



Local Union No. 9, IBEW and Outside Contractors Defined Contribution Pension Plan



Summary Plan Description 2021 Edition

Your Funds. Your Foundation. Your Future.



**Local Union No.9, IBEW and Outside Contractors
Defined Contribution Pension Plan**
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This is a Summary Plan Description (SPD) for the Local Union No. 9, IBEW and Outside Contractors Defined Contribution Pension Plan (the "Plan"). The official Plan Document and Fund Trust Agreement describe the provisions of the Plan in more detail and are the final written authority with respect to your eligibility to participate in the Plan and the benefits you receive under the Plan.

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Introduction

Dear Plan Participant:

We are pleased to present you with this revised Summary Plan Description (SPD), which outlines the features of the Local Union No. 9, IBEW and Outside Contractors Defined Contribution Pension Plan (the "Plan"), effective June 1, 2021.

The Plan is designed to supplement your other retirement benefits by providing you with an additional source of income during your retirement. However, you need to meet certain requirements before you are eligible to receive a benefit.

This SPD provides detailed information concerning the Plan's eligibility requirements and other main provisions of the Plan. Because the Plan can be a significant part of your future retirement income, we believe it is important that you and your family understand the Plan's benefits. For this reason, we have made every effort to explain the Plan in a concise, straightforward manner.

We encourage you to read this booklet carefully. If you are married, share the information in this booklet with your Spouse. Also, be sure to keep this booklet in a safe place for future reference.

This SPD replaces and supersedes any prior materials you have received that describe Plan benefits. If after reading this booklet you still have questions about the Plan, please contact the Fund Office.

Sincerely,

Board of Trustees

Nothing in this booklet is meant to interpret or change in any way the provisions expressed in the Plan Document. If there is a discrepancy between the wording in this Summary Plan Description and the Plan Document, the Plan Document will govern. Only the full Board of Trustees has the discretion and authority to interpret the Plan described in this booklet. No Employer, Union, or any representative of any Employer or Union, in such capacity, is authorized to interpret the Plan nor can any such person act as agent of the Board of Trustees. The Board of Trustees reserves the right to amend, modify, or discontinue all or part of the Plan whenever, in its judgment, conditions so warrant.

Plan Highlights

The following highlights key features of the Plan. More in-depth information is provided later in this booklet.

Becoming a Participant	<ul style="list-style-type: none"> You become a Participant after you complete one Hour of Service with a Contributing Employer.
Your Defined Contribution Pension Plan Employer Account	<ul style="list-style-type: none"> When you become a Participant, an Account is established in your name. Each Plan Year, your Employer makes monthly contributions to your Account based upon your wages earned with the Employer. You designate how your Employer's contributions are invested. The assets in your Account are valued as of the close of each day in determining their fair market value. Your Account is adjusted as of the close of business on the last day of each quarter, which are January 31, April 30, July 31 and October 31, for investment and expense activity. Your Account balance reflects contributions made on your behalf, investment earnings and/or losses, any distributions made from your Account, administrative expenses, and loans, if any. You receive a quarterly statement (or at least an annual statement if you do not direct the investment of your Account) showing the balance of your Account.
When Benefits are Paid	<p>Once you become a Participant, you are immediately vested in the money in your Account. Generally, you (or your Beneficiary) are eligible to receive a benefit when you:</p> <ul style="list-style-type: none"> Reach age 65 or Normal Retirement Age; Begin receiving your pension benefit under the Local Union No. 9 IBEW and Outside Contractors Pension Plan, or another defined benefit plan; Become Totally and Permanently Disabled; Die; or Leave Covered Employment.

Choosing How Your Benefit is Paid	<p>The Plan offers the following forms of payment:</p> <ul style="list-style-type: none"> An Annuity purchased on your behalf with your Plan proceeds, through a third party (a Single Life Annuity, Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity); A Lump-Sum Distribution; A Cash-Out (if the value of your benefit is \$1,000 or less); or A Direct Rollover.
In The Event Of Your Death	<ul style="list-style-type: none"> If you die before any portion of your benefit is distributed to you, your Spouse (to whom you are legally married) or Beneficiary may be eligible for a Qualified Pre-Retirement Survivor Annuity, Lump-Sum Distribution, or Direct Rollover of the Account balance. If you are married and opt for one of the Qualified Joint and Survivor Annuity forms of payment and you die after payment of your benefits begin, your Spouse will receive a portion of the monthly benefit you were receiving, payable for his or her lifetime. Your Spouse will need to contact the issuer of your annuity contract in order to obtain survivor benefits because the Plan has no involvement once the annuity contract is purchased from the issuer. If you have already received your benefit as a Lump-Sum Distribution, Cash-Out, or Direct Rollover, then at the time of your death, no further benefits are payable to your Spouse or Beneficiary.

Plan Participation

BECOMING A PARTICIPANT

You become a Participant in the Defined Contribution Pension Plan (the “Plan”) immediately after you complete one Hour of Service.

An Hour of Service is each hour for which:

- ▲ You are paid or entitled to be paid by an Employer for your performance of duties for that Employer;
- ▲ You are paid or entitled to be paid by an Employer for periods during which no duties are performed (regardless of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or while you are on a leave of absence that qualifies under the Family and Medical Leave Act (FMLA). Up to 501 Hours of Service are credited for any single continuous period of absence (whether or not such period occurs in a single Plan Year); and
- ▲ You are awarded back pay by an Employer, regardless of any mitigation of damages.

You do not need to complete any enrollment forms to become a Participant in the Plan. However, you need to designate a Beneficiary.

CONTRIBUTIONS DURING PERIODS OF MILITARY SERVICE

If you enter qualified military service, Employer contributions are made to your Account upon your return to Covered Employment. To receive such contributions, you must be actively engaged in Covered Employment immediately before entering military service, receive a discharge that is under other than dishonorable conditions, and return to employment within one year of discharge.

If you enter qualified military service, you may receive Employer contributions in your Account upon your return to employment or as required under Internal Revenue Code Section 414(u).

If you are hospitalized and convalescing from an injury caused by active duty, these time limits may be extended.

If you are absent from Covered Employment because of military service and are entitled to reemployment rights under the Uniform Services Employment and Reemployment Rights Act of 1994 (“USERRA”), as amended, when you return to Covered Employment:

- ▲ You will not be treated as having incurred any type of break in service due to your service in the military;
- ▲ Your Account will continue to be non-forfeitable and vested; and
- ▲ The Plan will credit you with all Employer contributions as if you had not left Covered Employment. Accruals are based on what you would have earned had you not been in military service. However, the Plan will not make up missed investment earnings.

If you are reemployed pursuant to USERRA, your Employer should provide written notice of reemployment to the Plan within 30 days after the date of reemployment. You will need to provide the Fund Administrator with a copy of a DD Form 214, Certificate of Release or Discharge from Active Duty to verify the dates of your active duty.

These provisions apply whether you are reemployed by your pre-military service Employer or by a different Employer contributing to the Plan.

The Board of Trustees will provide benefits according to the provisions of USERRA. For more information about what types of military service are covered, what type of notice you must provide to the Plan, what time limits apply to your service, and what effect your service will have on your previously earned benefits, please contact the Fund Office.

If you die while you are engaged in qualified military service, your beneficiary will be entitled to any benefits under the Plan in the same manner as a Participant who died and was not engaged in qualified military service.

NAMING A BENEFICIARY

When your participation begins, you need to complete a Beneficiary designation form. Your Beneficiary will receive your benefit in the event of your death.

If you are married, in the event of your death, your surviving Spouse must be your only Beneficiary, unless your surviving Spouse previously consented, in writing, to your election of a different Beneficiary.

You may name anyone you want as your Beneficiary. However, if you are married and wish to designate a person other than or in addition to your Spouse as your primary Beneficiary, your Spouse must consent to, and acknowledge the effect of, the designation in writing in the presence of the Fund Administrator or a notary public. Your Spouse's written consent is not necessary if it is established to the satisfaction of the Fund Administrator that your Spouse cannot reasonably be located.

Because the Plan must follow the instructions of the last designation on file, you should review your Beneficiary designation from time to time to determine if a change is necessary. This is especially important where there has been a change in your family situation. For instance, if your Beneficiary designation names your Spouse as your Beneficiary and you are subsequently divorced, the Plan will still follow the Beneficiary designation and pay your benefits to your former Spouse if you have not remarried.

If you do not have a designated Beneficiary on file at the time of your death, your benefits are paid in the following order to your:

- ▲▲ Surviving Spouse, if any; or
- ▲▲ Descendants, if any; or
- ▲▲ Surviving parents (or parent), if any; or
- ▲▲ Estate.

You may update your Beneficiary election at any time by completing and submitting a new Beneficiary designation form. Contact the Fund Office to obtain the form, or download one from the Fund Office's website, www.myfundoffice.com.

If you die while performing qualified military service, your Beneficiary(ies) will be entitled to any Plan benefits provided under the Plan in the same manner as if you had resumed and then terminated Covered Employment on account of your death.

How the Plan Works

The Plan provides you with a way to save for Retirement through Employer Contributions. Once you become a Participant, the Plan creates an Account in your name. For each Hour of Service for which you are paid or entitled to be paid (including back pay), your Employer makes contributions to the Fund in an amount that is set by the collective bargaining agreements between the Local Union No. 9, IBEW and the Middle States Electrical Contractors Association.

VESTING

You are immediately 100% vested in the funds in your Account at the time you become a Participant. Refer to the section titled “**Payment of Benefits**” for information about when you become eligible to access the money in your Account.

INVESTMENT ELECTIONS

The total assets in the Plan (your Account and all of the other participant-directed accounts) are invested and the Trustees monitor the performance and composition of the investment portfolio.

You designate how the contributions in your Account are invested. However, the Trustees have the right to change the investment portfolio options of the Plan at any time.

ACCOUNT VALUE

The assets of the Trust Fund are valued as of the close of each day (daily valuation) in determining its fair market value. The value of your Account reflects contributions made by Employers on your behalf, investment earnings (or losses), administrative expenses, and loans, if any.

ACCOUNT BALANCE

Each quarter, you will receive a statement that shows the balance of your Account. Your Account is adjusted as of the close of business on the last day of each quarter, January 31, April 30, July 31 and October 31, for investment and expense activity.

You will receive periodic statements at least annually or quarterly if you direct the investment of your Account that show the balance of your Account. Please file these statements in a safe place for future reference.

ACCOUNT DISTRIBUTION

When you apply for benefits, you can choose the manner in which you would like to receive your benefits, either as:

- ▲▲ An Annuity (including a Qualified Joint and Survivor Annuity or Qualified Pre-Retirement Survivor Annuity);
- ▲▲ A Lump-Sum Distribution;
- ▲▲ A Cash-Out;
- ▲▲ A Direct Rollover;
- ▲▲ A Partial Lump-Sum Payment; or
- ▲▲ Partial Withdrawals.

Refer to the following section titled “**How Your Benefits Are Distributed**” for details.

How Your Benefits Are Distributed

When you become eligible for and apply for your Plan benefits, you need to decide how you want to have your benefits distributed.

NORMAL FORM OF PAYMENT (Annuity)

The normal form of payment is the Single Life Annuity for single Participants and the 75% Qualified Joint and Survivor Annuity for married Participants.

If you choose an annuity, the balance in your Account is used to purchase the annuity from an outside company that sells annuities. Once the Plan purchases an annuity on your behalf, the Fund has no further responsibility for your benefit. You or your Spouse will need to coordinate with the annuity company on any issues concerning your annuity or survivor benefits.

An annuity is a contract or agreement that provides you (or your Beneficiary) with fixed payments on an investment for life. An outside company assumes responsibility for annuity payments. Contact the Fund Office for information on annuities.

Single Life Annuity

If you are not married, the normal form of payment is a Single Life Annuity, which is purchased by the Plan on your behalf from an outside company that sells annuities. A Single Life Annuity provides monthly payments to you for your lifetime.

You may waive the Single Life Annuity and have your benefit paid as a Lump-Sum Distribution. To waive the Single Life Annuity form of payment, you must request a waiver in writing, using the appropriate form, before the annuity start date. However, the waiver is only effective if you receive a written explanation of the Single Life Annuity no more than 180 days before you receive your Plan benefit. You will receive a description of the terms and conditions of the Single Life Annuity when you apply for a benefit. The description will include your right to waive this form of payment and a description of the Lump-Sum Distribution option.

If you are married, you may still elect, in writing, to have your benefit paid as a Single Life Annuity. Your Spouse must consent to the election and acknowledge the effect of the election in writing and his or her consent must be witnessed by the Fund Administrator or a notary public.

Qualified Joint and Survivor Annuity

The normal form of payment if you are married is the 75% Qualified Joint and Survivor Annuity. However, you may waive this form of payment and elect a 50% Qualified Joint and Survivor Annuity, a Single Life Annuity, or a Lump-Sum Distribution.

For your Spouse to be considered a qualified (or eligible) Spouse for the 75% or 50% Qualified Joint and Survivor Annuity, you must have been married at least one full year when your payments begin.

Unless you waive the 75% Qualified Joint and Survivor Annuity, you will receive a specified monthly amount for life. If you die before your Spouse, your Spouse will receive a monthly benefit equal to 75% of the amount you were receiving until he or she dies.

Once the annuity is purchased from the outside company, your Spouse will need to coordinate with the outside company on issues regarding payments or any survivor benefits.

Example: 75% Qualified Joint and Survivor Annuity

Bill and Sally chose a 75% Qualified Joint and Survivor Annuity and Bill received a monthly benefit of \$2,000 from the annuity that was purchased from the outside company. After Bill's death, Sally would receive \$1,500 ($\$2,000 \times .75$) each month for the rest of her life, which equals 75% of Bill's \$2,000 monthly benefit. However, since the annuity was purchased from an outside company, Sally will need to contact the outside company to obtain her benefit upon Bill's death.

Similarly, if you elect the 50% Qualified Joint and Survivor Annuity and die before your Spouse, your Spouse will receive a monthly benefit equal to 50% of the amount you were receiving until he or she dies. Your Spouse will need to contact the outside company that provided your annuity to obtain his or her benefit after your death.

You will receive a written explanation of the terms and conditions of the 75% and 50% Qualified Joint and Survivor Annuities (as well as the Single Life Annuity and Lump-Sum Distribution) at least 30 days (but no more than 180 days) before you begin receiving a benefit. The explanation will also include:

- ▲ Your right to waive the Qualified Joint and Survivor Annuity form of benefit and the effect of such an election;
- ▲ Your Spouse's rights;
- ▲ Your right to revoke a previous election to waive the Qualified Joint and Survivor Annuity and the effect of such a revocation;
- ▲ The relative values of the various optional forms of benefit under the Plan; and
- ▲ Your right to defer any distribution and the consequences of failing to defer distribution of benefits, including a description of how much larger the benefit will be if the commencement of distributions is deferred.

To waive the 75% or 50% Qualified Joint and Survivor Annuity forms of payment, you and your Spouse must do so, in writing, within the 180-day period preceding the annuity start date. Your Spouse must sign the written waiver in the presence of the Fund Administrator or a notary public. Your waiver must identify the name of a new Beneficiary, if applicable, and the form of payment you prefer (which may not be changed without your Spouse's consent, unless he/she waives this requirement). The waiver will only be effective if you receive a written explanation of the 75% and 50% Qualified Joint and Survivor Annuity forms of payment at least 30 days (but no more than 180 days) before you receive your Plan benefit.

Moreover, if you wish to waive the 75% or 50% Qualified Joint and Survivor Annuity, your Spouse's written consent is not required if:

- ▲ It is established to the satisfaction of the Fund Administrator that your Spouse cannot reasonably be located; or
- ▲ You and your Spouse are legally separated or divorced (subject to the terms of a Qualified Domestic Relations Order (QDRO)).

Pre-Retirement Survivor Annuity

If you die before you retire and, therefore, before your benefit begins to be distributed, your Account may be paid to your Spouse or designated Beneficiary in the form of a Pre-Retirement Survivor Annuity. Refer to the section titled "***In The Event of Your Death***" for further details.

LUMP-SUM DISTRIBUTION

You may elect to have your benefit distributed as a lump sum. You must waive your normal form of payment (the Single Life Annuity or 75% Qualified Joint and Survivor Annuity, as applicable) to elect to receive your benefit as a Lump-Sum Distribution. If you are married, your Spouse's written consent is required and must be witnessed by a notary public or a Fund representative.

If you choose a Lump-Sum Distribution, the Plan will pay you the balance in your Account and you can choose to roll it over into another retirement vehicle. Once you receive a lump-sum payment or an annuity is purchased, the Fund has no further responsibility for your Account. If an annuity is purchased, you or your Spouse will need to coordinate with the annuity company on any issues concerning your annuity or survivor benefits.

AUTOMATIC CASH-OUT

If you terminate your participation in the Plan and the total value of your Account is **\$1,000 or less**, your entire benefit may automatically be distributed in the form of a Cash-Out payment, regardless of whether you elect this form of payment. Distribution is made no later than the end of the second Plan Year following your termination.

ROLLOVER

You may direct that all or part of your Account be transferred directly to one or more eligible retirement plans. This is called a "direct rollover."

If you do not roll over your distribution through a direct rollover, income tax will be withheld from your distribution at a rate of 20%, even if you intend to roll over a portion of or the entire distribution. Note that, if you do not roll over any portion of your distribution, the portion of your distribution that is not rolled over is taxable in the year in which you receive it. Refer to page 15 for more information on Direct Rollovers.

PARTIAL LUMP-SUM PAYMENT

You may elect to have your benefit distributed as a partial lump sum. The election of a partial lump sum can only be made once per year. You must waive your normal form of payment (the Single Life Annuity or 75% Qualified Joint and Survivor Annuity, as applicable) to elect to receive your benefit as a Partial Lump-Sum Distribution. If you are married, your Spouse's written consent is required and must be witnessed by a notary public or a Fund representative. Please note that only one withdrawal—either the Partial Lump Sum or the Partial Withdrawal (explained below) may be elected in a calendar year.

PARTIAL WITHDRAWALS

You may elect to make a partial withdrawal from your account balance on a quarterly basis. These withdrawals may be one time or on a regular basis, but no more frequently than once per quarter. Please note that only one withdrawal—either the Partial Lump Sum (explained above) or the Partial Withdrawal may be elected in a calendar year.

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

Under the terms of a Qualified Domestic Relations Order (QDRO), certain payments can be made from your Account to pay alimony, child support, or to cover marital property. You are notified when and if the Fund Administrator receives a QDRO. If you have questions about QDROs or want to receive a copy of the Plan's QDRO procedures, please contact the Fund Office.

WHEN YOUR BENEFITS ARE DISTRIBUTED

Generally, after you apply, your Account balance can be distributed within 90 days after you:

- ▲ Reach Normal Retirement Age;
- ▲ Become Totally and Permanently Disabled and satisfy the Plan's requirements for proof of disability (refer to the information regarding total and permanent disability provided later in this section);
- ▲ Receive distribution of your benefits under the Local Union No. 9, IBEW and Outside Contractors Pension Fund or you demonstrate that you are receiving a distribution from another defined benefit pension plan or retirement or disability benefits from the Social Security Administration;

- ▲ Indicate you are leaving Covered Employment; or
- ▲ Die.

Payment of your benefit is generally made when you reach Normal Retirement Age. Normal Retirement Age is the date you reach age 65 or, if later, five years after you begin your participation in the Plan.

In any event, and unless you elect otherwise, after you apply, distribution of your Account is made no later than 60 days after the end of the Plan Year on which the latest of the following occurs:

- ▲ The date that you reach the earlier of age 65 or Normal Retirement Age;
- ▲ The tenth anniversary of the year in which your participation in the Plan began;
- ▲ Your termination date (which, if you leave Covered Employment, is considered to be when at least 20 consecutive calendar months have passed during which you worked 400 hours or less in Covered Employment or 400 hours or less are reported to the Fund by an Employer or reciprocal fund that is a party to a reciprocal agreement with the Fund); or
- ▲ The date you become Totally and Permanently Disabled and satisfy the Plan's requirements for proof of disability.

Benefit payments must begin no later than April 1 of the calendar year following the calendar year in which you reach:

- ▲ If you are not a five percent owner;
 - age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or, (ii) 72 if you reach age 70-1/2 on or after January 1, 2020, or, if later
 - the date you stop working in Covered Employment.
- ▲ If you are currently or have been a five percent owner, age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or (ii) 72 if you reached age 70-1/2 on or after January 1, 2020.

However, if you attain age 70-1/2 on and after January 1, 2020, you may elect to voluntarily begin receiving benefits on or after the first day of April of the calendar year following the calendar year in which you attain age 70-1/2, even if you have not stopped working in Covered Employment.

Contact the Fund Office if you have any questions or need further information about distribution to a five percent owner.

If you have not reached age 65, any distribution made will require your consent, unless it is made involuntarily in the Cash-Out form of payment.

Except in cases of an involuntary Cash-Out, you need to apply for benefits.

WHEN YOU REACH NORMAL RETIREMENT AGE

Payment of your benefit is generally made when you reach Normal Retirement Age. Normal Retirement Age is the date you reach age 65 or, if later, five years after you begin your participation in the Plan.

IF YOU BECOME TOTALLY AND PERMANENTLY DISABLED

You are entitled to receive a distribution due to Total and Permanent Disability if you:

- ▲ Are Totally and Permanently Disabled, as later defined in the next paragraph;
- ▲ Have five years of service with at least 1,000 Hours of Service in each year; and
- ▲ Have at least 500 Hours of Service during the 24-month period preceding the month in which your disability occurs.

You are considered Totally and Permanently Disabled if the Social Security Administration determines that you are entitled to a Social Security Disability benefit. You must provide the Fund with your determination letter from the Social Security Administration as proof of your total and permanent disability and your entitlement to a Social Security Disability benefit in order to receive a Disability Pension under the Plan. Your disability benefit becomes effective on the date you file an application for a distribution due to disability, subject to the review and approval of your application by the Board of Trustees.

IF YOU LEAVE COVERED EMPLOYMENT

You are eligible to receive a benefit if you leave Covered Employment before you reach Normal Retirement Age.

Distribution of your Account will not be made unless at least 20 consecutive calendar months have passed during which you worked 400 hours or less in Covered Employment or 400 hours or less are reported to the Fund by an Employer or reciprocal fund that is a party to a reciprocal agreement with the Fund. If such distribution is made before the later of the date you reach age 65 or the date you reach Normal Retirement Age, you must consent to the distribution by making an application, unless such distribution is in the form of an involuntary Cash-Out.

IF YOU DIE

In the event of your death prior to distribution of your Account, your Beneficiary is eligible for a survivor benefit from the Plan. In addition, your Beneficiary may elect to defer payment of the survivor benefit until a later date or have it paid out in a lump sum if the value of your Account balance is more than \$1,000. Refer to the section titled ***"In The Event of Your Death"*** for more information.

IF YOU OR YOUR BENEFICIARY CANNOT BE LOCATED

The Fund Office will make every reasonable effort to locate you and your Beneficiary to provide notice of when benefits are set to be distributed, including sending notification by certified or registered mail to your last known address. Note that it is very important to keep the Fund Office informed of your current address at all times. If the Fund Office is unable to locate you or your Beneficiary, the Fund Office may:

- ▲ Distribute your benefits to an interest bearing savings account established in your name or that of your Beneficiary;
- ▲ Distribute the funds to you by placing them in a savings account in your name or by purchasing U.S. Savings Bonds in your name and holding them for you;
- ▲ Hold the Account for distribution to you when you are located; or
- ▲ Reallocate your benefits among other Participants' Accounts, until you are located and your benefits can be restored to you.

In the Event of Your Death

IF YOU DIE *Before* YOUR BENEFIT IS DISTRIBUTED

If you die before your benefit is distributed, your entire Account is immediately distributable to your surviving Spouse or Beneficiary in the form of a:

- ▲ Lump-Sum Distribution; or
- ▲ Qualified Pre-Retirement Survivor Annuity, if you die while you are actively working.

Your surviving Spouse may elect to have a portion or all of the funds in your Account transferred directly to one or more eligible retirement plans. Your non-spouse Beneficiary may elect to roll over the funds in your Account to an “inherited” IRA. This means that the non-spouse Beneficiary must begin taking distribution by the April 1st of the calendar year following the calendar year in which you would have reached age (i) 70-1/2 if you were born before January 1, 2020, or (ii) 72 if you were born on or after January 1, 2020.

Your surviving Spouse or Beneficiary must apply for benefits and provide a certified death certificate to the Fund.

The amount of your benefit is the value of your Account balance on the date of your death.

Qualified Pre-Retirement Survivor Annuity

If you are married and die before you retire and, therefore, before your benefit is distributed, your Account may be paid to your Spouse in monthly installments, for his or her lifetime, in the form of a Qualified Pre-Retirement Survivor Annuity purchased from an outside company that sells annuities.

Upon your death (unless you elected or your Spouse subsequently elects another form of benefit), your vested Account balance will be used to purchase a life annuity from an outside company that sells annuities. Once the annuity is purchased, the Fund will have no further responsibility for the benefit. Your Spouse will need to coordinate with the annuity company regarding all matters.

You can elect to waive this pre-retirement benefit or elect a Beneficiary other than your Spouse to receive this benefit; however, your Spouse’s written consent is required. You can make such election(s) beginning on the first day of the Plan Year in which you reach age 35, up until the date of your death. Before you reach age 35, you can also make a “special qualified election” to waive the Qualified Pre-Retirement Survivor Annuity up until the day you reach age 35.

Your election will not be valid unless you receive a written explanation of the Qualified Pre-Retirement Survivor Annuity from the Fund Office.

Furthermore, during a reasonable period of time after your death, your surviving Spouse may waive this form of payment and elect to receive his or her distribution as a Lump-Sum Distribution, automatic Cash-Out, or transfer (directly rollover) all or part of the Account to one or more eligible retirement plans, instead of receiving an annuity. A reasonable period is the end of the two-year period that began one year prior to the date of your death and ended one year after the date of your death. Generally, distributions are made within 90 days after the date of your death.

The Fund Office will provide your Spouse with a written explanation of the Qualified Pre-Retirement Survivor Annuity, including his or her right to waive this form of payment.

IF YOU DIE *After* YOUR BENEFIT IS DISTRIBUTED

If you receive a Lump-Sum Distribution or Cash-Out prior to your death, no further benefits are payable.

If you die after your monthly annuity payments begin, payment of your Account will be paid to your Beneficiary in the previously elected installments following your death. For instance, if you are married at the time of your death and you were receiving monthly annuity payments in the form of a 75% or 50% Qualified Joint and Survivor Annuity, your surviving Spouse will automatically receive 75% or 50%, whichever applies, of the monthly annuity you were receiving for the remainder of his or her lifetime. However, your Spouse will need to contact the annuity company that issued your annuity in order to arrange for his or her survivor benefits.

If you die after your annuity payments begin, your Spouse or Beneficiary, if he or she is eligible, must apply for benefits to the annuity company.

Distribution Amount

The value of your Account will be distributed in the form of a monthly annuity purchased by an outside company unless an optional form of payment is elected. Refer to the “***How Your Benefits Are Distributed***” section for the available forms of payment.

If you die and your Spouse or Beneficiary is eligible to receive a benefit, he or she must apply for benefits to the Fund Office if you were not receiving your benefits from an annuity purchased from an outside company that sells annuities.

Payment of your death benefits will begin within 90 days after your date of death, or as soon as administratively feasible, as explained below:

- ▲▲ *If your surviving Spouse is your designated Beneficiary*, your Spouse may elect to defer when payments begin, provided they begin no later than your Required Beginning Date.
- ▲▲ *If you die on or after January 1, 2022 and your beneficiary is not your surviving Spouse*, distributions to your beneficiary must be completed within ten years.
- ▲▲ *If your surviving Spouse dies after you, but before receiving any payment*, payment is made as if your surviving Spouse were you.
- ▲▲ *If there is a designated Beneficiary*, payment is made no later than the end of the Calendar Year following the calendar year in which you died.
- ▲▲ *If your Beneficiary dies before your Account is distributed to him/her*, then payment is made as a Lump-Sum Distribution to the estate of your Beneficiary.
- ▲▲ *If you did not designate a Beneficiary*, your account is paid to the first of the following. Your:
 - Surviving Spouse, if any; or
 - Descendants, if any; or
 - Surviving parents (or parent), if any; or
 - Estate

Applying For Your Benefits

To receive money from your Account, you or your Beneficiary must apply for benefits.

You should apply for benefits before you want a distribution from the Plan. After the Fund Office receives your completed application, you will receive a description of the payment options available to you and an estimate of the payment you would receive under each form of payment.

The Fund Office will rely on any information you provide when reviewing your application. Generally, the Fund Administrator will make a preliminary decision on your application within 90 days of its receipt. Under special circumstances, this initial period may be extended an additional 90 days. If such an extension is needed, you will be notified prior to the end of the initial 90-day review period. The notice will indicate why the extension is needed and when you can expect a decision on your application. To protect your rights, you should contact the Fund Office if you have not received a response within 90 days after filing your application.

If additional information is needed before a decision can be made on your application, you will have 45 days to provide the additional information. If you do not provide the information, a decision on your application will be made based on the existing information after the end of the 45-day period you had to provide the information. Once your application is approved, benefits are paid as soon as administratively possible, generally within 90 days after any one of the following events:

- ▲ Attainment of Normal Retirement Age;
- ▲ Your death;
- ▲ The time you receive distribution of your benefits under the Local Union No. 9, IBEW and Outside Contractors Pension Fund or you demonstrate that you are receiving a distribution from another defined benefit pension plan or retirement (or disability, if applicable) benefits from the Social Security Administration;
- ▲ You indicate you are Leaving Covered Employment (as defined on page 23); or
- ▲ You become Totally and Permanently disabled.

However, distribution of your Account must begin no later than your Required Beginning Date.

Refer to the **Glossary** on page 22 for information about the Required Beginning Date.

BENEFIT AMOUNT

When you become eligible for and apply for distribution of your Account, the value of the assets in your Account is based on Employer contributions made to your Account;

- ▲ Plus investment gains and losses;
- ▲ *Minus* any distributions or administrative expenses.

IF YOUR APPLICATION IS DENIED

If your application for benefits is denied, wholly or in part, the Fund Administrator will provide notice to you, in writing, within 90 days of receiving your application. The written notice will include:

- ▲ Specific reason(s) for the denial;
- ▲ Specific reference(s) to the Plan provision(s) on which the denial is based;
- ▲ A description of any additional information necessary, as well as an explanation of why such information is necessary;
- ▲ A description of the steps you will need to take if you wish to appeal; and
- ▲ A statement of your rights, under ERISA, to bring a civil action once you have exhausted the Plan's claims and appeal procedures.

APPEAL PROCEDURES

The Trustees have established a Benefit Appeals Committee to review written appeals for claims that the Fund Administrator denies in the preliminary review process. You or your authorized representative may file a written appeal, which should be directed to the Trustees, no later than 60 days after you receive notice that your application for benefits has been denied (or 180 days following notification of denial of a disability claim). You will need to submit, in writing, the reason that you think your application should not have been denied, along with any additional information or documents that are relevant to the review of your application.

You also have a right to submit additional proof that you are entitled to benefits, to review pertinent documents such as copies of the Plan Document or special information relating to your application. You may also submit comments in writing.

You or your Beneficiary will then be given an opportunity to have a full and fair review by the Benefit Appeals Committee. The Fund Administrator will provide the following information to the members of the Benefit Appeals Committee and Fund Counsel:

- ▲ Your application for a benefit with any forms and other materials you submitted;
- ▲ A copy of the Fund Administrator's denial, which should be dated and contain:
 - The specific reason(s) for the denial;
 - The specific reference(s) to applicable Plan provision(s) on which the denial is based;
 - A description of any additional information or information necessary for you to complete the claim and an explanation of why such material or information is necessary; and
 - An explanation of the claim appeal procedures and the right to bring civil action under ERISA following an adverse benefit determination; and
- ▲ Any additional relevant information.

On appeal, you, your Beneficiary, or your authorized representative is entitled to the following rights in appealing the initial decision:

- ▲ To submit additional proof that you are entitled to benefits; and
- ▲ To review any pertinent documents that the Fund Office has that concern the application, such as copies of the Plan Document or special information relating to the application.

The appeal is heard by the Benefit Appeals Committee, which has discretionary authority to determine all benefit claim appeals and to interpret the Plan. The determination of the Benefit Appeals Committee is given judicial deference in any later court action to the extent it is not arbitrary and capricious.

If the members of the Benefit Appeals Committee agree on a decision to affirm, reverse, or remand the appeal, then their decision is final and binding. If the members of the Benefit Appeals Committee tie on a decision, the appeal is referred with recommendations to the full Board of Trustees for consideration at the next regular Board meeting, if time deadlines permit.

APPEAL DECISIONS

The Benefit Appeals Committee will make a full review of each appeal and make a final decision or recommendation in writing within 60 days of the date the appeal is received, unless there are special circumstances.

If special circumstances exist, you are notified in writing, within 60 days of the date the appeal is received, of the date by which the final decision will be made, which will not be later than 120 days of the date the appeal is received.

With respect to appeals referred from the Benefit Appeals Committee and heard by the full Board of Trustees, the members of the Benefit Appeals Committee will not vote when the full Board of Trustees considers the matter.

Once the determination on your appeal is made, you are sent written notice of the decision. If the decision is to uphold the original denial, the notice will include:

- ▲ Specific reason(s) for the denial;
- ▲ Specific reference(s) to the Plan provision(s) on which the denial is based; and
- ▲ A statement of your rights, under ERISA, to bring a civil action once you have exhausted the Plan's claims and appeal procedures.

Every final decision of the Benefit Appeals Committee is distributed to the full Board of Trustees at the next regular Board meeting following the decision.

The decision of the Benefit Appeals Committee or Board of Trustees, if applicable, is final and binding. You (or any person acting on your behalf) cannot bring a lawsuit against the Plan to recover benefits if you do not request a review in accordance with the Plan's procedures.

INCOMPETENCE OR INCAPACITY

If it is determined that either you or your Beneficiary are unable to care for your affairs because of mental or physical incapacity, any annuity payments that are due to you or your Beneficiary will be applied to pay for the maintenance and support that you or your Beneficiary require **or** the payments will be sent to any individual(s) that the Board of Trustees deems appropriate to receive your payments.

If your appointed legal guardian or legal representative asks that they receive the payment on your or your Beneficiary's behalf instead, and the request is made before any payments are made, the Fund Office will comply with that request.

Account Loans

The Board of Trustees allowed participants to borrow funds from their Account during the period May 4, 2009 through December 31, 2013. If you have an existing loan, it will continue to be governed by the Plan terms and conditions that were in effect when you received your loan.

As of January 1, 2014, no **new** loans are permitted under the Plan.

Concerning Taxes

The amount of current taxes due on your distribution depends on how and when you receive your distribution from the Plan. Before the Plan makes a taxable payment to you or your Beneficiary, the Plan will provide you with a tax notice. The notice will explain the tax rules that apply to distributions from the Plan. It will also inform you that you have the right to have your taxable lump-sum payment:

- ▲ Paid directly to you;
- ▲ Paid as a Direct Rollover to an eligible retirement plan or Individual Retirement Account (IRA); or
- ▲ Split between payment to you and payment as a Direct Rollover.

To determine the best way for you to receive a distribution of your Account and the tax consequences of any payments you receive, it is a good idea to consult a qualified tax advisor.

DIRECT PAYMENT

Whenever a taxable distribution is paid directly to you or your Beneficiary, 20% of the distribution will automatically be withheld to pay federal income taxes. The entire distribution is considered taxable income in the year it is received.

To defer payment of the 20% withholding tax on your distribution, you may roll over your distribution to an eligible retirement plan within 60 days of receipt of your distribution. However, you will need to use other money to replace the 20% that was withheld from your distribution. Otherwise, the 20% withheld will be considered taxable income in the year the distribution was made.

Penalty Tax

In addition to withholding 20% for federal income taxes, a 10% penalty tax may apply if payment is received before you reach age 59½. The 10% penalty tax does **not** apply if the payment is received due to:

- ▲ Separation from Covered Employment on or after attaining age 55;
- ▲ Total and Permanent Disability;
- ▲ Death; or
- ▲ A QDRO, payable to an alternate payee.

In addition, the 10% penalty tax will not apply to distributions paid to you as equal (or almost equal) payments over your life or your and your Beneficiary's lives.

This 10% penalty tax is in addition to your regular federal income taxes (and any applicable state income taxes and penalties).

DIRECT ROLLOVERS

If you or your Spouse becomes eligible for a distribution from the Plan, you may defer payment of the 20% withholding tax (and additional 10% penalty tax, if applicable) by rolling over the taxable portion of your distribution to an eligible retirement plan or IRA that accepts rollovers.

To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- ▲ A traditional or Roth IRA (not SIMPLE IRA or Coverdell Education Savings Account); or
- ▲ An eligible employer plan, which includes a plan qualified under section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, money purchase plan), section 403(a) annuity plan, section 403(b) tax-sheltered annuity, section 408(a) individual retirement account, section 408(b) individual retirement annuity, and eligible section 457(b) plan maintained by a governmental employer.

Surviving Spouses and Beneficiaries (including alternate payees under a QDRO) who receive a distribution may also roll over the benefits to an eligible retirement plan or an IRA. However, for a non-Spouse Beneficiary, an eligible retirement plan means only an Individual Retirement Annuity or a Roth IRA.

Any portion that is not rolled over is taxable in the year in which it is received. Keep in mind that 20% must be withheld for federal taxes from any distribution that is paid directly to you even if you intend to roll over a portion of or your entire distribution. Therefore, if you roll over your full distribution after payment is made directly to you, you must replace the 20% that was withheld for income taxes. If you do not make up the 20% difference, that 20% is taxable income to you.

You *cannot* roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- ▲▲ Your lifetime (or your life expectancy);
- ▲▲ Your lifetime and your Beneficiary's lifetime (or life expectancies); or
- ▲▲ A period of 10 or more years.

Because it is a required minimum payment that must be paid to you, a certain portion of your distribution cannot be rolled over:

- ▲▲ Beginning April 1 of the calendar year following the calendar year in which you reach
 - If you are not a five percent owner;
 - age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or (ii) 72 if you reach age 70-1/2 on or after January 1, 2020, or, if later
 - the date you stop working in Covered Employment.
 - If you are currently or have been a five percent owner, age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or (ii) 72 if you reached age 70-1/2 on or after January 1, 2020.

Administrative Facts

Plan Name

Local Union No. 9, IBEW and Outside Contractors
Defined Contribution Pension Plan

Plan Employer Identification Number

36-4301166

Plan Number

002

Plan Year

November 1 – October 31

Plan Type

The Local Union No. 9, IBEW and Outside Contractors
Defined Contribution Pension Plan is a defined
contribution money purchase pension plan.

Plan Sponsor

The Board of Trustees of the Local Union No. 9, IBEW
and Outside Contractors Defined Contribution Pension
Fund is the sponsor of the Plan.

Fund Administrator

The Plan is administered by the Board of Trustees,
who have appointed BeneSys as Fund Administrator.
You may contact BeneSys at the following address or
phone number:

Local Union No. 9, IBEW and Outside Contractors
Defined Contribution Pension Plan
18670 Graphics Drive, Suite 201
Tinley Park, IL 60477
708-449-9004

Plan Trustees

The Trustees of this Plan are:

Union Trustees

John C. Burkard
Local Union No. 9, IBEW
18670 Graphics Drive,
Suite 200
Tinley Park, IL 60477

John G. Dowling
Local Union No. 9, IBEW
18670 Graphics Drive,
Suite 200
Tinley Park, IL 60477

William W. Niesman
Local Union No. 9, IBEW
18670 Graphics Drive,
Suite 200
Tinley Park, IL 60477

Kevin B. Schuster
Local Union No. 9, IBEW
18670 Graphics Drive,
Suite 200
Tinley Park, IL 60477

Alternate Union Trustee

Joseph P. Notaro
Local Union No. 9, IBEW
18670 Graphics Drive,
Suite 200
Tinley Park, IL 60477

Employer Trustees

Art Burke
Hecker and Company, Inc.
250 East Industrial Lane
Wheeling, IL 60090

Stephen Aldridge
Aldridge Electric Company
844 East Rockland Road
Libertyville, IL 60048

Frank A. Lizzadro
Meade Electric Company,
Inc.
9550 West 55th Street,
Suite A
McCook, IL 60525

Matt Turk
Intren, Inc.
18202 West Union Road
Union, IL 60180

Alternate Employer Trustee

Karen Erbach
M J Electric
1200 Roosevelt Road,
Suite 400
Glen Ellyn, IL 60137

Indemnification

The Plan agrees to indemnify all individuals who serve
as members of the Board of Trustees or as Fund
Administrator against all liability arising in connection
with their duties under the Plan, except that this
indemnification does not include acts of
embezzlement or diversion of Trust Funds by the
Employee, nor does it include acts of gross negligence.

Agent for Service of Legal Process

Georges and Synowiecki, Ltd. is the agent for service of legal process for disputes arising under the Plan:

Georges and Synowiecki, Ltd.
20 South Clark Street, Suite 400
Chicago, IL 60603-1835
312-726-8797

Legal process may also be served on any member of the Board of Trustees.

Collective Bargaining Agreement and Contributing Employers

The Plan is maintained pursuant to collective bargaining agreements between the Local Union No. 9, IBEW and Contributing Employers. The Fund Administrator will provide you with information, upon written request, as to whether a particular Employer is contributing to the Plan on behalf of Employees working under the collective bargaining agreements. A copy of the relevant collective bargaining agreement will also be provided upon request.

Source of Contributions

Benefits described in this booklet are provided through Employer contributions. The provisions of the collective bargaining agreements determine the amount of the Employer contributions.

All contributions and Plan assets are held in trust in Accounts.

Sole Determination by Trustees

Only the Board of Trustees has the discretion and authority to determine eligibility for benefits and the right to participate in the Defined Contribution Pension Plan and to exercise all the other powers specified in the Plan Document. No officer, agent, or Employee of the Union or Employer or any other person is authorized to speak for, or on behalf of, the Board of Trustees. Nor is any person authorized to commit the Board of Trustees on any matter relating to the Plan.

Laws of Illinois to Apply

The Plan will be construed according to the laws of Illinois, to the extent Federal laws do not control.

Non-Assignment or Transfer of Benefits

None of the benefits, payments, proceeds, claims, or rights of any Participant hereunder are subject to any claim of any creditor of the Participant, nor will any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds, which he/she may expect to receive, contingently or otherwise under the Plan.

Notwithstanding any restrictions on the time of distribution, which would otherwise apply under the Plan, distributions with respect to a Qualified Domestic Relations Order may be made at any time required by the order.

Amendment

To provide for contingencies, which may require the clarification, modification, or amendment of the Plan, the Trustees reserve the right to amend the Plan at any time. Any such amendment will be made in writing. Participants will receive written notice of any amendment to the Plan. No amendment to the Plan will be effective to the extent that it decreases a Participant's Account. Notwithstanding the preceding sentence, a Participant's Account may be reduced to the extent permitted under IRC Section 412(c)(8) with respect to minimum funding.

Each Participant, at the time of the adoption of any amendment changing any vesting schedule under the Plan, or prior to the end of the election, will have the right to elect to have his or her vested percentage computed under the Plan without regard to such amendment at any time, but no later than 60 days after the later of:

- ▲ The date the amendment is adopted;
- ▲ The date on which the amendment is effective; or
- ▲ The date on which the Participant is given written notice of the amendment.

Right to Suspend or Terminate the Plan

It is the intention of the Board of Trustees to maintain the Plan throughout its existence. Nevertheless, the Board of Trustees reserves the right, at any time, to discontinue or terminate the Plan, to terminate an Employer's liability to make further contributions to the Plan, and/or to suspend contributions for a fixed or indeterminate period of time. Any such termination will be made in writing and Participants will be provided written notice of the termination.

Upon termination or partial termination of the Plan and Trust by formal action of the Employer or for any other reason, or if Employer contributions to the Plan and Trust are permanently discontinued for any reason, each Participant directly affected by such action will be 100% vested in the amount allocated to his or her Account(s) and payment to the Participant will be made in cash or in kind as soon as practicable after liquidation of the assets of the Trust.

Plan Interpretation

Only the Board of Trustees has broad discretion and authority to interpret the Plan and its provisions. However, the Fund Administrator is responsible for answering all day-to-day questions concerning eligibility, benefits, applications, and appeal procedures. The decisions of the Fund Administrator will receive final judicial deference to the extent that they do not constitute an abuse of discretion.

Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in the Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

Appointment of Investment Manager

The Trustees may appoint one or more Investment Managers (as defined in ERISA Section 3(38)) who will have responsibility for investment of the assets of the Trust Fund. The Investment Manager(s) will have the investment powers granted to the Trustees in the Plan Document, except to the extent the Investment Managers' powers are specifically limited by an agreement between the Trustees and the Investment Managers.

Participant-Directed Accounts

At any time, the Trustees may determine that the Plan requires each Participant (and the Beneficiary of a Participant) to invest the funds in his or her Account by selecting from a range of specified options. If a Participant or Beneficiary fails to designate which investment option(s) he or she desires within the time specified by the Trustees, the Trustees will designate a default investment option into which the entire Account will be invested.

After the effective date of such action, from time to time the Participant may instruct the Trustees or other person designated by the Trustees to purchase and/or sell assets of the type permitted for his or her Account.

Notwithstanding the preceding, the Trustees may establish reasonable rules limiting the investment discretion and investment timing of a Participant, and similar matters.

At any time after which the Participant's Account becomes individually directed, the Account will be segregated for the purpose of allocating earnings and expenses. All expenses incurred pursuant to a Participant's directing investments, including brokerage fees, state and federal income taxes arising from unrelated business taxable income and any other incidental expenses, will be paid solely with funds from the Account of such Participant. Neither the Trustees nor the Fund Administrator will be held liable for the Participant's investment choice, so long as the investment is made according to the Plan's rules.

Filing Reports

The Fund Administrator will furnish a summary of the Plan to all Employees, as required by applicable Federal law. Upon request from the Trustees, the Fund Administrator will furnish to the Trustees the names of all Employees who become eligible as Participants. The Fund Administrator will notify each Employee of his or her eligibility to participate in the Plan.

Information to Participants

The Fund Administrator will direct the maintenance of separate Accounts of Participants. You will receive statements periodically from the Plan's recordkeeper that shows the balance of your Account. The recordkeeper will mail you the statements at least annually or quarterly if you direct the investment of your Account that show the balance of your Account. Please file these statements in a safe place for future reference.

Top-Heavy Provisions

Federal law requires that if the Defined Contribution Pension Plan becomes a top-heavy plan as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that the Plan becomes top-heavy, Participants will be notified accordingly.

Maximum Contributions

The Internal Revenue Code imposes maximum limitations on contributions permitted under qualified plans. These limits are liberal and would not normally prevent Participants from receiving full benefits. In the unlikely event that the Employer contributions made on your behalf are limited, the Fund Administrator will contact you with more information.

Your ERISA Rights

As a Participant in the Local Union No. 9, IBEW and Outside Contractors Defined Contribution Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to certain rights, as outlined below.

RECEIVING INFORMATION ABOUT YOUR PLAN AND BENEFITS

You have the right to:

- ▲ Examine, without charge, at the Fund Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA);
- ▲ Obtain, upon written request to the Fund Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (the Fund Administrator may make a reasonable charge for the copies);
- ▲ Receive a summary of the Plan's annual financial report, as the Fund Administrator is required by law to furnish each Participant with a copy of this summary annual report; and
- ▲ Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (generally age 65) 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 benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan will 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 an 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 application for a 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. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. Refer to the section titled ***"Applying For Your Benefits"*** for information.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the 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 Fund Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Fund Administrator.

If you have an application for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, you should contact the Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Administrator, you should contact the EBSA at:

*Nearest Regional
Office*

**Employee Benefits
Security
Administration**
Chicago Regional
Office
230 South Dearborn
Street, Room 570
Chicago, IL 60604-1520
312-596-7010

National Office

**Division of Technical
Assistance and Inquiries**
Employee Benefits Security
Administration
U.S. Department of Labor
200 Constitution Avenue,
NW
Washington, DC 20210
866-444-3272

You may also find answers to your questions and learn more about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA or by visiting the EBSA's web site at www.dol.gov/ebsa.

Glossary

Account

A separate Account maintained for each Participant to which all contributions are allocated.

Administrator or Fund Administrator

The Administrator or Fund Administrator is the Board of Trustees, unless a different person is designated Fund Administrator by the Board of Trustees and accepts the designation in writing. The Board of Trustees may delegate to the Fund Administrator any of its Plan duties, except the receipt of service of legal process. In addition, any designation by the Trustees does not relieve the Trustees of responsibility for performance of any Plan duties, unless delegation is specifically permitted by the Plan.

Association

The Middle States Electrical Contractors Association of the City of Chicago.

Beneficiary

Any person, estate, or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive a portion or all of the Participant's Account under the Plan. A designated Beneficiary is any individual designated by the Participant to receive the Participant's Account balance in the event of his or her death. However, this does not include any person who becomes a Beneficiary by virtue of inheritance or intestate succession laws.

Board of Trustees or Trustees

The Board of Trustees administers the Trust Fund and consists of eight members, four of whom are selected by the Association (the Employer Trustees) and four of whom are selected by the Union (the Union Trustees). At least one but not more than two Alternate Trustees may be selected for each group by the Association and the Union.

Cash-Out

An involuntary distribution of the Account to a former Participant, which meets the following requirements:

- ▲▲ Former Participant's entire non-forfeitable Account is distributed;
- ▲▲ Present value of the non-forfeitable Account is \$1,000 or less; and
- ▲▲ Distribution is made due to the Employee's termination of participation in the Plan and no later than the end of the second Plan Year following such termination.

Covered Employment

Hours of work for which an Employer is required to make contributions to the Plan on behalf of an Employee.

Employee

A person employed by an Employer for whose employment the Employer is obligated to contribute to the Trust Fund.

Employer or Contributing Employer

Employer or Contributing Employer includes:

- ▲▲ The members of the Association;
- ▲▲ Employers that have agreements with the Union that require contributions to the Fund;
- ▲▲ Employers that have no agreement with the Union but that acknowledge the Union as the Collective Bargaining Representative of Employees performing work of the type specified under the Collective Bargaining Agreement between the Union and the Association;

Hour of Service

Each hour for which:

- ▲ An Employee is paid, or entitled to be paid, for the performance of duties in Covered Employment for an Employer. These hours are credited to the Employee for the period in which duties are performed;
- ▲ An Employee is paid, or entitled to be paid, by the Employer for a period of time during which no duties are performed (regardless of whether the employment relationship has ended) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service are credited for any single continuous period, regardless of whether the period occurs in a single computation period. Hours are calculated and credited pursuant to Section 2530-200b-2 of the Department of Labor Regulations; and
- ▲ Back pay is either awarded or agreed to by the Employer, regardless of mitigation of damages. The same Hours of Service are not credited under either of the above and this item. These hours are credited to the Employee for the computation period to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment is made.

Hours of Service are credited for employment with other members of an affiliated service group (under IRC Section 414(m), a controlled group of corporations (under IRC Section 414(b)), or group of trades or businesses under common control (under IRC Section 414(c)) of which the adopting Employer is a member, and any other entity required to be aggregated with the Employer, pursuant to IRC Section 414(o).

Hours of Service are also credited for any individual considered an Employee for purposes of the Plan under IRC Section 414(n) or IRC Section 414(o).

Service is determined based on actual hours for which an Employee is paid or entitled to be paid for work in Covered Employment.

IRC

Refers to the Internal Revenue Code of 1986, as amended.

Leaving Covered Employment

“Leaving Covered Employment” means that a Participant has indicated his or her intention to stop working at the trade indefinitely at a time prior to his or her obtaining Normal Retirement Age. The effective termination date is the first day of the month following a 20-consecutive-calendar month period during which you worked 400 hours or less in Covered Employment or 400 hours or less are reported to the Fund by an Employer or reciprocal fund that is a party to a reciprocal agreement with this Fund.

Military Leave of Absence

A leave of absence for service in the armed forces of the United States that will end no later than the time at which a Participant’s reemployment rights as a member of the armed forces is no longer protected by law.

Normal Retirement Age

When a Participant reaches age 65 or, if later, five years after his or her initial participation in the Plan, if the Participant began participation in the Plan after age 60.

Participant

Each Employee or former Employee who has met the Plan’s participation requirements.

Plan

Local Union No. 9, IBEW and Outside Contractors Defined Contribution Pension Plan, a money purchase pension plan.

Plan Year

The 12-month period from November 1 to October 31.

Reciprocity Agreement

Any agreement executed by the Trustees of this Plan and Trust with the Trustees of another pension plan and trust, whereby the Employee is empowered to request, and the Trustees of both plans are empowered to grant, the transfer of contributions made by a Contributing Employer under a collective bargaining agreement from one fund to the other fund.

Required Beginning Date

The April 1 of the calendar year following the calendar year in which the Participant reaches:

- ▲ If you are not a five percent owner
 - age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or (ii) 72 if you reach age 70-1/2 on or after January 1, 2020; or, if later
 - the date you stop working in Covered Employment.
- ▲ If you are currently or have been a five percent owner, age (i) 70-1/2 if you reached age 70-1/2 prior to January 1, 2020, or (ii) 72 if you reached age 70-1/2 on or after January 1, 2020.

However, if you attain age 70-1/2 on and after January 1, 2020, you may elect to voluntarily begin receiving benefits on or after the first day of April of the calendar year following the calendar year in which you attain age 70-1/2, even if you have not stopped working in Covered Employment.

A Participant is treated as a 5% owner if such Participant is a 5% owner as defined in IRC Section 416(i) (determined in accordance with IRC Section 416 but without regard to whether the Plan is top-heavy) at any time during the Plan Year in which such owner reaches age 66½ or any subsequent Plan Year.

Once distributions have begun to a 5% owner, they must continue to be distributed, even if the Participant ceases to be a 5% owner in a subsequent year.

Retirement

Termination of employment of a Participant who is Normal Retirement Age or older. A Participant may work beyond Normal Retirement Age, in which case Employer contributions continue to be allocated to the Participant's Account.

Spouse

A person of the same gender or opposite gender to whom the Participant is considered married under applicable law and to the extent provided in a Qualified Domestic Relations Order (within the meaning of ERISA Section 206 and Internal Revenue Code Section 414(p)), a Participant's former Spouse.

Termination Date

The earliest of the date a Participant:

- ▲ Retires;
- ▲ Terminates employment, including terminating employment due to a Total and Permanent Disability;
- ▲ Leaves Covered Employment; or
- ▲ Dies.

Trust

The Trust created under the Plan and Trust Agreement.

Trust Fund or Fund

Assets of the Plan that are held in the Trust.

Union

Local Union No. 9, International Brotherhood of Electrical Workers.

**Local Union No. 9, IBEW and Outside Contractors
Defined Contribution Pension Plan**

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