I.B.E.W. Local Union 481

Defined Contribution Plan and Trust

Indianapolis, Indiana

Summary Plan Description

June 2019

I.B.E.W. LOCAL UNION 481
DEFINED CONTRIBUTION PLAN AND TRUST

Benefit Office
1828 North Meridian Street, Suite 103
Indianapolis, Indiana 46202
(317) 923-4577

SPECIAL NOTICE

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

It is also important that the Beneficiary designation on file with the Benefit Office is current. Be sure to notify the Benefit Office if you wish to change your Beneficiary.

To All Participants:

We are pleased to provide you with this booklet summarizing the provisions of the I.B.E.W. Local Union 481 Defined Contribution Plan (the Plan). This booklet describes the main features of the Plan and is called a Summary Plan Description, or SPD.

As you look through it, you will learn how you become a Participant in the Plan, the forms of benefits available under the Plan, and when these benefits are payable. Also included in the booklet is certain important information which is required by the Employee Retirement Income Security Act of 1974 (ERISA).

There have been some changes in the Plan since the last booklet was distributed. One significant change is that Plan now gives you the option of exercising control over investments in your Plan account.

Every effort has been made to write the SPD in a plain, straightforward language. This booklet, however, only summarizes your rights and benefits. The Plan Document itself contains the complete description of Plan provisions, and will prevail if there is any conflict between it and this SPD.

We urge you to read this SPD carefully. We suggest that you share this SPD with your family members, since they may have an interest in the Plan. You should also keep this SPD for future reference and let your family know where it is kept. If you lose your copy, ask the Benefit Office for another.

You may direct any questions you may have about your benefits to the Benefit Office at (317) 923-4577.

Sincerely,

THE BOARD OF TRUSTEES

Important Information to Remember

Importance of Quarterly Statements – Please review your quarterly statements promptly and report any discrepancies immediately. The Benefit Office must have a complete and accurate record of the Contributions made on your behalf to make sure you are paid the right amount when you retire. It is always a good idea to retain your check stubs in case of a discrepancy.

Applying for Benefits – If you believe you are eligible for a Plan benefit and wish to retire, you must file a written application with the Benefit Office. Your benefit cannot be paid until your properly completed application is received and processed.

50% Joint and Survivor Annuity – If you are married on the date your benefits are to begin, your benefit will be paid in the form of a 50% Joint and Survivor Annuity, unless you direct otherwise and obtain spousal consent.

Pre-Retirement Death Benefit – If you die before receiving benefit payments, your Spouse (or if you are not married, your designated Beneficiary) will automatically receive 100% of your Vested account balance, either in the form of an annuity or a lump sum.

Overpayment of Benefits – If the Board of Trustees determines that an incorrect payment has been made, the Plan has the right to recoup any overpayments. The Board shall be entitled to utilize any legal or equitable remedies available. Any Participant or dependent, upon being notified of the recoupment efforts, shall have the right and obligation to appeal the decision to the Board of Trustees prior to commencing any other legal or administrative action.

Only The Trustees Can Interpret the Plan – You may not rely on any interpretation of the Plan unless it is written and signed on behalf of the full Board of Trustees, either by the Trustees themselves or, if authorized, by the Administrative Manager.

No Hardship Distributions, Loans or Pre-Tax Employee Deferrals – The Plan does not allow any sort of hardship withdrawal, loans or pre-tax elective deferrals. The Board of Trustees will notify you if these options become available in the future.

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INTRODUCTION

The Plan was established as the result of Collective Bargaining Agreements between the Employers and the Union. It is financed by Employer Contributions. A separate trust fund has been established for the purpose of holding and investing funds belonging to the Plan and paying benefits provided under the Plan. The Plan has been determined to be tax-qualified by the Internal Revenue Service (IRS) and complies with the Employee Retirement Income Security Act of 1974 (ERISA) and subsequent legislation.

The Plan is administered by a full Board of Trustees made up of representatives of the Union and representatives of the Employers. Only the full Board of Trustees is authorized to interpret the Plan 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 on behalf 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 Board of Trustees either by the Trustees, or, as authorized by the Trustees in writing, signed by the Administrative Manager. The Trustees reserve the right to amend, modify, discontinue and/or terminate all or any part of the Plan when conditions so warrant.

This booklet reflects Plan amendments that have been adopted through April 25, 2019 and summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures that must be followed when applying for a benefit. Also included is important information concerning your rights as a Participant, Beneficiary or Alternate Payee.

Please understand this booklet is simply a summary, and does not contain all of the details of the Plan or the federal tax laws applicable to tax-qualified plans. This booklet is not intended to change, expand, or otherwise interpret the terms of the Plan Document. Your rights can only be determined by referring to the full text of the Plan Document. **In the event of any conflict between this booklet and the Defined Contribution Plan Document, the Plan Document will be used to decide the conflict.**

General questions about the Plan can be addressed to the Administrative Manager, David M. Ray, at (317) 923-4577.

PLAN TERMS

The following definitions of terms used in connection with administration of the Plan may be helpful as you read the explanation of benefits provided in this booklet.

- **Annuity Starting Date -** If you have met all the requirements of the Plan, your retirement benefits will be paid as soon as administratively feasible. The Annuity Starting Date is the first day of the first period for which an amount is payable as an annuity. Your Annuity Starting Date will not be later than your Required Beginning Date.
- **Beneficiary -** A person designated in writing by a Participant to receive benefits upon the death of the Participant. If no such designation is made, or if the designated person is not living at the death of the Participant, the Beneficiary shall be the surviving Spouse; in the event no Spouse survives, then the Beneficiary shall be, in equal shares, the Participant's surviving children; but if there shall be no surviving children then the Beneficiary shall be the Participant's estate. If your non-Spouse Beneficiary fails to file a claim or cannot be located within 90 days following your death, the benefit may be paid to the individual(s) next on the Beneficiary list. If no valid claim is filed within ninety (90) days from notice of Beneficiary status, and the subsequent Beneficiary cannot be located, the benefit may be paid to the member's estate. If there is no estate to which the benefit can be paid, the benefit reverts to the IBEW 481 Defined Contribution Plan and Trust Fund on the second-year anniversary of the member's death, and no benefit will be paid subsequent to the reversion. If you become divorced, your designation of your former Spouse as Beneficiary automatically becomes null and void and you must fill out a new Beneficiary card with the Benefit Office to maintain your ex-Spouse as your Beneficiary or select a new Beneficiary.
- **Break in Service -** You suffer a Break in Service in any calendar year in which you don't work at least 500 hours. For purposes of this provision, maternity or paternity leave will be considered hours worked. Five consecutive Breaks in Service constitute a Permanent Break in Service, and you forfeit any unvested benefit. Once you have attained 500 Hours of Service in any calendar year, you are 100% Vested in the Employer Contributions that have accrued since you started working, or since any Permanent Break in Service. You are always 100% Vested in your voluntary Contributions.
- **Collective Bargaining Agreements -** The Plan is maintained pursuant to Collective Bargaining Agreements between I.B.E.W Local Union 481 and all Employers signatory to and participating in these agreements, which requires Contributions to the Plan and which govern the wages, hours, and working conditions of Employees working in covered employment.

- **Compensation -** The total compensation an Employer pays to you during a calendar year that is included in your gross income. This amount does not include amounts contributed by an Employer to the Fund on your behalf, nor does it include non-taxable fringe benefits.
- **Contribution -** Payment made or required to be made to the Trust Fund by any Employer as required under the Collective Bargaining Agreement or other written agreement.
- **Distribution Date -** Distributions will be made as soon as administratively feasible following a request for distribution.
- **Early Retirement Age -** Age 55.
- **Employee -** A person performing work for an Employer that is covered under the terms of a Collective Bargaining Agreement or other Agreement, or Employees of the Union and any affiliated organization.
- **Employer -** Any individual, firm, association, partnership or corporation that is signatory to a Collective Bargaining Agreement with the Union requiring that Contributions be made to the Fund. Employers also include the Union and any affiliated organization, the Trust Fund, or any other Employer that contributes to the Fund on behalf of its Employees under an Agreement with the Trustees. Upon request from a Participant or Beneficiary, the Administrative Manager will advise if any particular employer is a participating Employer.
- **Hours of Service -** Each hour for which you are paid or entitled to payment, including vacation, holiday, sick leave, or other hours paid by your Employer. Hours for which back pay is awarded or agreed to are also included. Periods of qualified military service may also entitle you to credit for hours that you otherwise would have worked for your Employer and the Contributions that would have been paid on those hours. Contact the Administrative Manager for further details.
- **Individual Participant Account -** The bookkeeping account established for each Employee that shows the amount, if any, of his or her Voluntary After-Tax and Employer Contributions, adjusted from time to time for investment gains and losses attributable to those Contributions. Any amounts transferred to this Plan by you from another Plan are also part of you Individual Participant Account. Administrative expenses may be charged to your Individual Participant Account.
- **Life Expectancy -** The average future lifetime of an individual from a given age, calculated using either the mortality table prescribed by the Plan or selected by an insurance company from which an annuity contract has been purchased.

- **Normal Retirement Age -** The first day of the month concurrent with or next following your attaining age 65. You are 100% Vested when you retire on your Normal Retirement date.
- **Plan Year -** The 12-month period from July 1st to the following June 30th.
- **Qualified Default Investment Alternative (QDIA) -** This is a portfolio of investments selected and monitored by the Board of Trustees. The asset allocation of the QDIA seeks a reasonable rate of return using diversified investment options to help minimize the risk of large losses. Your Individual Participant Account will be invested in the QDIA if you choose not to exercise control over your investments.
- **Required Beginning Date (RBD) -** If you are not a 5% owner of a contributing Employer, your RBD is the April 1st following the calendar year in which the <u>later</u> of two events occur:

  (1) you reach age 70½; <u>or</u>

  (2) you retire.

  For a 5% owner, the RBD is the April 1st of the calendar year following the year in which you reach age 70½, regardless of whether you retire.
- **Retirement -** The age when you (i) terminate or withdraw from active employment, and (ii) qualify for and begin to receive retirement benefits under the Plan. To be considered retired, you must have completely ceased employment with all Employers. At Normal Retirement Age you may begin receiving benefits from this Plan regardless of whether you have withdrawn from active employment.
- **Spouse -** Your legal Spouse prior to the payment of any benefits. If you become divorced, your designation of your former Spouse as Beneficiary automatically becomes null and void and you must fill out a new Beneficiary card with the Benefit Office to maintain your ex-Spouse as your Beneficiary or select a new Beneficiary. The Plan will recognize a same-sex spouse so long as the marriage occurred in a jurisdiction that permits such marriages.
- **Union -** Local Union 481, affiliated with the International Brotherhood of Electrical Workers.
- **Termination of Employment -** You will be deemed to have Terminated from Employment when you cease employment with all Employers and have not received an Employer Contribution for twelve consecutive months.
- **Total and Permanent Disability** - A physical or mental condition that meets the requirements for total disability under the Federal Social Security Act.

- **Valuation Date** - The value of your Individual Participant Account may be calculated on any day on which the stock market is open.
- **Year of Service** - The twelve consecutive month period beginning on January 1 and ending on December 31.
- **Vested/Vested Status -** Your non-forfeitable interest in your Individual Participant Account. All voluntary Contributions in your Individual Participant Account are Vested and non-forfeitable. You must earn 500 Hours of Service in any calendar year to become 100% Vested in the Employer Contributions which have accrued since you began working in covered employment or since any permanent Breaks in Service.

PARTICIPATION, EMPLOYER CONTRIBUTIONS AND VESTING

Becoming a Participant in the Plan

You are eligible to participate in the Plan if you are an Employee whose employment under a Collective Bargaining Agreement requires Contributions on your behalf, or are a common-law Employee of the Union or another entity whose participation has been approved by the Trustees. Your participation in the Plan will occur on the date on which you complete an Hour of Service. You should complete an enrollment form when you begin work. Upon your participation, an Individual Participant Account will be established and all of your incoming Contributions will be allocated to your Individual Participant Account.

Qualified Military Service

Certain periods of qualified military service may entitle you to receive Plan Contributions as required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Furthermore, if you die during a period of qualifying military service, your death will be treated as if you reported back to work the day prior to your death, and you will thereby be credited with Contributions and Hours of Service for your period of military service.

If you enter military service, you should contact the Benefit Office immediately before your departure and immediately upon your return. For more information on the procedures and notice requirements, please contact the Benefit Office.

Employer Contributions

For each month that the Collective Bargaining Agreement or other agreement requiring Contributions to the Plan is in effect, your Employer will contribute to the Plan on your behalf. The Contribution rate is specified in the Collective Bargaining Agreement or such other agreement applicable to you and may change from time to time.

Employee Voluntary Contributions

You are permitted to make non-deductible Contributions to the Plan. These may not exceed 12% of your annual Compensation earned while a participant under this Plan for covered employment under the terms of the Collective Bargaining Agreement or for other covered employment. You may make voluntary Contributions once per quarter of each Plan Year. The account balance available to you will include these Contributions, which will be tracked as a separate subaccount. You are always fully vested in your voluntary Contributions and they can never be forfeited.

You may elect to withdraw the entire balance of your voluntary non-deductible Contribution account at any time, without terminating your participation in the Plan. However, if you make a withdrawal, you may not make any additional Voluntary After-Tax Contributions for the twenty-four month period immediately following the withdrawal.

Limits on Contributions

The Internal Revenue Code defines annual limits on the amount of Contributions that can be credited to your account. Generally, the amount credited to your account for any Plan Year cannot exceed the lesser of:

- $56,000 (this amount may be indexed for inflation), or
- 100% of your annual pay.

Additionally, other limits may apply if you are also a participant in one or more non-multiemployer defined benefit or defined contribution plans.

Rollover Contributions

As long as it is not prohibited by the applicable law, you may transfer amounts received from another qualified retirement plan to the Plan. The transfer may be directly from the other plan, but in some cases may be made within 60 days of your receipt of the distribution from the other plan. The transferred amount must remain in your account until you are entitled to payment of a Plan benefit. Transfers may also be subject to reasonable, non-discriminatory rules adopted by the Board of Trustees. Please contact the Administrative Manager for further information.

Direct Rollover

As noted above, you may have an eligible rollover distribution paid directly to this Plan from another qualified retirement plan. When you become entitled to your benefit, you may also roll your eligible account balance to another qualified retirement plan or IRA (traditional or Roth).

Vesting

When you are Vested, you will have a non-forfeitable right to all Employer Contributions made on your behalf and any earnings on those Contributions. However, the fact that you are 100% Vested in your Individual Participant Account balance does not mean that you have the right to receive any benefit payments prior to your Retirement or termination of employment.

YOUR INDIVIDUAL PARTICIPANT ACCOUNT

The Trustees will establish an Individual Participant Account in your name when you become a Participant in the Plan.

You have the option of exercising control over the investment of the assets in your Individual Participant Account. You are permitted to select your own investments from a range of diverse investment options established by the Plan. The Trustees will provide you with information on the investment options provided.

You are not required to exercise control over your investments. If you do not make an investment election, the Trustees will invest your Individual Participant Account in the QDIA.

The value of your Individual Participant Account is calculated daily. The amount in your Individual Participant Account consists of:

Employer Contributions paid on your behalf (excluding any Employer Contributions made on your behalf that are automatically transferred to another plan due to an existing reciprocity agreement)

Plus

Voluntary Contributions paid by you on your behalf

Plus

Your share of net investment earnings (or losses) based upon the performance of your investment elections or the QDIA, adjusted for investment manager expenses calculated for each investment fund

Minus

Your share of the Fund's administrative expenses that do not include investment manager expenses

Minus

Any fees associated with distributions from your Individual Participant Account

Minus

Any amount of your account balance assigned to your former Spouse or other Dependent under the terms of a Qualified Domestic Relations Order

As soon as practical after the end of each calendar quarter, you will receive a statement from the Trustees that shows the balance of your Individual Participant Account as of the last Valuation Day. You may also access information about your account through John Hancock Retirement Plan Services by calling (800) 294-3575 or online at mylife.jhrps.com.

ERISA 404(c)

The Plan is intended to constitute a plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that Plan fiduciaries shall be relieved of any liability or losses that are the direct and necessary result of investment decisions made by any Participant, Beneficiary, or alternate payee.

PLAN BENEFITS

Eligibility for Benefits

You are eligible to receive benefits from the Plan:

- When you reach Normal Retirement Age. At Normal Retirement Age you may request payment of your entire vested balance, regardless of whether you have terminated your employment. If you continue your employment after your Normal Retirement Age, you will continue to be eligible to participate in the Plan and to accrue additional benefits until you actually retire. You are required by law to begin receiving minimum distributions on your Required Beginning Date. For further information regarding the minimum distribution requirements, contact the Administrative Manager.
- When you reach Early Retirement Age. You may receive one Early Retirement benefit between ages 55 and 59 and one Early Retirement benefit between ages 60 and 65. If you are between ages 60 and 65 are making a second request for an Early Retirement Benefit, you must have been terminated from employment for at least 12 consecutive months. To make a request for an Early Retirement benefit, you must properly and complete and submit the required employment termination form.
- When you become Totally and Permanently Disabled at any age. If you become Totally and Permanently Disabled, you are eligible to receive benefits from the Plan once you have submitted your Social Security Disability Award Certificate and an application is approved by the Board of Trustees, or as soon thereafter as is administratively possible. Your benefit will be equal to 100% of your Individual Participant Account. The form of payment will be determined based on the rules described in the "FORMS OF BENEFIT PAYMENT" section, below.
- Upon Termination of your Employment. If you have experienced a Termination of Employment, you can apply for a one-time withdrawal of your Individual Participant Account if you fulfill the following requirements:
  - You have terminated employment with all Employers;
  - You have not received any Employer Contributions to any IBEW 481 benefit fund, including reciprocal contributions, for twelve (12) consecutive months; and
  - You are under the age of 55.

  If you terminate employment in accordance with this provision, and you are not entitled to and have not received any other benefit from the Plan, you may elect, with spousal consent, to receive your benefit in a single sum as soon as administratively possible. Benefits will be paid subject to the Distribution Date provisions explained above. You are entitled to only one payment pursuant to this provision. Should you believe that you are entitled to a payout of this type, you should contact the Benefit Office for further information and fill out the proper forms. Please keep in mind that a termination distribution will trigger taxes and early distribution penalties.

Benefit Amount

Your benefit will be based on your Individual Participant Account balance as of the Valuation Date immediately preceding the date of your distribution.

Beneficiary Designation

You must notify the Benefit Office in writing of the person you would like to designate as your Beneficiary. You may change your Beneficiary designation at any time by written notice before you retire and begin receiving benefit payments. If you are married, your Spouse's written, notarized consent must be provided if you designate a Beneficiary other than your Spouse. If you are single, you may designate anyone you wish as your Beneficiary. However, if you later marry, your Spouse will become your beneficiary automatically, and any prior Beneficiary designation will become null and void. Please note: If you become divorced, your designation of your former Spouse as Beneficiary automatically becomes null and void and you must fill out a new Beneficiary card with the Benefit Office to maintain your ex-Spouse as your Beneficiary or select a new Beneficiary.

Reciprocal Transfers

You may request, on a form and in a manner satisfactory to the Trustees, a transfer of your Contributions to a like or similar Plan that is maintained in the jurisdiction of the Local Union of which you are a member. After such transfer, the Trustees shall have no further responsibility for any benefit to which you may be entitled as a result of the transferred Contributions. The Trustees may establish reciprocal agreements with other similar Plans that would establish procedures and mechanisms for effecting these transfers. By transferring this money you will avoid an involuntary cash-out or possible forfeiture of your account. If you wish to have contributions redirected to or from this Plan, it is important you are properly enrolled on the IBEW/NECA Electronic Reciprocal Transfer System. Please contact the Benefit Office for more information about the ERTS process.

FORMS OF BENEFIT PAYMENT

Married Participants

If you are married at the time your benefits are scheduled to begin, your benefits automatically will be distributed in the form of a Qualified 50% Joint and Survivor Annuity unless you elect, with your Spouse's consent, an Optional Form of payment within 180 days of the date your benefits are to begin.

A Qualified 50% Joint and Survivor Annuity provides equal monthly payments during your lifetime, and upon your death continues to provide 50% of your monthly benefit to your surviving Spouse for your Spouse's lifetime. The monthly payment provided under the Qualified 50% Joint and Survivor Annuity is calculated on the basis of your Individual Participant Account balance, you and your Spouse's Life Expectancies, prevailing interest rates for annuities, and your age and your Spouse's age at the time of payment.

If you want to reject the Qualified 50% Joint and Survivor Annuity and elect an Optional Form of payment under the Plan, you must first obtain your Spouse's consent. The consent must acknowledge a specific Beneficiary and form of payment and must be done within 180 days of your Annuity Starting Date. The consent must be in writing and it must be notarized. You can revoke an election to waive the Qualified 50% Joint and Survivor Annuity at any time, and any number of times, before your Annuity Starting Date. If your Spouse's original consent expressly permits all future designations or changes in payment form, it is not necessary to acquire his or her consent for additional changes. Any consent by a Spouse is effective only with respect to that particular Spouse.

Because a Spouse participates in these elections, you must immediately inform the Administrative Manager of any change in your marital status.

The Benefit Office will provide you with a detailed written explanation of the Qualified 50% Joint and Survivor Annuity, including the estimated benefit amount, between 30 and 180 days before your Plan distribution is scheduled to begin. You may elect to have benefits commence as early as seven (7) days after the explanation is provided.

Single Participants

If you are not married at the time your benefits are scheduled to begin, your benefits will automatically be paid in the form of a Single Life Annuity unless you notify the Trustees of your choice of an Optional Form of payment within the 180-day period before your benefit payments start. A Single Life Annuity provides equal monthly payments during your lifetime. The monthly payment that is provided is calculated on the basis of the value of your Individual Participant Account balance, your Life Expectancy, prevailing interest rates for annuities, and your age when you retire. The Benefit Office will inform you of the amount of this benefit before your Plan distribution is scheduled to begin. **Please note that no benefits will be paid after your death with a Single Life Annuity**.

Optional Forms of Payment

In lieu of the Qualified 50% Joint and Survivor Annuity or the Single Life Annuity, you may elect, in writing, one of the Optional Forms of payment, subject to certain limitations, and provided that if you are married at the time your benefits are scheduled to begin, your Spouse must consent to your election. The Optional Forms of payment are:

- Payment of your entire Individual Participant Account balance in a lump sum; or
- A Qualified Joint and 75% Survivor Annuity, which provides you with equal monthly benefits during your lifetime, and upon your death, continues to provide 75% of your monthly benefit to your surviving Spouse. The benefit payments under this annuity are the Actuarial Equivalent of your Individual Participant Account at the time of your Retirement and will be calculated based on the value of your Individual Participant Account, you and your Spouse's Life Expectancies, prevailing interest rates for annuities, and you and your Spouse's age at the time of payment. The Benefit Office will inform you of the amount of this benefit before your Plan distribution is scheduled to begin.

Whichever form of payment you receive, the value of your benefits will be Actuarially Equivalent with each alternative form of payment. If your benefit is to be paid in the form of an annuity, the Trustees will purchase an annuity contract on your behalf from an insurance company. The exact amount of your monthly payment will be determined by the insurance company, based on actuarial assumptions selected by the insurance company.

Qualified Direct Rollover Distribution from the Plan

Distributions of amounts attributable to Employer Contributions generally are eligible for direct rollover to an IRA or another employer plan. A payment from the Plan that is eligible for "rollover" either can be:

- Paid in a Direct Rollover, or
- Paid to you.

A rollover is a payment of your Plan benefits to your individual retirement arrangement (IRA) or to another qualified employer plan. This choice will affect the tax you owe.

If you choose a Direct Rollover:

- Your payment will not be taxed in the current year and no income tax will be withheld.
- Your payment will be made directly to your IRA or, if you choose, to another qualified employer plan that accepts your rollover.
- Your payment will be taxed later when you take it out of the IRA or the employer plan.

If you choose to have your Plan benefits paid to you:

- You will receive only 80% of the payment, because the Plan administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. Please note the Plan does not typically withhold State, City or County taxes, although you may elect to have the Plan withhold State taxes
- Your payment will be taxed in the year you receive it unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you also may have to pay an early distribution penalty of 10% additional tax, unless you take Early Retirement.
- You can roll over the payment by paying it to your IRA or to another employer plan that accepts your rollover within 60 days of receiving the payment. However, if you want to roll over 100% of the payment to an IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that was not rolled over.

When you apply for a distribution, the Plan Administrator will provide you with a more detailed explanation of these options. However, you should consult with a qualified tax consultant before making a choice.

PRE-RETIREMENT DEATH BENEFITS

If you die prior to receiving any benefits from the Plan, your Beneficiary will be entitled to the balance of your Individual Participant Account. This benefit may be paid in a single sum at the time of your death or in the form of a monthly annuity for the lifetime of your Beneficiary. See the definition of “Beneficiary”, within, for information about how the identity of your Beneficiary is determined if you do not properly designate one.

Married Participants

If you are married at the time of your death, your Spouse will be the Beneficiary of the death benefit, unless you otherwise elect in writing on a form furnished to you by the Plan Administrator, or your Spouse cannot be located. However, if you wish to designate a Beneficiary other than your Spouse, your Spouse must consent to waive any rights to the death benefit and to the designation of the alternate Beneficiary. Your Spouse’s consent must be in writing and witnessed by a notary.

Absent a valid waiver, the death benefit payable to your Spouse shall be in the form of a survivor annuity, that is, periodic payments over the life of your Spouse. The size of the monthly payments will depend on the value of your Individual Participant Account at the time of your death, the age of your Spouse when payments begin, and prevailing interest rates used by insurance companies. Your Spouse may elect an optional form of benefit as provided by the Plan. Because your Spouse participates in these elections and has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

Single Participants

Your death benefit will be paid to the Beneficiary of your choosing in installments or as a single lump sum.

You may designate a Beneficiary on a form supplied by the Plan Administrator.

APPLYING FOR BENEFITS

You must file a written application with the Board of Trustees on a form provided, upon request by the Benefit Office. A Participant and Spouse must be allowed at least 30 days after a written explanation to elect a benefit; however, they may elect, after being advised of this right, to have the benefit commence not less than seven (7) days after the required explanation is given.

Benefits shall be payable in accordance with the provisions of the Plan. Claims for benefits shall be made in writing on forms available from the Plan Administrator. A claim is a request by a Participant or Beneficiary for a benefit under the Plan and must be filed, either by the claimant or his authorized representative, with the Plan Administrator.

The Trustees may request additional information from you in order to make a decision on your application. If you are asked to provide more information, you will have to respond in order to be considered for pension benefits.

Annuity Starting Date

If you have met all the requirements of the Plan, your retirement benefits will be paid in accordance with the Distribution Date rules explained within. Benefit applications may be obtained from the Benefit Office.

You must begin benefit payments no later than your Required Beginning Date, as defined within.

Small Benefit Payments

If you are eligible for early or normal Retirement benefits and the value of your Vested Account Balance is (i) $1,000.00 or less, the Plan can pay your benefits in a lump sum without your consent, or (ii) $5,000 or less, but greater than $1,000, your benefit will be paid in a single lump sum, but payment will not be made without your consent (if you are married, your Spouse need not consent). Unless payment is made in the form of a direct transfer to another qualified retirement plan or IRA, Federal law generally requires that the Fund withhold 20% of your distribution as income tax and pay it to the IRS. When you apply for benefits, the Benefit Office will provide you with more detailed information regarding rollovers and mandatory withholding, and the appropriate forms.

Terminated Participant

You may, as a Vested participant, be considered a terminated participant and eligible for a Termination of Employment distribution. See "Eligibility for Benefits" within. Unless you elect to receive your benefits in accordance with the Plan requirements, your Employer Contributions will remain in the Plan. Your Individual Participant Account balance will continue to be adjusted to reflect investment gains and losses, as well as Plan expenses, and will be used to provide Retirement, Death or Disability benefits. However, if the Vested portion of your benefit is $1,000 or less, it will be distributed to you after approval by the Trustees.

Assignment of Benefits

Benefits cannot be sold, assigned or pledged as a security for a loan. Furthermore, they are not subject to attachment or execution under any court order or action, with the exception of a Qualified Domestic Relations Order (QDRO), a federal tax lien, or a federal statute.

Qualified Domestic Relations Orders

A Qualified Domestic Relations Order is a court order under domestic relations law assigning all or part of your pension benefits to an Alternate Payee (your former Spouse, your child, or other dependent), to provide child support, alimony payments and/or property rights to your former Spouse. The Fund has a set of procedures which are followed when reviewing a QDRO. A copy of these procedures may be obtained upon request from the Benefit Office at no cost.

The Plan Administrator may be required by law to recognize obligations you incur as a result of a court order relating to child support, alimony, or marital property rights. The Plan Administrator must honor a Qualified Domestic Relations Order, which is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your Spouse, former Spouse, child or other dependent. If such an order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator shall determine the validity of any domestic relations order received according to established procedures. You may request a copy of these procedures from the Plan Administrator. The Plan charges a uniform fee for reviewing and processing these orders, divided equally between the Participant and the Alternate Payee.

The portion of a Participant's benefit which is payable to an Alternate Payee under the terms of a Qualified Domestic Relations Order will be distributed to the Alternate Payee as soon as administratively possible following a valuation date if the amount does not exceed $1,000.00. If the amount exceeds $1,000.00, the Alternate Payee may elect to receive this amount in a single sum if not in conflict with the terms of the Qualified Domestic Relations Order.

Maximum Benefits

The amount of annual benefit credited under this Plan to a Participant will, to the extent and in the manner applicable to multiemployer plans, as defined in Internal Revenue Code (IRC) Section 414(f), be subject to the limitations of IRC Section 415, including, where applicable, the regulations issued thereunder.

Taxes on Benefits

The benefits you receive from the Plan are taxable and you must include them in your gross taxable income. It is recommended that you review any questions you have in this regard with a tax advisor or financial planner. If you made Voluntary After-Tax Contributions, the amount you contributed is not taxed again, but earnings attributable to your Voluntary After-Tax Contributions are included in your gross taxable income.

Spendthrift Provision

None of the benefits, payments, proceeds, claims or rights of any Participant shall be subject to any claim or any creditor of any Participant, nor subject to attachment, garnishment or other legal process by any creditor or any Participant, except as ordered by the Internal Revenue Service. Nor may a Participant pledge, assign or encumber his benefits, payments or proceeds.

RIGHT TO APPEAL

The Plan Administrator will normally make a decision on a claim for benefits under this Plan within 90 days after the claim is filed, or 45 days for Total and Permanent Disability claims. In some special cases, more than 90 days may be necessary. If a special situation exists, the Plan Administrator will notify the participant and explain the reasons more time is needed. After giving the notice, the Plan Administrator may take up to another 90 days to make the decision. If a claim is denied, the claimant will receive a written explanation of the denial and may use the plan rules for appealing denied claims.

You may appeal a denial of a claim to the Board of Trustees. An appeal must be in writing, must state in clear and concise terms the reason or reasons for disputing the denial, must be accompanied by any pertinent documentary material not already furnished to the Plan, and must be filed by you or your duly authorized representative with the Secretary of the Board within 60 days after you received notice of the denial, or 180 days following denial of a Total and Permanent Disability benefit request. You or your duly authorized representative may request pertinent documents free of charge and submit issues and comments in writing.

The appeal will be considered by the Trustees at the regular scheduled quarterly meeting. The Board will make benefit determinations upon appeal at the meeting that immediately follows the Plan’s receipt of the request for review, unless the request is filed less than 30 days prior to the meeting. In such case, the Board may make the determination upon appeal at the second meeting following the Plan’s receipt of the request for review. The Board will notify you of the benefit determination on appeal as soon as possible after the meeting, but not later than five (5) days after the benefit determination is made.

During appeals of Total and Permanent Disability claims, if the Trustees obtain new evidence regarding your claim during the appeal or review based on a new or additional rationale, you have the right to review the new evidence or rationale and respond. The Trustees will review the appeal without deference to the initial determination. If the adverse determination was based upon a medical judgment, a health care professional must be consulted on appeal who does not have a connection to the appealed determination.

Any notice to you or your Beneficiary that your claim or appeal has been denied in whole or in part will be in writing and will include:

- The specific reason or reasons for the denial;
- Specific reference to pertinent Plan provisions and/or Summary Plan Description Provisions on which the denial is based;
- For Total and Permanent Disability claims, a discussion of the Board of Trustees' reasons for disagreeing with the Social Security Administration, your health professional or medical or vocational experts;
- Notice of any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy;
- Notice of your right to a written explanation of any exclusion which effected the claim, if applicable; and
- Notice of your right to file suit under Section 502(a) of ERISA.

The Trustees retain the right and discretion to interpret and apply all provisions of the Plan, including those related to eligibility and benefits. A benefit will be paid to you only if the Trustees decide in their discretion that you are entitled to one.

You may only present one written or personal appeal per denied claim. The failure to file an appeal within such 60 or 180 day period as outlined above will constitute a waiver of your right to an appeal. The denial of an application or claim which the right to an appeal has been waived, or the decision of the Board with respect to an appeal, will be final and binding upon all parties, including the applicant, claimant or petitioner and any person claiming under the applicant claimant or petitioner, subject only to judicial review.

No lawsuit may be brought by any Participant or Beneficiary more than three years from the date the Board provides written notice of a decision on an appeal of an adverse benefit determination.

Refer to Section 14.08 of the Plan document for full provisions regarding benefit claim and appeal procedures.

OTHER IMPORTANT INFORMATION

Social Security Benefits

In addition to Plan benefits, Social Security provides you with another source of Retirement income that can begin as early as age 62. During your career, both you and your Employer contribute to the cost of providing Social Security benefits. Because these benefits are an important financial resource during Retirement, you should contact your local Social Security Administration office within three months of your planned Retirement date.

Tax Treatment of Plan Distributions

Generally, distributions you receive from the Plan will be subject to federal income taxes. However, if you receive your benefit in a lump sum you may defer the taxes by rolling over part or all of your distribution to another qualified plan or traditional IRA. Taxes due on the amount rolled over are deferred until you begin withdrawing funds.

Important Note: Neither the Trustees nor the Administrative Manager (nor any staff thereof) are qualified to provide you with advice as to the legal and/or tax ramifications of distributions under the Plan. ***You are urged to consult with a tax advisor or financial planner in order to fully understand the consequences of any Plan distribution and how it may affect your situation***.

Incapacity

If it is determined to the satisfaction of the Board that you or your Beneficiary have a mental or physical incapacity and are unable to care for your financial affairs, the Board will have benefit payments redirected to your legally-appointed guardian, committee, or other legal representative. If there are no legal guardians, your benefits may be used to provide for your (or your Beneficiary's) maintenance or support. This will completely discharge the Board's liability with respect to your benefits.

PLAN CANCELLATION OR TERMINATION

The Trustees expect to continue the Plan indefinitely, but reserve the right to amend, modify, or terminate the Plan, in their sole and absolute discretion, at any time.

If the Plan does terminate, the assets will be disbursed in the following order:

- First, Plan expenses would be paid.
- Second, any Individual Participant Accounts approved for payment prior to the specified termination date would be paid.
- Third, any remaining assets would be distributed among Plan Participants. Each Participant would receive a portion of the remaining assets equal to the ratio of his or her Individual Participant Account to the total of all Individual Participant Accounts that have not yet been approved for payment.

No part of the remaining assets will be returned to any Employer or the Union.

Special rules will apply if the value of the assets on the date of termination is less than the total of all Individual Participant Accounts plus expenses.

Important Note: Because this is a profit sharing plan, it is not required by the Employee Retirement Income Security Act of 1974, as amended (ERISA) to pay premiums to the Pension Benefit Guaranty Corporation (PBGC). This means benefits are not guaranteed by the PBGC upon insolvency or termination.

IMPORTANT PLAN INFORMATION

Board of Trustees:

Plan Name: International Brotherhood of Electrical Workers Local Union 481 Defined Contribution Plan and Trust.

Employer Identification Number: 35-1501496

Plan Number: 003

Fiscal Year End: June 30

Plan Year: July 1 - June 30

Type of Plan: The Plan is a profit sharing plan. The Plan is intended to qualify under Internal Revenue Code Section 401(a). This means that your pension is based on the Contributions made by your Employer during the years you participate plus any post-tax self-Contributions and monies rolled over to this Plan from another qualified plan; the total accumulated Contributions and earnings thereon in your individual account constitute your benefit at Retirement. Assets of the Plan are maintained in trust and are invested by the Trustees for the benefit of the Participants and Beneficiaries of the Trust.

Plan Sponsor and Administrator: A joint Board of Trustees, consisting of three Employer representatives and three Union representatives, is the Plan Administrator and Plan Sponsor as contemplated by ERISA. Their names and addresses appear above or they can be reached at:

Board of Trustees
I.B.E.W Local 481 Defined Contribution Plan and Trust
1828 N. Meridian Street, Suite 103
Indianapolis, IN 46202
(317) 923-4577

The Plan shall be administered and operated by the Plan Administrator, in its sole and absolute discretion. The Plan Administrator, and any duly authorized delegate thereof, shall have the complete authority to administer, apply and interpret the Plan (and any related documents) and to decide all matters arising in connection with the operation or administration of the Plan. All determinations made by the Plan Administrator with respect to any matter arising under the Plan (and any other Plan document) shall be final and binding on all parties, subject to every Participant's rights under law and under the provisions of the Plan.

Administrative Manager: The Trustees have delegated the day-to-day responsibilities to the Plan's Administrative Manager. To request information regarding the Defined Contribution Plan, please contact:

David M. Ray
1828 N. Meridian Street, Suite 103
Indianapolis, IN 46202
(317) 923-4577

Fund Accountant: The Trustees have delegated the Accountant for the Fund as follows:

Katz, Sapper & Miller
Certified Public Accountants
800 E. 96th Street, Suite 500
Indianapolis, Indiana 46240

Service of Legal Process: Fund Counsel has been designated as the agent for the service of legal process, and can be reached at:

Ledbetter Parisi LLC
2449 North Delaware St.
Indianapolis, IN 46205

Service of legal process may also be made upon any individual Trustee.

Collective Bargaining Agreements: The Plan is maintained pursuant to one or more Collective Bargaining Agreements between I.B.E.W Local Union 481 and all Employers signatory to and participating in these agreements. You may request copies of the Collective Bargaining Agreements by contacting the Board of Trustees in writing. A reasonable fee may be charged for copying expenses. You may also examine copies of the Collective Bargaining Agreements at the Benefit Office during business hours.

Source of Contributions: This Plan is funded through Employer Contributions required by a Collective Bargaining Agreement between the International Brotherhood of Electrical Workers Local Union 481, whose principal office is located at 1828 North Meridian Street, Suite 205, Indianapolis, Indiana 46202, telephone number (317) 923-2596 and the Central Indiana Chapter, Indianapolis Division of the National Electrical Contractors' Association, whose principal office is located at 8900 Keystone Crossing, Suite 1000, Indianapolis, Indiana 46240, telephone number (317) 846-5680, and various signatory Employers. The Collective Bargaining Agreements or participation agreements require Employer Contributions to the Plan per hours worked. As a Participant, you may also make quarterly Voluntary After-Tax Contributions to your Individual Participant Account.

The Benefit Office will provide you, upon written request, with information as to whether a particular Employer is contributing to this Plan on behalf of Employees working under one of the agreements and with copies of any Collective Bargaining Agreement or participation agreement. Benefits are provided from the Plan's assets, which are accumulated under the provisions of the Collective Bargaining Agreement and held in a trust fund for the purpose of providing benefits to covered Participants and defraying reasonable administrative expenses.

Entity Holding Assets: The Plan's assets are held in Trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a Participant in the IBEW Local Union 481 Defined Contribution Plan and Trust, 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 Benefit 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. 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 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 benefit, the statement will tell you how many more years you have to work to earn 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.

Request copies of certain actuarial and financial documents about the Plan

This access is intended to increase the transparency of the Plan and to allow you to better understand the Plan's funding and financial status. You may submit a written request to the Plan Administrator for copies of any of the following documents:

- Any periodic actuarial report (including sensitivity testing) received by the Plan for any Plan Year, so long as the report has been in the Plan's possession for at least 30 days.

- Any quarterly, semi-annual, or annual financial report prepared for the Plan by any Plan investment manager or advisor or other fiduciary that has been in the Plan's possession for at least 30 days.
- Any application filed with the Secretary of the Treasury requesting an extension under Section 304 of ERISA or Section 431(d) of the Internal Revenue Code and the Secretary's determination on the application.

However, the following procedures and limitations apply to the disclosure of these actuarial and financial documents:

- The requirements apply only to Plan Years beginning after December 31, 2007.
- The Plan Administrator has 30 days from the day that your written request was received to provide the documents.
- The Plan Administrator may charge a reasonable fee that covers the cost of furnishing the requested documents.
- The Plan Administrator will not respond to requests for reports or applications that have already been furnished to you within the 12-month period immediately prior to the date on which the request was received by the Plan.
- The Plan Administrator is not required to furnish copies of outdated reports and will not provide copies of reports or applications that have been in the Plan's possession for six (6) years or more as of the date on which the request was received by the Plan.
- The Plan Administrator does not have to disclose the information or data that served as the basis for any report or application being requested.
- The Plan Administrator will not disclose documents that contain individually identifiable or proprietary information about any Plan Participant, Beneficiary, Employee, fiduciary or contributing Employer.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for 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 $110.00 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance form 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 form the Plan Administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-EBSA (3272). 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, or (859) 578-4680. Additional information is also available on the Internet at http://www.dol.gov/ebsa.