This explanation of the Fund is no more than a brief and very general statement of the most important provisions of the Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan itself. The rights of a participant or beneficiary can only be determined by consulting the actual text of the Plan. The complete text of the Plan can be obtained from the Fund Office.

Only the full Board of Trustees is authorized to interpret the plan of benefits described in this booklet. No employer or union, nor any representative of any employer or union, is authorized to interpret this Plan on behalf of the Board, nor can such person act as an agent of the Board of Trustees.
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

To All Plan Participants:

We are happy to provide this booklet describing the provisions of your Plan. As a supplement to the existing Pension Plan, this Plan’s intention is to provide an additional measure of financial security for you and your family upon your retirement.

Besides retirement benefits, under certain circumstances, you may borrow money from your Individual Account subject to conditions for repayment in accordance with the Rules and Regulations of the Plan.

The “QUESTIONS AND ANSWERS” that follow are intended to only highlight some of the features of the Plan. In all cases, the actual text of the Plan governs all aspects of participation, eligibility, benefit payments, loans and in general any aspects of the administration of the Plan. A copy of the actual text of the Plan can be obtained at the Fund Office.

We suggest that you share this booklet with your family, particularly your spouse, since they may have an interest in the Plan. We also suggest that you keep this booklet for future reference and let your family know where it is being kept. It contains information concerning what may be substantial sums of money to which you or your beneficiary may be entitled.

If you have any questions about the Plan or desire any additional information please contact the Fund Office.

Sincerely,

Board of Trustees
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QUESTIONS AND ANSWERS ABOUT YOUR PLAN

1. Q. What is the effective date of the Plan?
   A. The Plan became effective as of April 1, 1992. The Plan was established by the Board of Trustees under authority granted them by the Second Amended and Restated Agreement and Declaration of Trust entered into on September 22, 1989.

2. Q. How do I know if I am a participant in the Plan?
   A. You shall become a participant in the Plan if you are working for an employer who is required to make hourly contributions into the Fund on your behalf as stipulated in a collective bargaining agreement.

   If you are a participant, you will receive quarterly statements from the Fund Office showing the actual employer contributions paid on your behalf and the value of your Individual Account.

3. Q. Who pays the cost of the Plan?
   A. The cost of the Plan is paid from the participants’ Individual Account balances. The following administrative costs are charged against your Individual Account on a pro-rata basis: legal, accounting, consulting and recordkeeping.

   ABOUT THE 401(k) PLAN

(Applicable only to employees who have elected to have voluntary contributions paid to the 401(k) Plan).

Under the 401(k) Plan you can choose to have your employers defer taxes on part of your wages as contributions to a 401(k) Account. The following questions and answers provide information about how the 401(k) Plan works.

4. Q. How do I participate in the 401(k) Plan?
   A. Participation in the 401(k) Plan is voluntary. If you want to participate, you should contact the Fund Office. They will send you an elective deferral authorization form to complete. The completed elective deferral authorization form needs to be given to your employer’s payroll department.
5. Q. When can I become a participant in the 401(k) Plan?
   A. You can begin to participate in the 401(k) Plan by completing an elective deferral authorization form provided by the Fund Office.

6. Q. Once I make an election, when do my 401(k) contributions start?
   A. You may elect to participate as of the first day of the following payroll period on the date specified on the elective deferral authorization form, which date must be at least fifteen (15) days after the elective deferral authorization form is received by the employer’s payroll department.

7. Q. How much of my hourly wage can I contribute to the 401(k) Plan?
   A. Your hourly wage can be reduced through payroll reduction in increments of $.50 up to $8.00.

8. Q. How does a 401(k) Plan work and why would I want to be in it?
   A. The 401(k) contributions (also called elective deferrals) are placed in an account, called your 401(k) Account. 401(k) contributions allow you to reduce your federal and state income taxes by reducing your taxable wages. In addition, the 401(k) contributions, once they are in the 401(k) Plan, earn interest TAX FREE until you take the money out of the 401(k) Plan. The 401(k) contributions reduce your take home pay and also reduce your current federal and state taxes. The following example of how this works may be helpful.

   Joe, a construction worker, makes $18.00 hour. He elects to have 401(k) contributions of $1.50 an hour. He worked 2,100 hours during a year in covered employment.

   $37,800 Joe’s wages ($18.00 x 2,100 hours)
   $ -3,150 Joe’s 401(k) contributions ($1.50 an hour)
   $34,650 Joe’s taxable income
   $ -7,058 Joe’s Federal income tax in for an unmarried individual
   $27,592 Joe’s take home pay

   If Joe had not elected 401(k) contributions, he would pay at least $7,940 in Federal income taxes. Thus, Joe saved $882 in federal income taxes. In addition, the money in his 401(k) Account earns interest tax-free until he withdraws it. Of course, this example does not take into account other taxes such as state taxes and other deductions made from Joe’s hourly wages.
9. Q. Are there any taxes on my 401(k) contributions?
   A. Yes, your 401(k) contributions are subject to Social Security taxes ("FICA"). Your 401(k) contributions may also be subject to local union or earnings taxes. In addition, your 401(k) contributions will be taxed as income when you retire and withdraw the money in your 401(k) Account as described in Question 27.

10. Q. When are my 401(k) contributions vested?
    A. Your 401(k) contributions are immediately 100% vested and nonforfeitable when they are made.

11. Q. Can I change or discontinue my 401(k) contributions?
    A. You may change your 401(k) contribution amount at the beginning of any payroll period following January 1, April 1, July 1 or October 1 after you first began to have 401(k) contributions to the Plan. You may also change the amount of your 401(k) contributions when you change employers. You can discontinue 401(k) contributions as of the end of any payroll period.

12. Q. Are there limits on how much I can put into the 401(k) Plan?
    A. The Internal Revenue Code has set limits on how much you can contribute to the 401(k) Plan during the 12-month period that runs from January 1 to December 31. The limit for 2011 is $16,500. This 401(k) limit is indexed annually by the Internal Revenue Service, and new limits are usually announced in late January. If you need to know the most current 401(k) limit, please contact the Fund Office. In the event you exceed this limit, the Fund Office will no longer accept 401(k) contributions in excess of this amount.

    Additionally, effective January 1, 2011, if you are over age 50 you will be permitted to make catch-up contributions to the 401(k) Plan in the amount of $5,500 for 2011. This amount is also indexed annually by the Internal Revenue Service.

13. Q. How often will I get a statement of the amount in my 401(k) Account?
    A. As of each "Valuation Date," which is the last day of each quarter (March 31, June 30, September 30 and December 31), the balance in your 401(k) Account will be adjusted upward or downward to reflect any withdrawals, distributions, earnings, losses, interest accrued, administrative expenses and 401(k) contributions since the previous Valuation Date. After each Valuation Date you will receive a statement of the amount in your 401(k) Account. The amount of the balance in your 401(k) Account is subject to the investment performance of the options in which you choose to invest your elective deferrals.
14. Q. What happens if I do not direct where my 401(k) contributions are to be invested?

Effective June 20, 2008, the Plan has designated the age-appropriate Retirement Goal Funds as the Qualified Default Investment Alternative (QDIA). This investment option of the Plan became effective beginning with contributions on or after June 20, 2008 for participants who have not made an election to designate how their account was to be invested.

15. Q. When can I receive payments from my 401(k) Account?

A. Your 401(k) Account can be paid when:

1. You attain normal retirement age, which is age 65.

2. You attain age 59 1/2.

3. You separate from covered employment. You are assumed to have separated from covered employment if you have not worked for an in covered employment for six (6) months.

4. You become entitled to receive a Social Security disability benefit or you are certified by a physician as being disabled due to your inability to perform the duties required of any classification of employee working under an IBEW-NECA collective bargaining agreement.

5. You die.

6. You have an immediate and heavy financial need that cannot be met through insurance, liquidation of assets, distributions or loans from other plans of your employer or by borrowing from commercial sources, and such heavy and financial need is in one of the following categories:

(a) Certain medical expenses that are incurred by you or your family or your primary beneficiary under the Plan.

(b) Purchase of a principal residence for you. This does not include making mortgage payments on your principal residence.

(c) Payment of tuition for the next twelve (12) months of post-secondary education for you or your family or your primary beneficiary under the Plan.

(d) To prevent eviction or foreclosure on the mortgage of your principal residence.
(c) Payment of burial or funeral expenses for your deceased parent, spouse, parent, dependents or your primary beneficiary under the Plan.

(f) Expenses for repairing damages to your principal residence that would qualify for a casualty deduction under Section 165 of the Internal Revenue Code, without regard to whether the loss exceeds ten percent (10%) of your adjusted gross income.

(g) Any other financial need permitted by the Secretary in regulations or other official guidance that allows the Plan to make hardship distributions, including any immediate and heavy need based on all of the relevant facts and circumstances as required by Treasury Regulation Section 1.401(k)-1(d)(3)(iii)(A).

Such a hardship withdrawal will be subject to mandatory 20% withholding. This means that you will receive only 80% of the amount requested.

7. You attain at least age 70 1/2 and have retired from the Plan by not working in covered employment for at least one month, in which event your account is payable no later than April 1 of the year following the year in which you reach age 70 1/2.

16. Q. In what forms can I receive the benefits from my 401(k) Account after I retire or separate from covered employment?

A. You can receive benefits in any of the forms described in Question 24.

17. Q. What if I die before receiving my 401(k) Account benefit?

A. If you are married and you die before receiving your 401(k) Account it will be paid in a single sum to your surviving spouse, unless you, with the written consent of your spouse, have designated in writing another beneficiary to receive the amount in your 401(k) Account. If you die while you are receiving your 401(k) Account benefit but before it is completely paid out to you, the remaining balance will be paid to your surviving spouse, unless you, with the written consent of your spouse, have designated in writing another beneficiary to receive the remaining balance in your 401(k) Account.

If you are single and you die before receiving your 401(k) Account it will be paid in a single sum to your beneficiary. If you die while you are receiving your 401(k) Account benefit but before it is completely paid out to you, the remaining balance will be paid to your beneficiary.
MORE QUESTIONS AND ANSWERS ABOUT YOUR PLAN

18. Q. What is an Individual Account?

A. An Individual Account is the account established for you into which are deposited all employer contributions and the amount of investment earnings less administration expenses applicable to the Individual Account each quarter as of the Valuation Date. An Individual Account is established for you as of the first Valuation Date after you have worked with an employer contributing to this Plan for you. At that time all contributions previously made on your behalf after the effective date of the Plan are credited to your Individual Account. You are always 100% vested in the value of your Individual Account. You may direct the investment of your Individual Account by selecting from a range of investment alternatives that are offered by the Plan. If you do not direct the investment of your Individual Account, your Individual Account will be invested in the QDIA as mentioned in question 14.

19. Q. What determines the amount of money in my Individual and 401(k) Accounts at any time?

A. First, of course, is the amount of contributions that are paid on your behalf. This money, along with any contributions you elect to make to a 401(k) Account, is invested in accordance with your choice of investment options as established by the Board of Trustees of the Fund or if you have not selected any investment options, invested in the QDIA. Any interest or dividends received is added to contributions. Changes in the market value of investments also result in increases or decreases in the value of your Individual and 401(k) Accounts. From this accumulation is deducted a pro-rata share of the expenses of operating the Fund and any loans or hardship distributions you may have been granted. All of these things taken together determine the amount of money in each Individual Account at any Valuation Date.

20. Q. What is a Valuation Date?

A. In order to reflect investment earnings and market value, the value of each Individual and 401(k) Account will be determined on a Valuation Date. The Valuation Date will be the last day of each quarter (March 31, June 30, September 30 and December 31). The value is calculated on this date by combining the following factors to determine the shares of your account: contributions, investment income, loans and hardship distributions, and the expenses of running the Fund.

21. Q. What is the exact amount of money I will get when I apply for my Individual and 401(k) Accounts?

A. The amount of money you will receive when your Individual and 401(k) Accounts are distributed will be the value of your Individual and 401(k)
Accounts as of the date the account is liquidated less any loans or hardship distributions granted to you since the prior Valuation Date.

22. Q. What do I do if the quarterly statements do not show contributions from an employer for whom I worked under a collective bargaining agreement that requires contributions to the Fund?

A. It is very important that you carefully check the statement that you receive from the Fund Office and notify the Fund Office in writing immediately if there is any error or omission. Your account will not be credited for employer contributions due with respect to your work until the contributions have been received by the Fund. The failure to give prompt written notice to the Fund Office of any delinquency in such contributions will prejudice the Fund’s collection efforts and could result in a loss to you.

23. Q. When can I receive the money in my Individual Account?

A. You can receive the money in your account at any one of the following five times:

1. **At Retirement**
   
   If you have attained age 65, or if you have attained the age of 55 and no contributions have been made to your Individual Account for at least three consecutive months, you are entitled to receive the money in your Individual Account.

2. **When you stop working in the industry**
   
   Regardless of your age, you may apply for payment of the money in your Individual Account if you did not work in covered employment for six months.

3. **If you are totally and permanently disabled**
   
   Regardless of your age, if you are totally and permanently disabled, and entitled to a Social Security disability benefit or you are certified by a physician as being disabled due to your inability to perform the duties required of any classification of employee working under an IBEW-NECA collective bargaining agreement, you may apply for the money in your Individual Account.

4. **If you die**
   
   If you die and have been legally married to your surviving spouse for one year or more, any money in your Individual and 401(k) Accounts will automatically be paid in the form of a qualified joint and 50% surviving spouse annuity, unless you elect to waive that
form of benefit with the consent of your spouse in writing and
witnessed by a notary public. If you are not married, or if you are
not eligible for or have waived the surviving spouse annuity, your
Account balances can be paid as an annuity or in a lump sum.

(5) **Upon Application for a Hardship Distribution** --

Hardship withdrawals of elective deferrals are permissible for
participants who demonstrate in writing their immediate and heavy
financial need for the following purposes:

(a) Certain medical expenses that are incurred by you or your
family or your primary beneficiary under the Plan.

(b) Purchase of a principal residence for you. This does not
include making mortgage payments on your principal
residence.

(c) Payment of tuition for the next twelve (12) months of post-
secondary education for you or your family or your primary
beneficiary under the Plan.

(d) To prevent eviction or foreclosure on the mortgage of your
principal residence.

(e) Payment of burial or funeral expenses for your deceased
parent, spouse, parent, dependents or your primary
beneficiary under the Plan.

(f) Expenses for repairing damages to your principal residence
that would qualify for a casualty deduction under Section
165 of the Internal Revenue Code, without regard to
whether the loss exceeds ten percent (10%) of your
adjusted gross income.

(g) Any other financial need permitted by the Secretary in
regulations or other official guidance that allows the Plan to
make hardship distributions, including any immediate and
heavy need based on all of the relevant facts and
circumstances as required by Treasury Regulation Section
1.401(k)-1(d)(3)(iii)(A).

The Participant must demonstrate that the financial need can not be
relieved through any other means, and that the participant has
obtained all distributions other than hardship distributions and all
non-taxable loans under the Plan.
The Participant will be prohibited from making elective deferrals to the Plan for a period of six months after the receipt of the hardship distribution.

In no event, however, shall you be permitted to postpone the commencement of benefits to a date later than April 1 following the calendar year in which you reach age 70 1/2, or have retired from the Plan by not working in covered employment for at least one month, if that is later.

24. **Q. How will my Individual and 401(k) Account balances be paid out?**

**A.** If you are not married and the amount in your Individual and 401(k) Accounts is more than $5,000, your form of payment will be a single life annuity, unless you elect an optional form of payment. If you are married and the amount in your Individual and 401(k) Accounts is more than $5,000, your form of payment will be a qualified joint and 50% survivor annuity, unless both you and your spouse reject this form of payment within 180 days before your pension payment commences and elect an optional form of payment.

(1) **Single Life Annuity.** A single-life annuity provides you with a lifetime monthly benefit with no further benefits payable upon your death.

(2) **Qualified Joint and 50% Survivor Annuity.** A qualified joint and 50% survivor annuity provides you with a lifetime monthly benefit, and a lifetime monthly benefit for your surviving spouse if you die first, equal to 50% of your monthly benefit. No benefits are payable following the death of your spouse.

(3) **Optional Benefit Forms**

i) **75% Qualified Optional Survivor Annuity.** A 75% qualified optional survivor annuity provides you with a lifetime monthly benefit, and a lifetime monthly benefit for your surviving spouse if you die first, equal to 75% of your monthly benefit. No benefits are payable following the death of your spouse.

ii) **Lump sum payment.** If you are single or married you may elect to receive the amount in your account in a lump sum.

The monthly annuity benefits may be provided by purchasing an annuity from an insurance company. The amount of your monthly benefit will be determined by the insurance company based on your Individual and 401(k) Account balances upon retirement.
If the amount in your Individual Account is $5,000 or less, your benefit will be paid in a lump sum, whether or not you are married.

You may elect to have any portion of an eligible rollover distribution paid to an eligible retirement plan that you specify in a direct rollover. Effective March 28, 2005, in the event of a mandatory distribution greater than $1,000, if you do not elect to have such distribution paid directly to an eligible retirement plan that you specify or to receive the distribution directly, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

25. Q. What happens if I withdraw the money in my Individual and 401(k) Accounts?

A. Your participation in the Plan will be terminated when your entire account balance has been withdrawn.

26. Q. What happens to my benefit if I am divorced?

A. The Plan is required by law to comply with the terms and conditions of a qualified domestic relations order (QDRO). Therefore, if a qualified domestic relations order requires payment of your benefit, or a part of that benefit, to an alternate payee such as a former spouse or other dependent, the Trustees must comply. Participants and beneficiaries may obtain, without charge, a copy of the Plan’s procedures governing domestic relations orders from the Fund Office.

27. Q. Do I have to pay tax on the money in my Individual and 401(k) Accounts?

A. That depends. The money in your Individual and 401(k) Accounts is not considered taxable income until you are entitled to receive it. When you are entitled to receive the money in your Accounts other than as a loan, it must be reported as taxable income. Also, if you default in the repayment of a loan from your Accounts, the balance of the loan becomes a distribution from the Plan and is subject to tax. However, in some instances, you may be able to roll over the money in your Individual and 401(k) Accounts into your IRA, Roth IRA or into another qualified retirement plan. A payment that is eligible for rollover can be received in two ways. You can have all or any portion of your payment either paid in a direct rollover or paid to you. This choice will affect the tax you owe.

If you choose a direct rollover:

1. your payment will not be taxed in the current year and no income tax will be withheld,
(2) your payment will be made directly to your IRA, Roth IRA or, if you choose, to another qualified retirement plan that accepts your rollover, and

(3) your payment will be taxed later when you take it out of the IRA, Roth IRA or the qualified retirement plan.

If you choose to have your benefit paid to you:

(1) you will receive only 80% of the payment, because federal law requires that the Fund withhold 20% of the payment and send it to the Internal Revenue Service as income tax withholding to be credited against your taxes,

(2) your payment will be taxed in the current year unless you roll it over (you may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59-1/2 you also may have to pay an additional 10% tax),

(3) you can roll over the payment by paying it to your IRA, Roth IRA or to another qualified retirement plan that accepts your rollover within 60 days of receiving the payment, and the amount will not be taxed until you take it out of the IRA, Roth IRA or other qualified retirement plan, and

(4) if you want to roll over 100% of the payment to an IRA, Roth IRA or another qualified retirement plan that accepts your rollover, you must find other money to replace the 20% that was withheld (if you roll over only 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over).

Federal law requires the Fund Office to provide you with a timely “Special Tax Notice Regarding Plan Payments” that describes your rights and obligations regarding rollovers and withholding requirements.

To actually determine what may be the best way for you to take the money in your Individual and 401(k) Accounts (lump sum, partial lump sum or monthly payments) and the tax consequences of any payments you receive, you should discuss your particular circumstances with a competent tax advisor. The Trustees or the staff at the Fund Office cannot help you in this matter.

28. Q. How do I designate a beneficiary for my Individual and 401(k) Accounts?

A. You may designate a beneficiary on a form provided by the Fund. You may also change the beneficiary at any time. Remember, if you are
legally married and wish to designate someone other than your spouse as beneficiary, you must obtain the written consent of your spouse witnessed by a notary public.

29. Q. **What if I fail to apply for my Account balances?**

   A. If an application for payment of your Individual Account has not been filed within three months from the date of your retirement as defined in the Plan, your Individual and 401(k) Accounts will be placed in inactive status and continue to be included in all valuations and treated in the same manner as other accounts for valuation purposes for a five-year period. At the end of this period, the money may be used to defray non-investment expenses of the Fund, subject to your subsequent claim as provided in the Plan. Also, if no contributions have been made on your behalf for 24 consecutive months and the combined value of your Accounts is less than $1,000 at that time, your Account balances will be placed in a money market account.

30. Q. **Can I borrow some of the money in my Accounts?**

   A. **Yes.** You may request that the Board of Trustees grant you a loan for any of the following purposes for an amount of at least $1,000 and up to the lesser of 50% of your Individual and 401(k) Account balances or $50,000 as of the preceding Valuation Date:

   (1) Expenses for medical bills that have not been reimbursed by, or for which you have no right to reimbursement from, any public or private plan or program, including but not limited to any employer, union, or joint employer-union welfare plan or program, Medicaid, Workers’ Compensation, or Social Security.

   (2) Educational expenses of a dependent child beyond high school for payment of tuition and/or room and board. You may obtain a loan for the current semester or quarter only. You may obtain a new loan for each subsequent semester or quarter so long as the total loan outstanding does not exceed the maximum allowable as stated above.

   (3) Expenses due to the purchase or substantial rehabilitation of a home, cooperative or condominium in which you live so long as the expenses were incurred or the improvement was completed no earlier than one year prior to the date of the loan application. Only one loan for such purpose may be made to a participant.

   (4) Foreclosure proceeding or tax lien proceeding if you are threatened with the loss of your home, cooperative or condominium residence.
(5) Funeral expense incurred because of death of a spouse, dependent child or parent of the employee or spouse.

(6) You will be allowed to obtain a loan for $2,000 per month for each month you have been on the out of work book for a sponsoring IBEW Local Union of this Plan if you have been available for work during this period, up to a maximum loan of $8,000.

31. Q. How does this loan affect my Individual and 401(k) Account balances?

A. While you have any outstanding loan, the balance in your Individual and 401(k) Accounts will be reduced by the amount you owe. Any adjustments to your account for investment earnings will be based on this reduced amount.

For Example: If your Individual Account balance is $6,000 and you have an outstanding loan of $2,500, your Individual Account balance is $3,500 for purposes of investment earnings.

Therefore, if investment earnings for a particular year were calculated at 8% the amount to be credited to your Individual Account would be the annual equivalent of 8% of $3,500, not 8% of $6,000.

32. Q. How many loans may I have at one time?

A. You are permitted to have more than one outstanding loan at any time only if together, they do not exceed the lesser of $50,000 or 50% of the amount in your Individual and 401(k) Accounts.

33. Q. Do I have to pay interest on my loan and when must I repay my loan?

A. Yes. The Internal Revenue Service requires that a reasonable interest rate be charged on loans. The rate of interest to be charged shall be established by the Board of Trustees, plus a loan origination fee of $50.00 per loan. The loan and accrued interest must be entirely repaid within five years in quarterly or more frequent payments, unless it is a loan approved for the purpose of purchasing or remodeling a principal residence, which may be repaid over 10 years. You must repay any outstanding loan balance in full when you apply for a distribution from your Individual Account or the loan will be considered to be in default.

34. Q. What happens if I fail to repay my loan?

A payment will be considered to be delinquent if it is not paid in full when it is due or within thirty (30) days thereafter. The Plan will notify you of the delinquency and, if the delinquency is not cured within fifteen (15) days after the Plan gives the notice the Plan will impose a fifteen dollar ($15.00) late fee for each late payment up to a maximum of two (2) consecutive quarters in which you are delinquent, in addition to accruing interest.
A loan shall be considered to be in default if more than two (2) quarterly payments are delinquent, unless the delinquency is cured within fifteen (15) days after the Plan notifies you of the delinquent payments. In the event of a loan default:

1. The outstanding balance of the loan will be due and payable and interest shall continue to accrue until payment is made either directly or through foreclosure on the collateral.

2. The Plan will report the outstanding principal and interest as taxable income to you to the Internal Revenue Service. This will not, however, excuse you from any repayment obligations.

3. The Plan will foreclose on the security by canceling your claim for the outstanding balance of the defaulted loan. Cancellation of part of your benefit will be considered a distribution of the funds, and will occur as soon as the Plan would be permitted to make a distribution to you.

4. The Plan may sue to collect amounts due on a loan.

5. All expenses incurred by the Plan in any collection action, including any fees or other expenses specially incurred in enforcing security other than a pledge of your Individual Account and/or Individual 401(k) Account, shall be charged against the your Individual Account or Individual 401(k) Account balance, rather than allocated as general expenses of Plan administration.

35. Q. What is the application procedure for termination of my Individual and 401(k) Accounts or for loans?

A. All applications must be in writing and filed with the Board at the Fund Office. If you are married, your spouse must join in the application procedure for a loan and be subject to all of the terms and conditions of the loan.

36. Q. What recourse do I have if I disagree with the denial of my application?

A. The procedure starting on page 23 of this booklet.

37. Q. May I assign benefits?

A. Neither you nor any beneficiary can assign any of the benefits paid by the Plan. However, your benefits shall be subject to the Internal Revenue Service provisions for garnishment of Individual Accounts for income tax purposes under the IRS Code and also subject to qualified domestic relations orders pursuant to a state domestic relations law.
38. Q. What are my benefits if the Plan terminates?

A. The Board of Trustees has the authority to amend or terminate the Plan (in whole or in part), including reducing or eliminating benefits to the extent allowed by law. If the Plan terminates or if all employer contributions stop, your rights to benefits then accrued to the extent then funded shall become 100% vested and nonforfeitable and you will receive a distribution of your Individual and 401(k) Account balances on the date of termination, less any applicable fees, in accordance with procedures adopted by the Board of Trustees that are deemed necessary or desirable to comply with applicable Federal laws.

39. Q. If I go to work for an employer who contributes to a different annuity fund, can I transfer my contributions back to this Fund?

A. If you go to work for an employer who contributes to a different annuity fund, you may be able to transfer the employer contributions received on your behalf back to this Fund, but only if such annuity fund has executed an Annuity Fund Reciprocal Agreement to which this Fund is also signatory. You may not transfer back to this fund any 401(k) contributions you may have made to another annuity fund. Please contact the Fund Office for more information on transferring contributions.
RIGHT OF APPEAL AND DETERMINATION OF DISPUTES

No participant, beneficiary or other person shall have any right or claim to benefits under the Plan, or any right or claim to payments from the Fund, other than as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board pursuant to the terms of the Plan, and its decision of the dispute, right or claim shall be binding upon all parties thereto.

(1) Any person whose application for benefits under the Plan has been denied in whole or in part, or whose claim to benefits or against the Fund is otherwise denied, shall be notified in writing of such denial within 90 days (or 45 days for disability claim not based on a Social Security Disability award only) after receipt of such application or claim. An extension of time not exceeding 90 days (or 30 days for disability claim not based on a Social Security Disability award only) may be required by special circumstances. For disability claim not based on a Social Security Disability award only, the time may be extended for up to another 30 days (for a total of 105 days). If so, notice of such extension, indicating what special circumstances exist therefor and the date by which a final decision is expected to be rendered, shall be furnished the claimant prior to the expiration of the initial 90-day period (or 45 days or 75 days for disability claim not based on a Social Security Disability award only). If notice of denial of a claim is not furnished in accordance with this paragraph, the claims shall be deemed denied and the claimant shall be permitted to proceed to the review stage described below. The notice of denial shall set forth in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to pertinent Plan provisions on which the denial is based; (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (4) a description of the Plan’s review procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring civil action under ERISA Section 502(a) following an adverse benefit determination on review.

(2) Any such person may petition the Board for a review of the denial. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the denial, shall be accompanied by any pertinent documentary material not already furnished to the Fund, and shall be filed by the claimant or his duly authorized representative with the Administrator of the Fund within 60 days (or 180 days for disability claim not based on a Social Security Disability award only) after the claimant received notice of the denial. The claimant or his duly authorized representative shall be provided, upon request and free of charge, copies of and shall have access to and be permitted to review relevant documents and submit issues and comments in writing.
(3) Upon good cause shown, the Board shall permit the request for review to be amended or supplemented and shall grant a hearing on the request for review before the Board to receive and hear any evidence or argument. The claimant may be represented at such hearing by an attorney or any other representative of his choosing. The failure to file a petition for review within such 60-day period or 180-day period for a disability claim not based on a Social Security Disability award only or the failure to appear and participate in any such hearing, shall constitute a waiver of the claimant’s right to review of the denial, provided that the Board may relieve a claimant of any such waiver for good cause if application for such relief is made within 120 days or 180 days for a disability claim not based on a Social Security Disability award after the date shown on the notice of denial. Such failure shall not, however, preclude the applicant or claimant from establishing his entitlement at a later date based on additional information and evidence which was not available to him at the time of the decision. Review of an adverse benefit determination shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(4) The Board shall make a decision on any request for review at regularly scheduled meetings held at least quarterly, and a decision on review shall be made no later than the date of the meeting of the Board that immediately follows the Administrator’s receipt of the request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision may be made no later than the date of the second meeting following the receipt of the request for review. The Plan shall notify the claimant of the decision of the Trustees as soon as possible after the meeting, but not later than five (5) days after the decision is made. Notification of the decision upon review shall be in writing and shall include, written in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the adverse determination; (2) reference to specific Plan provisions on which the determination is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant’s claim for benefits; (4) a statement describing the procedures for submitting to arbitration as a voluntary level of appeal and the claimant’s right to obtain additional information about arbitration upon request, as described below; and (5) a statement of the claimant’s right to bring civil action under ERISA Section 502(a).

(5) If the claimant is dissatisfied with the written decision presented by the Board on such appeal, he or she may voluntarily request a further appeal by arbitration in accordance with the Employee Benefit Plan Claim Rules of the American Arbitration Association, incorporated by reference herein; provided such request is submitted in writing to any American Arbitration Association office within sixty (60) days of receipt of the written appeal decision. The Plan waives the right to assert that a claimant has failed to exhaust administrative remedies because the claimant did not elect to submit a benefit dispute to any such
voluntary arbitration. The Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that arbitration is pending. A claimant may elect to submit to voluntary arbitration only after exhaustion of the required review to the Board of Trustees. The Plan will provide to any claimant, upon request, sufficient information relating to arbitration to enable the claimant to make an informed decision about whether to submit to arbitration, including a statement that the decision to submit or not submit to arbitration has no effect on the claimant’s rights to any other benefit under the Plan, information about the rules of arbitration, the claimant’s right to representation, a description of the process for selecting a decision maker, and any circumstances that may affect the impartiality of the decision maker. The question for consideration by the arbitrator shall be whether, in the particular instance, the Board (1) was in error upon an issue of law; (2) acted arbitrarily or capriciously in the exercise of discretion, or (3) whether their findings of fact were supported by substantial evidence. No fees or costs are imposed on the claimant as part of arbitration. The decision of the arbitrator is considered to be final and binding on all parties and judgment upon the award may be entered in any Court having jurisdiction thereof.

The provisions of this section shall apply to and include any and every claim or right asserted under the Plan or against the Fund, regardless of when the act or omission upon which the claim is based occurred and regardless of whether or not the claimant is a “Participant” or “Beneficiary” of the Plan within the meaning of those terms as defined in ERISA.
INFORMATION REQUIRED BY ERISA

1. **Plan Name.** The name of the Plan is Eighth District Electrical Pension Fund Annuity Plan.

2. **Board of Trustees.** The Plan is administered by the Board of Trustees composed of an equal number of employee and employer representatives. If you wish to contact the Board of Trustees, you may use the address and telephone number below (which is the official Fund Office):

   **Board of Trustees**
   
   **Eighth District Electrical Pension Fund Annuity Plan**
   
   Compusys of Colorado, Inc.
   2821 South Parker Road, Suite 1005
   Aurora, Colorado 80014
   Telephone: (303) 745-0147

   The daily administration of the Plan is performed by the Fund Office.

   The names and business addresses of the members of the Board of Trustees are:

   **EMPLOYER TRUSTEES**
   
   Francis Marcotte
   Sturgeon Electric
   12150 East 112th Ave.
   Henderson, CO 80640

   Marty Adams
   Adams Electric, Inc.
   320 South Santa Fe
   Pueblo, CO

   Klaas De Boer, Jr.
   Intermountain Chapter, NECA
   2125 West 2300 South
   Salt Lake City, Utah 84119

   **UNION TRUSTEES**
   
   Jim Mantele
   I.B.E.W. Local Union 68
   5660 Logan Street
   Denver, CO 80216

   Aaron White
   I.B.E.W. Local Union 291
   225 North 16th Street, No. 110
   Boise, Idaho 83706

   Charles Johnson
   IBEW Local Union 113
   2150 Naeglele Road
   Colorado Springs, CO 80904
EMPLOYER TRUSTEES

James Peterson
Berwick Electric Co.
3450 N. Nevada Ave., Ste. 100
Colorado Springs, CO 80907

Roger Petersen
P.E.T.E.S., Inc.
2407 Harve
Missoula, MT 59801

Daric Stith
Tri State Electric Inc.
7790 Mossy Cup
Boise, ID 84709

Kellie Holland
Empire Electric, Inc.
10575 West 120th Ave.
Broomfield, CO 80021

Rory Berumen
Rocky Mountain Chapter, NECA
495 Uinta Way, Ste. 240
Denver, CO 80230

Pat Carlson
Wyoming Chapter, NECA
P.O. Box 50570
Casper, WY 82601

Jules Weaver
Western Line Constructors
Chapter, Inc., NECA
7001 South 900 East, Suite 240
Midvale, UT 84047

UNION TRUSTEES

Ronald Jones
I.B.E.W. Local Union 68
140 31st Street
Boulder, CO 80305

Dean Grinstead
I.B.E.W. Local Union 12
2901 Farabaugh Lane
Pueblo, CO 81005

Manuel Pino
I.B.E.W. Local Union 68
3737 Byron Place
Denver, CO 80211

Brent Donahue
I.B.E.W. Local Union 57
4551 South Atherton Drive
Salt Lake City, UT 84123

Harvey Humphrey
I.B.E.W. Local Union 415
810 Fremont Avenue
Cheyenne, WY 82001

Richard Kingery
I.B.E.W. Local Union 354
3400 West 2100 South
Salt Lake City, UT 84119

Larry Langley
I.B.E.W. Local Union 768
P.O. Box 1095
Kalispell, MT 59903
ALTERNATE TRUSTEES

EMPLOYER TRUSTEES

Mike Schmidt  
Montana Chapter, NECA  
Reddi Electric, Inc.  
P.O. Box 20272  
Billings, MT 59104

Todd Shaffer  
Intermountain Chapter, NECA  
Skyline Electric  
1848 West 2300 South  
Salt Lake City, UT 84119

Josh Wheeler  
Idaho Chapter, NECA  
Wheeler Electric  
469 W. 16th Street  
Idaho Falls, ID 83403

UNION TRUSTEES

Keith Allen  
IBEW Local Union No. 233  
P.O. Box 131  
Helena, MT 59624

Michael Byrd  
IBEW Local Union No. 111  
5965 East 39th Avenue  
Denver, CO 80207-1231

Rodney James  
IBEW Local Union No. 449  
1537 Baldy Avenue  
Pocatello, ID 83201

The Board of Trustees also employs other personnel including consultants, actuaries, attorneys, accountants, etc.

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

   The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 84-6100393.

4. **Fund Assets and Contributions.** All Plan benefits are provided directly from the Fund. The collective bargaining agreements provide for contributions by the employers to the Fund on an agreed-upon cents-per-hour basis. In addition, employees may voluntary make additional contributions to the 401(k) Plan.

5. **Type of Plan.** The Plan is an ERISA section 404(c) plan and a defined contribution plan within the meaning of ERISA that is not a plan covered by the plan termination insurance provisions of ERISA. Accordingly, the benefits of the Plan are not insured under Title IV of ERISA.

6. **Agent for Service of Legal Process.** The Board of Trustees is the agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon any of the Trustees at the Fund Office address.

7. **Collective Bargaining Agreements.** The Plan is maintained in accordance with collective bargaining agreements. A copy of the collective bargaining agreements
may be obtained by participants and beneficiaries upon written request to the Fund Office and are available for examination.

The Fund Office will provide any Plan participant or beneficiary, upon written request, information as to whether a particular employer is contributing to this Fund with respect to the work of the participants in the Fund, including the employer's address, and/or a complete list of employers and employee organizations sponsoring the Plan. This information is also available for examination by participants and beneficiaries at the Fund Office.

8. **Fiscal Year.** The Fiscal Year of the Fund is the twelve-month period ending each March 31, which is also the Plan year.

9. **PBGC Coverage.** The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because PBGC does not insure defined contribution plans.

10. **Participating Employer and Employee Groups.** The Fund Office will give you information as to whether a particular employer or employee group is participating in this Plan. If the employer or employee group is participating in this Plan, the Fund Office will give you the employer's or employee group's address.
STATEMENT OF ERISA RIGHTS

As a participant in the Eighth District Electrical Pension Fund Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

1) Examine, without charge, at the Fund Office and other specified locations such as work sites and Union Locals, documents governing the Plan, including insurance contracts and collective bargaining agreement 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.

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

3) Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

4) Obtain a statement telling you whether you have a right to receive a distribution of your Individual Account at Normal Retirement Age. The Plan must provide a statement of your Individual Account free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate 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 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. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file
suit in a federal court. In such a case, the court may require the Plan Administrator to provide
the materials and pay you up to $110 a day until you receive the materials, unless the
materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits, which is denied or ignored in whole or in part you may
file suit in a state or federal court. 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 for these costs
and fees. If you lose, the court may order you to pay the costs and fees, for example if it
finds your claim is frivolous.

**Assistance with Your Questions**
If you have any questions about your Plan, you should contact the Fund Office. If you
have any questions about this statement or about your rights under ERISA, you should
contact the nearest Area Office of the Employee Benefits Security Administration,
Department of Labor or the Division of Technical Assistance and Inquiries Employee
Benefits Security Administration United States Department of Labor 200 Constitution
Avenue, N.W. Washington, D.C., 20210

You may also obtain certain publications about your rights and responsibilities under
ERISA by calling the publications hotline of the Employee Benefits Security
Administration, which is (866) 444-3272 or retrieve information from the Internet
website, which is http://www.dol.gov/ebsa.

*The foregoing has been only a brief and general description of the Plan and is not meant to
interpret or change in any way the Plan's Rules and Regulations. The Trustees reserve the
right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment,
conditions so warrant.*