a part of the overall Fund, the income or losses on such segregated investments will be allocated to your Credit Account *at the close of each business day*.
2. Trustee-Managed. If your Credit Account is invested in the Trustee-managed pooled investments, your balance will be invested in the Trustee-managed pooled investments, and the income or losses on the Trustee-managed portion of the Fund will be allocated to your Credit Account *at the close of each Plan Year*.

All Employer contributions are subject to investment gains and losses from the actual date on which such contributions are deposited into the Fund.

**F. How Is The Value Of My Credit Account Determined When A Distribution Is Made?**

Upon the occurrence of any event calling for the payment of a lump-sum amount or other benefit from this Plan, the amount to be paid to be paid from your Credit Account will be paid, subject to the Plan's applicable provisions, as of the date of the event in accordance with the valuation methodology described in D. above.

**G. Can My Distribution from the Plan Be Directly Rolled Over Into An Individual Retirement Account Or Another Retirement Plan?**

Yes, if your distribution qualifies as an eligible rollover distribution, you may elect to have any portion of your distribution directly rolled over, within sixty (60) days after you elect to do so, to an individual retirement account ("IRA") or another employer-sponsored, tax-qualified retirement plan. These kinds of transfers are referred to as "direct rollovers." In a direct rollover, the eligible rollover payment is made directly from the Plan to an IRA or another retirement plan that accepts rollovers. If you elect a direct rollover, you are not taxed on the amount rolled over until you later withdraw it from the IRA or from the retirement plan that received the direct rollover.

Your surviving spouse or, in divorce cases, a spouse or former spouse who is an "alternate payee" under a so-called "Qualified Domestic Relations Order" may also be eligible to make a direct rollover of an eligible rollover distribution. Effective for distributions on or after January 1, 2008, a non-spouse beneficiary of your death benefit is also permitted to make a direct rollover of an eligible rollover distribution to an IRA.

The Administrative Manager will be able to tell you what portion, if any, of your distribution from the Plan is eligible for a direct rollover.

## **H. May I Make Rollover Contributions To My Credit Account?**

You are permitted to transfer funds directly from another qualified, pension or retirement plan to your Credit Account, provided that the trust from which the funds are transferred permits such a transfer. The Trustees have the sole discretion to determine whether to accept a rollover contribution, and their decision will be final and binding.

## **I. What Happens If I Enter United States Military Service?**

If you enter United States military service, you have certain rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). To be eligible for these rights under USERRA, you must meet the following conditions:

1. **you must give advance notice, either written or verbal, to the Administrative Manager;**
2. the cumulative length of your absence and all previous absences by reason of military service may not exceed five (5) years (with certain exceptions); and
3. with certain exceptions, you must inform the Administrative Manager when you have returned from military service.

If you meet the conditions to receive benefits under USERRA, you have the following rights:

1. You will not incur a break in service because of military service.
2. You will not forfeit any benefits already accrued.
3. You will not need to again satisfy the Plan’s eligibility requirements for participation in the Plan by reason of your absence for military service.
4. You will be entitled to receive any contributions to the Plan that your Employer would have made if you had not been absent for military service. However, if you do not return to employment prior to the expiration of your reemployment rights guaranteed by USERRA, your participation in the Plan will be deemed to have terminated upon your entry into the United States Armed Forces, and you will not be entitled to receive any contributions that your Employer would have been required to make to the Plan on your behalf during your period of military service pursuant to USERRA.
5. Any contributions that you are entitled to receive by reason of your absence for military service will be paid from Employer contributions which have been allocated to the Plan’s general administrative

account. The Trustees, in their sole and absolute discretion, will calculate the amount of USERRA-required contributions to which you are entitled on the basis of your average rate of compensation during the 12-month period preceding your military service (or, if shorter, your period of employment immediately preceding your military service). The Trustees' determination regarding the amount of such contributions will be final and binding.

6. Contributions allocated to your Credit Account pursuant to USERRA will be made by transferring money from the Plan's general administrative account to your Credit Account at the end of the fiscal year in which you exercise reemployment rights and became re-employed pursuant to USERRA.

Effective January 1, 2007, the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") provides additional benefits and incentives to military personnel under USERRA. Pursuant to the HEART Act, if you die on or after January 1, 2007 while performing qualified military service under USERRA, your survivors will be entitled to any additional benefits provided under the Plan as if you had resumed employment with your pre-military employer in accordance with USERRA and then terminated employment with the employer on account of death.

Any further questions concerning the administrative procedures governing your eligibility for reemployment rights and benefits pursuant to USERRA will be resolved by the Board of Trustees in their sole discretion, and their decision will be final and binding.

## **VIII. HARDSHIP WITHDRAWALS.**

### **A. What Is A Hardship Withdrawal?**

In the case of hardship, you may apply for withdrawal of an appropriate portion of your Credit Account. A withdrawal will be deemed by the Trustees to be on account of hardship if the withdrawal is necessary in light of your immediate and heavy financial needs. A hardship withdrawal based upon financial hardship cannot exceed the amount that is required to meet your immediate financial need created by the hardship. In demonstrating your financial hardship, you must submit proof that other resources for satisfying the hardship are not reasonably accessible to you. Your resources are deemed to include those assets of your spouse and minor children which are reasonably available to you.

To qualify for a hardship withdrawal, you must:

1. be employed or be seeking employment within the Union electrical contracting industry; or

2. be employed in an employment occupation that is related to and supports the Union electrical contracting industry and that has been approved by the Board of Trustees

when you apply for a hardship withdrawal.

Your hardship withdrawal is limited to your Credit Account balance less \$100. In other words, after you receive your hardship withdrawal, your remaining Credit Account balance must not be less than \$100. In addition, the administrative expenses incurred in the processing of your hardship withdrawal may be charged to your Credit Account.

#### **B. Who Makes The Determination Of Financial Hardship?**

The Board of Trustees, in its sole discretion, by the unanimous vote of the then duly appointed Trustees, will make all determinations as to the existence of financial hardship and the amount required to meet the need created by the financial hardship, considering all relevant facts and circumstances. Your request for a hardship withdrawal must be filed in writing with the Board of Trustees. If you are married, your spouse must consent to the hardship withdrawal in writing, and your spouse's signature on the consent form must be witnessed by a plan representative or notary public. You may request a hardship withdrawal prior to attaining age fifty-nine and one-half (59½). If you receive a hardship withdrawal before attaining age fifty-nine and one-half (59½), you may be subject to a federal income tax penalty.

With your application you must submit proof of the financial hardship and the lack of other resources available to provide for such hardship, including a representation by you that the financial need cannot be relieved through:

1. reimbursement or compensation by insurance or otherwise;
2. reasonable liquidation of your assets, to the extent such liquidation would not itself cause an immediate and heavy financial need; or
3. other distributions or nontaxable loans from other plans maintained by an Employer, or by borrowing from commercial sources on reasonable commercial terms.

The Trustees' decision as to the nature and adequacy of such proof will be final and binding upon all concerned parties. Within a reasonable time after your request for a hardship withdrawal, the Administrative Manager will be able to advise you what portion, if any, of your Credit Account may be withdrawn for hardship.

**C. Are There Limits On The Frequency, Number, And Amount Of A Hardship Withdrawal?**

Yes. First, you may not receive more than two (2) hardship withdrawals during any period of five (5) consecutive Plan Years. For purposes of this limit, any hardship withdrawal that you received before January 1, 2015 is not considered.

Second, you may not receive more than two (2) hardship withdrawals during any period of five (5) consecutive Plan Years. For purposes of this limit, any hardship withdrawal that you received before January 1, 2015 is not considered.

Third, you may not apply for a hardship withdrawal unless the amount required to meet the need created by the financial hardship is \$500 or more.

Fourth, your hardship withdrawal is limited to your Credit Account balance less \$100. In other words, after you receive your hardship withdrawal, your remaining Credit Account balance must not be less than \$100. In addition, the administrative expenses incurred in the processing of your hardship withdrawal may be charged to your Credit Account.

**D. What Are Valid Reasons To Obtain A Hardship Withdrawal?**

The determination of the existence of financial hardship and the amount required to meet the need created by such hardship will be made by the Trustees on a uniform and nondiscriminatory basis in accordance with the standards set forth in this Section D. and considering all relevant facts and circumstances. Only the following reasons are valid reasons to obtain a hardship withdrawal from the Plan:

1. medical expenses (within the meaning of Code Section 213(d)) incurred by you, your spouse, or your dependents, to the extent such expenses are not subject to reimbursement through insurance or other coverage;
2. the need to prevent eviction from, or a foreclosure on the mortgage of your primary residence;
3. funeral and related expenses arising out of a death in your immediate family, including but not limited to, your spouse, children, parents, or grandparents;
4. temporary disability of you or your spouse; or
5. major uninsured casualty losses to your principal residence.

The decision of the Trustees to permit or deny a hardship withdrawal will be final and binding and conclusive.

**E. How Does A Hardship Withdrawal Affect Your Eligibility To Have Employer Contributions At The Plan B Rate?**

Prior to January 1, 2019, if you were in Plan B and obtained a hardship withdrawal, you were not permitted to have Employer Contributions at the Plan B rate for a period of six (6) months following the hardship withdrawal. The suspension of your Employer Contributions at the Plan B rate applied if your hardship withdrawal included contributions of **elective deferrals**. For this purpose, “elective deferrals” meant the excess of Employer Contributions at the Plan B rate over Employer Contributions at the Plan A rate. If your hardship withdrawal included amounts that were considered elective deferrals, you were limited to having Employer Contributions at the Plan A rate for a period of six (6) months following the hardship distribution.

Effective January 1, 2019, this restriction on your eligibility to have Employer Contributions at the Plan B rate following a hardship withdrawal no longer applies. You are no longer required to have your Employer Contributions at the Plan B rate suspended for a period of six (6) months following a hardship withdrawal. If you receive a hardship withdrawal, your Employer Contributions at the Plan B rate may continue. You will not be limited to having Contributions at the Plan A rate for a period of six (6) months following the hardship distribution.

**F. What Happens If A Hardship Withdrawal Is Determined To Be Fraudulent?**

If the Board of Trustees, in its sole discretion, determines that—

1. your application for a hardship withdrawal is based on fraudulent documentation; or
2. you previously received a hardship withdrawal and you fraudulently misapplied the proceeds from such withdrawal toward a purpose other than the withdrawal’s approved purpose,

you will be prohibited from applying for another hardship withdrawal for a five-year period following the date on which the Board of Trustees made its determination of fraud under 1. or 2. above.

**IX. PLAN LOANS.**

**A. May I Borrow Money From The Plan?**

Yes, loans are available under this Plan, and all requests for loans will be handled in a nondiscriminatory manner.

**B. How Do I Make A Request For A Loan?**

You must complete a written application for a loan on a form prescribed by the Trustees. The Fund Office will provide forms for this purpose. All loans will be subject to the approval of the Board of Trustees or its duly authorized agent, which will investigate each application for a loan. The decision of the Board of Trustees or its duly authorized agent whether to permit a plan loan will be made in its sole discretion and will be final.

**C. Are There Any Limitations As To Whether I Am Entitled To Make An Application For A First Loan, Or For Another Loan If All My Previous Loans Have Been Repaid?**

You are **not**, under any circumstance, entitled to make an application for a loan until your Credit Account accumulates Ten Thousand Dollars (\$10,000.00), and then such loans are limited to a minimum loan of Five Thousand Dollars (\$5,000.00). The total of all Plan loans to you may not exceed fifty percent (50%) of your Credit Account, and the maximum outstanding loan amount may not exceed Fifty Thousand Dollars (\$50,000.00), as determined under the following table:

Total Balance of Your Credit Account	Maximum Loan (Allowable Portion of Total Balance of Your Credit Account)
0 - \$ 9,999	0%
\$10,000 - \$99,999	50%
\$100,000 or more	\$50,000

If you have defaulted on a Plan Loan, there are additional restrictions on your ability to apply for another Plan Loan (as explained in Subsection E.4. below).

**D. What Are The Terms And Conditions Of Loans?**

The terms and conditions of loans include, but are not limited to, the following:

1. Repayment Period. The period of repayment for any loan will be arrived at by mutual agreement between the Board of Trustees or its duly authorized agent and you, but such period in no event will exceed five (5) years, except if such loan is used to purchase your primary residence. All loans must be amortized in substantially level payments, and payments will be made not less frequently than quarterly over the term of the loan.
2. Credit Account As Collateral. Each loan will be secured by collateral. The collateral will be evidenced by the assignment to the Trust Fund of your entire right, title and interest in your Credit Account. In addition,

you must sign a collateral promissory note and security agreement for the amount of the loan, including interest, payable to the order of the Board of Trustees.

3. Interest. Each new loan entered into on or after January 1, 2019 will bear interest at an annual percentage rate which is set by the Board of Trustees annually in light of current commercially reasonable rates charged in the Central Ohio area. All loans prior to January 1, 2019 bear interest at two percent (2%) plus the prime rate currently being charged by Chase, Columbus, NA, at the time the loan is granted.
4. Default. Default occurs when loan payments are not made as required. When a default occurs, the unpaid balance of the loan plus any accrued interest on the loan between the date of your last loan payment and the date of default will be treated as a deemed distribution to you and included in your income. Examples of events that may cause a default include:
  - (i) your failure to pay a loan installment when due; or
  - (ii) your death; or
  - (iii) your election of a lump sum distribution from your Credit Account.

If you fail to pay a loan installment when due, you will be permitted to cure the default within a loan repayment cure period. The cure period ends on the last day of the calendar quarter following the calendar quarter in which the required installment payment was due (in accordance with Treasury Regulation Section 1.72(p)-1, Q&A-10).

Certain restrictions apply when you default on a loan. If you are in default on a loan or have ever defaulted on a loan made to you before April 15, 2004, you are not permitted to apply for *any* further loans from the Plan, even if you repay the loan after the default.

5. Balance of Credit Account. No distribution will be made to you (or your beneficiary) unless and until all unpaid loans, including accrued interest on such loans, have been liquidated. The Trustees may, in their discretion, permit hardship withdrawals to you with an unpaid loan, provided the amount of the hardship withdrawal does not decrease the value of your vested accrued benefit below the amount considered by the Plan as security for the outstanding balance of all of your plan loans.
6. Approval of Participant's Spouse. No portion of your Credit Account may be used as collateral for a loan unless, at the time a security

agreement is entered into, your spouse, if any (on the date the security agreement is entered into), consents in writing to the use of your Credit Account as security for the loan. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by a plan representative or notary public. Such consent will thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan.

The Trustees, in their sole discretion, reserve the right to, at any time and for any reason, to—

- (i) add to, modify or change the terms or conditions for borrowing money from the Plan, or
- (ii) eliminate borrowing from the Plan.

## **X. PARTICIPANT-DIRECTED INVESTMENTS.**

### **A. May I Direct The Investment Of My Vested Account Balance?**

Unless you elect otherwise, your Credit Account will be invested in the Plan's Trustee-managed pooled investments. During each annual election period, you have the option of transferring your Credit Account from the Trustee-managed pooled portion of the Plan to the Participant-directed investment portion of the Plan. The Plan's Participant-directed investment portion is administered by Fidelity Investments, which also serves as the Investment Manager and Custodian for the funds maintained under the Participant-directed investment portion of the Plan. The Trustees, in their sole discretion, reserve the right to, at any time and for any reason, alter or eliminate the Participant-directed investment portion of the Plan at any time.

### **B. When May I Elect Participant-Directed Investing?**

The election period for Participant-directed investments will be held on an annual basis under conditions prescribed by the Trustees in their sole discretion. If you elect Participant-directed investments during the annual election period, you will have your entire Credit Account balance (principal and earnings/losses) and all future contributions transferred from the Trustee-Managed Investment portion of the Plan to the Participant-Directed Investment portion of the Plan. The transfer of fund assets will happen as soon as administratively feasible after the conclusion of the annual election period. You may not split the balance of your Credit Account (including the balance on any outstanding plan loans) or your contributions between the Trustee-managed investment portion of the Plan and the Participant-directed investment portion of the Plan. If you do not elect Participant-directed investments, you will continue to participate in the Trustee-managed investment portion of the Plan.

**C. If I Elect Participant-Directed Investing, May I Return To Trustee-Managed Investing?**

Yes. You may transfer back to the Trustee-managed investment portion of the Plan during any annual election period. However, if you have received a loan under the Plan's loan program, you will be prohibited from transferring your Credit Account—

1. from the Participant-directed investment portion of the Plan to the Trustee-managed investment portion of the Plan; or
2. from the Trustee-managed investment portion of the Plan to the Participant-directed portion of the Plan

while such loan is outstanding and you are obligated to repay the loan.

This prohibition against Credit Account transfers remains in effect until all of your outstanding loans at the time of transfer have been determined to be—

1. fully repaid, including the payment of all accrued interest on such loans; or
2. permanently defaulted upon the expiration of the Plan's loan repayment cure period (see Section D.4 of Article IX for additional information on the Plan's loan repayment cure period) with respect to each such loan.

**D. What Procedures Apply To The Administration Of Participant-Directed Investments?**

The following procedures apply to the administration of Participant-directed investments:

1. You are responsible for directing the investment of your Credit Account among the alternative investment funds. The Trustees are not responsible for directing the investment of your Credit Account.
2. You may make transfers among investment options and obtain information about your Credit Account Balance through the automated voice response system 24 hours a day, seven days a week, from any touch-tone telephone. The phone number of the automated voice response system is 1-866-848-6466. In order to access your account, you must have available the Plan Number (which is 57608), your Social Security Number, as well as your Personal Identification Number ("PIN").

3. You may also obtain information about your Credit Account and make transfers among investment options through the Fidelity website located at: <http://fidelity.com>. In order to access your account, you must have available your Social Security Number, the Plan Number, and your PIN.
4. Any changes you make to your Credit Account will be confirmed to you in writing.
5. This Plan is intended to meet federal legal requirements for plans that permit Participant-directed investments. These requirements are set forth in ERISA Section 404(c) and related regulations. Because you direct how the assets in your Credit Account are invested, the Trustees and the Plan's other fiduciaries, who would otherwise be responsible under federal rules for directing the investment of the Plan's assets, are relieved of this responsibility with respect to those contributions. Therefore, neither the Trustees nor any fiduciary of the Plan will be liable to you or your beneficiaries for any losses to your Credit Account resulting from action taken (or action not taken) at your direction or on your behalf. The fiduciaries are still responsible, however, for providing you with diverse investment opportunities and sufficient opportunity to direct the investment of your Credit Account.

The Trustees reserve the right to eliminate, change and add investment options at any time and/or to change the procedures relating to Participant-directed investments. The Trustees are under no obligation to offer any particular investment option. If you have any questions pertaining to the procedures which apply to the administration of participant-directed investments, you may contact an Account Representative or utilize the automated voice response system. You may also contact the Fund Office.

## **XI. DOMESTIC RELATIONS ORDER.**

### **A. What Is A Qualified Domestic Relations Order?**

Your Plan, in accordance with law, must recognize a **Qualified Domestic Relations Order**. A "domestic relations order" is a judgment, decree or order (including approval of a property settlement agreement) entered by a court or administrative agency of competent jurisdiction that:

1. relates to the provision of child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent of a Participant; and

2. is made pursuant to a state domestic relations law.

A domestic relations order is a Qualified Domestic Relations Order (“QDRO”) if it creates or recognizes the existence of an alternate payee’s right to, or assigns to an **alternate payee** the right to, receive all or a portion of the benefits payable to a Participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An “alternate payee” is a spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits under a plan with respect to the Participant. Thus, if a Qualified Domestic Relations Order requires distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order. Participants may obtain a copy of the QDRO Procedures from the Administrative Manager without charge.

#### **B. How Are Expenses Relating to a Qualified Domestic Relations Order Allocated?**

If you or your representative presents the Trustees with a domestic relations order and requests that the Trustees determine whether the order meets the requirements of a Qualified Domestic Relations Order, the expenses relating to that determination and the processing of the order will be allocated as follows:

1. Your Credit Account will be assessed a fee for each domestic relations order the Trustees are requested to review for purposes of determining whether the order meets the requirements of a Qualified Domestic Relations Order.
2. If the domestic relations order being reviewed requires the distribution of benefits from the Plan and from other defined contribution retirement plan(s) sponsored by IBEW Local 683 in which you participate, the fee for determining whether the order meets the requirements of a Qualified Domestic Relations Order and for processing of the order will be divided equally among the defined contribution plans from which benefits are to be distributed.
3. The assessment of the fee for determining whether the order meets the requirements of a Qualified Domestic Relations Order and for processing of the order will be made prior to any division of your account between you and the alternate payee (former spouse) under the order.
4. The fee for determining whether the order meets the requirements of a Qualified Domestic Relations Order and for processing of the order will be established and changed in the sole discretion of the Board of Trustees, and such decision will be final and binding.

## **XII. CLAIMS PROCEDURE – NON-DISABILITY BENEFITS.**

### **A. How Do I Make A Claim For Non-Disability Benefits?**

You can make a claim for non-disability benefits by writing to the Plan Administrator at the following address:

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

Complete the application and return it along with proof of your age (birth certificate, passport, etc.) to the Fund Office. The Fund Office will send you the necessary application forms and an explanation of the Joint and Survivor Benefit and the spousal consent requirements. Complete the application and return it to the Fund Office along with any proof required by the Plan Administrator to determine your right to receive benefits from the Plan. If you are married, you must also provide proof of your spouse's age and a copy of your marriage certificate.

If the Board of Trustees denies your application for benefits, you are entitled to appeal the decision in accordance with the appeal procedures established by the Trustees. In determining your eligibility for benefits and, if you are eligible for benefits, the amount of your benefits, the Trustees will rely upon the records of the Plan. If there is a discrepancy between the records maintained by the Plan and a claim for benefits asserted by you or your beneficiary, the Trustees will rely upon the Plan's records unless shown to their satisfaction that additional records supporting your claim are valid and that they should rely upon those records. The burden of proving a claim for benefits which differs from the records established and maintained by the Plan will be upon you or your beneficiary.

### **B. When Will I Be Notified About My Application?**

Within ninety (90) days after receipt of your application and all necessary documents, the Board of Trustees will notify you in writing whether your application has been approved or disapproved. In the event further time is required for a decision, you will be notified with an explanation of why more time is necessary and, in that case, a decision will be made on the application within one hundred eighty (180) days after receipt of the completed application.

### **C. What Information Will Be Contained In My Notice?**

In the event your application is approved, you will be informed of the approval and the amount and duration of the benefits granted together with all restrictions, conditions and limitations upon your receipt of benefits, if any.

### **D. What Information Will I Receive If My Benefits Are Denied?**

In the event of denial, your notice will state specifically the reasons for rejecting your application and will indicate those specific portions of the Plan and/or rules and regulations upon which the decision is based, and will also contain any other information required by law. Further, any denial or restricted acceptance will be accompanied by an explanation of your rights to and procedure for appealing the decision to the Board of Trustees. Any non-approval will be accompanied by an explanation of the Appeals Procedure and a statement regarding your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. The decision will be final and binding upon you unless that decision is appealed as hereinafter set forth. Any benefits provided or administered by an insurance company will be subject to the insurance company's claims review procedure.

### **E. How May I Appeal An Adverse Decision By The Board Of Trustees?**

You may appeal a decision of the Board of Trustees by written notice received by the Board of Trustees within sixty (60) days after receipt of the notice of initial adverse decision. The written notice only needs to state your name, address, and the fact that you are appealing from the decision of the Board of Trustees, giving the date of the decision from which you are appealing.

The Trustees will consider the appeal no later than its next regular meeting which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days prior to the next regular meeting, then the Board of Trustees may consider the appeal at the second regular meeting following the receipt of the notice of appeal. If special circumstances require an extension of time for processing, then the Board of Trustees may consider the appeal no later than the third meeting following the receipt of the notice of appeal.

After consideration of the appeal, the Board of Trustees will advise you of its decision in writing within five (5) days following the date of the meeting at which the appeal was considered. The decision of the Board of Trustees will state the specific reason or reasons for the determination and refer to the specific plan provisions on which the benefit determination is based. Any non-approval will be accompanied by:

1. 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;

2. a statement apprising you that “You or your plan may have other voluntary dispute resolution option, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office and your state insurance regulatory agency”; and
3. a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Trustees have full authority to interpret the provisions of this Plan, and it is within their sole and absolute discretion to determine if you are entitled to receive a benefit and the amount of the benefit. Their decision will be final and binding upon you.

You may, by written notice received by the Board of Trustees within fifteen (15) days after the mailing of the decision of the Trustees specified in the preceding paragraph, request a full hearing before the Board of Trustees. The written notice need only state your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Trustees.

After receipt of the notice specified in the preceding paragraph, the Board of Trustees will notify you in writing of the date, time and place set for a full hearing on your application by regular mail addressed to your address as shown on the notice of appeal. In no event will the date for the hearing be set for a time longer than the third regular meeting of the Board of Trustees following the receipt of the notice of appeal.

The time and place for the appeal hearing will be convenient and accessible to you, and you may, but need not, be represented by an attorney of your choice. At any time prior to the hearing, the Board of Trustees, at your written request, will reveal to you all sources of information outside of the application itself upon which the rejection or restriction was based, and allow you to examine all documents and records relating to the rejection or restriction then in the possession of the Board of Trustees.

**F. What Procedures Are Followed At The Full Hearing Before The Board of Trustees?**

A complete written record will be kept of the proceedings at the full hearing before the Board of Trustees.

1. In conducting the hearing, the Board of Trustees will not be bound by the usual common law or statutory rules of evidence.
2. You and/or your attorney, if you have one, will have the right to review the written record of the hearing, make a copy of it, and file objections to it.

3. Copies of all documents and records introduced at the hearing will be attached to the record of the hearing and made a part of it.

All information upon which the Board of Trustees based their original decision will be disclosed to you at the hearing. In the event additional evidence is introduced by the Trustees which was not made available to you prior to the hearing, you will be granted a continuance not to exceed thirty (30) days, if you so request it. For purposes of this Section, evidence discovered upon examination of your witnesses will not be considered "new evidence."

You will be afforded the opportunity of presenting any evidence on your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if it chooses, investigate and determine whether additional evidence or the accuracy of your new evidence should be introduced. However, the Trustees will rely upon the Plan's official records ("Official Plan Records") in determining your eligibility for benefits and, if you are eligible, the amount of your benefits. In the event of a discrepancy between the Official Plan Records and a claim asserted by you or your beneficiary, the Trustees will rely upon the Official Plan Records unless shown to their satisfaction that the additional or other records are valid and that they should rely upon those records. The burden of proving a claim for benefits which differs from the Official Plan Records will be upon you or your beneficiary.

#### **G. When Will I Receive A Decision From The Board of Trustees?**

Within thirty (30) days after the conclusion of your appeal, you will be mailed written findings of fact and the determination of the Board of Trustees. The decision of the Board of Trustees will be final, binding and conclusive. The decision will inform you of your right to bring a civil action under Section 502(a) of ERISA. **However, no legal action regarding your benefits may be commenced or filed against the Board of Trustees or the Plan more than two (2) years after the mailing of the decision of the Board of Trustees on appeal.**

### **XIII. MISCELLANEOUS PROVISIONS.**

#### **A. Is My Credit Account Protected From Creditors Or Assignment?**

Your benefits under the 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.

An example of a situation in which all, or a part, of your benefits might be attached would be a situation in which a court ordered the Administrative Manager to pay some, or all, of your benefits to your spouse, former spouse, child or dependent on account of a marital separation, dissolution of marriage or divorce. Before this type of attachment could

happen, however, the terms of the court order would have to be presented to the Administrative Manager in a specific, legally required format and the order would have to contain specific, legally required information. (This type of order is known as a Qualified Domestic Relations Order, commonly referred to as a “QDRO,” and the person on whose behalf benefits would be attached is called an Alternate Payee. (See Section X for additional information on QDROs.) The Administrative Manager will determine if a court order is a QDRO.

## **B. May The Terms Of The Plan Be Amended?**

Yes, the terms of the Plan may be amended. The Board of Trustees, in its sole discretion, has the right, at any time and for any reason, to amend the Plan and Trust Agreement. However, the Plan will never change in any way that will affect your right to benefits you have already earned. If the terms of the Plan are changed, the changes will affect your rights only to future benefits under the Plan.

In addition to the right to amend the Plan and Trust Agreement at any time, the Board of Trustees has the sole discretion, at any time, to—

1. merge or consolidate the Plan with any other qualified plan and trust fund;
2. transfer the assets and liabilities of the Plan and Trust Fund to any other qualified plan and trust fund; or
3. receive the assets and liabilities of any other qualified plan and trust fund.

Once again, such action by the Board of Trustees will not affect your right to benefits you have already earned.

Any decision by the Board of Trustees whether or not to amend or merge the Plan is final and binding.

## **C. What Are My Rights In The Event That The Plan Is Either Totally Or Partially Terminated?**

Although it is not the intention of the Participating Employers, the Union or the Association to terminate the Plan, if the Plan ever is terminated, or if there is a partial termination affecting you, the entire amount in your Credit Account will be nonforfeitable as of the date of such termination or partial termination.

The Board of Trustees, in its sole discretion, has the right, at any time and for any reason, to terminate the Plan. Upon such termination, contributions made on your behalf will cease. The Trustees may direct that either benefits be distributed to you and all other Participants in accordance with the Plan’s distribution provisions as soon as practicable, or

that the Trust be continued and that benefits be distributed at the same time and in the same manner as if the Plan had not been terminated.

If the Board of Trustees decides to terminate the Plan and Trust, the Board of Trustees will proceed as follows:

1. The Board of Trustees will convert all of the assets of the Trust to cash, except such assets which may be conveniently distributed in kind.
2. After providing for payment of all reasonable and necessary expenses in the application of the Trust Fund, the Board of Trustees will allocate asset income and appreciation (or depreciation) realized to all Credit Accounts. These amounts will be allocated among the Credit Accounts on the basis of the account balances at the end of the annual Valuation Date immediately preceding the date of termination, or the balances in the Plan as reflected on the books and records of the Board of Trustees, if the Board has received a contribution from an Employer between such Valuation Date and the date on which the Plan and Trust are terminated.
3. The Board of Trustees will prepare or have prepared such documents as are required to obtain from the Internal Revenue Service a ruling regarding the termination of the Plan and Trust. Until such ruling is received, no distributions will be made. Upon receipt from the Internal Revenue Service a ruling that—
  - (i) this Plan has met the requirements of Code Section 401(a) that the Trust is exempt from taxation under Code Section 501; and
  - (ii) the termination of the Plan will not adversely affect the prior qualification of the Plan nor the exempt status of the Trust,the Trustees will proceed as provided in 4. below.
4. After the payment of all fees and expenses in connection the Plan's termination, the Board of Trustees will distribute to each Participant's Credit Account as computed in accordance with 2. above. This distribution will be made in cash or in kind. Upon making this distribution, the Trustees will obtain a release from each Participant in a form satisfactory to the Fund's legal counsel.

#### **D. May The Board Of Trustees Enter Into Reciprocal Agreements?**

The Board of Trustees may enter into **Reciprocal Agreements** with the pension funds of other local unions of the International Brotherhood of Electrical Workers, and such

Reciprocal Agreements will be money-follows-the-man reciprocity agreements. That means that if you work in the jurisdiction of another local union of the International Brotherhood of Electrical Workers which is signatory to a Reciprocal Agreement with this Plan, then the hours worked and employer contributions received on your behalf into the pension fund of the other local union will be transferred into this Plan under such Reciprocal Agreement and will be credited as Hours Worked for crediting service under this Plan, subject to any adjustments provided in such Reciprocal Agreement. If you are working in the jurisdiction of another International Brotherhood of Electrical Workers local union which is signatory to a Reciprocal Agreement with this Plan, you should notify the Fund Office so that your hours worked and employer contributions are properly transferred into this Plan. If you have any questions about Reciprocal Agreements, please contact the Administrative Manager.

**E. Are The Benefits Of The Plan Insured?**

No. Since the Plan is a defined contribution plan, contributions are credited right into your own Credit Account. Recognizing this, the government exempts defined contribution plans from buying termination insurance. Thus, annuity plans (such as the Plan) are not permitted to purchase termination insurance. Therefore, the Plan is not insured under ERISA Title IV, under the Pension Benefit Guaranty Corporation's insurance program.

**F. Does The Plan Have The Right To Recover Benefits That Have Been Overpaid Because of Dishonesty or Error?**

Yes. The Board of Trustees is authorized to—

1. recover any benefit payments made in reliance on any willful, false or fraudulent statement, information or proof submitted by an applicant for benefits; and
2. recover or adjust any benefit payments made in error, including, but not limited to, an overpayment attributable to the following:
  - (i) a mathematical or system error;
  - (ii) a mistake or deficiency in the Plan's service or contribution records;
  - (iii) an error in the personal information supplied by a Participant or beneficiary;
  - (iv) a mistake of law or a mistake of fact; or
  - (v) a determination by the Board of Trustees that because of a mistake or miscalculation by the Administrative Manager, the benefit to which the Participant or beneficiary is entitled under

the Plan's terms is different from the amount that the Participant or beneficiary is receiving.

If a Participant or beneficiary receives a benefit overpayment because of dishonesty or error, the Board of Trustees is required to take appropriate action to collect the overpayment, plus appropriate interest. However, instead of collecting the overpayment and appropriate interest from the Participant or beneficiary, the Board of Trustees may offset the overpayment plus interest against future benefits that are due and owing to the Participant or beneficiary under the Plan's terms. The offset is governed by Internal Revenue Service rules. To facilitate the Plan's recovery of benefit overpayments, all benefit overpayments that have been distributed to a Participant or beneficiary, and any interest associated with such overpayments, are deemed to have been deposited into a constructive trust.

#### **G. What Records Are Used In Determining My Eligibility For Benefits?**

The Trustees will rely upon the Official Plan Records in determining your eligibility for benefits. In the event of a discrepancy between the records maintained by the Plan and a claim you assert, the Trustees will rely on the Official Plan Records unless shown to their satisfaction that the additional or other records are valid and that they should rely upon those records. You have the burden of proving a claim for benefits which differs from the records established and maintained by the Plan.

### **XIV. ERISA RIGHTS.**

#### **A. What Rights Do I Have Under The Employee Retirement Income Security Act?**

As a Participant in the I.B.E.W. Local 683 Profit Sharing Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants are entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other locations (certain worksites and the Union Hall), all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the United States Department of Labor, such as annual reports and plan descriptions.
2. Obtain copies of all plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies, not to exceed per copy.

3. Receive a summary of the Plan's Annual Report (Internal Revenue Service Form 5500). The Plan Administrator is required by law to furnish each Participant with a copy of this summary financial report.
4. Obtain once a year a statement of the total pension benefits accrued and nonforfeitable (vested), if any, or the earliest date on which benefits will become nonforfeitable (vested). The Plan may require a written request for this statement, but it must provide the statement free of charge.
5. Receive a written explanation from the Plan Administrator if your claim for a benefit is denied in whole or in part. You have the right to have your claim reviewed and reconsidered.
6. Not be discharged or discriminated against to prevent you from obtaining a benefit or for exercising your ERISA rights.

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of an employee benefit plan. These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the Plan Participants and must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

#### **B. May I Receive Additional Assistance In Resolving A Dispute?**

Under certain circumstances, outside assistance may be necessary to resolve disputes between you and Plan officials. For example:

1. If you are improperly denied a pension benefit in full or in part, you have a right to file suit in a federal or state court.
2. If Plan fiduciaries are misusing the Plan's money, or if you are discriminated against for pursuing a benefit or exercising your ERISA rights, you have a right to file suit in a federal court or request assistance from the United States Department of Labor. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay your legal costs, including attorney's fees. If you lose your suit, the court may order you to pay the costs and fees if, for example, the court decides your suit were frivolous.
3. If any materials requested are not received, you may file suit in a federal court, unless the materials were not sent because of matters beyond control of the Plan Administrator.

If you have any questions about this Summary or your rights under ERISA, you should contact the Administrative Manager at:

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

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.

Now that you have finished reading this booklet, please call the Administrative Manager toll free at (844) 683-0683 if you have any questions.

**BOARD OF TRUSTEES OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION NO.  
683 PROFIT SHARING AND ANNUITY PLAN**

\\af-prolaw\shared\prolaw\ibew local 683 psap\spd\202900.doc