

# Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Fund



## Plan Document and Summary Plan Description

2019 Edition

**IBEW9+MSECA**  
*Partners for Progress*

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# Introduction

The Trustees established the Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Fund Trust (the “Trust”) in November 2010. The Trust and the Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Plan (the Plan) are established under Code Section 501(c)(17) for the purpose of providing payments that supplement state unemployment compensation for eligible Employees whose employment with an Employer is terminated involuntarily due to a layoff or reduction in workforce.

## Definitions

Where the following words and phrases appear in this Plan Document and Summary Plan Description (SPD), they are capitalized and have the respective meanings set forth below (unless their context clearly indicates otherwise).

### Association

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

### Code

The Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding legislative provisions, which amend, supplement, or replace such section or subsection of the Code.

### Collective Bargaining Agreement

A written agreement between the Union and the Association.

### Contributions

Payments made or due to the Trust Fund by Employers—pursuant to the terms of the Trust Agreement, a Participation Agreement, or a Collective Bargaining Agreement—on behalf of their Employees for work performed by such Employees.

### Covered Employment

Work performed by an Employee for an Employer for which Contributions are required to be made to this Fund.

### Effective Date

November 1, 2010, the date on which the provisions of this Plan took effect.

### Employee

A common law employee whose Employer is obligated to contribute to the Trust Fund on his or her behalf.

### Employer

An Employer includes:

- Members of the Association; and/or
- An Employer that has an agreement with the Union or Fund to make Contributions to the Fund; and/or

- An Employer that does not have an agreement with the Union but that acknowledges the Union as the collective bargaining representative of Employees performing work of the type specified within the Collective Bargaining Agreement between the Union and the Association.

## **ERISA**

The Employee Retirement Income Security Act of 1974 (ERISA), as amended from time to time.

## **Fund Administrator**

The person or persons designated by the Board of Trustees pursuant to its authority under the terms of the Trust Agreement. However, if a person is not designated, the Board of Trustees—as the Plan sponsor—will act as the Fund Administrator.

## **Participant**

An Employee eligible for coverage under this Plan.

## **Participation Agreement**

A written agreement between an Employer and the Board of Trustees that obligates the Employer to make Contributions to the Fund on behalf of the Employer's Employees, whether or not subject to the terms of a Collective Bargaining Agreement.

## **Plan**

The Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Plan, which is the program of benefits described in this document. The term Plan includes any other written document that is designated by the Trustees as constituting a part of the Plan and is established—and from time to time may be amended—by the Board of Trustees, pursuant to the provisions of the Trust Agreement.

## **Trustee, Trustees, or Board of Trustees**

A person (or persons) designated by the Trust Agreement or appointed by a person or entity who is granted such authority by the Trust Agreement.

## **Trust Agreement**

The Agreement and Declaration of Trust, including all amendments, that established the Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Fund Trust and continues its rules of operation.

## **Trust Fund, or Fund**

The Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Fund Trust.

## **Union**

The Local Union No. 9, International Brotherhood of Electrical Workers, AFL-CIO and any successors.

## **Additional Items Regarding Terminology**

The masculine gender of a term, where appearing in the Plan, includes the feminine or neuter gender. The singular tense of a term includes the plural, and vice-versa, unless the context clearly indicates otherwise.

The words "you" and "your" mean and refer to the Employee and/or Participant. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" mean and refer to the entire Plan and not to any particular provision or section.

## Eligibility for Benefits

### General

Notwithstanding the information under the “Initial Eligibility for Participation” subsection below, no Employee shall be eligible for benefits under this Plan and no payments shall be made prior to February 1, 2012 or for any period of unemployment prior to February 1, 2012. The Trustees may, in their sole discretion, determine that a different date or asset threshold is more appropriate to trigger benefit eligibility.

### Initial Eligibility for Participation

You are eligible to participate in this Plan after you work 1,200 hours or more in Covered Employment during the previous calendar year.

### Eligibility for Benefits

Once you are eligible to participate, you are eligible for benefits after you meet **all** the following requirements:

- You worked 1,200 hours or more in Covered Employment during the previous calendar year.
- Your employment with an Employer terminates involuntarily due to a layoff or reduction in workforce (benefits are not paid if your unemployment results from a strike or work stoppage). The Fund Administrator will verify the reason for unemployment with your most recent Employer or with the Union to confirm that your loss of employment was involuntarily due to a layoff or reduction in workforce.
- You are receiving state unemployment compensation.
- You are registered with the Union as available for work on the Out-of-Work Book, available to work in Covered Employment, and you otherwise comply with the Union’s out-of-work procedures.
- You are not receiving Social Security benefits.
- You are not receiving benefits from the Local Union No. 9, IBEW and Outside Contractors Pension Fund.
- You are unemployed for at least two weeks before benefits under this Plan begin, and your employment termination date is the Claim Date as shown on your unemployment benefit check or check stub issued by the Illinois Department of Employment Security (or a like government entity if you reside outside the State of Illinois).
- You are not receiving loss of time benefits from the Local Union No. 9, IBEW and Outside Contractors Health and Welfare Fund.
- You are not working outside the geographical area of the Union’s jurisdiction (i.e., Cook County, Will County, Grundy County, or Kankakee County, Illinois) in a trade or craft otherwise covered under the Collective Bargaining Agreement.
- You are not subject to an exhaustion of your benefit under this Plan.

- You complete and file any required application forms and other pertinent information and documentation as the Board of Trustees may require (in its discretion) with the Fund Office at:

Local Union No. 9, IBEW and Outside Contractors  
 Supplemental Unemployment Benefit Fund  
 IBEW 9+MSECA Fringe Benefit Trust Funds  
 18670 Graphics Drive, Suite 201  
 Tinley Park, IL 60477-6257

It is your responsibility to request application forms from the Fund Office.

- You mail, email, fax, or present in person a copy of your state unemployment check stub to the Fund Office within 14 days of the pay date on the check. You must submit copies of unemployment check stubs for each week of benefits for which you apply. The Plan does not pay benefits if your check stub is received after the 14-day deadline (no exceptions). The Plan and Fund Administrator rely on copies of your state unemployment checks to determine whether you are receiving state unemployment compensation.

You are eligible to collect benefits two weeks after you terminate employment. Your employment termination date is the Claim Date as shown on your unemployment benefit check or check stub issued by the Illinois Department of Employment Security (or a like government entity if you reside outside the State of Illinois).

## **Military Service**

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects the reemployment rights and benefits of civilian employees who enter the military "for a brief, non-recurrent period and have no expectation of significant continuing military service."

This protection extends to Employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five years or less. "Uniformed military service" includes:

- Active duty;
- Active duty for training;
- Initial active duty;
- Full-time National Guard duty; and
- A period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service.

When you are away from Covered Employment due to uniformed military service covered by this law and you timely return to work for a contributing Employer, your Plan benefits are protected as follows:

- You do not forfeit your already accrued benefits; and
- There is no need for you to requalify for Plan participation due to your absence for military service.

You are not, however, eligible to receive Employer contributions for the period that you are on military duty.

If you will be entering military service, you must notify your Employer and the Fund Administrator in writing on a form available from the Fund Office. You must attach a copy of your deployment orders to the completed form and return it to the Fund Office before you enter military service. When you return from military service, you must notify the Fund Administrator.

You will forfeit any protected Plan benefits unless you return to work within certain time limits:

- If the length of your military service was less than 31 days, you must return to work the next workday following your discharge (with an eight hour rest period);
- If the length of your military service was more than 30 days, but less than 181 days, you must return to work within 14 days of your discharge; or
- If the length of your military service was more than 180 days, but not more than five years, you must return to work within 90 days of your discharge.

Within 14 days after you return to work, you must also furnish the Fund Office with copies of your discharge papers showing the date of your induction, date of your discharge or termination of duty, and whether or not your discharge was honorable. If you did not receive an honorable discharge (or if the length of your military service was more than five years), you will not enjoy the protections listed above.



## Benefits

### Supplemental Unemployment Compensation

In the event you are laid off from Covered Employment involuntarily due to a layoff or reduction in workforce, the Plan will provide a \$200 temporary weekly income benefit to you for as long as you are in layoff status, but in no event longer than 13 weeks in a calendar year. The annual 13-week benefit does not have to be applied to one instance of unemployment. In other words, you may reapply for benefits and receive the unused portion of your annual 13-week benefit if you:

- Use only a portion of your available 13-week benefit in one period of unemployment;
- Return to work, are subsequently laid off, and are again eligible for state unemployment benefits; and
- Meet all other eligibility requirements under the Plan.

As long as you meet all other participation and benefit eligibility requirements, your benefit begins two weeks after the Claim Date shown on your unemployment benefit check or check stub issued by the Illinois Department of Employment Security (or a like government entity if you reside outside the State of Illinois), provided that retroactive payments have not been made.

In other words, you do not receive a benefit for the first two weeks of your unemployment, and your benefit is calculated starting with the 14th day of your unemployment (as determined by the Claim Date).

You may be deemed to have exhausted your 13-week benefit in the event you (while receiving benefits):

- Fail to remain registered as available for work on the Out-of-Work Book with the Union;
- Are not available to work in Covered Employment; or
- You otherwise fail to comply with the Union's out-of-work procedures.

### Reduction or Termination of Benefits

If you falsify any required documentation, Plan benefits will be suspended. Also, if you are not available for work or you reject more than one call for employment, Plan benefits will terminate. If you accept a Short Call Job (a job that lasts three weeks or less), this will not prevent you from immediately receiving your remaining benefits.

Please Note: Notwithstanding any other provision in this Plan, benefits will not be paid on or after the date information is received at the Fund Office for the preceding month for which complete data is available during which more than 750 Employees are working in Covered Employment (individuals who travel to the IBEW Local No. 9 jurisdiction to work will not be included in the count). Benefit payments will resume once employment is at 750 individuals or less, however, benefits will not be paid retroactively.

## **Payment of Benefits and Payment Schedule**

Payment will be made by direct deposit to the bank account you specify on your application.

A biweekly Payment Schedule applies. Once you provide a complete and satisfactory application for benefits, benefit payments are made on a biweekly basis. The Fund Administrator facilitates payment of benefits no later than the following Wednesday for all completed applications gathered over a two-week period (Monday through Friday workweeks). For example, if you submit a satisfactory application between Monday, February 27 and Friday, March 9, you are paid no later than the following Wednesday, which in this example is Wednesday, March 14.

Payments continue according to the Payment Schedule every other Wednesday, provided you submit evidence of your continued unemployment (as specified under the *Eligibility for Benefits* section).

## **Contributions**

Employers contribute amounts to the Trust Fund as may be required from time to time by the Collective Bargaining Agreement. In addition, Employers contribute other such amounts as deemed appropriate and actuarially necessary to enable the Trustees to pay the amounts due under the Plan.

Employees cannot make contributions directly to the Trust Fund.

## Miscellaneous

### **Nonassignability and Facility of Payment**

Plan benefits are not in any way subject to the debts or other obligations of the persons entitled thereto; and may not be voluntarily or involuntarily sold, transferred, or assigned to any person(s).

Plan benefits are only paid to an Employee who is eligible for benefits. However, if the Trustees find that such Employee is deceased or unable to manage his or her affairs for any reason, any such benefit is paid to his or her duly appointed legal representative—if one is appointed. If a legal representative is not duly appointed, any such benefit is payable to the Employee's spouse, parent(s), child(ren), or other relative(s) or dependent(s) as the Trustees (in their sole discretion) determine. Any benefit the Plan pays is considered a complete discharge of the Plan's liability with respect to such benefit.

In the case of an Employee's death, the Plan does not pay benefits with respect to any period following the last day of layoff that immediately precedes the Employee's death.

The Fund Administrator may administratively segregate any portion of the Fund relative to a determination that a Plan benefit is payable. If this is the case and the payment is not claimed within two years of the determination date, such amount reverts to the Trust Fund.

### **No Vested Interest**

Employees do not have any right, title, or interest in or to:

- The assets of the Trust Fund; or
- Any Employer contributions to the Trust Fund (such contributions are made to and held under the Trust for the sole purpose of providing benefit payments under the Plan, in accordance with its terms, and for defraying Plan expenses).

The Trustees and Employers do not, in any way, guarantee the payment of benefits to any person under the Plan. The Employers' and Trustees' liability to pay Plan benefits, as of any date, is limited solely to the then assets of the Trust Fund.

### **Applicable Law**

Subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended from time to time, and other applicable federal law that may provide otherwise, this Plan in its then-current form shall be administered, construed, and enforced according to the laws of the State of Illinois.

### **Right of Recovery**

If an Employee receives benefits under this Plan that he or she is not entitled to, the Trustees have the right to recover such overpayments either by:

- Offsetting future payments; or
- Taking any other action permitted under any applicable law to collect such overpayments.

In pursuing claims for overpayment, the Trustees have the right to recover reasonable attorney's fees and litigation costs. If any Employee knowingly misrepresents or falsifies any information or matter in connection with a claim filed for benefits, the Trustees have the right to deny all or part of the benefits that might otherwise be due in connection with that claim.

## **Responsibility for Taxes**

As a Participant, you are responsible for any federal, state, or local taxes you incur because of the payment of benefits under the Plan. Supplemental unemployment benefits are subject to income tax withholding and other tax withholding by the Plan, to the extent required by The Code or other applicable law.

## **Amendment, Termination, Consolidation, or Merger**

### **Amendment**

The Trustees may amend this Plan at any time, and from time to time. In addition, the amount and duration of any benefit under the Plan may be decreased, increased, terminated, or otherwise modified. However, no such amendment will permit the:

- Return or reversion of any part of the Trust Fund to any Employer; nor
- Use or application of the Trust Fund for the benefit of anyone other than Participants, prior to the satisfaction of all existing or contingent liabilities that arise under the Plan.

### **Termination**

The Trustees may terminate the Plan at any time, subject to the same limitations set forth in the above "Amendment" subsection. Termination of the Plan will take effect with a written resolution adopted by the Trustees.

### **Contributions Conditioned Upon Approval**

This Plan and its related Trust are designated to qualify under Code Section 501(c)(17). If the Internal Revenue Service issues a determination letter to the effect that the Plan and Trust do not meet the requirements of Code Section 501(c)(17), the Plan and Trust will terminate. If the Plan and Trust terminate, all Employee rights to the Plan and Trust end as if the Plan and Trust were never adopted.

## Allocation of Fiduciary Responsibilities

Fiduciaries only have the powers, duties, responsibilities, and obligations that are specifically provided to them under this Plan or in the Trust Agreement. In general:

- Employers have the sole responsibility to make contributions to the Plan.
- Trustees have the sole responsibility to administer this Plan, but only to the extent specifically described in this Plan or in the Trust Agreement.
- Trustees are responsible for administering the Trust Fund and managing the assets held under the Trust Agreement, but only to the extent provided for in the Trust Agreement.

Fiduciaries do not guarantee the Trust Fund, in any manner, against investment loss or depreciation of asset value.

### Fund Administrator

The Plan is administered by a Fund Administrator who is appointed by a majority of the Trustees.

### Claims Procedure

Your right to a benefit from the Plan is determined in accordance with the terms of this Plan. You should submit any claim for benefits to the Fund Administrator or to his or her designated representative.

If the Fund Administrator denies your claim for benefits under the Plan, the denial notice is in writing (in a manner that can be understood without legal or actuarial counsel) and delivered or mailed to you within 60 days of the denial. Such notice sets forth:

- The specific reasons for the denial;
- The Plan provisions upon which the denial is based; and
- How to appeal the denial.

You may appeal such denial in writing within 60 days of being notified. The Board of Trustees may delegate the power to hear appeals to a Benefit Appeals Committee that consists of Board of Trustees members. The Board of Trustees (or its Benefit Appeals Committee) responds in writing to appeal requests.

The Board of Trustees' (or its Benefit Appeals Committee's) determination is final and is given judicial deference in any later court action to the extent it is not arbitrary and capricious.

### Records and Reports

The Trustees exercise such authority and responsibility as they deem appropriate in order to comply with the Employee Retirement Income Security Act of 1974 (ERISA) (and governmental regulations issued thereunder) relative to annual reports to the U.S. Department of Labor and other federally mandated records and reports.

### Application and Forms for Benefits

The Trustees may require an Employee to:

- Complete and file with the Fund Administrator an application for a benefit and all other forms approved by the Trustees; and
- Furnish such other pertinent information and documentation as the Board of Trustees may require in its discretion.

The Trustees may rely upon all such information so furnished, including the Employee's current mailing address.

### **Interpretation by Trustees**

The Trustees have full authority and complete discretion to interpret this Plan, and to decide all questions arising in the administration and operation of this Plan (including, but not limited to, all questions of eligibility and status). Any such interpretations or decisions of the Trustees are conclusive and binding on all persons. Any reviewing court should defer to the interpretations and decisions of the Trustees, unless such interpretations and decisions are arbitrary and capricious.



## Administration

The Trustees of the Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Fund Trust administer this Plan, although the administration may be delegated to other individuals or entities. This benefits program is administered under provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended and the Internal Revenue Code of 1986 ("The Code"), as amended.

### Plan Identification Numbers

The Employer Identification Number (EIN) and Plan Number (PN) for federal government purposes are:

EIN: 32-0320610

PN: 001

### Plan Sponsor and Administrator

The Plan Sponsor and Administrator are the Board of Trustees, and the Board assigns the day-to-day duties to the Fund Administrator. The Fund Administrator is Rebecca Thames-Simmons, located at IBEW 9+MSECA Fringe Benefit Trust Funds, 18670 Graphics Drive, Suite 201, Tinley Park IL 60477-6257. Her telephone number is (708) 449-9004, and her email address is [becky@myfundoffice.com](mailto:becky@myfundoffice.com).

### Board of Trustees

Employer Trustees	Union Trustees
Stephen Aldridge (Alternate) Aldridge Electric Company 844 East Rockland Road Libertyville, IL 60048	John C Burkard Local No. 9, IBEW 18670 Graphics Drive, Suite 200 Tinley Park, IL 60477-6257
Art Burke (Chairman) Hecker and Company 250 E. Industrial Lane Wheeling, IL 60090	John G Dowling Local No. 9, IBEW 18670 Graphics Drive, Suite 200 Tinley Park, IL 60477-6257
William R Darnstadt Pinner Electric Company 650 E. Elm Avenue LaGrange, IL 60525	William W Niesman (Secretary) Local No. 9, IBEW 18670 Graphics Drive, Suite 200 Tinley Park, IL 60477-6257
Frank A Lizzadro Meade Electric Co, Inc 9550 W. 55 <sup>th</sup> Street, Suite A McCook, IL 60525	Joseph P Notaro (Alternate) Local No. 9, IBEW 18670 Graphics Drive, Suite 200 Tinley Park, IL 60477-6257

<b>Employer Trustees</b>	<b>Union Trustees</b>
Lance Rosenmayer INTREN, Inc 18202 W Union Rd Union, IL 60180	Kevin B Schuster Local No. 9, IBEW 18670 Graphics Drive, Suite 200 Tinley Park, IL 60477-6257

## **Legal Service**

Service may be made on the Fund Administrator and as well as be made on the Board of Trustees.

## **Administration**

The Trustees who authorize Plan benefits have the complete and unrestricted discretion to resolve all questions concerning the Plan and to make rules to implement the Plan. The decisions of the Trustees are final and binding. Benefits under the Plan are paid only when the Trustees, or persons delegated by them to make such decisions, decide in their sole discretion that a Participant is entitled to benefits under the terms of the Plan.

All questions and requests for information should be sent to the Trustees at the following address:

Local Union No. 9, IBEW and Outside Contractors  
Supplemental Unemployment Benefit Plan  
18670 Graphics Drive, Suite 201  
Tinley Park, IL 60477-6257

The Plan is financed by Employer contributions to the Trust Fund. Employers do not have a right to contributions made to the Trust Fund.

Although the Trustees intend to continue the Plan indefinitely, the Trustees reserve the right (in their sole and unrestricted discretion) to change or discontinue the Plan at any time and for any reason.

Changes or amendments may be made retroactively, if necessary, to qualify or maintain the benefits program in order to meet the requirements of The Code. Although the Trustees intend to maintain these benefits, economic conditions could cause a benefit reduction. If a substantial number of members are laid off, Plan benefits may be reduced so more members may receive benefits. The Plan benefit may also be reduced because of insufficient Trust Fund assets. The Trustees may suspend Plan benefits in times of low unemployment.

## **Your Legal Rights**

The Plan is administered under the provisions of ERISA. ERISA provides that all Plan participants are entitled to:

- Examine, free of charge, any and all official documents related to the Plan such as contracts, Collective Bargaining Agreements, detailed annual reports, and Plan descriptions. These documents are available at the Fund Office.
- Obtain copies of all Plan documents and other Plan information upon written request to the Fund Administrator. The Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial reports.
- Receive a summary of any material changes to the Plan within 210 days after the end of the plan year in which the changes are made.

ERISA also imposes duties on the persons responsible for the operation of employee benefit plans. The law refers to these persons as "fiduciaries." Fiduciaries have a duty to act prudently and in the interest of Plan participants and their 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 benefit or exercising your rights under ERISA.

If your benefit claim is denied, in whole or in part, the Fund Administrator must send you a written explanation of the denial. You may then ask the Fund Administrator to review and reconsider your claim. Under ERISA, you can take certain actions to enforce your rights. If you request materials from the Fund Administrator and do not receive them within 30 days, you may file suit in a federal court. The court may require the Fund Administrator to provide the materials and pay you up to \$110 a day (as indexed for inflation) until you receive them, unless the materials were not sent due to reasons beyond the Plan Administrator's control. If your claim for a benefit is denied, in whole or in part, you may file suit in a state or federal court. If you believe the Plan's fiduciaries have misused the Plan's money or if you believe you were 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. The court may order the person you have sued to pay court costs and fees, or the court may order you to pay such costs and fees, if, for example, it finds your claim is frivolous.

If you have any questions about this Plan, you should contact the Fund Administrator. If you have questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administrator ("EBSA"), U.S. Department of Labor, listed in your telephone directory. The Chicago regional office is located at 200 West Adams, Suite 1600, Chicago, Illinois 60606; telephone number (312) 353-0900. Alternatively, contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 contacting the EBSA as follows:

- By calling (866) 444-3272
- By sending electronic inquiries to [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or to the website of EBSA at [www.dol.gov/EBSA](http://www.dol.gov/EBSA).

Please contact the staff at the Fund Office if you have any questions.

**Local Union No. 9, IBEW and Outside Contractors  
Supplemental Unemployment Benefit Fund**

18670 Graphics Drive  
Suite 201  
Tinley Park, IL 60477-6257  
708-449-9004