



**ELECTRICAL CONSTRUCTION INDUSTRY  
ANNUITY PLAN**

**SUMMARY PLAN DESCRIPTION**

**2015 Edition**



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ANNUITY PLAN**

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## INTRODUCTION

Effective June 28, 1991, as a result of collective bargaining negotiations between Local Union 494 of the International Brotherhood of Electrical Workers (the "Union") and the Electrical Contractors Association, Milwaukee Chapter, N.E.C.A., Inc. (the "Association"), the Electrical Construction Industry Annuity Plan (the "Plan") was established to benefit certain employees represented by the Union. Prior to February 26, 2006, the Plan was a money purchase pension plan. Effective February 26, 2006, the Plan was converted from a money purchase pension plan to a profit sharing plan. Effective January 1, 2007, a 401(k) feature was added to the plan.

Individuals who are members of the Laborers' International Union of North America Local No. 113 ("Laborers") and the Painters and Drywall Taper Finishers Local No. 781 ("Painters") are eligible to participate in the Plan with respect to the 401(k) provisions of the Plan effective October 1, 2009. However, such individuals do not participate with respect to Employer contributions.

For purposes of this booklet, an Employer is a contractor that has agreed to make contributions to the Plan pursuant to a collective bargaining agreement between the Association and the Union (or an employer that has a collective bargaining agreement with the Laborers or Painters allowing employee contributions to the Plan).

Detailed and complex legal documents comprise the formal text of the Plan. This booklet, referred to as the "Summary Plan Description," explains the principal provisions and features of the Plan and your rights, obligations and benefits under the Plan, as in effect as of January 2015. This booklet cannot modify the terms of the formal Plan document. In the event of inconsistencies between this booklet and the Plan document, the formal Plan document will control. You may inspect a copy of the Plan document at the Plan Office.

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

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

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

## **BOARD OF TRUSTEES**

### **UNION TRUSTEES**

Dean Warsh  
Electrical Workers Local Union 494  
3303 S. 103<sup>rd</sup> Street  
Milwaukee, WI 53227

Kurt Jante  
Electrical Workers Local Union 494  
3303 S. 103<sup>rd</sup> Street  
Milwaukee, WI 53227

John Jacobs  
Electrical Workers Local Union 494  
3303 S. 103<sup>rd</sup> Street  
Milwaukee, WI 53227

Joe Jazdzewski  
Painters Local Union 781  
P.O. Box 189  
S68 W22665 National Avenue  
Big Bend, WI 53103-0189

Richard Pusa  
Laborer's Local Union 113  
6310 W. Appleton Ave  
Milwaukee, WI 53210

### **EMPLOYER TRUSTEES**

Tim Jahn  
Hurt Electric  
N57 W14502 Shawn Circle  
Menomonee Falls, WI 53051

Tim Scheid  
Lemberg Electric Company  
4085 N. 128<sup>th</sup> St., Ste. 100  
Brookfield, WI 53005

Robert Rayburn  
Electrical Contractors Association  
11001 W. Plank Ct., Ste 120  
Wauwatosa, WI 53226



## **PARTICIPATION**

### **ELIGIBLE EMPLOYEES**

Individuals who are covered by the Plan are "Participants." You are eligible to participate in the Plan if you are employed by an Employer that is required to make contributions to the Plan on your behalf (or if you are employed with an Employer in a position of employment pursuant to which a collective bargaining agreement permits you to make elective contributions). Also, if you are a member of the Laborers or the Painters, you are eligible to participate in the Plan with respect to elective contributions.

## **CONTRIBUTIONS TO THE PLAN**

### **EMPLOYER CONTRIBUTIONS**

Your Employer will make a contribution to the Plan based on your hours worked each month as required by the collective bargaining agreement. The amount of the Employer contribution each month is determined by the collective bargaining agreement. The Employer's contribution will be allocated on a monthly basis to the Profit Sharing Account of the Participant on whose behalf the contribution was made.

Participants who are members of the Laborers and the Painters are not eligible to receive Employer contributions under the Plan.

### **ELECTIVE CONTRIBUTIONS**

You may contribute to the Plan a portion of your compensation. Your pre-tax deferral is called an "elective contribution." This amount is contributed to your 401(k) Account. You may contribute any percentage up to 20% of your compensation. You may enroll to make elective contributions when you become employed by an Employer or effective as of any June 1 or December 1. You may revoke your election to make elective contributions at any time.

The Internal Revenue Code ("Code") limits the maximum dollar amount you can contribute per calendar year to this Plan and any other 401(k) plan. This limit is \$18,000 in 2015. Cost of living adjustments may be made annually to the dollar cap. Contributions that exceed the annual dollar cap and are not returned to you will be subject to taxation in the year in which the contributions were made and again in the year in which the contributions are distributed. To have excess amounts returned, you must notify the Plan Office in writing. Your notice to the Plan Office must be received by March 1 following the calendar year in which you made the excess contributions.

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

## **CATCH-UP CONTRIBUTIONS**

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

Catch-up contributions, if you are eligible and elect to make them, are made in addition to your regular elective contributions and have different dollar limits. For 2015, if you are or will be at least age 50 by December 31, you may contribute an additional \$6,000 to the Plan as catch-up contribution for 2015. After 2015, the catch-up contribution dollar limit will increase (in \$500 increments), based upon cost-of-living increases as determined by the Secretary of the Treasury. Catch-up contributions will be held in your 401(k) Account.

## **ROLLOVER CONTRIBUTIONS**

If you participated in another eligible retirement plan described in Code section 401(a) or Code section 403(a), a Code section 403(b) annuity contract or a Code section 457(b) governmental plan, you may have assets from the other plan deposited into your Rollover Account in this Plan if certain legal requirements are satisfied. You may deposit the payment by requesting your prior plan to make a direct rollover to this Plan, or where possible, a direct trustee-to-trustee transfer.

If the distribution is paid directly to you, you must deposit the funds into your Rollover Account within 60 days of the date you received the payment. Contact the Plan Office to make this request.

If you previously deposited your distribution from a prior plan into a traditional individual retirement account or annuity ("IRA"), you may also roll over these amounts into the Plan, excluding any after-tax contributions. To roll over your IRA assets, take a distribution from your IRA and deposit the distribution in the Plan within 60 days of the date you receive the payment from the IRA.

The Trustees will not accept a rollover that consists of employee voluntary after-tax contributions or Roth after-tax contributions.

The Trustees must approve the Plan's acceptance of any rollover contribution.



Any participant in the Plan is eligible to make a rollover contribution.

If you make a rollover contribution, you will always remain 100% vested in it and any income it generates.

## **INVESTMENT OF CONTRIBUTIONS**

You supervise and direct the investment of your account in the Plan among investment options offered by the Plan. The Plan offers a choice of investment options with different degrees of risk and return. You may divide your account among the various investment options available in any whole percentage.

Although the Trustees do not offer investment advice, the Plan Office will provide you with information pertinent to each investment vehicle regarding fees, degree of risk, type of fund, previous returns and other important information.

The Plan is designed to meet the requirements of section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). These requirements transfer the investment responsibility from a Plan fiduciary to you as a Plan participant, beneficiary or alternate payee. This means the Trustees will not be liable for any losses to your account resulting from your investment decisions.

In order to make informed investment decisions, you may request the following from the Plan Office:

- A description of the annual operating expenses of each investment alternative (e.g., investment management fees or administrative fees).
- Copies of any materials relating to the available investments, to the extent such materials are provided to the Plan (e.g., prospectuses, financial statements and reports).
- Information on the value of shares or units in an investment, as well as the past and current investment performance information.
- Information on the value of the shares or units held in your account.

You can change your investment election in accordance with the Plan's rules.

If you do not direct the investment of all or a portion of your account, that portion of the account will be invested in the fund(s) uniformly designated by the Trustees on your behalf.

Contact the Plan Office for current information regarding the investment vehicles that are available to you and the rules governing your investment elections.

## **TRANSFER OF CONTRIBUTIONS**

The Plan offers employees who move to electrical industry employment outside the area of the Plan a chance to remain covered by the Plan. If you leave employment covered by the Plan for employment covered by another defined contribution plan participating in the I.B.E.W.-Electrical Industry Pension Reciprocal Agreement, you may elect to have contributions transferred to this Plan under the following conditions:

- You must complete a reciprocity authorization form in the hiring hall of the local union within whose jurisdiction you are being referred for employment.
- If you have elected to have contributions transferred to this Plan, and you then elect to have such transfers stopped, unless approved by the Trustees, you cannot resume such transfers.

For further details regarding this arrangement, contact the Plan Office.

## **BENEFIT CREDIT FOR PERIODS OF MILITARY SERVICE**

A participant who joins the uniformed services and who has reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") shall have benefits credited to his account to the extent required by USERRA. Uniformed services or qualified military service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

USERRA generally requires your account be credited with an amount equal to the contributions, benefits and service credit that would have been made if you had continued working rather than serving in the uniformed services, including Employer contributions. Also, if you qualify under USERRA, you are allowed to make up missed elective deferrals during the period beginning on your reemployment date and continuing for up to three times the length of your immediate past period of military service (not to exceed five years). Make-up deferrals can only be made while you are employed with a Participating Employer. USERRA does not require that your account be credited with earnings for your periods of uniformed service, nor does it permit you to contribute for missing earnings.

You must comply with certain requirements upon your return from military service. Basically, you must return to employment or make yourself available for employment within a specified time period (by the next work day if the leave is less than 31 days, within 14 days if the leave is 31 to 180 days, or within 90 days if the leave exceeds 180 days), following your military leave of not more than five cumulative years.

When you are discharged, if you are hospitalized or recovering from an illness or injury that was incurred during your military service, you have until the end of the period that is necessary for you to recover to return to, or make yourself available for, work for a Participating Employer.

In order to ensure you receive the rights noted above for periods of qualified military service, you should contact the Plan Office at the time you enter qualified military service and upon your return to employment after completing qualified military service. Contact the Plan Office in writing if you would like more information regarding USERRA.

In addition, the Plan will comply with the applicable provisions of the Heroes Earnings Assistance and Tax Relief Act of 2008 (the "HEART Act").

As permitted under the HEART Act, a participant who is on active military duty for at least 30 days may request a distribution of his or her 401(k) Account, as though severed from employment and subject to the Plan's other distribution criteria. The participant will not be eligible to make elective contributions during the six-month period immediately following the date of distribution. Contact the Plan Office if you would like more information.

If you are a reservist and are called to active duty for at least 179 days or an indefinite period of time, you may withdraw all or a portion of your account. You must request your withdrawal on or after having received your military orders calling you to active duty or be on active duty status at the time you request the withdrawal. Qualified reservist withdrawals are not subject to the 10% early distribution penalty tax.

If you qualify for both the qualified reservist withdrawal described and the HEART Act military duty distribution, your withdrawal will be treated as a qualified reservist withdrawal.

## **VESTING**

### **VESTING DEFINED**

Vesting refers to your ownership of your account in the Plan.

### **VESTING RATE**

Your account is always 100% vested.

## DISTRIBUTIONS

### RETIREMENT DISTRIBUTIONS

**Commencement of Distributions.** Distribution of your account may commence under the following circumstances and conditions:

- **Cessation of Contributions at Any Age.**
  - (1) **Distribution if Account Balance is \$1,000 or Less.** If you terminate employment with your Employer at any age, and your account balance does not exceed \$1,000, then you may elect to receive distribution of your account after no contributions have been made to the Plan on your behalf for six consecutive months. Your account will be distributed as soon as administratively feasible after the Plan's Valuation Date following your election. The Valuation Date is the last day of each calendar month or such other date as the Trustees may specify. For example, if your account does not exceed \$1,000, you stop working for your Employer on May 15, 2015, and no contributions are made to the Plan on your behalf in the following six months (June 2015 through November 2015), you can elect to receive a distribution of your account after November 2015.
  - (2) **Permissive Distribution.**
    - (a) **Eligibility for Permissive Distribution.** If you terminate employment with your Employer at any age, you may elect to receive a distribution of your account if no contributions have been made to the Plan on your behalf for six consecutive months (three consecutive months through 2015). Your account will be distributed as soon as administratively feasible after the Plan's Valuation Date immediately following the date of your election (which election can be made after the applicable lapse in contributions). For example, if you stop working for an Employer contributing to the Plan on December 15, 2014, and no contributions are made to the Plan on your behalf in the following three months (January 2015 through March 2015), you may elect to receive a distribution after March 2015.
    - (b) **Amount of Permissive Distribution.** The following rules apply for permissive distributions following a six-month lapse

in contributions (three months through 2015). If your account balance equals less than \$5,000, you must elect to receive your entire account balance. If your account balance equals \$5,000 or more, you must elect to receive at least \$5,000. If you do not elect to receive a distribution when you are first eligible for a permissive distribution under this paragraph, and the Plan subsequently receives a contribution on your behalf, then you cannot receive a distribution until age 55 unless you again satisfy the eligibility conditions for a permissive distribution in the future.

- **Attainment of Age 55.** If you cease employment with your Employer on or after your 55th birthday, you may elect to receive a distribution from your account. Your account will be distributed as soon as administratively feasible after the Plan's Valuation Date immediately following the date of your election.
- **Disability.** You will be eligible to receive a distribution of your account if you terminate employment with your Employer as a result of a total and permanent disability. A "total and permanent disability" is a physical or mental condition which, in the judgment of the Trustees, will totally and presumably permanently prevent you from engaging in employment or gainful pursuit in the electrical industry or as a craftsman in any building trades industry. Your account will be distributed after the Plan's Valuation Date following a six-month period of disability, provided you apply for a distribution.
- **Return to Employment Before Age 60.** If you receive a distribution and subsequently return to employment with an Employer that is obligated to contribute to the Plan on your behalf, then you will not be eligible to receive a subsequent distribution prior to attaining age 60.
- **Latest Payment Date.** Distribution of your account must begin no later than the April 1 following the calendar year in which you attain age 70-1/2 or terminate employment with your Employer, whichever occurs later.

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

- **Account Balance of \$1,000 or Less.** If your account balance does not exceed \$1,000, you will receive a lump sum distribution or a "direct rollover" (described below) of your account balance.
- **Account Balance Exceeds \$1,000 -- Normal Form.** If your account balance exceeds \$1,000, your account will be paid in the form of an

annuity (your account will be used to purchase an annuity) unless you elect one of the optional forms of benefit described below. If you are not married, your annuity benefit will provide a monthly benefit for your lifetime. If you are married, your annuity benefit will be a 50% joint and survivor annuity, which provides a monthly benefit to you for your lifetime and, after your death, a monthly benefit to your surviving spouse equal to 50% of the monthly payments made to you during your life. Because part of your account balance is used to fund a benefit for your surviving spouse under the 50% joint and survivor annuity, your monthly benefits during your lifetime are smaller.

- **Account Balance Exceeds \$1,000 -- Optional Benefit Forms.** If your account balance exceeds \$1,000, you may elect, with the consent of your spouse if you are married, one of the following optional forms of benefits:
  - (1) a single lump sum;
  - (2) a direct rollover to another qualified retirement plan or an individual retirement account ("IRA");
  - (3) equal monthly, quarterly, semi-annual or annual installment payments;
  - (4) a trustee-to-trustee transfer to another qualified retirement plan that has all of the optional forms of benefits, including the timing, payment schedule and medium of distribution, as this Plan;
  - (5) a combination of a lump sum and installment payments, provided the installment payments are at least \$100; or
  - (6) a 75% joint and survivor annuity which provides a reduced monthly benefit to you for your lifetime, and after your death, a monthly benefit to your surviving spouse equal to 75% of the monthly payment made to you during your life.

**Direct Rollover.** A direct rollover is a payment of your Plan benefits to an IRA or to another "Eligible Retirement Plan." An "Eligible Retirement Plan" is any one of the following types of plans that accepts eligible rollover distributions: an IRA pursuant to Code section 408(a), a Code section 408A Roth IRA, a Code section 408(b) individual retirement annuity, a Code section 403(a) annuity plan, a Code section 403(b) annuity contract, a plan pursuant to Code section 457(b) or other qualified retirement plans or trusts, such as a Code section 401(k) plan, pension plan or profit sharing plan. Certain distributions cannot be paid in the form of a rollover, such as, installment payments over 10 years or more and required minimum distributions after age 70½.

**Effect of Electing Direct Rollover.** If you elect payment in the form of a direct rollover:

- (1) Your payment will not be taxed in the current year and no income tax will be withheld, unless the direct rollover is made to a Roth IRA.
- (2) Your payment will be made directly to your IRA or, if you choose, to another Eligible Retirement Plan which accepts your rollover.
- (3) Your payment will be taxed later when you take it out of the non-Roth IRA or other Eligible Retirement Plan.

**Effect of Not Electing Direct Rollover.** If you choose to have your account paid directly to you in the form of a single lump sum or in the form of installment payments scheduled to last for a period of less than ten years:

- (1) Federal law requires the Trustees to withhold 20% of your distribution and send it to the IRS as income tax withholding. This means that you will receive a distribution of only 80% of your Account.
- (2) Your payment will be taxed in the current year unless you roll it over to a non-Roth IRA or other Eligible Retirement Plan within 60 days of receiving the payment.
- (3) If you take a lump-sum distribution and then decide you want to roll over 100% of your distribution to a non-Roth IRA or other Eligible Retirement Plan, you must find other funds to replace the 20% that was withheld as income tax withholding. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.

**IF YOU ARE MARRIED, YOUR SPOUSE MUST CONSENT IN WRITING TO ANY FORM OF BENEFIT OTHER THAN A 50% JOINT AND SURVIVOR ANNUITY. YOUR SPOUSE'S CONSENT MUST BE NOTARIZED OR WITNESSED BY A PLAN REPRESENTATIVE.**

#### **DISTRIBUTION UPON DEATH**

If you die while a balance remains in your account, your account will be paid to your designated beneficiary within a reasonable time after your death. Your "designated beneficiary" is the person(s) you name on the form supplied by and approved by the Plan Office. You should complete a beneficiary designation form naming the person or persons who are to receive any benefits payable from the Plan in the event of your death.

**If you are married** at the time of your death, your spouse must be the beneficiary with respect to at least 50% of your account unless your spouse consents to your designation of an alternate beneficiary. Your spouse's consent must be in writing and witnessed by a notary public or Plan representative.

**If you are unmarried** at the time of your death, your beneficiary will receive a lump sum distribution of the amount in your account, unless your beneficiary elects to receive payment in the form of installment payments or a combination of a lump sum and installment payments.

**If you are married** at the time of your death, the amount in your account will be used to purchase a survivor annuity for your spouse, unless (s)he elects payment in an optional form allowed under the Plan. A "survivor annuity" is an annuity contract purchased with the funds in your account as of the date of your death which provides for monthly payments over the life of your spouse. Alternatively, instead of an annuity, your surviving spouse can elect to receive payment in the form of a direct rollover, a single lump sum payment, installment payments or a combination of a lump sum and installment payments.

If you die and your beneficiary is not your spouse, he or she can avoid mandatory tax withholding for lump sum payments of a death benefit when the distribution is eligible for rollover. The tax rules for eligible rollovers for nonspouse beneficiaries are very complicated.

Nonspouse beneficiary rollovers may only be made through a direct trustee-to-trustee transfer to an "inherited IRA." An inherited IRA is an IRA established specifically for rollovers of nonspouse beneficiaries. Before a nonspouse beneficiary makes a decision to roll over a death benefit to an inherited IRA, the beneficiary should discuss the details of the transfer with his or her tax advisor. A nonspouse beneficiary may not roll over a lump-sum death benefit that has been paid directly to the individual or has been paid to another type of IRA or retirement plan.

When your nonspouse beneficiary is eligible for a distribution, the Plan Office will provide more information about these rules.

The payment to your beneficiary shall be made within a reasonable time after your death. (Note, if you were receiving an annuity from the Plan at the time of your death, no benefits will be payable following your death unless you elected a 50% or 75% joint and survivor annuity and you are survived by your spouse.)

If you fail to name a beneficiary, your designated beneficiary will be your surviving spouse or, if none, your children in equal shares or, if none, your next of kin as determined pursuant to the laws of the State of Wisconsin as if you had died unmarried and without a will.



Beneficiary designation forms are available from the Plan Office. You may change your beneficiary at any time by filing a new beneficiary designation form with the Plan Office.

## **RETURN TO EMPLOYMENT**

If you return to employment after beginning to receive benefits from the Plan, your benefit payments may be suspended until you terminate employment. However, payments must commence no later than the April 1 following the calendar year in which you attain age 70-1/2 or terminate employment with your Employer, whichever occurs later. For more information on the suspension of payments, please contact the Plan Office.

## **APPLICATION FOR BENEFITS**

### **FILING AN APPLICATION**

A claim is a request for Plan benefits. You or your authorized representative may make a claim for Plan benefits when you are entitled to a distribution from the Plan. The authorization for a representative to act on your behalf must meet Plan guidelines. If you have an authorized representative, the Plan Office will direct all claims information and notifications to your authorized representative.

To file a claim for Plan benefits, you must obtain an application form from the Plan Office, complete the form and return it to the Plan Office. The Plan Office will make claim determinations in accordance with the Plan's claims procedures and apply Plan provisions consistently. If the Plan fails to follow the procedures detailed below in accordance with applicable law, you may be entitled to pursue any available remedies under section 502(a) of ERISA. For the purposes of these claims procedures, days are measured in calendar days. Additionally, the Plan relies on a general presumption that a notice sent by first class mail will be received within five business days.

### **DECISION ON APPLICATION**

Non-Disability Benefits. Unless special circumstances exist, the Trustees will process your application for retirement benefits within 90 days after the application is filed. Within that 90-day period, you should receive either a notice of the decision or a notice that:

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

Disability Benefits. Unless special circumstances exist, the Trustees will process your application for disability benefits within a reasonable period of time, but not more than

45 days after the application is filed. Within that 45-day period, you should receive either a notice of the decision or a notice that:

- Explains the special circumstances beyond the control of the Plan which are causing the delay;
- Explains the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues; and, either
  - Sets a date, no later than 30 days after the initial 45-day period (75 days after the initial application was filed) by which the Trustees expect to render their final decision; or
  - Requests additional information and provides the 30-day extension will begin once you provide the requested information. You will have up to 45 days in which to submit the additional information. If you do not provide the information within this time, then your application may be denied.

If special circumstances require a subsequent delay past the first 75 days, a final extension of up to 30 days may be utilized and you will be notified before the end of the first 30-day extension. You will be notified of the circumstances requiring the extension and the date the Plan expects to make a decision. Any notices of extension will explain the Plan provisions on which disability pensions are based and the unresolved issues delaying or preventing a decision on your application. If your request for benefits is approved subsequent to any period of delay for further consideration, benefits will be paid retroactive to the earliest date on which the benefit would have been payable had the request been approved without delay.

## **DENIAL OF CLAIM**

If your application for benefits is denied in whole or in part with respect to your eligibility for, or amount of, your benefits, you (or your beneficiaries, dependents or authorized or legal representatives, as may be appropriate) will receive a written notice which will include:

- The specific reason or reasons for the denial;
- Specific references to pertinent provisions of the Plan on which the denial is based;
- A description of any additional material or information which you must provide to prove your claim, and an explanation of why that material or information is needed; and

- A statement that you may request a review of the denial of your application, an explanation of the Plan's review procedures and the applicable time limits, review pertinent documents, submit issues and comments in writing, and provide you with information about how you may appeal your decision, including a statement of your right to bring a civil action under section 502(a) of ERISA following the denial of your application after all Plan appeal procedures have been exhausted.

For disability claims, you will also be informed of any internal rule, guideline or protocol that was relied upon in denying the claim.

You may file a request for appeal, as described below.

### **RIGHT TO APPEAL A DENIED CLAIM**

If you disagree with a denial or benefit amount, you or your duly authorized representative may file a written appeal of the denial with the Trustees no later than 60 days after you receive the notice that your claim has been partially or wholly denied. You may include any issues, comments, statements or documents that you wish to provide with your written appeal. You or your duly authorized representative may review all pertinent Plan documents relating to your application when preparing your request.

Special rules apply if you are appealing a denial of disability benefits. If you disagree with a denial or benefit amount, you have 180 days after you receive the notice that your claim has been partially or wholly denied to file your appeal. In addition, when filing an appeal for a disability pension, you have the right to be advised of the identity of any medical experts and you may:

- Submit additional materials, including comments, statements or documents;
- Request to review all relevant information (free of charge); or
- Request a free copy of:
  - Any internal rule, guideline, protocol or other similar criteria on which the decision is based; and
  - An explanation of any scientific or clinical judgment on which the decision is based.

## **FINAL DECISION ON APPEALED CLAIM**

In most instances, the Trustees will issue a final decision on an appeal within 60 days (45 days for disability claims) after the Trustees receive the appeal request.

If the Trustees are unable to process your appeal within the applicable period, you will receive a notice explaining the reasons for the delay. The extension notice will:

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

When reviewing an appeal on a disability benefit that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. The medical or vocational experts' advice, obtained on behalf of the Plan in connection with your application for a disability pension, will be identified without regard to whether the advice was relied upon in making the determination. The health care professional providing the consultation will not be the same individual consulted on the initial determination or a subordinate of such individual. In deciding an appeal of a disability pension, the Trustees will not defer to the initial decision.

All decisions will be issued in writing. If the Trustees wholly or partially deny your appeal, the notice will include:

- The specific reason or reasons for the decision;
- Reference to Plan provisions on which the decision is based;
- A statement notifying you that you have the right to request a free copy of all documents, records and relevant information;
- Notification of your right to bring a civil action under ERISA section 502(a) following an adverse benefit determination;
- Any additional voluntary appeal procedures offered by the Plan; and
- For disability benefits, if an internal rule, guideline, protocol or other similar criterion was relied upon, a statement of such reliance and a statement that a copy of such document will be provided free of charge upon request.

The Trustees' decision will explain the specific reasons for the denial, specific references to the Trust or Plan provisions upon which the denial is based, notification of your right

to bring a civil action under ERISA section 502(a) following an adverse benefit determination, and any additional voluntary appeal procedures offered by the Plan. If your claim is denied on appeal and is for disability benefits, you will be informed if any internal rule, guideline or protocol was relied on.

No legal action or equitable action, including actions or proceedings before administrative agencies, with respect to a claim concerning eligibility for, or the amount of benefits from and under the Plan, may be filed until 60 days after a complete claim has been filed and after all Plan claims and appeal procedures have been exhausted. You may, at your own expense, have legal representation at any stage of the review process. No legal action or equitable action, including actions or proceedings before administrative agencies, with respect to a claim concerning your eligibility for, or the amount of, your benefits from and under the Plan may be commenced later than 180 days after the Trustees' determination on the appeal of the claim or if you fail to timely file an appeal. The Trustees retain the right to ultimately decide all appeals, in their sole and absolute discretion. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. Any exercise by the Trustees of their discretionary authority with respect to construction and interpretation of the Plan and Trust or eligibility for benefits shall be final and binding on all parties to the decision.

## **MISCELLANEOUS INFORMATION**

### **PLAN ADMINISTRATOR**

The Plan is maintained and administered by a Board of Trustees (herein referred to as the "Trustees") comprised of three Employer representatives and five union representatives (three appointed by the Union and one each appointed by the Laborers and the Painters). The Trustees have the power and discretionary authority to interpret the Plan and determine the answers to any questions arising under the Plan. The Trustees have a fiduciary responsibility to discharge their duties with care, skill, prudence and diligence. The Trustees' interpretations and decisions are final and binding on all participants, both active and inactive and their beneficiaries. Benefits under the Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them.

### **RESERVATION OF RIGHTS**

The Trustees hope and expect to continue the Plan indefinitely but they reserve the right to amend, modify, or terminate the Plan. The Trustees will notify you of any material change in the Plan. The Plan account of each affected participant will continue to be 100% vested if the Plan terminates. After the Plan terminates, payments will be limited to the assets in the Plan's Trust Fund and additional contributions to the Trust Fund will not be required.

## **TYPE OF PLAN**

The Plan is a defined contribution plan known as a profit sharing plan. The amount of money you may receive from the Plan depends on the amount of contributions allocated to your account and the gains and losses and other income earned by the account. The Plan does not guarantee a benefit amount and benefits are not, therefore, insured by the Pension Benefit Guaranty Corporation, a federal corporation created to protect certain retirement benefits.

## **EMPLOYMENT NOT GUARANTEED BY PLAN**

Neither the establishment of the Plan, nor the participation in the Plan by an employee shall be deemed to constitute a contract of employment. Every employee remains subject to discharge without regard to his or her participation in the Plan.

## **FACILITY OF PAYMENTS**

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

## **PLEDGE OR GARNISHMENT OF BENEFITS NOT PERMITTED EXCEPT UNDER A QUALIFIED DOMESTIC RELATIONS ORDER**

You may not sell, assign, pledge or transfer your benefits under the Plan before you receive them. In general, your account is not subject to garnishment, execution, levy or other legal process by your creditors. However, there is an exception to this rule for alimony, child support or other payments to a spouse, former spouse, child or other dependent required under a "Qualified Domestic Relations Order" issued by a court pursuant to state domestic relations law.

A Qualified Domestic Relations Order must meet certain requirements set forth in the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974, as amended. A qualified order may not require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan. Contact the Plan Office if you would like additional information about Qualified Domestic Relations Orders.

## **ADMINISTRATIVE EXPENSES**

The general administrative expenses the Plan incurs will be allocated to all Plan accounts at the discretion of the Trustees on a per capita or pro rata basis. Expenses relating specifically to an account, such as fees incurred to review QDROs, may be deducted from the account of the affected participant before any payment is made. Any fee for

processing a QDRO shall be a reasonable, uniform amount as determined by the Trustees from time to time. Investment fees will be charged in a manner consistent with the arrangement in effect for the investments that you have selected; most mutual fund fees are based on percentage of invested assets.

## STATEMENT OF ERISA RIGHTS

Plan participants are entitled to certain rights and protections pursuant to ERISA. ERISA provides that all Plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits.**

- Examine, without charge, at the Plan Office and at other specified locations, such as worksites where at least 50 Plan participants are customarily working and union halls, all documents governing the Plan, including collective bargaining agreements, participation 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 Office, copies of all documents governing the operation of the Plan, including collective bargaining agreements and participation agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Office may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Office is required by law to furnish each participant with a copy of this summary annual report.
- Receive a statement indicating the amounts credited to your Plan account under the Plan as of that statement date. This statement must be requested in writing and is not required to be given more than once a year. 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 Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a payment or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request copy of Plan documents or the latest annual report from the 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 Trustees to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, and if you have exhausted the Plan's claims procedures, 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 a 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 Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Office, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (866-444-EBSA(3272)). You may also review EBSA's contact information through the Web at "<http://askebsa.dol.gov>" or "<http://www.dol.gov/ebsa>."



## PLAN ADMINISTRATION

ENTITY SPONSORING THE PLAN: Board of Trustees of Electrical  
Construction Industry  
Annuity Plan

11001 W. Plank Court, #120  
Wauwatosa, WI 53226  
414-778-0068

SPONSORING ENTITY  
IDENTIFICATION NUMBER: 39-1711748

PLAN IDENTIFICATION NUMBER: 001

TRUSTEE, ADMINISTRATOR AND AGENT  
FOR SERVICE OF LEGAL PROCESS: Board of Trustees of Electrical  
Construction Industry  
Annuity Plan

11001 W. Plank Court, #120  
Wauwatosa, WI 53226  
414-778-0068

Plan Year: June 1 through May 31

The Plan is maintained pursuant to a collective bargaining agreement between your union and your Employer. You may review a copy of the agreement by submitting a written request to the Trustees. You may also obtain a complete list of the Employers participating in the Plan or you may receive information as to whether a particular Employer is participating in the Plan by submitting a written request to the Trustees.





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