

N.E.C.A. LOCAL NO. 145 I.B.E.W.

ANNUITY  
AND  
PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION  
11/20/2013

**N.E.C.A. LOCAL NO. 145 I.B.E.W.  
ANNUITY AND PROFIT SHARING PLAN**

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The N.E.C.A. Local 145 I.B.E.W. Annuity Plan and its related trust (the "Trust") were established and are currently maintained pursuant to a Collective Bargaining Agreement between the Quad City Electrical Contractors Association, Quad Cities Chapter, National Electrical Contractors Association, Inc. and Local No. 145 of the International Brotherhood of Electrical Workers. The Trustees restated the Annuity Plan and converted it into the N.E.C.A. Local No. 145 I.B.E.W. Annuity and Profit Sharing Plan (the "Plan") with an effective date of June 1, 2001, with the conversion to a Profit Sharing plan being effective June 1, 2004. The Plan was restated again on April 1, 2009, and submitted to the IRS for approval. A successful Letter of Determination was obtained by the Fund on the 2009 restated Plan on January 28, 2013.

Unless otherwise expressly provided herein, or as may be required by the law, the rights of any person whose employment terminated or who retired before April 1, 2009, or the effective date of any particular provision, shall be determined solely under the terms of the Plan as in effect on the date of his termination of employment or retirement, unless such person is thereafter reemployed and earns an hour of service on or after April 1, 2009.

## IMPORTANT TO REMEMBER

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office for another.
- Notify the Fund Office promptly if you change your address. If the Trustees are unable to reach you at your last address on record, any benefits payable will be held without interest.
- Only the full Board of Trustees is authorized to interpret the plan of benefits described in this booklet. No Employer or Union representative is authorized to interpret this Plan nor can any such person act as agent of the Trustees. If you wish any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the full Board of Trustees by authorized Trustees.

## N.E.C.A. LOCAL NO. 145 I.B.E.W. ANNUITY AND PROFIT SHARING PLAN

### *To All Participants:*

On February 5, 2004, the Trustees restated the Annuity Plan and converted it into the N.E.C.A. Local No.145 I.B.E.W. Annuity and Profit Sharing Plan (the "Plan") with an effective date of June 1, 2001, with the conversion to a Profit Sharing plan being effective June 1, 2004. As of June 1, 2004, each participant's Account will consist of two sub-accounts, an Annuity Sub-Account and a Profit Sharing Sub-Account.

The Annuity Sub-Account shall consist of the balance of a Participant's Account as of May 30, 2004. The Annuity Sub-Account shall be made up of the Employer contributions credited to a Participant as adjusted for any gains, losses or expenses attributed to such account as of said date. The Annuity Sub-Account shall be subject to the Plan rules in effect at the time the annuity portion of the Plan was frozen on May 30, 2004, and the Plan was converted into a profit sharing plan.

The Profit Sharing Sub-Account shall consist of all Employer contributions made on or after June 1, 2004, the day after the annuity portion of the Plan was frozen, as well as any gains, losses or

expenses attributed to such Sub-Account. The Profit Sharing Sub-Account shall be subject to the Plan rules in effect after the Plan was converted to a profit sharing plan on June 1, 2004. The benefit from the Profit Sharing Sub-Account is paid in the form of a lump sum distribution

As Trustees of your Annuity and Profit Sharing Plan, we are pleased to present you with this booklet describing the Annuity and Profit Sharing Plan.

We urge you to read this booklet carefully. It provides a general description to help you more easily understand your Annuity and Profit Sharing Plan. The Annuity and Profit Sharing Plan itself is a legal document which sets forth the precise eligibility requirements, types of benefits and amounts of pension benefits in technical language. The exact text of the Annuity and Profit Sharing Plan, rather than the general descriptive material, governs your entitlement to benefits. If you have any questions about the Plan or your rights, please feel free to contact the Fund Office.

We take pride in being able to serve the needs of our participants through the years. We are also proud that the Annuity and Profit Sharing Plan has achieved the goal of providing security to employees who retire after devoting many years to the industry. The progress of your Annuity and Profit Sharing Plan has been made possible by the cooperation of the Contributing Employers, Union and Employees.

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## **PARTICIPATION**

### **Eligibility to Participate.**

The following rules govern participation in the Plan:

- (A) If you were a Participant on May 31, 2001 and you continue as an Eligible Employee thereafter, you shall continue as a Participant on June 1, 2001. Otherwise, you shall become a Participant on the first date on which you are an Eligible Employee.
- (B) If you are eligible to participate in the Plan in accordance with (A) above, you shall complete and file the appropriate forms with the Administrator. Such forms shall include a Beneficiary designation and an agreement to be bound by all the terms and conditions of the Plan and Trust and any agreement with any other funding agency, including an insurance company, constituting a part of the Plan and Trust.

### **Termination of Participation.**

You shall not be entitled to make Rollover Contributions or to receive Employer Contributions during any period in which you are not an Eligible Employee. However, you shall continue to be a Participant for all other relevant purposes of the Plan until such time as your Account, including Sub-Accounts, is fully distributed to you.

### **Resumption of Participation.**

If you resume employment as an Eligible Employee, you will again become a Participant on the date you are once again an Eligible Employee.

## **CONTRIBUTIONS.**

### **Employer Contributions**

The following rules govern Employer contributions:

- (A) Amount  
Each Employer shall make a contribution to the Plan for each Plan Year on behalf of each Participant who has worked for such Employer as an Eligible Employee during the Plan Year. The amount of such contribution shall be determined from the Collective Bargaining Agreement based upon classification and the number of hours worked by such Participant for such Employer as an Eligible Employee during such Plan Year. As of June 1, 2004, Employer contributions actually made shall be credited to the Participant's Profit Sharing Sub-Account only.
- (B) Allocation  
Employer contributions for each Plan Year shall be allocated to the applicable Employer Sub-Accounts of Participants for whom such contributions were made as soon as practicable after the payment of such contributions to the Trust Fund, but in no event later than the last day of the Plan Year for which such contributions were made. Prior to June 1, 2004, allocations shall be made to the Annuity Sub-Account; on or after June 1, 2004,



allocations shall be made only to the Profit Sharing Sub-Account, the Annuity Sub-Account being frozen as of such date.

(C) Payment by Employer

Each Employer shall pay its contributions in accordance with and subject to the terms of the Trust Agreement and the applicable Collective Bargaining Agreement.

**Participant Contributions.**

Other than Rollover Contributions, you shall NOT be required or permitted to make contributions to the Trust Fund.

**Reciprocal Contributions.**

Any amounts transferred to the Trust on your behalf pursuant to any reciprocity agreements between the Trustees and a trust, entity, international sponsored standard agreement, or plan similar to this Plan shall be treated as a contribution by a Employer made in accordance with and subject to the provisions of on Employer Contributions above.

**Return of Contributions to Employer.**

Except as otherwise provided in this section, all contributions by an Employer shall be irrevocable and shall be transferred to the Trustees and held as provided in the Plan, to be used in accordance with the provisions of this Plan in providing the benefits and paying the expenses hereof. However, to the extent permitted by the law, contributions shall be returned to an Employer under the following circumstances:

(A) Mistake

If and to the extent that any contribution was made by a mistake of fact, the Administrator may direct the Trustee to return the contribution to the Employer at any time within one year after the payment of such contribution.

(B) Adjustments

Any contribution returned pursuant to this section shall be adjusted to reflect only its proportionate share of the Trust Fund's loss, if any.

(C) Limitation on Rights

Notwithstanding any provision of this Plan to the contrary, the right or claim of any Participant or Beneficiary to any asset of the Trust or to any benefit under the Plan shall be subject to and limited by the provisions of this section.

**Rollover Contributions.**

In accordance with procedures established by the Administrator and applied in a uniform and nondiscriminatory manner, you may make a Rollover Contribution to the Plan at any time of cash, or such other property as the Administrator may specifically approve in advance, of the taxable portion of an "Eligible Rollover Distribution", as defined on page 10, which you received from another qualified pension or profit sharing plan or an individual retirement account and which is contributed to the Plan in compliance with the requirements for you making a federal income tax

free "rollover" contribution under the Code, including the direct transfer of such Rollover Contribution to the Trust Fund from such other plan or account.

The Administrator shall obtain such evidence, assurances, opinions and certifications it may deem necessary to establish to its satisfaction that the amounts to be contributed as a Rollover Contribution will not affect the qualification of the Plan or the tax-exempt status of the Trust under the Code. Any Rollover Contribution which is found by the Administrator not to be qualified for tax-free rollover treatment shall be returned to you.

Any expense to or liability incurred by the Plan or any fiduciary of the Plan because of a transfer of such disqualified assets to the Trustee shall be borne solely by and charged to the individual who requested the transfer. Rollover Contributions shall be credited to your Rollover Account. Rollover Contributions made on or after June 1, 2004 shall be credited to the your Profit Sharing Sub-Account. At all times, you shall be 100% vested in the value of your Rollover Account.

If you have questions about Rollovers, please contact the Fund Office. You may also wish to consult with a financial advisor or accountant concerning the tax ramifications of a Rollover.

**Limitation on Benefits.**

The following are the limitations on benefits:

The annual Addition that may be contributed or allocated to a your Account under the Plan for any Plan Year shall not exceed the lesser of:

- (1) \$40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code and Treasury Regulation Section 1.415(d)-1(b), or
- (2) 100% of your compensation, within the meaning of Section 415(c)(3) of the Code (as defined in Treasury Regulation Section 1.415(c)-2), for the Plan Year.

The term "Additions" shall mean the sum of all contributions and forfeitures allocated to your Account for the Plan Year. However, additions shall be determined without regard to any rollover contributions received during the year.

Benefits under this Plan shall be reduced as necessary in order to achieve compliance with the limitations of Section 415 of the Code. If benefits are so reduced, the Trustees shall advise affected Participants of any additional limitation required by this paragraph.

The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code, as amended, so that the maximum benefits provided by plans of the Employers shall be exactly equal to the maximum amounts allowed under Section 415 of the Internal Revenue Code and regulations thereunder. If there is any discrepancy between the provisions of this section and the provisions of Section 415 of the Internal Revenue Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code.

## ACCOUNTS - INVESTMENTS

### **Separate Accounting.**

The following Rules govern the accounting of Participant Accounts:

(A) Accounts

The Administrator shall establish and maintain in respect of each Participant an Account, including the Annuity Sub-Account and the Profit Sharing Sub-Account, showing your interest under the Plan and in the Trust and all other relevant data pertaining thereto. The establishment and maintenance of, or allocations and credits to the Account, including the Sub-Accounts, of any Participant shall not vest in any Participant any right, title or interest in and to any Plan assets or benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and in accordance with the terms of the Trust.

(B) Value of Accounts

The value of any Account, including the Sub-Accounts, as of any date of determination shall be equal to:

- (1) The aggregate amount credited to such Account, including the Sub-Accounts, as of the Valuation Date coinciding with or next preceding such date of determination, after all allocations as of such Valuation Date have been made, plus
- (2) any amounts contributed to or otherwise to be credited to such Account, including the Sub-Accounts, since such Valuation date, less
- (3) any amounts distributed from or otherwise to be charged to such Account, including the Sub-Accounts, since such Valuation Date.

### **Investment Accounts.**

The following rules govern the investment of Participant accounts:

(A) Investment by Trustees

Except as otherwise provided in (B) below, the Accounts, including the Sub-Accounts, of Participants shall be invested by the Trustees in accordance with the terms of the Trust Agreement.

(B) Investment Funds for Accounts

The Trustees may cause to be established under the Trust separate funds for the investment of assets held in the Trust in order to provide differing investment opportunities for Participants to choose from. Any such separate fund may be established through separate accounting of a portion of the assets of the Trust or through the use of investment products offered by insurance companies, mutual funds or other similar financial institutions. The Administrator shall provide, directly or indirectly through an investment agent, information to Participants concerning the nature of such separate funds, and shall from time to time establish such rules and procedures for implementing the provisions of this section as it

deems necessary, including without limitation, the use of prescribed forms, the imposition of reasonable time and notice requirements, the imposition of limitations on investment choices and transfers between the separate investment funds and the provision for periodic valuations during the Plan Year. All such rules and procedures shall be established and applied on a uniform and non-discriminatory basis to all persons similarly situated. The Trustees may change the separate funds available to Participants as they deem appropriate.

Each Participant's individual account shall be increased by the employer contributions received and identified for the participant, plus a proportionate share of all investment income determined upon the return and allocation of the participant account, and then reduced by such proportionate share of investment losses, withdrawals, and expenses allocated to the individual account. Fund Administration expenses shall be charged to Participants on a per capita basis.

Any Participant who does not make an investment election shall have their account balance invested by the Trustees in a qualified default investment alternative account as selected by the Trustees.

No person who is otherwise a fiduciary of the plan shall be liable to the designating Participant or to any other person claiming through a Participant for any losses or damages which are the result of investment instructions given by the Participant.

**Notice to Participants.**

Within a reasonable time after each Valuation Date, the Administrator shall notify each Participant (and each Beneficiary entitled to a distribution upon a Participant's death) of the balance in such Participant's Account, including the Sub-Accounts, as of such Valuation Date.

**BENEFITS**

**Distribution Upon Retirement or Termination of Employment.**

The following rules govern distribution upon Retirement or Termination of Employment. The distribution may be received in cash, less any appropriate applicable taxes, or may be rolled into a personal IRA or other tax deferred account, subject to the terms and provisions of that account.

(A) Entitlement –

Subject to the requirements concerning the Waiver of Qualified Joint and Survivor Annuity and Pre-retirement Survivor Annuity on page 9, as applicable, if your employment terminates for any reason other than death, you shall be entitled to receive a distribution of the value of your Account, including Sub-Accounts, as of the Valuation Date coinciding with or immediately following the earlier of:

- (1) the date which is two years after the date of your termination of employment,
- (2) the first date on or after your termination of employment as of which you are at least age 55, or

- (3) the date as of which you are entitled to a disability pension under the N.E.C.A. Local No. 145 I.B.E.W. Pension Fund.

(B) Regular Distribution

Subject to the Limitations on Distributions on page 9, you may elect, in accordance with procedures established by the Administrator, to receive distribution of your Account, including the Sub-Accounts, in the form provided in the section on Form of Distribution to Participant found on page 7 as soon as practicable, or to defer such distribution to any Valuation Date occurring on or after your termination of employment. In particular, if you are entitled to receive a distribution of the value of your Account, you may elect to defer distribution of your Account until age 59½ or Normal Retirement Age, if you so desire.

**Distribution Upon Death.**

The following rules govern distribution of your Account, including the Sub-Accounts, upon your death:

(A) Unmarried Participant

If you are unmarried when you die while employed by an Employer or before a distribution to which you are entitled, in accordance with the above section entitled Distribution Upon Retirement or Termination of Employment, has commenced, the value of your Account, including the Sub-Accounts, as of the Valuation Date coinciding with or immediately following your death shall be distributed to your Beneficiary in a single sum payment. Such distribution shall be made as soon as practicable following such Valuation Date and shall be paid to your estate or such other person or entity as you designate on your Beneficiary designation form. (Beneficiary Designation Forms are available at the Fund Office).

(B) Married Participant

(1) Annuity Sub-Account

Unless waived in accordance with the section on Waiver of Qualified Joint and Survivor Annuity and Pre-retirement Survivor Annuity found on page 9, upon your death, if you are married, while employed by an Employer or any affiliate, or before a distribution to which you are entitled in accordance with the above section entitled Distribution Upon Retirement or Termination of Employment has commenced, distribution of the value of your Annuity Sub-Account as of the last Valuation Date of the Plan Year in which your death occurs shall be paid to your Surviving Spouse in the form of a Pre-retirement Survivor Annuity.

The term "Pre-retirement Survivor Annuity" means a monthly annuity to your Surviving Spouse, if any, for the life of such Surviving Spouse, that is the Actuarial Equivalent of the value of your Annuity Sub-Account described in the preceding sentence; provided, that if your Surviving Spouse dies before the total of the payments to her under the Pre-retirement Survivor Annuity equals the value of your Annuity Sub-Account, such annuity payment shall continue to the Surviving

Spouse's Beneficiary until the total of all such monthly payment equals the value of your Annuity Sub-Account.

Payment of a Pre-retirement Survivor Annuity shall commence as soon as practicable following the Valuation Date which coincides with or next follows the date of your death; provided, however, it shall not commence to be paid prior to the date which would have been your Normal Retirement Date (had you lived) without the written consent of your Surviving Spouse.

In the absence of such consent, payment of the Pre-retirement Survivor Annuity shall not be made until the earlier of the first day of the month following receipt of the required consent by the Administrator, or the date which would have been the your Normal Retirement Date (had you lived). Prior to the date distribution of the Pre-retirement Survivor Annuity has commenced, your Surviving Spouse may elect, in accordance with procedures established by the Administrator, to receive distribution in a single sum cash payment in lieu of the Pre-retirement Survivor Annuity.

(2) Profit Sharing Sub-Account

Your Profit Sharing Sub-Account shall be distributed in the form of a single sum cash payment. Such distribution shall be made as soon as practicable following the Valuation Date.

**Form of Distribution to Participant.**

The following forms of distribution are available to you as set forth below:

(A) Annuity Sub-Account

The following rules shall apply to your Annuity Sub-Account:

(1) Annuity

Unless a different form of payment is elected in accordance with (2) below, distribution to you (if you are unmarried) shall be payable in the form of a Straight Life Annuity. A "Straight Life Annuity" means a monthly annuity in the amount that is the Actuarial Equivalent of the value of your Annuity Sub-Account, payable for your lifetime and ending with the payment due on the last day of the month coincident with or preceding the date of your death, provided, that if you die before the total of the monthly payments made to you equal the value of your Annuity Sub-Account, such monthly payments shall continue to the your Beneficiary until the total of the payments to you and your Beneficiary equals the value of your Annuity Sub-Account.

Unless waived in accordance with section on Waiver of 50% Qualified Joint and Survivor Annuity and Pre-retirement Survivor Annuity on page 9, if you are married, your distribution shall be payable in the form of a 50% Qualified Joint and Survivor Annuity. A 50% "Qualified Joint and Survivor Annuity" means a monthly annuity, in an amount that is the Actuarial Equivalent of the value of your Annuity

Sub-Account, payable for your lifetime, ending with the payment due on the last day of the month coincident with or preceding the date of your death and, if you die leaving a Surviving Spouse, a monthly survivor annuity for the life of your Surviving Spouse equal to 50% of the monthly annuity that was being paid to you, commencing on the last day of the month following the date of your death and ending with the payment due on the last day of the month coincident with or preceding the date of your Surviving Spouse's death.

In the event that you and your Surviving Spouse both die before the total of the monthly payments to both of you equals the value of your Annuity Sub-Account, monthly payments in the amount payable to the last to die of you and your Surviving Spouse shall continue to the Beneficiary of such last to die until the total of the payments made to all such persons equals the value of your Annuity Sub-Account.

(2) Optional Forms

Instead of the methods of payment described in (1) above, if you are unmarried or you are married but you have waived the 50% Qualified Joint and Survivor Annuity (in accordance with the following section), you may elect in accordance with procedures established by the Administrator, to receive distribution of your Annuity Sub-Account in a single sum or in the form of any other annuity that is the Actuarial Equivalent of the value of your Annuity Sub-Account.

If you are married, you also may elect a 75% Qualified Optional Survivor Annuity instead of the 50% Qualified Joint and Survivor Annuity. The 75% Qualified Optional Survivor Annuity is the Actuarial Equivalent of the 50% Qualified Joint and Survivor Annuity and pays a lifetime benefit to you with a survivor annuity for the life of your spouse, which is 75% of the amount payable during your life.

(B) Profit Sharing Sub-Account

The following rules apply to your Profit Sharing Sub-Account:

- (1) If you have ceased to be an Employee and have attained your Normal Retirement Date, you shall be deemed to have retired and shall, upon application to the Trustees and approval by the Trustees, be entitled to the Value of your Participant Profit Sharing Sub-Account in a single sum. The rules concerning the Qualified Joint and Survivor Annuity and Pre-retirement Survivor Annuity do not apply to the monies in your Profit Sharing Sub-Account.

**Waiver of 50% Qualified Joint and Survivor Annuity and Pre-retirement Survivor Annuity.**

The Employer shall furnish you, to the extent required by the law, explanations of the Qualified Joint and Survivor Annuity and the Pre-retirement Survivor Annuity under procedures developed by the Administrator. You may, with the written consent of your Surviving Spouse (unless the Administrator makes a written determination in accordance with the law that no such consent is required), elect: (A) to receive distribution of your Annuity Sub-Account in one of the optional

forms allowed for your Annuity Sub-Account instead of a Qualified Joint and Survivor Annuity, or (B) to have the distribution of your Annuity Sub-Account on your death paid in a single sum instead of being paid as a Pre-retirement Survivor Annuity .

An election with respect to distribution upon death must be made within the period beginning on the first day of the Plan Year in which you attain age 35 and ending on the date your death. Any other election to waive the 50% Qualified Joint and Survivor Annuity and Pre-retirement Survivor Annuity must be made within the 180 day period ending on your annuity starting date. Any election made pursuant to this section may be revoked by you without your spouse's consent at any time within which such an election could have been made. Such an election or revocation must be made in accordance with procedures developed by the Administrator. For purposes of this section, your "annuity starting date" means the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit not payable as an annuity, the first day on which all events have occurred which entitle you to such benefit.

### **Vesting.**

You shall at all times be 100% vested in your entire Account, including Sub-Accounts.

### **Limitations on Distributions.**

The following are the somewhat technical limitations on distributions required by federal law:

- (A) Notwithstanding any other provision of the Plan and subject to provisions on "Lost Payees" found on page 20, unless otherwise provided by law, any benefit payable to you shall commence no later than the April 1<sup>st</sup> of the calendar year following the calendar year in which you attain age 70 ½. This date is referred to as your "required beginning date". This distribution must begin at this time even if you have not ceased working in Covered Employment.

If such a distribution is not paid in a single sum payment, then such benefits shall be paid, in accordance with the law: (1) over your lifetime, (2) over your lifetime and the lifetime of your designated Beneficiary, (3) over a period not extending beyond your life expectancy, or (4) over a period not extending beyond the joint life expectancies of you and your designated Beneficiary. The minimum distribution required for your first distribution calendar year must be made on or before your "required beginning date." The minimum distribution for each other calendar year, including the minimum distribution for the year in which your required beginning date occurs, must be made on or before December 31<sup>st</sup> of the distribution calendar year. Life expectancies for purposes of this section shall be recalculated annually in accordance with the law.

- (B) If distribution of your benefit has commenced prior to your death, and you die before your entire benefit is distributed to you, distribution of the remaining portion of your benefit to your Beneficiary shall be made at least as rapidly as under the method of distribution in effect as of the date of your death.
- (C) If you die before distribution of your benefit has commenced, distributions to your Beneficiary shall be made on or before December 31<sup>st</sup> of the calendar year which contains



the fifth anniversary of the date of your death. However, at the Beneficiary's irrevocable election, duly filed with the Administrator before the applicable commencement date set forth in the following sentence, any distribution to a Beneficiary may be made over a period not extending beyond the life expectancy of the Beneficiary. Such distribution shall commence no later than the December 31<sup>st</sup> of the calendar year immediately following the calendar year in which you die or, in the event such Beneficiary is your Surviving Spouse, on or before December 31<sup>st</sup> of the calendar year in which you would have attained age 70 ½, if later (or, in either case, on any later date prescribed by the law). If your Surviving Spouse dies after you, but before distributions to your Surviving Spouse commence, this subsection (C) shall be applied to require payment of any further benefits as if your Surviving Spouse were you.

- (D) Pursuant to the law, any benefit paid to a child shall be treated as if paid to your Surviving Spouse if such amount will become payable to your Surviving Spouse on the child's attaining majority, or other designated event permitted by the law.
- (E) Notwithstanding the foregoing and subject to the rule concerning Lost Payees, unless you elect a later date, payment of benefits under the Plan shall commence no later than the 60<sup>th</sup> day after the latest of the last day of the Plan Year in which you: (1) attains your Normal Retirement Date, (2) attains your 10<sup>th</sup> anniversary of Plan membership, or (3) terminates your employment.

**Direct Rollover.**

Solely to the extent required under the law and government regulations, and notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly in a Direct Rollover to an Eligible Retirement Plan specified by the Distributee.

For purposes of this section, the following terms shall have the following meanings:

- (A) Eligible Rollover Distribution  
Solely to the extent required under the law and regulations, an Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). An Eligible Rollover Distribution shall not include any amount that is distributed on account of hardship and the Distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

(B) Eligible Retirement Plan

An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to a surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

Effective for distributions made after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relation Order, as defined in Section 414(p) of the Code.

(C) Distributee

A Distributee includes an employee or former employee. In addition, the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. The term Distributee shall also include a non-spouse beneficiary of an employee or former employee.

(D) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

## DESIGNATION OF BENEFICIARIES

### **Beneficiary Designation.**

You (and if applicable, your Surviving Spouse) should file with the Administrator a written designation of one or more persons as the Beneficiary who shall be entitled to receive the amount, if any, payable under the Plan upon your death. Subject to the requirements discussed in the preceding section entitled "Benefits", you (or if applicable, your Surviving Spouse) may from time to time revoke or change a Beneficiary designation without the consent of any prior Beneficiary by filing a new designation with the Administrator.

Notwithstanding the foregoing, if you are married, your Spouse must consent in writing to your designation of a Beneficiary other than your Spouse (unless the Administrator makes a written determination in accordance with the law that no such consent is required). The last such designation received by the Administrator shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Administrator prior to your (or, if applicable, your Surviving Spouse's) death, and in no event shall it be effective as of a date prior to such receipt.

**Lack of Designated Beneficiary.**

If no valid Beneficiary designation is in effect at the time of your (or, if applicable, your Surviving Spouse's) death, or if no validly designated Beneficiary survives you (or, if applicable, your Surviving Spouse), or if each surviving validly designated Beneficiary is legally impaired or prohibited from taking, then the your Beneficiary shall be your Surviving Spouse, if any, or if you have no Surviving Spouse, then your estate, and your Surviving Spouse's Beneficiary shall be her estate.

If the Administrator is in doubt as to the right of any person to receive such amount, it may direct the Trustees to retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Administrator may direct the Trustees to pay such amount into any court of appropriate jurisdiction and such payment shall be a complete discharge of the liability of the Plan and the Trust therefor.

## **MANAGEMENT OF TRUST FUND**

**Use of Trust Fund.**

The Trust Fund shall be used to provide the benefits and pay the expenses of this Plan and of the Trust Fund and, except for the refund of mistaken contributions, no part of the Trust Fund or income shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries and the payment of expenses of this Plan.

**Trustees.**

The Trust Fund shall be held in trust by the Trustees. The Trustees are appointed from time to time under the provisions of the Trust Agreement and have such powers and duties as provided in the Trust Agreement. The Trust Agreement was executed between the Union and the Association. Subject to the provisions of the Trust Agreement, the Trustees shall be the named fiduciary with respect to the control or management of the assets of the Plan.

**Investments.**

The investment of the Trust Fund shall be in accordance with the provisions of the Trust Agreement and related Plan Documents.

**Payment of Expenses.**

The administrative and other expenses of the Plan shall be paid out of the Trust Fund unless paid by the Employers. All expenses shall be divided evenly among all existing Participants' Accounts, including Sub-Accounts, in proportion to the Sub-Account which generated the expense, at the time of the Trustees' approval of any expense.

## **ADMINISTRATION OF THE PLAN**

**The Administrator.**

The Plan shall be administered by the Trustees or by a person or committee appointed by the Trustees. The Administrator shall have general responsibility for the administration and interpretation of the Plan. This includes, but is not limited to, complying with applicable reporting and disclosure requirements, establishing and maintaining Plan records, issuing instructions to the

Trustees regarding the benefits that are to be paid from the Trust Fund to Participants and Beneficiaries and adopting amendments to the Plan as allowed under the Plan Document. The Administrator shall also exercise such other rights and powers, as may be specifically granted by the Plan Document or by the Trust Agreement.

**Indemnity.**

To the maximum extent permitted by law, no person acting in the capacity of Administrator (including each member of any committee acting as such) shall be personally liable by reason of any contract or other instrument executed by him or on his behalf in such capacity nor for any mistake of judgment made in good faith.

**Services to the Plan.**

The Administrator may arrange for the engagement of legal counsel, and make use of such agents, Plan professionals and clerical or other personnel as they each shall require or may deem advisable for purposes of the Plan. The Administrator may rely upon the written opinion of counsel and any actuary and accountants engaged by the Administrator and may delegate to any such agent its authority to perform any act hereunder, including without limitation those matters involving the exercise of discretion, provided that such delegation shall be subject to revocation at any time at the discretion of the Administrator. The Administrator shall report to the Trustees, at such times as shall be specified by the Trustees, with regard to the matters for which it is responsible under the Plan.

**Administrator Records.**

The Administrator shall appoint an individual who shall cause to be kept full and accurate accounts of receipts and disbursements of the Plan, and shall cause to be deposited all funds of the Plan to the name and credit of the Plan, in such depositories as may be designated by the Administrator. All demands for money of the Plan shall be signed by such person or persons as the Administrator may from time to time designate in writing.

**Claims Procedures.**

The following are the Plan's claims procedures:

- (A) All claims for benefits under the Plan shall be submitted to, and within a reasonable period of time, decided in writing by the Administrator. Written notice of the decision on each such claim shall be furnished reasonably promptly to the claimant.

If the claim is wholly or partially denied, written notice of the denial shall be furnished within 90 days after receipt of the claim. However, if special circumstances require an extension of time for processing the claim, an additional 90 days from the end of the initial period shall be allowed for processing the claim. In such a case, the claimant shall be furnished with a written notice of the extension prior to the termination of the initial 90-day period. The notice shall indicate the special circumstances requiring an extension of time to process the claim.

A notice of denial of a claim shall include:

- (1) The specific reason or reasons for the denial;
- (2) Reference to the specific Plan provisions on which the determination is based;
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of a claim on review.

For all purposes under the Plan, such decisions on claims (where no review is requested) and decisions on review (where review is requested) shall be final, binding and conclusive on all interested persons as to any matter of fact or interpretation relating to the Plan. The Trustees shall have full discretion and authority to interpret and apply provisions of the Plan and matters pertaining to its administration, and their decisions thereon shall be final. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

#### **Claims Review Procedures.**

The following are the Plan's claims review (or appeal) procedures:

- (A) The claimant shall have 60 days following receipt of a notification of a denial within which to appeal the denial;
- (B) The claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
- (C) The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (D) The review on appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit denial;
- (E) The Trustees shall be empowered to hold a hearing at which such applicant shall be entitled to present the basis of your claim for review and at which you may be represented by counsel;
- (F) The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the

need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Fund Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Fund Administrator shall notify the claimant of the benefit determination as soon as possible, but not later than five days after the benefit determination is made.

- (G) The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of a Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to subsection (F) of this section due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be extended from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information, unless the claim is otherwise denied;
- (H) In the case of a denial on review, the Fund Administrator shall provide such access to, and copies of, documents, records and other information described in subsections (I)(3) (4) or (5) of this section as is appropriate; and
- (I) The Fund Administrator shall provide a claimant with written or electronic notification of a Plan's benefit determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of a denial, the notification shall set forth, in a manner calculated to be understood by the claimant, which may include:
  - (1) The specific reason or reasons for the denial;
  - (2) Reference to the specific Plan provisions on which the benefit determination is based;
  - (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
  - (4) A statement of the claimant's right to file suit under ERISA Section 502(a).

**Communications.**

Any notice, election, application, instruction, designation or other form of communication required to be given or submitted by any Participant, other Employee or Beneficiary shall be in such form as is prescribed from time to time by the Administrator, sent by first class mail or delivered in person, and shall be deemed to be duly given only upon actual receipt thereof by the Administrator.

Any notice, statement, report and other communication from the Administrator to any Participant, other Employee or Beneficiary required or permitted by the Plan shall be deemed to have been duly given when delivered to such person or mailed by first class mail to such person at his address last appearing on the records of the Administrator. Each person entitled to receive a payment under the Plan shall file in accordance herewith his complete mailing address and each change therein.

A check or communication mailed to any person at his address on file with the Administrator shall be deemed to have been received by such person for all purposes of the Plan, and no employee or agent of the Administrator shall be obliged to search for or ascertain the location of any such person except as required by ERISA.

If the Administrator is in doubt as to whether payments are being received by the person entitled thereto, the Administrator may, notify such person that all future payments will be withheld until such person submits to the Administrator his proper mailing address and such other information as the Administrator may reasonably request. Such notice shall be sent by registered mail to the last known address of the person.

**Information From Participant.**

Each Participant shall file with the Administrator such pertinent information concerning himself and his Beneficiary, and each Beneficiary shall file with the Administrator such information concerning himself, as the Administrator may specify, and in the manner and form as the Administrator may specify or provide. No Participant or Beneficiary shall have the right or be entitled to any benefits or further benefits under the Plan unless such information is filed by him or on his behalf.

The Trustees shall be entitled to rely on any written representations, consents, and revocations submitted by Participants, spouses or other parties in making determinations under this plan unless such reliance is arbitrary and capricious. The Trustees reliance and determination shall be final and binding, and shall discharge the Trustees and the Plan from liability to the extent of the payment(s) made.

**AMENDMENT OR TERMINATION OF THE PLAN AND TRUST**

**Right of Amendment or Termination.**

The following rules govern the Trustees right to amend or terminate the Plan:

- (A) Subject to (B) and (C) below, the Trustees reserve the right at any time to amend, suspend or terminate the Plan, any contributions thereunder, the Trust or any contract issued by an insurance carrier forming a part of the Plan, in whole or in part and for any reason and without the consent of any Participant, Beneficiary or Surviving Spouse.

However, the Administrator may only adopt amendments which do not materially affect the cost of the Plan and which may be necessary or appropriate to facilitate the administration, management or interpretation of the Plan or to conform the Plan thereto, to

qualify or maintain the Plan and Trust as a plan and trust meeting the requirements of Code Sections 401(a) and 501(a) or any other provision of the law. The Administrator may exercise such additional powers and authority as may be granted by the Trustees from time to time.

- (B) No amendment or modification shall be made which would retroactively impair any rights to any benefit under the Plan which any Participant, Beneficiary or Surviving Spouse would otherwise have had at the date of such amendment by reason of the contributions theretofore made, except to such extent as may be necessary or appropriate to qualify or maintain the Plan and Trust as a plan and trust meeting the requirements of Code Sections 401(a) and 501(a) or any other provision of the law.

No amendment or modification shall be made which would make it possible for any part of the funds of the Plan (other than such part as is required to pay taxes, if any, and administrative expenses as provided in the Plan) to be used for or diverted to any purposes other than for the exclusive benefit of Participants and their Beneficiaries and Surviving Spouses prior to the satisfaction of all liabilities with respect thereto.

- (C) Any amendment, modification, suspension or termination of any provisions of the Plan may be made retroactively if necessary or appropriate to qualify or maintain the Plan and Trust as a plan and trust meeting the requirements of Code Sections 401(a) and 501(a) or any other provision of the law, as now in effect or hereafter amended or adopted.

**Notice.**

Notice of any amendment, modification, suspension or termination of the Plan shall be given by the Trustees or the Administrator, whichever adopts the amendment, to the other and to the Union and the Association and, where and to the extent required by law, to Participants and other interested parties.

**Plan Termination.**

The following rules apply in the event the Plan is terminated:

- (A) Upon termination of the Plan, no amount shall thereafter be payable under the Plan to or in respect of any Participant except as provided in the Plan and as permitted by ERISA. Upon termination of the Plan, transfers or distributions of the assets of the Plan as provided for in the Plan Document shall constitute a complete discharge of all liabilities under the Plan. The Administrator shall remain in existence and all of the provisions of the Plan which in the opinion of the Administrator are necessary for the execution of the Plan and the distribution or transfer of the assets of the Plan shall remain in force.

All determinations and notifications referred to in this section shall be in form and substance satisfactory to counsel for the Plan.

- (B) Upon the termination of the Plan, the Account, including Sub-Accounts, of each Participant shall be determined promptly and, if not already fully vested, shall become fully vested



and nonforfeitable. Distribution to the Participants thereafter shall be made in one of the manners and on the appropriate date or dates described in the Plan.

In the sole discretion of the Administrator, a Participant's Account, including Sub-Accounts, may be distributed to the Participant in any manner described in the Plan on any date prior to the date or dates which otherwise would be applicable under the preceding sentence. Until fully distributed, each Account, including Sub-Accounts, shall continue to be revalued in accordance with the provisions of the Plan.

**Successor Plan.**

No transfer of the Plan's assets and liabilities to a successor employee benefit plan (whether by merger or consolidation with such successor plan or otherwise) shall be made unless each Participant would, if either the Plan or such successor plan then terminated, receive a benefit immediately after such transfer which (after taking account of any distributions or payments to them as part of the same transaction) is equal to or greater than the benefit he would have been entitled to receive immediately before such transfer if the Plan had then been terminated. The Administrator may also request appropriate indemnification from the employer or employers maintaining such successor plan before making such a transfer.

**QUALIFICATION OF DOMESTIC RELATIONS ORDERS**

The Internal Revenue Code and ERISA require this Plan to adopt and implement procedures for qualifying Domestic Relations Orders. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Fund Office. The Plan shall be the sole determiner of ERISA compliance.

**GENERAL LIMITATIONS AND PROVISIONS**

**Rights of Employer.**

Nothing contained in the Plan shall give any Employee the right to be retained in the employment of an Employer or any affiliate or affect the right of any such Employer to dismiss any Employee. The adoption and maintenance of the Plan shall not constitute a contract between an Employer and any Employee or consideration for, or an inducement to or condition of, the employment of any Employee.

**Trust as Source of Benefits.**

Any and all rights or benefits accruing to any persons under the Plan shall be subject to the terms of the Trust Agreement. The Trust shall be the sole source of benefits under the Plan and, except as otherwise required by ERISA, the Trustees and the Administrator assume no liability or responsibility for payment of such benefits. Each Participant, Surviving Spouse, Beneficiary or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust for such payment and shall not have any right, claim or demand therefor against the Trustees, or the Administrator or any member thereof.

**Incompetent Payee.**

If the Administrator shall be notified that any person to whom any amount is payable under the Plan is found by a court of competent jurisdiction unable to care for his affairs because of illness or accident, or is a minor, or has died, then any payment due him or his estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Administrator so elects, be paid to his Spouse, a child, a relative, an institution maintaining or having custody of such person, or any other person deemed by the Administrator to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Plan and the Trust therefor.

**Nonalienation of Benefits.**

Except insofar as may be otherwise be required by law or pursuant to the terms of a Qualified Domestic Relations Order, no amount payable at any time under the Plan and the Trust shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind nor in any manner be subject to the debts or liabilities of any person and any attempt to so alienate or subject any such amount, whether presently or thereafter payable, shall be void.

For purposes of the Plan, a "Qualified Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) which has been determined by the Administrator in accordance with procedures established under the Plan, to constitute a qualified domestic relations order within the meaning of Code Section 414(p)(1).

**Lost Payee.**

If the Administrator cannot determine the whereabouts of any person to whom a payment is due under the Plan, including an Alternate Payee under a Qualified Domestic Relations Order, and if, after three years from the date such payment is due, a notice of such payment due is mailed to the last known address of such person, as shown on the records of the Administrator or the Employer, and within three months after such mailing such person has not made written claim therefore, then the Administrator, if it so elects, after receiving advice from counsel to the Plan, may direct that such payment be escheated to the applicable State and that all remaining payments otherwise due to such person be canceled on the records of the Plan, and upon such cancellation, the Plan and the Trust shall have no further liability therefor.

**Insurance Contracts.**

If the payment of any benefit under the Plan is provided for by a contract with an insurance practice, the payment of such benefit shall be subject to all the provisions of such contract.

**Gender.**

Whenever used in the Plan or herein, the masculine gender includes the feminine.

**Captions.**

The captions preceding the sections of the Plan and this Summary Plan Description have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions of the Plan.

**Governing Law.**

The Plan and all rights thereunder shall be governed by and construed in accordance with ERISA and the laws of the State of Illinois.

## DEFINITIONS

When used herein the following terms shall have the following meanings:

### **Account, Annuity Sub-Account and Profit Sharing Sub-Account.**

“**Account**” means the Account established and maintained under the Plan on behalf of a Participant, including as applicable, his Employer Account and his Rollover Account. As of June 1, 2004, each Account will consist of two sub-accounts, an Annuity Sub-Account and a Profit Sharing Sub-Account.

The Annuity Sub-Account shall consist of the balance of the Participant’s Account as of May 30, 2004. The Annuity Sub-Account shall be made up of the Employer contributions credited to a Participant as adjusted for any gains, losses or expenses attributed to such account as of said date. The Annuity Sub-Account shall be subject to the Plan rules in effect at the time the annuity portion of the Plan is frozen on May 30, 2004 and the Plan is converted into a profit sharing plan on June 1, 2004.

The Profit Sharing Sub-Account shall consist of all Employer contributions made on or after June 1, 2004, the day after the annuity portion of the Plan is frozen, as well as any gains, losses or expenses attributed to such Sub-Account. The Profit Sharing Sub-Account shall be subject to the Plan rules in effect after the Plan is converted to a profit sharing plan on June 1, 2004.

### **Accrued Benefit.**

“**Accrued Benefit**” means the balance in a Participant’s Account, including any Sub Accounts, under the Plan, on any date.

### **Actuarial Equivalent.**

“**Actuarial Equivalent**” means the value of an annuity that can be purchased with the value of the Participant’s Annuity Sub-Account.

### **Administrator.**

“**Administrator**” means the Trustees or any other person or entity appointed by the Trustees to administer the Plan. The Trustees shall be the named fiduciary of the Plan for purposes of ERISA.

### **Association.**

“**Association**” means the Quad Cities Chapter National Electrical Contractors Association, or any successor thereto.

### **Beneficiary.**

“**Beneficiary**” means any person or entity validly designated by a Participant pursuant to Article VI to receive the amount, if any, payable under the Plan upon his death.

### **Code.**

“**Code**” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

**Collective Bargaining Agreement.**

“**Collective Bargaining Agreement**” means the agreement between the Association and the Union under which the Employers are required to make contributions to the Plan.

**Daily Valuation Date.**

“**Daily Valuation Date**” shall mean each date that the New York Stock Exchange is open for business and is applicable only to the extent that the Participant Accounts or Sub-Accounts are valued on a daily basis.

**Effective Date.**

“**Effective Date**” of this amendment and restatement means June 1, 2001, except as otherwise stated.

**Eligible Employee.**

“**Eligible Employee**” means any Employee who is: (A) a member of the Union, (B) included in a unit of employees covered by the Collective Bargaining Agreement, or (C) employed by the Union or any of its affiliated entities, and for whom, in any such case, his Employer is obligated to contribute to the Plan. A person shall also be considered an Eligible Employee to the extent required under a reciprocity agreement between the Trustees and a plan or trust similar to the Plan. An Employee shall not be considered an Eligible Employee for any period during which he maintains his eligibility under another plan pursuant to a reciprocity agreement between the Trustees and such other plan.

**Employee.**

“**Employee**” means any individual employed by an Employer, as defined below, who is covered by the Collective Bargaining Agreement, or special agreement, for whom the Employer makes contributions to the trust fund, and any individual who may have been so employed but is subsequently laid off, terminated or retired. The term Employee shall also include any individual or participant whom is both a member of the Union in good standing and is promoted by an Employer to a job classification not covered by the Collective Bargaining Agreement, including but not limited to, estimators, superintendents or general managers. The term Employee shall also include full-time employees of the Union as well as full or part-time Employees of any industry advancement entity provided such individual remains a member of the Local Union in good standing.

Any participant who is a member of the IBEW Local Union 145 in good standing and who is working outside the territorial jurisdiction of Local 145, and chooses not to reciprocate contribution benefits back to this Fund shall still be considered an Employee within this definition.

**Employer.**

“**Employer**” means present member-employers of the Association and such other sole proprietorships, and such other entity, sole proprietorship, partnership, limited liability, unincorporated association, corporation, joint venture or affiliate that agrees in writing to be part of the Collective Bargaining Agreement in effect between the Union and the Association.

The term Employer shall also mean the Union for the purposes of providing benefits for the full-time Employees of the Union, for whom the Union agrees to contribute to the Annuity and Profit

Sharing Fund f/k/a Annuity Fund. The term Employer shall also include any Local 145 sponsored electrical or building trade industry entity working toward the advancement of the electrical union, the electrical trade, and/or the entire union building trade community, for whom said entity agrees to contribute to the Annuity and Profit Sharing Fund f/k/a Annuity Fund.

**Employer Account.**

“**Employer Account**” means the portion of a Participant's Account, including Sub-Accounts, attributable to contributions made on his behalf in accordance with the Plan.

**Employment Commencement Date.**

“**Employment Commencement Date**” means the date on which an individual first performs an Hour of Service for the Employer or any Affiliate.

**ERISA.**

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as now in effect or as hereafter amended.

**Fiscal Year.**

“**Fiscal Year**” means the 12 month period beginning on April 1 and ending on the following March 31 of each year.

**Former Participant.**

“**Former Participant**” means a Participant who has terminated his employment as an Eligible Employee, whether or not he has received a distribution of his Account.

**IRS.**

“**IRS**” means the United States Internal Revenue Service.

**Military Service.**

“**Military Service**” shall mean service in any branch of the uniformed services of the United States of America for which an honorable discharge is received, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty, the Commissioned Corp. of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency including natural disasters and civil disturbances.

- (A) For Military Service on or after December 13, 1994, Participant shall receive the higher of 50 hours of work credit, or 1/12 of the per Participant actuarially calculated Plan Year work hours for each month of Military Service if:
- (1) The Participant worked in covered employment within 12 months of the onset of Military Service (including covered employment under a reciprocal agreement);
  - (2) The Participant worked in covered employment or submitted an application for work in covered employment in accordance with the following schedule (including covered employment under a reciprocal agreement);

- (a) If the Military Service was less than 31 days, beginning with the first full regularly scheduled work period on the first calendar day following discharge from Military Service, plus the expiration of eight hours after reasonable and actual time for transportation back to the Participant's residence;
  - (b) If the Military Service is more than 31 days, but less than 181 days, beginning no later than 14 days following discharge from the Military Service;
  - (c) If the Military Service is more than 180 days beginning on the day not later than 90 days after discharge from Military Service;
- (C) Credit for Military Service on or after December 14, 1994, shall not exceed five years of credited service;
- (D) Benefit accrual for Military Service shall be credited as though contributions were made at the rate which was the Fund's average contribution rate at the time of Military Service;
- (E) The Trustees retain the discretion to make exceptions to all of the above rules due to hardship, hospitalization and convalescence from an injury received on active duty in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and all regulations promulgated thereunder;
- (F) The Trustees may require documentation establishing the timeliness of covered employment prior to Military Service, of application for re-employment in covered employment and the length and character of any Military Service.
- (G) Any costs associated with the crediting of Military Service and/or the benefit accruals related to Military Service shall be considered liabilities of the entire Plan, and shall not be the exclusive cost of any single Employer or group of Employers.

It is the intent of the Plan to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and with §414(u) of the Internal Revenue Code.

**Normal Retirement Date.**

“Normal Retirement Date” means the first day of the month coinciding with or next following the Participant's 61<sup>st</sup> birthday.

**Participant.**

“Participant” means any Employee who participates in the Plan in accordance with Plan rules on participation.

**Plan.**

“Plan” means the N.E.C.A. Local No.145 I.B.E.W. Annuity and Profit Sharing Plan, formerly known as the N.E.C.A. Local No.145 I.B.E.W Annuity Plan, as the same may be amended from time to time.

**Plan Year.**

“**Plan Year**” means the 12 consecutive month period beginning on April 1 and ending on March 31 of the following calendar year.

**Retirement Benefit.**

“**Retirement Benefit**” means a pension or any other payment or payments payable under the terms of the Plan to a Participant, Spouse or Surviving Spouse, or Beneficiary.

**Rollover Account.**

“**Rollover Account**” means the portion of a Participant's Account attributable to Rollover Contributions.

**Rollover Contribution.**

“**Rollover Contribution**” means any contribution made by a Participant in accordance with the terms of the Plan.

**Spouse or Surviving Spouse.**

“**Spouse or Surviving Spouse**” means the individual to whom a Participant or Former Participant is legally married (as determined by the Administrator) on the earliest of: (A) the date on which payment of benefits commence under the Plan, or (B) the date of the Participant's death.

**Termination of Employment.**

“**Termination of Employment**”, or words of similar import, means the cessation of an Employee's employment as an Eligible Employee.

**Trust or Trust Fund.**

“**Trust or Trust Fund**” means the trust established by agreement between the Association and the Union to provide the benefits under the Plan.

**Trust Agreement.**

“**Trust Agreement**” means the agreement entered into between the Association and the Union to establish the Trust.

**Trustees.**

“**Trustees**” means the trustee or trustees of the Trust.

**Union.**

“**Union**” means Local No. 145 of the International Brotherhood of Electrical Workers, and any successor thereto.

**Valuation Date.**

“**Valuation Date**” means the last day of the Plan Year, and such other dates as the Administrator may establish.



## IMPORTANT FACTS ABOUT THE PLAN

The following information provides important facts about the Plan which you should know.

1. **Plan Name.** This Plan is known as the N.E.C.A. Local No. 145 I.B.E.W. Annuity and Profit Sharing Plan.
2. **Board of Trustees.** A Board of Trustees is responsible for the operation of the Plan. The Board of Trustees consists of an equal number of Employer and Union representatives selected by the Employers and Local No. 145 which have entered into Collective Bargaining Agreements which relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone number below:

Board of Trustees  
N.E.C.A. Local No. 145 I.B.E.W. Annuity and Profit Sharing Plan  
1700 52<sup>nd</sup> Avenue, Suite B  
Moline, Illinois 61265  
Telephone: (309) 764-8080

The Board of Trustees is both the Plan Sponsor and Plan Administrator.

As of November 20, 2013, the Trustees of this Plan are:

### UNION TRUSTEES

Mr. Carlton Wills  
1828 Dixwell  
Davenport, IA 52802

Mr. Charles Graf  
2721 N. 12th Street  
Clinton, Iowa 52732

Mr. Mark Strandgard  
1675 – 300<sup>th</sup> Street  
Sherrard, Illinois 61281

## EMPLOYER TRUSTEES

Mr. T.J. Thompson  
Rock River Electric  
101 Walnut Lane  
Colona, IL 61241

Mr. Joseph Bosso  
c/o Tri-City Electric  
6225 Brady Street  
Davenport, IA 52806

Mr. Tim Koehler  
c/o Koehler Electric  
2716 W. Central Park Avenue  
Davenport, Iowa 52804

3. **Identification Numbers.** The number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 002.

The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 36-3730534.

4. **Agent for Service of Legal Process.** The Board of Trustees is the agent for service of legal process.
5. **Collective Bargaining Agreements.** This Plan is maintained pursuant to collective bargaining agreements between the Employers and I.B.E.W. Local Union No. 145.

The Fund Office will provide you, upon written request, with information as to whether a particular Employer is contributing to the Plan on behalf of participants working under the collective bargaining agreements. The Fund Office will provide you, upon written request, a copy of the Collective Bargaining Agreements.

6. **Source of Contributions.** The benefits described in this booklet are provided through Employer Contributions. The amount of Employer Contributions and the Employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements.
7. **Pension Trust's Assets and Reserves.** These are assets held in trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying the reasonable administrative expenses of the Fund.
8. **Type of Plan.** This is a profit-sharing plan maintained for the purpose of providing retirement benefits to eligible Participants.

9. **Eligibility and Benefits.** The type of benefits provided and the Plan's requirements with respect to eligibility, as well as the circumstances that may result in disqualifications, ineligibility, or denial or loss of any benefits, are fully described in this booklet.
10. **Pension Benefit Guaranty Corporation.** Your pension benefits under this multiemployer profit-sharing plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency, due to the type of plan this is. By law, the PBGC only insures defined benefit plans, not defined contribution plans like this one. For more information on PBGC benefit guarantees and restrictions contact the PBGC at:

Communications and Public Affairs Dept.  
PBGC  
1200 K Street, NW  
Washington, DC 20005-4026  
(202) 326-4040

## **STATEMENT OF RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974**

As a Participant in the N.E.C.A. Local No. 145 I.B.E.W. Annuity and Profit Sharing 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 shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description ("SPD"). The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65 or the fifth anniversary of your participation in the Plan, whichever comes later) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## Prudent Actions by Plan Fiduciaries

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

## Enforce Your Rights

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

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

## Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

<p>Nothing in this statement is meant to interpret or change in any way the provisions expressed in the Plan. Only the full Board of Trustees is authorized to interpret the Plan of Benefits described in this booklet. No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret this Plan nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan, whenever, in their judgment, conditions so warrant.</p>
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