



**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL NO. 150 PENSION FUND**

**Summary Plan Description**



**April 1, 2024**

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## **INTRODUCTION**

International Brotherhood of Electrical Workers Local No. 150 Pension Fund (the "Plan") has been established pursuant to a collective bargaining agreement (the "Collective Bargaining Agreement") entered into between International Brotherhood of Electrical Workers ("IBEW"), Local No. 150 (the "Union") and Lake County Division, Northeastern Illinois Chapter, Inc., National Electrical Contractors Association, Inc. The purpose of the Plan is to provide retirement and other benefits for eligible employees.

This Summary Plan Description (or booklet) will acquaint you with the important features of the Plan, effective as of April 1, 2024. You should refer to prior Summary Plan Descriptions to identify Plan provisions that applied before April 1, 2024. The provisions of the Plan and a companion Trust Agreement issued to the Plan's Board of Trustees ("Trustees") of the Trust, however, necessarily govern the rights of persons under the Plan and in the event of any conflict between the Plan Document and this Summary Plan Description, the Plan Document will govern. Copies of the Plan Document and Trust Agreement are at the Plan Administrator's office. You may request copies of them if you wish.

The Trustees made a number of changes effective January 1, 2011 as a result of the Plan being in the "critical zone" at that time within the meaning of the Pension Protection Act of 2006 ("PPA"). Those changes were adopted as part of a "2010 Rehabilitation Plan" adopted by the Trustees and are described in this booklet. As of July 1, 2011, the Plan was certified to have green zone status under the PPA. However, effective November 1, 2019, the Plan reentered the "critical zone" within the meaning of the PPA. The Trustees made a number of changes adopted as part of a "2019 Rehabilitation Plan," which the Trustees later updated. The changes adopted by the 2019 Rehabilitation Plan are described in this booklet.

This booklet is not intended to provide you with tax advice regarding your benefits. You should consult an attorney or tax advisor if you have questions about how your benefits will be taxed under state and federal laws.

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

## **HOW IS THE PLAN OPERATED?**

The Plan is sponsored and administered by the Trustees and operated on the basis of a "Plan Year" that begins on July 1 and ends on June 30. Each year, the participating Employers ("Employers") contribute the amounts required of them under the Collective Bargaining Agreement or otherwise. Employer contributions are paid into a trust fund established by the Trustees to hold and invest Plan assets. The Trustees hold and invest all Plan assets. Most Plan assets are invested through certain "Investment Advisers" in a manner consistent with the advice of an "Investment Consultant."

## **WHO IS COVERED BY THE PLAN?**

In general, each employee of an Employer becomes a Plan participant on the first date on which he or she performs services that require an Employer to make a Plan contribution on his or her behalf.

## **HOW IS YOUR YEARS OF SERVICE DETERMINED?**

To be eligible to receive a pension benefit from the Plan, you must be vested in a pension benefit. If you are vested under the Plan, you have a nonforfeitable right to a future pension benefit. You will become vested in a pension benefit upon completion of at least five Years of Service under the Plan. Your Years of Service equals the sum of your years of continuous service earned before July 1, 2019 and your Years of Service earned on an after July 1, 2019.

### **Continuous Service for Plan Years Beginning Before July 1, 2019**

A year of continuous service is a Plan Year in which you were employed by an Employer and entitled to have a contribution made under the Plan on your behalf.

Generally, if, during a Plan Year beginning on or after July 1, 1976, no Employer contributions are required to be made under the Plan on your behalf, you will have a one-year break in service. If you have fewer than 5 years of continuous service, it is possible for you to have "Forfeited Service" (that is, continuous service completed before your period of break in service that is disregarded for Plan purposes). This could happen if you have five consecutive one-year breaks in service. Also, service at a location that is outside the jurisdiction of the IBEW, as defined in the IBEW Constitution, will not be considered as service for purposes of the Plan.

You will not incur a break-in-service if no Employer contributions are received on your behalf because of an accident, an illness, military service, permanent and total disability or maternity or paternity absence. You may be required to provide the Trustees with information necessary for the Trustees to establish the purpose of the absence.

If you work for a participating Employer in non-covered employment (that is, employment in which the Employer is not required to make contributions under the Plan on your behalf), such employment will be counted as continuous service if such employment ends immediately before, or begins immediately after, a period during which an Employer is required to make contributions under the Plan on your behalf.

### **Year of Service for Plan Years Beginning on and After July 1, 2019**

A Year of Service is a Plan Year in which you were employed by an Employer and accrued at least 435 Hours of Service.

Generally, if, during a Plan Year beginning on or after July 1, 2019, you do not accrue at least 435 Hours of Service, you will have a one-year break in service. If you have fewer than 5 years of service, it is possible for you to have "Forfeited Service" (that is, years of service completed before your period of break in service are disregarded for Plan purposes). This could happen if you have five consecutive one-year breaks in service. Also, service at a location that is

outside the jurisdiction of the IBEW, as defined in the IBEW Constitution, will not be considered as service for purposes of the Plan.

"Hours of Service" will be determined pursuant to the following rules:

- Each hour you are paid, or entitled to payment, for performance of service for your Employer; and
- Each hour you are paid, or entitled to payment without the performance of service due to vacation, holiday, illness, incapacity (including permanent and total disability), lay off, jury duty, service in the armed forces (subject to confirmation), or leave of absence. However, no more than 436 Hours of Service will be credited for any single continuous period (whether or not the continuous period occurs in a single Plan Year or not); and
- Each hour you receive for back pay, regardless of any mitigation of damages, from your Employer. However, the same hours of service cannot be credited pursuant to either paragraph above and this paragraph.

If your Employer does not maintain records of Hours of Service but maintains records and compensates you in relation to other periods of service, you will accrue the following number of hours of service for the following units of time to which your compensation relates:

<u>UNITS OF TIME</u>	<u>HOURS OF SERVICE</u>
Day	10 hours
Week	45 hours
Semi-Monthly	95 hours
Monthly	190 hours

Solely to avoid a one-year break in service, if you are absent from work for maternity or paternity reasons or qualified reasons under the Family and Medical Leave Act ("FMLA"), you will receive credit for the Hours of Service which you would otherwise have been credited but for the absence. Any credit of ours for a reason under FMLA will first apply to the Plan Year in which your absence begins, to the extent necessary to prevent the one-year break in service in that Plan Year, then to the Plan Year following the Plan Year in which the absence begins. However, no more than 435 hours will be credited for a reason under FMLA. If Hours of Service for a FMLA reason cannot be determined, you will be credited eight hours of service for each day of the absence. Approval of Hours of Service for FMLA reasons are subject to approval by the Board of Trustees.

### **HOW MUCH WILL YOUR RETIREMENT BENEFIT BE?**

The amount of your retirement benefit is based upon the Plan's normal retirement formula. That formula provides that if you retire on your normal retirement date (that is, the first day of the month coincident with or next following the later to occur of the date you attain age 65 or the 5th

anniversary of the commencement of your participation in the Plan), you will receive a monthly retirement benefit in an amount determined as follows:

- 4.5% of the total amount of Employer contributions that were payable under the Plan on your behalf before July 1, 1982; plus
- 4.0% of the total amount of Employer contributions that were payable under the Plan on your behalf on or after July 1, 1982 but before July 1, 1998; plus
- 3.5% of the total amount of Employer contributions that were payable under the Plan on your behalf on or after July 1, 1998 but before July 1, 2003; plus
- 3.0% of the total amount of Employer contributions that were payable under the Plan on your behalf on or after July 1, 2003 but before January 1, 2009; plus
- 2.0% of the total amount of Employer contributions that were payable under the Plan on your behalf on or after January 1, 2009 but before July 1, 2009; plus
- 1.82% of the total amount of Employer contributions that were payable under the Plan on your behalf on or after July 1, 2009 but before January 1, 2011; plus
- 1.5% of the "benefits eligible" Employer contributions that were payable under the Plan on your behalf on or after January 1, 2011 but before July 1, 2020; plus
- 1% of the "benefits eligible" Employer contributions that were payable under the Plan on your behalf on or after July 1, 2020.

(Note: "benefits eligible" Employer contributions means those contributions made by your Employer that count towards your benefit calculation. The Rehabilitation Plan adopted by the Trustees, which is included as part of the Collective Bargaining Agreement, requires that a portion of the Employer contribution be allocated to Plan funding without any benefit accruals attached. This was included in the Rehabilitation Plan in order to help improve the Plan's funding and to help the Plan emerge from the PPA critical zone. In addition, the bargaining parties or the Trustees may specify that certain contributions shall not be taken into account in determining benefit accruals under the Plan.)

Any Employer contributions payable under the Plan on your behalf during a period of Forfeited Service will be disregarded and your years of Forfeited Service will not be included in your total number of Years of Service. Contributions on your behalf while you are employed at a location that is outside the jurisdiction of the IBEW will not be accepted by the Trustees. If you performed Hours of Service during the Plan Year with an Employer for which contributions were required but not paid, Employer contributions will be deemed to have been payable under the Plan on your behalf for that Plan Year at the hourly rate specified in the Collective Bargaining Agreement as in effect when the hours were performed. Any supplemental contributions required by the PPA Rehabilitation Plan shall not be taken into account in determining the amount of your benefit.

Let's take an example. Assume that you retire on your normal retirement date with 25 Years of Service. The total amount of Employer contributions payable under the Plan on your behalf before July 1, 1998 was \$0, the total amount of such contributions on and after July 1, 1998 and before July 1, 2003 was \$12,000, the total amount of such contributions on and after July 1, 2003 but before January 1, 2009 was \$15,000, the total amount of such contributions on and after January 1, 2009 but before July 1, 2009 was \$2,000, the total amount of such contributions on or after July 1, 2009 but before January 1, 2011 was \$5,000, the total amount of benefits eligible contributions on and after January 1, 2011 and before July 1, 2020 was \$12,000 and the total amount of benefits eligible contributions on and after July 1, 2020 was \$8,000. Your normal retirement benefit would be computed as follows:

3.5% x \$12,000	= \$420 per month
	+
3.0% x \$15,000	= \$450 per month
	+
2.0% x \$2,000	= \$40 per month
	+
1.82% x \$5,000	= \$91 per month
	+
1.5% x \$12,000	= \$180 per month
	+
1% x \$8,000	= <u>\$80 per month</u>
<u>Total:</u>	\$1,261 per month

### **WHAT IF YOU RETIRE EARLY?**

If you retire on an early retirement date, you will receive an early retirement benefit. Your early retirement date is the first day of any month after the date you attain age 55, complete 10 Years of Service, and either:

- Performed at least 500 Hours of Service in three of four Plan Years immediately preceding your early retirement date; or
- Completed 30 Years of Service during which you performed at least 30,000 Hours of Service.

(Note: An "Hour of Service" is generally an hour for which an Employer is required to make a contribution to the Plan on your behalf.)

The amount of your early retirement benefit will be computed by using the normal retirement benefit formula. For pensions commencing on or after January 1, 2011, the amount of your monthly benefit payment, however, would be reduced by 5% for each year that your benefits are payable before the first day of the month coincident with or next following the date you are expected to attain age 63. This is because you would be expected to receive payments over a longer period of time.

Let's take an example. Assume that you retire at exactly age 61 and your monthly normal retirement benefit would be \$1,800. Your early retirement benefit would be reduced by 10% (that is, 5% per year for 2 years) or \$180. Accordingly, your early retirement benefit would be \$1,620 per month.

### **WHAT IF YOU RETIRE LATE?**

If you choose to delay receiving benefit payments after your normal retirement date, the amount of your retirement benefit is based upon the Plan's normal retirement formula (as described on page 2 above), but increased actuarially to take into account the fact that payment commences after your normal retirement date.

If you continue working in covered employment after your normal retirement date, you will continue to earn benefit credit for that period of employment. At late retirement, your benefit will be the greater of your actuarially increased normal retirement benefit or your benefit based on your total period of employment including service after your normal retirement date. Your benefit will not be increased actuarially upon late retirement to account for any period in which you engaged in prohibited employment (see page 7).

You generally must file an application for your benefits to commence no later than April 1 following the end of the calendar year you attain age:

- 73 if you attain age 73 on or after January 1, 2023;
- 72 if you attain age 72 on or after January 1, 2020, but before 2023;
- 70 ½ if he attains age 70 ½ prior to January 1, 2020; or
- If later, April 1 following the calendar year in which you cease covered employment (the "Required Beginning Date").

If you fail to properly file an application for benefits so that benefit payments can commence on or before your Required Beginning Date, the Plan will automatically begin payment of your benefits in the form of a 50% joint and survivor annuity, which is the default form of payment and is described in more detail in the next section. If you have not identified the birth date of your spouse, the Plan will assume that your spouse is the same age as you for the purpose of the 50% joint and survivor annuity.

### **HOW ARE YOUR BENEFITS PAID?**

If you are unmarried, your retirement benefits will be paid to you each month during your lifetime. If you die within a period of 5 years after the date payment of your benefits begins, payment of the same amount that you were receiving will continue to be made to your beneficiary for the balance of the 5-year period.

If, however, you are married when your Plan payments begin, the amount of your Plan benefits will be adjusted so that payments may be made to your spouse following your death. The

amount of each payment that would be made to your spouse over his or her lifetime would be 50% of the amount that was payable to you while you were alive (joint and survivor annuity).

You may elect not to have payments made to your spouse following your death, subject to your spouse's consent. In this case, Plan payments would be made to you during your lifetime and to your beneficiary if you die within 5 years after the date payment of your benefits begins. The Plan Administrator would be pleased to provide you with an explanation of the effects of making such an election. The Plan Administrator also can explain the other payment options available under the Plan. They are:

- Life and period certain option with a period certain of 10 or 15 years;
- Contingent annuitant option whereby, upon your death, your contingent annuitant would receive 50%, 75%, or 100% of the amount you were receiving;
- Level income option by which your payments would be actuarially adjusted to reflect the fact that your Social Security benefit might not be payable to you until after you begin receiving your Plan benefit; and
- Straight life annuity payable to you for your life only.

Your form of benefit cannot be changed after your pension commences.

If you terminate employment for a reason other than death, disability or retirement after the completion of five Years of Service, your benefit will become automatically payable in a lump sum if the present value of your monthly pension benefit is \$5,000 or less. If the present value of your monthly pension benefit is \$10,000 or less, you may apply (subject to spousal consent, if applicable) to have your benefit payable in a lump sum. Any such lump sum payment shall be distributed to an individual retirement account in your name, unless you elect to receive the payment in cash. When you become eligible for a distribution, the Plan Administrator will provide more information about your payment options, including the direct rollover rules.

### **WHAT IF YOU BECOME DISABLED?**

If, while employed by an Employer, you become totally and permanently disabled, (that is, you become entitled to receive disability benefits under Social Security) after completing 5 Years of Service, you will receive a monthly disability benefit. For pensions commencing on or after January 1, 2011, your monthly disability benefit will be the amount to which you would be entitled under the normal retirement benefit formula, based on your Years of Service and the contributions payable on your behalf as of the date your employment terminates because of disability, reduced by 5% for each year that your benefits are payable before the first day of the month that is coincident with or next following the date you are expected to attain age 63, up to a maximum reduction of 40%. You should notify the Fund Administrator as soon as possible after you receive notice that you are entitled to disability benefits from the Social Security Administration. If you delay, you may forfeit Plan benefits to which you otherwise would be entitled.

Payment of your monthly Plan disability benefit will begin on the first day of the month that is 5 months after the date your covered employment terminates because of a disability which results in you receiving a Social Security disability benefit, except that:

(a) If your application for a disability benefit is received by the Plan within 6 months of your Social Security award letter, payment of your benefit will commence on the first day of the month in which payment of your Social Security disability benefit commences (but in no case will retroactive payments be made for more than 12 months, effective August 11, 2017); or

(b) If your application for a disability benefit is not received by the Plan within 6 months of the date of your Social Security award letter, payment of your benefit will commence on the first day of the month after the date the application therefore is received by the Plan.

Payment of the disability benefit would be made to you each month until you attain age 65, elect to receive your early retirement benefit, or die. At age 65, you will be required to elect to receive a normal retirement benefit (and will be allowed to elect payment in any optional form allowed by the Plan at that time). If you recover from your disability before you attain age 65, no further disability benefits will be paid to you.

If you are unmarried and you die within 5 years after you receive your first monthly disability payment, your beneficiary will receive a monthly payment, in an amount equal to 80% of the amount you were receiving before your death, for the balance of the 5-year period.

### **WHAT IF YOUR EMPLOYMENT TERMINATES BEFORE RETIREMENT?**

Although the Plan is designed primarily to provide benefits for those who retire, you may qualify for Plan benefits even if your employment terminates before you retire and before you become eligible for the early retirement benefit. However, you must complete 5 Years of Service. The amount of your termination benefit would be computed by using the normal retirement benefit formula. Payment of your termination benefit ordinarily would begin after you attain age 65. You, however, could elect to have your benefit payments begin as of any month commencing on or after you attain age 55, subject to the following applicable reduction.

- If you have an annuity starting date before July 1, 2020, the amount of your payments would be reduced by 6% for each year (1/2% per month) that your benefits are payable early (i.e., before age 65). This is because you would be expected to receive payments over a longer period of time.

Let's take an example. Assume that you leave the trade at exactly age 56 and your monthly vested benefit would be \$1,800 if you wait until age 65 to begin receiving it. At age 56, your monthly vested benefit would be reduced by 54% (that is, 6% per year for 9 years) or \$972. Accordingly, your monthly vested benefit would be \$828 per month.

- If you have an annuity starting date on or after July 1, 2020, the amount of your payments will be reduced on an actuarial equivalent basis for each month that your benefits are payable early (i.e., before age 65).

## **WHAT HAPPENS IF YOU DIE BEFORE RETIRING?**

### Death After Age 55

If you die while employed by an Employer before your normal retirement date or while you are receiving a disability benefit, but after you attain age 55 and complete 5 Years of Service, your spouse will receive Plan benefits for his or her lifetime. Your spouse's benefit would be 50% of the amount that would have been payable over the joint lives of your spouse and you if you had retired instead of died and begun receiving Plan payments. Payments to your spouse would begin on the on the first day of the calendar month following the date of your death.

### Death Before Age 55

Your spouse also will receive Plan benefits for her lifetime if:

- You die while employed by an Employer after you complete 5 Years of Service and before you attain age 55; or
- Your employment with an Employer terminated after you complete 5 Years of Service and you die before you attain age 55, or if you die while you are receiving a disability benefit.

In general, this spouse's benefit would be 50% of the amount computed by using the normal retirement benefit formula, assuming that benefits would be payable commencing at the first date that could have been your early retirement date over the joint lives of your spouse and you. Payments to your spouse would begin on the first date that could have been your early retirement date.

## **WHAT IF YOUR EMPLOYMENT TERMINATES AND YOU ARE REEMPLOYED?**

After you retire, your monthly pension benefit will be suspended if you return to work in certain prohibited employment.

With respect to benefits accrued before July 1, 2011, payment of your benefits will be suspended if your employment terminates and you are reemployed in Lake County by an Employer that participates in the Plan.

With respect to benefits accrued on and after July 1, 2011, payment of your benefits will be suspended if your employment terminates and you are reemployed in employment that meets all of the following conditions:

- The same industry employing participants covered by the Plan;
- The same trade or craft in which you were employed while actively participating in the Plan;
- The same geographic jurisdiction covering the Plan; and

- A category of employment for which contributions would be required to the Plan if the employer was signatory to a Collective Bargaining Agreement.

Regardless of these rules, payment of your benefits will be suspended only until the earlier to occur of your (1) normal retirement date or (2) later termination of employment.

When your prohibited employment terminates, the Plan benefit ordinarily will be in the same amount as you were receiving before your period of reemployment. If, however, you averaged at least 1,000 Hours of Service in covered employment during your period of reemployment, your benefit will be recomputed based upon your entire period of covered employment. Such benefits, of course, will be reduced to take into account any benefits (other than normal retirement or disability benefits) that had been paid to you earlier.

### **HOW WERE THE BENEFITS OF FORMER PARTICIPANTS DETERMINED?**

The Plan benefits of a participant whose employment terminated before April 1, 2024 were determined in accordance with the Plan as in effect before that date. This Summary Plan Description is principally intended to describe the Plan as it applies to participants whose employment terminates on or after April 1, 2024.

### **WHAT ARE YOUR RIGHTS UNDER ERISA?**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites where at least 50 Plan participants are customarily working and union halls, all documents governing the Plan, including 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.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Receive a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and if so, what your benefits would be at normal retirement age if you terminate employment under the Plan now. If you do not have a right to a pension, 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 a year. The Plan must provide the statement free of charge.

### **Prudent Actions By Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "Fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union, or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a payment or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the 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. 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (866-444-EBSA(3272)). You may also review EBSA's contact information through the Web at <http://askebsa.dol.gov> or <http://www.dol.gov/ebsa>.

## **MAY THE PLAN BE AMENDED OR TERMINATED?**

The Board of Trustees has the authority and reserves the right to amend, modify, or discontinue all or part of this Plan whenever, in their sole discretion and judgment, conditions so warrant. The Union and the Association retain the right to terminate the Plan. No amendment to the Plan will be made which would result in reducing your pension benefits if you are vested or retired (except to the extent permitted by law) and no amendment of the Plan shall cause any part of the Trust Fund to be used or diverted for purposes other than for the benefit of participants or their beneficiaries covered by the Plan. If the Plan is amended or terminated, you will be notified.

The Board of Trustees may amend the Plan, partially or completely, subject to certain limitations. An amendment cannot cause the assets of the Plan to be used for a purpose other than the exclusive benefit of the participants. Also, an amendment cannot conflict with a Collective Bargaining Agreement or with the Plan's purposes. The amendment also has to comply with the Code.

If the Plan is terminated, or if there is a partial termination of the Plan that affects you, you will immediately become 100% vested in the benefits, to the extent funded, you have earned as of the termination date. Trust Fund assets will be used to provide benefits to retirees, beneficiaries and active participants up to the total amount of assets in the Plan.

In the event of Plan termination, your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of: (a) the date the Plan terminates or (b) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the Plan Administrator or Board of Trustees, or contact:

Technical Assistance Division  
Pension Benefit Guaranty Corporation  
1200 K Street N.W., Suite 930  
Washington, DC 20005-4026

You may also call the PBGC at 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **HOW TO APPLY FOR BENEFITS**

### **A. How Do I Obtain and File an Application for Benefits?**

- In order to apply for a pension, you must first obtain an application form and instructions from the Plan Administrator.
- You should complete the entire application form and send this completed form, along with all other materials required in the application form and instructions, to the Plan Administrator. If you have questions about the application, contact the Plan Administrator.

Your application will be considered filed when the Plan Administrator receives the completed application form and all materials requested in the application form and instructions.

### **B. When Will My Application Be Reviewed?**

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

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

***Disability Pensions.*** Unless special circumstances exist, the Board of Trustees will process your application for disability pension benefits within a reasonable period of time, but not more than 45 days after the application is filed. Within that 45-day period, you should receive either a notice of the decision or a notice that:

- Explains the special circumstances beyond the control of the Plan which are causing the delay;

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

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

### **C. What If My Claim Is Denied?**

If the Board of Trustees partially or wholly denies your application for benefits with respect to your eligibility for, or amount of, your benefits, you (or your beneficiaries, dependents or authorized or legal representatives, as may be appropriate) will receive a written notice which will include:

- The specific reason or reasons for the denial;
- Specific references to pertinent provisions of the Plan document on which the denial is based;
- A description of any additional material or information which you must provide to prove your claim, and an explanation of why that material or information is needed; and
- A statement that you may request a review of the denial of your application, an explanation of the Plan's review procedures and the applicable time limits, review pertinent documents, submit issues and comments in writing, and provide you with information about how you may appeal your decision, including a statement of your right to bring a civil action under section 502(a) of ERISA following the denial of your application after all Plan appeal procedures have been exhausted.

For disability claims, you will also be informed of any internal rule, guideline or protocol that was relied upon in denying the claim. You may file a request for appeal, as described below.

### **D. Do I Have The Right To Appeal If My Claim Is Denied?**

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

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

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

#### **E. How Soon Will I Receive A Decision On My Appeal?**

The Board of Trustees will meet at least once each quarter to render a determination on appeals received since the prior meeting, provided any appeal filed within the 30-day period preceding a meeting will be decided at the next following quarterly meeting.

If special circumstances require a delay in the decision, the decision will be rendered no later than the third quarterly meeting following receipt of the appeal, and the Board of Trustees will notify you of the reasons for the delay prior to the extension. The extension notice will:

- Explain the special circumstances (such as the need to hold a hearing) which are causing the delay; and
- Set a date, no later than the third quarterly meeting following receipt of the appeal, by which the Trustees expect to render their final decision.

If you do not receive a notice within the time periods described above, you may assume that your appeal has been denied on review. The Trustees' decision shall be binding upon all parties.

When reviewing an appeal on a disability benefit that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. The medical or vocational experts' advice, obtained on behalf of the Plan in connection with your application for a disability pension, will be identified without regard to whether the advice was

relied upon in making the determination. The health care professional providing the consultation will not be the same individual consulted on the initial determination or a subordinate of such individual. In deciding an appeal of a disability pension, the Trustees will not defer to the initial decision.

All decisions regarding disability benefits will be issued in writing and the Plan will notify you within five days after a decision is made. The notice will include:

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

The Board of Trustees' decision will explain the specific reasons for the denial, specific references to the Trust or Plan provisions upon which the denial is based, a description of any additional material or other information which you must provide to prove your claim, an explanation of why that material or information is needed, a complete description of the Plan's review procedures, a statement of your right to bring a civil action if your claim is denied on appeal, and for disability benefits, you will be informed if any internal rule, guideline or protocol was relied on.

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

## **F. Is The Board Of Trustees' Decision Binding?**

The decision of the Board of Trustees will be final and binding unless determined to be arbitrary or capricious by a court having jurisdiction over such matters. In other words, benefits will only be paid under the Plan if the Board of Trustees decides in its discretion that the applicant is entitled to them.

## **SITUATIONS AFFECTING YOUR PLAN BENEFITS**

### **A. Can My Benefit Be Assigned To Someone Else?**

No. Your pension benefits belong to you and may not be sold, assigned, transferred, pledged, alienated, mortgaged, hypothecated, anticipated or impaired except as otherwise provided under federal law, and they are exempt from execution, attachment, garnishment, pledge or bankruptcy.

If you become divorced or separated, certain court orders can require that part of your benefit be paid to someone else – your spouse or children, for example. This is known as a "qualified domestic relations order" or as a "QDRO." You or your beneficiary can obtain a copy of the Plan's procedures regarding QDROs, free of charge, from the Plan Administrator.

Because some QDROs require more review than others, often with back and forth with the parties' legal counsel, the Trustees agreed it would be appropriate to charge the actual legal and actuarial fees incurred by the Plan in reviewing QDROs. The Trustees believe this is more equitable because the parties that cause the Plan to incur fees are then responsible for paying the fees. The fees will be split equally between the parties to the QDRO unless the QDRO provides for a different allocation. The fees shall be assessed by deducting them from the parties' initial payment(s) at the time they elect to commence payment.

### **B. How Do I designate a Beneficiary of My Benefits?**

You can designate your beneficiaries on a form provided by the Trustees. For your form to be valid, the Plan Administrator must receive your completed and signed designation form during your lifetime. It is important that you keep your designation up to date. If you fail to designate a beneficiary or your designation is invalid, the Plan provides that the following order of individuals will receive the payment: all amounts to be paid to your surviving spouse, or, if none, to your surviving children in equal shares, or, if none, to your next of kin (as determined according to the laws of the State of Illinois as if you died unmarried and without a will), or, if none, to your estate.

NOTE: If you designate your spouse as your beneficiary and then become divorced, any prior designation of your former spouse as beneficiary is void. If you wish to again designate the former spouse as beneficiary, you must complete a new beneficiary designation form after the marriage ends.

### **C. What Happens If A Mistake Is Made In Calculating My Benefit?**

If you, your beneficiary, or any other party entitled to your pension benefits as described herein receives an overpayment or an erroneous payment from the Plan, your pension benefits will be reduced by the amount of any such overpayment or erroneous payment under this Plan to the

extent that such overpayment or erroneous payment has not been repaid to the Plan. This right of offset, however, shall not limit the rights of the Plan to recover such overpayments in any other manner.

#### **D. Do I Accrue Any Benefits For Periods Of Qualified Military Service?**

The Plan will provide all contributions, benefits and service credit that are required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") to participants who complete qualifying military service. Military service or qualified military service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency. You may contact the Plan Administrator if you think you are eligible for USERRA benefits.

The appropriate time period in which to return to employment is based on the length of your qualified military service. Generally, the following time periods apply:

- Less than 31 days, you must apply for re-employment on the next full work day following the end of your military service, allowing 8 hours for travel, or as soon as possible after the end of the 8-hour period (if reporting earlier is not possible through no fault of your own);
- More than 30 days but less than 181 days, you must apply for reemployment within 14 days of the end of your military service, or the next full calendar day (if applying earlier is not possible through no fault of your own); or
- More than 180 days, you must apply for re-employment within 90 days after the end of your military service.

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

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

Effective for deaths on and after January 1, 2007, for purposes of determining the vested portion of your accrued benefit under the Plan, or any other additional benefit within the meaning of section 401(a)(37) of the Code (other than pension credit) provided under the Plan, if you die while performing qualified military service as defined in Code section 414(u), you will be deemed to have resumed employment covered by the Plan on the day immediately preceding your death and to have terminated employment on account of your death.

#### **WHAT ELSE SHOULD I KNOW?**

The Plan is a defined benefit pension plan established pursuant to the collective bargaining agreement. From time to time, there may be other Collective Bargaining Agreements between the Union and various Employers. These agreements may cover, among other things, wages, hours of

work, conditions of employment, and the obligation of your employer to make contributions under the Plan on your behalf.

The Trustees have entered into an international reciprocity agreement that applies to the Plan and pension funds maintained by other IBEW Local Unions. If you work outside the jurisdiction of Local No. 150, you may be able to arrange to have the pension contributions made under the pension fund maintained by the Local in which you are working transferred back to the Trustees under this Plan.

## **GENERAL PLAN INFORMATION**

### **A. Important Facts**

***Association:***

Lake County Division, Northeastern Illinois Chapter, National Electrical Contractors Association

***Union:***

International Brotherhood of Electrical Workers Local No. 150.

***Plan Name:***

International Brotherhood of Electrical Workers Local No. 150 Pension Fund.

***Plan Sponsor:***

The Board of Trustees appointed by the Association and the Union. The Board of Trustees is responsible for the operation of the Plan. It is a joint labor-management Board of Trustees, divided equally between Trustees appointed by the Union and Trustees appointed by the Association.

***Plan Administrator:***

The Board of Trustees is the legal Plan Administrator and has hired TIC International as a contract administrative manager to provide administrative services on behalf of the Plan, and both the Board of Trustees and TIC can be contacted at the following address and telephone:

Board of Trustees of the International Brotherhood of Electrical Workers  
Local No. 150 Pension Fund  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917-9275  
517-321-7502  
517-321-7508 (facsimile)  
877-478-4542 (toll-free)

The Chairman of the Board of Trustees can be contacted as a representative of the Plan Administrator at the phone and address listed as follows.

***Names and Addresses of the Members of the Board of Trustees:***

***Employer Trustees***

Anthony V. Arnone  
Kelso-Burnett Co.  
1378 Saint Paul Avenue  
Gurnee, IL 60031

Jeffrey A. Harger  
HLP Systems, Inc.  
426 North Avenue  
Libertyville, IL 60048

Lizabeth Karson  
Electrical Contractors, Inc.  
1252 Allanson Road  
Mundelein, IL 60060

***Union Trustees***

Christopher Schulz  
IBEW Local Union 150  
31290 North U.S. Hwy 45, Unit B  
Libertyville, IL 60048

Steve Smart  
IBEW Local Union 150  
31290 North U.S. Hwy 45, Unit B  
Libertyville, IL 60048

Jeffrey Schwingbeck  
IBEW Local Union 150  
31290 North U.S. Hwy 45, Unit B  
Libertyville, IL 60048

***Employer Identification Number:***

36-6140629

***Plan Number:***

001

***Type of Plan:***

The Plan is a defined benefit plan, maintained for the purposes of providing retirement benefits to eligible participants and benefits are determined according to a specific formula stated in the Plan document.

***Funding Medium:***

The Plan is funded by contributions made pursuant to the Collective Bargaining Agreements between the Association and the Union, which specify the amount each employer is required to fund for your retirement.

Upon written request, the Plan will provide you with information as to whether a particular Employer is contributing to the Plan on behalf of employees working under the Collective Bargaining Agreements.

***Agent for Service of Legal Process:***

TIC International Corporation is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon TIC at TIC International Corporation's offices.

***Eligibility and Benefits:***

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, denial or loss of any benefits are described in this booklet.

***Assets and Reserves:***

All assets of the Plan are held in trust by the Trustees for the purpose of providing benefits to eligible participants and paying reasonable administrative expenses of the Plan.

***Top-Heavy:***

In the unlikely event that the Plan is ever top-heavy, the top-heavy minimum benefit and vesting schedule required under Code section 416 shall apply.

## **Safeguarding Plan Information and Assets**

The Plan Administrator and other service providers, where applicable and appropriate, have put in place various privacy, security, and anti-fraud measures to safeguard your confidential information and the Plan's assets. However, you are also responsible for taking reasonable measures to keep your information secure.

Your personal information (which includes your name, date of birth, Social Security number, and bank account or other financial information), account login information (user IDs, passwords, PINs, security questions, etc.), and contact information (mailing address, phone number, and e-mail address) are valuable to criminals who would want to impersonate you or steal from you. The following are some of the steps you could take to help protect your identity and financial security:

1. Register, set up, and check your online accounts frequently. Activate any enhanced security features such as multi-factor authentication and automatic account lock, if available.
2. Use strong and unique passwords. Do not share, repeat, or reuse passwords. Change passwords frequently or after a security breach.
3. Keep your personal and beneficiary contact information (name, mailing address, phone number, and e-mail address) current with the Plan Administrator's office. Notify the Plan Administrator's office as soon as possible after you change jobs or retire.
4. Immediately report any suspicious retirement transactions or other unusual activity to the Plan Administrator.
5. Safeguard your personal information and beware of fraudsters and scammers. If you discover or suspect your personal information (such as your Social Security number) has been exposed or if you have been the victim of financial fraud, identity theft, or a security breach that could affect your retirement benefits, please notify the Plan Administrator immediately.
6. Consider shredding or otherwise securely disposing of all documents containing sensitive information.
7. Practice safe computing habits. These include: accessing your accounts through secure, private network connections only, sending sensitive data using secure means, turning on your firewall, and keeping your antivirus and other software up to date.
8. Carefully review and follow security requirements and recommendations in notices and alerts you receive from the Plan or other service providers.