

**IBEW LOCAL NO. 22/ NECA  
DEFINED CONTRIBUTION PLAN B**

**SUMMARY PLAN DESCRIPTION**

AMENDED AND RESTATED

JANUARY 1, 2011

**SUMMARY PLAN DESCRIPTION**  
**Effective January 1, 2011**

**IBEW LOCAL 22/NECA DEFINED CONTRIBUTION**  
**PLAN B**

**SPONSORED BY**  
**THE OMAHA DIVISION OF THE NEBRASKA CHAPTER OF N.E.C.A.**  
**AND IBEW LOCAL 22**

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## **A MESSAGE TO ALL PARTICIPANTS FROM THE BOARD OF TRUSTEES**

We are pleased to present you with this new booklet explaining the updated version of the IBEW Local No. 22/ NECA Defined Contribution Plan B (“the Plan”). All changes made to the Plan since the last booklet was printed have been included in this addition. This booklet only explains the provisions of Plan B. For information regarding Pension Plan A, contact the Fund Office.

We urge you to read this booklet very carefully so that you will understand your rights to your benefits. We have tried to explain all sections of the Plan as clearly as possible. Your retirement benefits are important for your financial planning. We also urge you to show the booklet to your family. It is important that they be aware of your retirement benefits and the survivor protection offered. After you have read this booklet, please keep it in a safe place for future reference.

If you have any questions after reading this booklet, you can call or write the Fund Office for answers to any questions you may have about the Plan and how any rule affects you and your beneficiaries.

It is important to remember when reading and interpreting this booklet that, if the facts and circumstances of a particular situation occurred prior to January 1, 2011, the provisions of the Plan in effect at the relevant date may be applied. Those provisions may be different from the Plan presently in effect and summarized in this booklet.

**YOU SHOULD BE SURE TO KEEP THE FUND OFFICE INFORMED OF ANY CHANGE IN YOUR MAILING ADDRESS SO THAT YOU WILL BE SURE TO RECEIVE ALL COMMUNICATIONS.**

When writing the Fund Office, always include your correct Social Security number. We will continue to keep you advised of any changes in the Plan, and we will continue our efforts to provide a greater measure of security for employees who work in the electrical industry.

Please keep in mind that, for your protection, only the Board of Trustees is authorized to interpret the Plan. Information you receive from the Union or individual employers or their representatives should be regarded as unofficial. Only communications sent to you in writing and signed on behalf of the Board of Trustees is considered official Plan information.

We hope that you will find this booklet helpful and that you and your family will enjoy the benefits of the Plan for many years to come.

Sincerely yours,

**BOARD OF TRUSTEES**

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## **CHECKLIST OF THINGS FOR YOU TO DO**

### **Save this booklet**

Keep this booklet and put it in a safe place. If you lose your copy, you may request another copy from the Fund Office. Tell your family, particularly your Spouse, about this booklet and its location.

### **Let the Fund Office know where you are and if you experience any important life events, such as marriage or divorce.**

Keep the Fund Office informed of any change in your mailing address, telephone number, or marital status, to make sure you and anyone related to your benefit will receive all communications relevant to them. Always include your correct Social Security number, mailing address, and telephone number with all correspondence.

### **If you are thinking about retirement or terminating employment in the electrical industry:**

Get the information you need from the Fund Office and file your application in plenty of time. We suggest that you apply three (3) months before you would like your benefits to begin. You will need copies of certain documents, such as birth certificates, marriage certificates, divorce decrees, qualified domestic relations orders, or death certificates. If you have any questions, the Fund Office can tell you what materials you will need in order to submit a completed application.

### **Check your options.**

There may be waiting periods and deadlines in connection with various types of benefit options provided by the Plan. You should check your options from time to time, especially whenever there is a change in your family status, such as a marriage or divorce. If in doubt, check with the Fund Office.

### **Keep your records.**

Accuracy and completeness of records of your work in Covered Employment can be important in determining your eligibility and the amount of your benefit. You can protect yourself against possible future difficulty by checking the benefit statements you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment you may receive until you are sure you have been credited with that work.

**Designate a Beneficiary.**

For the protection of the person or persons you want the Plan death benefits to go to, be sure that you have made your designation of Beneficiary known to the Fund Office. If your Beneficiary should die before you, or if for any other reason you want to change your choice, you should promptly request and submit a proper form from the Fund Office.

**Any Questions? Ask the Fund Office.**

You should contact the Fund Office about any questions you have on the Plan or about any disagreement you may have concerning your records. Remember, only information in writing and signed on behalf of the Trustees can be considered official.

## **SOME TERMS USED IN THIS BOOKLET**

*When the following terms appear in this booklet, they will have the following meanings:*

1. Accrued Benefit or Vested Accrued Benefit. The term “Accrued Benefit” means the balance in an Individual Account.
2. Actuarial Equivalent. The term “Actuarial Equivalent” means two benefits of equal actuarial present value. The determination of an actuarial equivalent is based on actuarial assumptions stated in the Plan Document.
3. Alternate Payee. The term “Alternate Payee” means the designated person entitled to receive all or a portion of a Participant’s Individual Account pursuant to a Qualified Domestic Relations Order.
4. Association. The term “Association” means the Omaha Division, Nebraska Chapter of NECA and any successors and/or assigns.
5. Beneficiary. The term “Beneficiary” means a person, other than an Employee, who is receiving or will receive benefits from the Fund because of designation for the benefits by a Participant or because of the provisions of the Plan.
6. Code. The term “Code” means the Internal Revenue Code of 1986, any amendments thereto, and any regulations promulgated pursuant to its authority.
7. Collective Bargaining Agreement. The term “Collective Bargaining Agreement” means any written agreement requiring an Employer to submit contributions to the Fund in a manner and amount acceptable to the Trustees for work performed by one or more Employees, and such written agreement is in force and effect between either:
  1. The Union and the Association;
  2. The Union and one or more Employers doing the type of work performed by members of the Association;
  3. The International Brotherhood of Electrical Workers and one or more Employers doing the type of work performed by members of the Association; or
  4. The International Brotherhood of Electrical Workers and an Employer’s Association.

It shall also mean participation agreements between the Fund and any Employer or Employer’s Association which requires Contributions to the Fund in an amount and manner acceptable to the Trustees.
8. Compensation. Generally, the term “Compensation” means all of each Participant’s W-2 earnings, but excluding taxable fringe benefits (such as car allowances and moving

expenses). A more formal and technical definition of “Compensation” is found in the Plan Document.

9. Contributions. The term “Contributions” means the money an Employer is obligated to pay to the Fund pursuant to the terms of the Trust Agreement and the terms of the Collective Bargaining Agreement or any other written agreement between an Employer and the Trustees.
10. Covered Employment. The term “Covered Employment” means employment of an Employee by an Employer in a category covered by a Collective Bargaining Agreement or any other written agreement between an Employer and the Trustees.
11. Direct Rollover. The term “Direct Rollover” means a payment by the Plan to an Eligible Retirement Plan specified by the Employee.
12. Employee. The term “Employee” means a person who is engaged in employment for which an Employer is obligated by a Collective Bargaining Agreement, assent letter, or other agreement requiring payments of Contributions, to make Contributions to the Fund.
13. Employer or Contributing Employer. The term “Employer” or “Contributing Employer” means any party bound by a Collective Bargaining Agreement or any other agreement with the Trustees to provide Contributions to the Fund.
14. ERISA. The term “ERISA” means the Employee Retirement Income Security Act of 1974, any amendments thereto, and any regulations promulgated pursuant to its authority.
15. Fund or Trust Fund. The term “Fund” or “Trust Fund” means the International Brotherhood of Electrical Workers, Local No. 22/NECA Defined Contribution Plan B Fund, established under the Trust Agreement.
16. Individual Account. The term “Individual Account” means the account established for each Participant by the Plan Administrator, as described in the Plan Document.
17. Normal Retirement Age. The term “Normal Retirement Age” means age sixty-five (65) for purposes of this Plan.
18. Participant. The term “Participant” means an Employee, an Alternate Payee, or the Beneficiary of a former Employee or Alternate Payee, for whom an Individual Account is being maintained or who has acquired a right to a benefit under this Plan.
19. Plan. The term “Plan” means IBEW Local No. 22/NECA Defined Contribution Plan B and any modification, amendment, extension, or renewal thereof. The Plan shall be a defined contribution money purchase pension plan, as described more fully herein.

20. Plan Administrator. The term “Plan Administrator” means the Board of Trustees or any other person or entity to which the Trustees have delegated power to administer or make determinations under the Plan.
21. Plan Year. The term “Plan Year” means the twelve (12) month period from January 1 through December 31 of any calendar year.
22. Qualified Domestic Relations Order. The term “Qualified Domestic Relations Order” means a domestic relations order that has been determined, pursuant to reasonable procedures established by the Trustees, to be a qualified domestic relations order as defined in Section 206(d) of ERISA and § 414(p) of the Code.
23. Rollover Contribution. The term “Rollover Contribution” means any amount contributed to a Participant’s Individual Account in accordance with the Plan’s Rollover rules.
24. Spouse. The term “Spouse” means a person to whom a Participant is legally married under applicable law and, to the extent provided in a Qualified Domestic Relations Order, a Participant’s former spouse.
25. Trust Agreement. The term “Trust Agreement” means the Restated Agreement and Declaration of Trust of the International Brotherhood of Electrical Workers Local Union No. 22 Pension Fund and any modification, amendment, extension or renewal thereof.
26. Trustees. The term “Trustees” means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.
27. Union. The term “Union” means IBEW Local No. 22.
28. Valuation Date. The term “Valuation Date” means any business day the New York Stock Exchange is open for trading or any other date chosen by the Trustees.

## **PARTICIPATION**

### **When Will I Become a Participant?**

You will become a Participant in the Plan on the date in which a Contribution is first received by the Fund on your behalf, as an Employee, from an Employer. An Alternate Payee or Beneficiary will become a Participant, in regards to the benefits specifically designated to him, to the extent required by the terms of the Plan and the operation of any applicable law.

### **Will I Ever Lose My Status as a Participant?**

Once you have become a Participant in the Plan, you will continue to be a Participant, regardless of whether you are employed or unemployed, until the amount in your Individual Account is deemed distributed to you.

As a Participant, you are always 100% vested in the amount in your Individual Account, meaning that you will always have a non-forfeitable right to the balance in your Individual Account. The amount in your Individual Account is determined by the Plan Administrator pursuant to the terms of this Plan.

### **How Can I Become Reinstated as a Participant in the Plan?**

Your participation in the Plan is deemed terminated once the amount in your Individual Account has been distributed to you. Once your participation is terminated, you will only become a Participant again if Contributions are received by the Fund on your behalf as an Employee from an Employer. Please contact the Fund Office for further information.

## **INDIVIDUAL ACCOUNTS**

### **Creation of Individual Accounts**

When you become a Participant in the Plan, an Individual Account will be set up on your behalf. All Contributions and Rollover Contributions made on your behalf by an Employer will be deposited in your Individual Account. Your Individual Account will also contain any investment gains or losses attributable to those amounts from the day they are put into your Individual Account. Your Individual Account will be charged with administrative expenses, in accordance with the reasonable procedures established by the Trustees. For a copy of the administrative expense procedures, contact the Fund Office.

### **Investment of Assets in Your Individual Accounts**

You are responsible for directing how the money in your Individual Account will be invested. The Plan Trustees have engaged the services of The Vanguard Group (a mutual fund company) to provide you with a broad range of investment options to choose from. You may direct that the money in your account be placed in one or more of the existing investment options. You may

change how your money is invested among the available investment options in accordance with the reasonable rules set up by the Trustees and The Vanguard Group.

The Fund Office automatically provides new Participants with a packet of materials describing each of the investment options you can invest in and the procedures for selecting and changing your investment options. If you have lost these materials, you may request another information packet by calling or writing the Fund Office.

If you have any questions concerning the investments in your Individual Account, you can call (800) 523-1188 to speak with a Vanguard Participant Services Associate any business day from 8:30 a.m. to 9:00 p.m. (Eastern Standard Time). An associate can help you conduct transactions, answer questions about your account, and perform a number of other services. You can also change your investment selections by calling the 800 number or going to the Vanguard website, [www.Vanguard.com](http://www.Vanguard.com). The Plan number is 092446.

This Plan is intended to constitute a plan described in Section 404(c) of ERISA and in Title 29 of the Code of Federal Regulations Section 2550.404(c)-1. These provisions of ERISA and the federal regulations relieve the Trustees of this Plan from any liability for any loss which results from your direction of the investment of the assets in your Individual Account.

In general, how your Individual Account is invested is both your privilege and responsibility under the Plan. Because this is an individual account plan, the Plan is not insured. The Trustees of this Plan have no liability for any loss resulting from your direction of the investment of assets in your Individual Account. Because you are responsible for choosing how your funds are invested, you are also responsible for any gain or loss. The Board of Trustees strongly urges you to take advantage of the educational opportunities on the various investment options available to you.

If you do not complete the appropriate forms directing the investment of the money in your account, the assets in your Individual Account will be invested through Vanguard in a manner which has been determined by the Trustees to be suitable for all Individual Accounts in which a Participant does not provide investment directions.

### **Determining the Amount in Your Individual Account**

On each Valuation Date, your Individual Account is valued in accordance with the following formula:

1. The amount in your Individual Account on the last Valuation Date; *plus*
2. The amount of Employer Contributions (including Rollover Contributions) received on your behalf since the last Valuation Date; *plus*
3. The net investment earnings *or* losses applicable to your Individual Account; *minus*
4. Operating expenses of the Plan assessed to your Individual Account since the

previous Valuation Date and any benefit payments made from your Individual Account since the previous Valuation Date.

You will receive a statement showing the balance in your Individual Account at the end of each calendar quarter. You have also been provided with a pamphlet from the Fund Office describing how you can obtain information on your current account balance by calling a toll-free number 24 hours a day. If you have lost this pamphlet, please contact the Fund Office for a replacement.

Operating expenses for the Plan will be collected in two ways. First, each month a sum will be deducted from Contributions submitted on your behalf. Second, an additional sum will be deducted from your Individual Account each calendar quarter. These deductions will be made in accordance with reasonable procedures established by the Trustees.

Certain expenses are charged to your account only. For example, if you get a divorce, your benefits may be divided in a Qualified Domestic Relations Order (QDRO). Your QDRO must be reviewed by Fund Counsel. This expense and others like it, such as charges related to locating you if you do not keep an updated address with the Fund Office, or charges for special services that are specific to your Individual Account, will be charged to your Individual Account, as necessary.

### **Vesting**

A Participant is always 100% vested in the amount in his Individual Account. In other words, you will always have a non-forfeitable right to the balance in your Individual Account.

## **ELIGIBILITY FOR BENEFITS**

### **When am I Eligible to Receive Benefits Under the Plan?**

When you retire, become disabled, or cease working in Covered Employment, you will be entitled to receive the Accrued Benefit in your Individual Account if you meet one of the requirements listed below:

#### **Retirement:**

In order to retire, you must sign a declaration that you are no longer employed in the electrical trade and will not apply for work in the electrical trade. Additionally, you must be at least:

- (a) Normal Retirement Age, defined by this Plan as age sixty-five (65); or
- (b) Early Retirement Age, defined by this Plan as age fifty-five through sixty-four (55-64).

#### **Separation from Service:**

If you stop working in the electrical industry, you may be eligible for a distribution of your benefits. This is called a separation from service. In order to have a separation from service, no Employer can make Contributions to the Fund on your behalf for at least nine (9) consecutive months prior to the date you submit your application for benefits.

In the case of an Alternate Payee, a separation from service means that the Alternate Payee has not worked in the electrical trade during the nine (9) consecutive months prior to the later of the date the Alternate Payee's Individual Account is established or the date he makes an application for benefits under the terms of this Plan.

#### **Disability:**

You may be eligible to apply for and receive benefits under the Plan if the Trustees determine that you are totally and permanently disabled. A total and permanent disability is a physical or mental condition which the Trustees find on the basis of medical evidence totally and permanently prevents you from engaging in any regular occupation or employment and which will be permanent and continuous during the remainder of your life.

However, to the extent allowed under the law, you shall *not* be deemed totally and permanently disabled for the purposes of the Plan:

1. If your incapacity was contracted, suffered or incurred while you were engaged in a felonious enterprise or resulted therefrom; or
2. If your incapacity resulted from an intentionally self-inflicted injury; or
3. If your incapacity resulted from alcoholism or illegal drug use.

Except as provided above, a determination by the Social Security Administration that you are approved for a Social Security disability benefit under Title II of the Social Security Act shall establish a presumption that the Employee is disabled for purposes of this Plan.

### **No Loans, In-Service Distributions, or Hardship Distributions.**

This plan does not allow any participant loans, in-service distributions or hardship distributions.

### **Forfeiture When Whereabouts are Unknown:**

If after a diligent search, the Trustees are unable to locate you within a reasonable period of time following the date that you are eligible for a benefit, your Accrued Benefit will be forfeited and applied to the Plan's crediting account. If you later contact the Fund office to make a claim for your benefits, your Individual Account shall be reinstated at a value equal to its value at the time of forfeiture. No investment gains or losses will be charged to your account after the forfeiture date.

## **FORMS OF BENEFIT PAYMENT**

In accordance with Federal law, the Plan will automatically pay your benefits as either a 50% Joint & Survivor Annuity or a Single Life Annuity, depending upon your marital status when you receive your benefits. However, if you prefer, you may reject this form of payment and elect to receive your benefit in the form of a 75% Joint & Survivor Annuity (if married) or a single, lump-sum payment. Special rules may apply if you are divorced and part of your benefits are to be paid to your ex-Spouse or child. See the section of this booklet entitled "Qualified Domestic Relations Order."

### **Joint & Survivor Annuity - Normal Form of Benefit for Married Participants**

If you are married on the date your Individual Account becomes payable, the normal form of payment will be a 50% Joint and Survivor Annuity. This means that the value of your Accrued Benefit will be used to pay a fixed monthly benefit to you for your life and, upon your death, 50% of that monthly benefit will be paid to your surviving Spouse until your Spouse's death.

If you and your Spouse do not want this form of payment, you may reject it and elect to receive payment in the form of a 75% Joint and Survivor Annuity. This means that the value of your Accrued Benefit will be used to pay a fixed monthly benefit to you for your life, and upon your death, 75% of that monthly benefit will be paid to your surviving Spouse until your Spouse's death.

If you and your Spouse do not want either Annuity payment listed above, you may reject it and elect to receive payment in the form of a single, lump-sum payment. The rejection must be in writing, must be signed by you and your Spouse, and must be witnessed by a notary public or designated Plan representative. For more information on how to reject the annuity form of benefit, please contact the Fund Office.

Please note that once a 50% or 75% Joint and Survivor Annuity becomes payable, it cannot be revoked.

### **Single Life Annuity - Normal Form of Benefit for Unmarried Participants**

If you are not married on the date your Individual Account becomes payable, the normal form of payment will be a life annuity. This means that the value of your Accrued Benefit will be used to pay a fixed monthly benefit to you for your life. Upon your death, no further benefit will be payable.

If you do not want this form of payment, you may reject it and elect to receive payment in the form of a single, lump-sum payment. Your rejection must be in writing, must be signed by you, and must be witnessed by a notary public or designated Plan representative. For more information on how to reject the annuity form of benefit, please contact the Fund Office.

### **Single Lump-Sum Payment Option**

You and your Spouse (if you are married) or you (if you are single) may reject the Normal Form of Benefit and may elect the option of receiving your Accrued Benefit in the form of a single, lump-sum payment. This payment will be the Actuarial Equivalent of the Normal Form of Benefit. This means that the two benefits will have the same value, with no reduction in amount because of the form of benefit chosen. The lump-sum payment may be received directly by you, or it may be “rolled over” into an IRA. For more information on how to elect a lump sum benefit or how to roll over a benefit payment, please contact the Fund Office.

## **DEATH BEFORE RETIREMENT**

### **Form of Death Benefit**

If you should die before beginning payment of your Accrued Benefit, your Accrued Benefit will be paid as follows:

- **Married Participants.** If you are married on the date of your death, your surviving Spouse will receive a life annuity. This means that the value of your Accrued Benefit will be used to pay a fixed monthly benefit to your Spouse for her lifetime, with all payments ending on your Spouse’s death. If your surviving Spouse does not want this form of payment, she may reject it and elect to receive payment in the form of a lump sum. For more information on how to reject the life annuity form of benefit, please contact the Fund Office.

You may elect to waive the surviving Spouse benefit and name a person other than your Spouse as your Beneficiary. Your rejection of the surviving Spouse annuity must be in writing, must be signed by you and your Spouse, and must be witnessed by a notary public or designated Plan representative. Your Spouse must also consent to the person you name as your Beneficiary. You cannot change your Beneficiary without the consent

of your Spouse at any time. Your designated Beneficiary will receive your Accrued Benefit in the form of a lump-sum payment.

- **Unmarried Participants.** If you are not married on the date of your death, your Accrued Benefit will be paid to your designated Beneficiary in the form of a lump-sum payment.

### **Beneficiary Designation.**

You may designate a Beneficiary by filling out the Beneficiary designation form, which can be obtained from the Fund Office. You may change your Beneficiary at any time you desire prior to your death by providing written notice to the Fund Office. However, as discussed above, if you are married, your Spouse must consent to your change of Beneficiary. Your Beneficiary will be the person or persons you designate in your last written notice to the Fund Office.

### **No Beneficiary Designation on Death or No Designated Beneficiary Living.**

If you die without naming a Beneficiary, or if your Beneficiary is not living at the time your death benefit becomes payable, then payment shall be made to the following parties in the following order of priority:

1. To your surviving lawful Spouse; or, if none,
2. To your surviving child or children in equal shares; or, if none,
3. To your surviving parent or parents in equal shares; or, if none,
4. To your surviving sibling or siblings in equal shares; or, if none,
5. To your executor or administrator; or, if none,
6. In any manner chosen by the Trustees, subject to all applicable law. Under no circumstances will any money escheat to the states of Nebraska, Iowa, or any other state.

### **Survivor Designation of Beneficiary.**

As soon as is reasonably possible following your death, the Fund Office will provide your surviving Spouse or other Beneficiary with a designation of Beneficiary form. If your surviving Spouse or other Beneficiary dies after he is entitled to receive your benefit, but before receiving payment of your Accrued Benefit, the person designated by your Spouse or other Beneficiary will receive your Accrued Benefit. If your surviving Spouse or other Beneficiary does not designate a Beneficiary and dies before receiving payment, your Accumulated Share will be paid in the same order of priority listed immediately above.

### **Distribution to Minor Children or to Physically or Mentally Incompetent Persons.**

If benefits are to be paid to a minor child or to a physically/mentally incompetent person, the Trustees may, in their sole discretion, pay the benefits due to the person having present custody or care of the minor/incompetent person and with whom the minor/incompetent person resides, or to any other court-appointed guardian or representative, as required or allowed by law.

Any recipient must agree, in writing, to apply the benefits solely for the minor/incompetent person's support. The Trustees may also make any payments by depositing them in a federally insured savings account in the name of the minor/incompetent person and giving him proper notice. Payment made to another person on behalf of a minor/incompetent person will fully discharge the Trustees and the Plan from any liability to the minor/incompetent person and anyone representing his interest.

## **APPLYING FOR BENEFITS AND APPEAL PROCEDURE**

### **When May I Apply for Benefits?**

The Fund Office recommends that you apply for a retirement benefit three (3) months prior to the date in which you would first become eligible for the benefit you are requesting. You may obtain an application form by calling, writing, or stopping by the Fund Office. The Fund Office will send you the application form within seven (7) days of the date of the receipt of your request. **IN ORDER TO APPLY FOR BENEFITS, YOU MUST FILL OUT A FORM PROVIDED BY THE FUND OFFICE AND RETURN IT TO THE FUND OFFICE. ANY ORAL INQUIRY, TELEPHONE CALL, OR OTHER VERBAL REQUEST SHALL NOT BE CONSIDERED A CLAIM FOR BENEFITS UNDER THE PLAN.**

In addition to your application form, you will also be required to submit the following documents which pertain to you:

- ✓ your birth certificate,
- ✓ your Spouse's birth certificate,
- ✓ your marriage certificate,
- ✓ your divorce decree (if divorced),
- ✓ your Qualified Domestic Relations Order and property settlement (if divorced), and
- ✓ your Spouse's death certificate( if your Spouse is deceased).

If you do not provide the necessary documents or if the Trustees or the Fund Office needs any other documents from you, you will be notified in writing and given a reasonable amount of time (at least forty-five 45 days) to provide the information. If you do not provide the documents in a timely manner, your application for benefits may be denied.

### **Can I Have Someone Help Me Apply for Benefits?**

You may designate a person as your "authorized representative" to help you file a claim for benefits or appeal a denied claim. In order to designate an authorized representative, you must provide a written request to the Fund Office, stating your name, social security number, and current address and telephone number. You must also provide the name and current address and telephone number of the person you want to be your authorized representative. **YOUR AUTHORIZED REPRESENTATIVE WILL THEN RECEIVE ALL COMMUNICATIONS**

AND MAY TAKE ANY ACTION REGARDING YOUR CLAIM FOR BENEFITS. This means that your authorized representative will receive any document or communication that you would otherwise receive. Also, your authorized representative can make any decision regarding your claim for benefits that you could otherwise make.

YOU MAY REVOKE YOUR DESIGNATION OF AN AUTHORIZED REPRESENTATIVE AT ANY TIME BY PROVIDING WRITTEN NOTICE TO THE TRUSTEES. The notice must contain your name, social security number, correct address and telephone number. You should also include the name and correct address and telephone number of your authorized representative.

### **What Happens If I Submit Incorrect Information to the Trustees?**

The Trustees shall be entitled to rely on written representations, consents and revocations submitted by Participants, Spouses, or other parties in making their determinations. The Trustees shall have the right to recover, through legal proceedings, any benefit payments made in reliance on any false statement, information or proof submitted by a claimant (including withholding of material fact) plus interest and costs, without limitation.

### **When Will My Benefit Payments Begin?**

Your benefit will be payable beginning with the month following the month in which you have fulfilled all the conditions for entitlement to benefits, including the filing of a completed application, unless you elect otherwise. All applications are subject to the claims and appeals procedures of the Plan. The claims and appeals procedures are described below. For more information regarding these procedures, please contact the Fund Office.

Whether or not you apply for your Plan benefit, payment of your benefit must begin by April 1 of the calendar year following the calendar year in which you reach age 70 ½ (your Required Beginning Date)

### **When Will My Benefit Payments End?**

If you receive your benefit in the form of a life annuity, your fixed monthly benefit will be last payable for the month in which your death occurs. If you receive your benefit payment in the form of a 50% Joint and Survivor Annuity, your fixed monthly benefit will be last payable for the month in which your death occurs, and then 50% of the monthly benefit will be paid to your surviving Spouse until the month of your Spouse's death. If you receive your benefit payment in the form of a 75% Joint and Survivor Annuity, your fixed monthly benefit will be last payable for the month in which your death occurs, and then 75% of the monthly benefit will be paid to your surviving Spouse until the month of your Spouse's death. If you receive your benefit payment in the form of a single, lump-sum payment, that single payment shall be the only benefit payment you will receive.

### **What If I Do Not Want to Apply for My Pension Plan Benefit Now?**

You are not required to apply for your pension benefits until your Required Beginning Date (April 1 of the calendar year following the year in which you reach age 70 ½.)

### **What if the Plan Cannot Find Me When I Reach My Required Beginning Date?**

If the Plan cannot locate you, it must make diligent efforts to find you. The Plan can charge your Individual Account for the cost of looking for you. If the Plan cannot find you and no one has made a claim for benefits, your benefit will be forfeited to the Fund. If you later return and make a claim for your benefits, the Plan will restore your Individual Account. The amount that will be restored is the value of your Individual Account on the day it was deemed forfeited by the Plan. No interest, earnings, or losses will be attributable to your account after the day it is deemed forfeited to the Plan.

### **When Will I Know Whether My Application for Benefits Has Been Denied?**

Within ninety (90) days (forty-five (45) days for disability claims) after receiving the completed application forms for benefits together with all supplemental documents and information necessary for proper determination, you will be notified in writing if your application has been denied in whole or in part. However, if you did not provide enough information for the Fund Office to process your claim, the time count will be tolled (stopped) and you will receive written notification of the information needed. You will then have forty-five (45) days to provide the requested information. The time count will begin again the earlier of the date the Fund Office receives the requested information or the date that is forty-five (45) days after the Fund Office sent you the letter requesting further information. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to you prior to the termination of the initial ninety (90) day (forty-five (45) days for disability claims) period. In no event will this extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period, for regular claims. For disability claims, there may be no more than two (2) extensions of thirty (30) days each.

You will receive notification on the decision on your claim before the time limits stated above run out. If you do not receive a notification, you may assume that your application has been denied. You may then file an appeal, using the Claim Review Procedures described below.

In the event of approval, the notice to the applicant will include the amount and duration of the benefits granted and all restrictions, conditions and limitations on the receipt of benefits, if any.

If your claim is denied in full or in part, the Trustees will provide you with a written notice containing the following:

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions upon which the denial is based;
3. A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is

necessary; and

4. A description of the Plan's appeal procedures and the time period to appeal your claim, as well as a statement that you may bring an action under Section 502(a) of ERISA following an adverse benefit determination on review of your claim.

The written notice for Disability claims will also include a copy of any internal rule, guideline, protocol, or similar criteria if such information was relied on in making the determination. If the denial of a Disability claim is based on medical necessity or experimental treatment, the written notice will also include either an explanation of the scientific or clinical judgment as it applies to the Plan and your claim, or a statement that such explanation will be provided free of charge upon request.

If your claim is denied, you have the right to have the initial decision reviewed. You must follow the appeals procedures below before you file a lawsuit under ERISA.

### **What if I Disagree with the Benefit Determination?**

All questions or controversies whatsoever arising in any manner or between any parties or persons in connection with this Plan or its operation, shall be submitted to the Trustees for decision. This includes but is not limited to, any questions or concerns regarding any claim for benefits, the construction of language of this Plan or any rules and regulations adopted by the Trustees, or any writing, decision, instrument or account in connection with the operation of the Plan.

In the event a claim for benefits has been denied, in whole or in part, no lawsuit or other action against the Plan or its Trustees may be filed until the matter has been submitted for review under the ERISA mandated review procedure set forth in summary below and in greater detail in the Plan document and the review procedure has been exhausted. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit thereunder, only subject to judicial review as may be required by applicable law.

### **Claim Review Procedure**

If your claim is denied in full or in part, you or your duly authorized representative may request a review of the denial of the claim to the Trustees, who have authority to make the final decision on review. The Trustees will conduct a full and fair review. The request for review must be made by written application, within sixty (60) days after you or your authorized representative receives written notification of denial of a regular pension claim. For disability claims, you must appeal within one hundred eighty (180) days after you or your authorized representative receives written notification of denial of the claim.

**NO REQUEST FOR REVIEW SHALL BE CONSIDERED BY THE TRUSTEES SUBSEQUENT TO THE SIXTY (60) OR ONE HUNDRED EIGHTY (180) DAY PERIOD. IF YOU DO NOT FILE A REQUEST FOR REVIEW IN A TIMELY MANNER, YOU WILL LOSE THE RIGHT TO FURTHER CHALLENGE YOUR CLAIM DENIAL.**

When appealing a claim, you may authorize a representative to act on your behalf so long as you provide notification to the Fund Office authorizing this representative. You or your duly

authorized representative may request an appeal by sending your request in writing to the Plan Administrator. Your written appeal should explain the reasons you disagree with the decision on your claim and you may provide any supporting documents or additional comments related to your claim.

When filing an appeal, you may submit additional materials, including comments, statements or documents. You may also request to review all relevant information free of charge. In deciding an appeal for Disability benefits that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

As part of your written request for review, you may request a hearing before the Board of Trustees. If you do not request a hearing, this will be considered a waiver of your right to do so and the Trustees will proceed to consider your appeal based on the written information submitted. For more information on the hearing process, please contact the Fund Office.

The Board of Trustees will make a benefit determination on your appeal at the next regularly scheduled quarterly meeting after it has received your request for review unless the request for review is filed within thirty (30) days of that meeting. In such case, the Trustee's review and determination will be made at the second meeting following receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time, the Trustees review and determination will be made no later than the meeting following the meeting where it was determined that an extension of time is required. The Plan Administrator will provide you with written notice of any extension. The Plan Administrator will provide you written notice of the decision on review within five (5) days after the determination is made.

If your appeal is granted, the Plan will provide you a written notification that contains sufficient information to fully apprise you of the Plan's decision to approve the requested benefit. If your appeal is denied, the Plan will provide you a written notification that includes:

- (a) The specific reason or reasons for the adverse determination;
- (b) Reference to the specific Plan provisions on which the benefit determination is based;
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- (d) A statement of your right to bring an action under Section 502(a) of ERISA.

The written notice for Disability appeals will also include a copy of any internal rule, guideline, protocol, or similar criteria if it was relied on in making the determination. If the denial of a Disability appeal is based on medical necessity or experimental treatment, the written notice will also include either an explanation of the scientific or clinical judgment as it applies to the Plan and your claim, or a statement that such explanation will be provided free of charge upon request.

## **QUALIFIED DOMESTIC RELATIONS ORDER**

### **What is a Qualified Domestic Relations Order?**

A Domestic Relations Order is a judgment, decree or order (including a property settlement agreement) from a court. It is made pursuant to state domestic relations law (also called family law or divorce law). A Domestic Relations Order is used to provide child support, alimony, or marital property to a person called an "Alternate Payee." An Alternate Payee can be a Spouse, former Spouse, child or dependent. Please note that a Domestic Relations Order is a Court Order, and that any agreement you may have with a former spouse is not a Domestic Relations Order unless and until it is approved by the Court.

A Qualified Domestic Relations Order (QDRO) is a Domestic Relations Order that creates or recognizes the existence of an Alternate Payee's right to receive all or a portion of a Participant's Plan benefits. To become a QDRO a Domestic Relations Order must "qualify" under both state law and the terms of this Plan.

**WITHOUT A VALID QUALIFIED DOMESTIC RELATIONS ORDER, THE PLAN MAY NOT PAY ANY BENEFITS TO AN ALTERNATE PAYEE, REGARDLESS OF WHAT LANGUAGE MAY BE IN OTHER COURT DOCUMENTS.**

**THERE ARE RESTRICTIONS ON THE AMOUNT OF TIME THAT AN ALTERNATE PAYEE HAS TO PROVIDE THE PLAN WITH A VALID QDRO. IF THESE PLAN REQUIREMENTS ARE NOT MET, THE AMOUNT OF AN ALTERNATE PAYEE'S BENEFIT COULD BE FORFEITED OR REDUCED.**

Participants, Beneficiaries, and proposed Alternate Payees can obtain a copy of this Summary Plan Description and the Plan's complete QDRO procedures free of charge by contacting the Fund Office.

### **When Will a Former Spouse be Entitled to Begin Receiving Benefits Under a Qualified Domestic Relations Order?**

A Qualified Domestic Relations Order may require a plan to pay benefits to an Alternate Payee on or after the date the Participant attains his "Earliest Retirement Age," even though the Participant has not actually retired. To determine the Participant's "Earliest Retirement Age," see the section titled "Eligibility for Benefits," or contact the Fund Office. This Plan may also pay benefits to an Alternate Payee whom the Trustees determine has experienced a separation from service, as described in the section titled "Eligibility for Benefits."

### **How Will I Know if the Plan Receives a Domestic Relations Order?**

The Plan Administrator must promptly notify you and any Alternate Payee of his receipt of any Domestic Relations Order. This notice must include the Plan's procedures for determining whether the Order is qualified. Within a reasonable time after receipt of a Domestic Relations Order, the Plan Administrator must determine whether the order is a Qualified Domestic Relations Order and notify you of the determination.

### **What Happens to My Benefits When a Domestic Relations Order is Received?**

When the Fund receives notice that it will receive a Domestic Relations Order, it will separately account for any amount of your Individual Account to which the Order applies. If you are receiving a benefit when the Fund receives notice, special procedures must be followed. While the Plan is processing the Order, the Plan Administrator must separately account for the amount that would have been payable to the Alternate Payee as if the Order had been determined to be qualified. If the Alternate Payee does not submit a Qualifying Order within eighteen (18) months of the date on which the first payment would be made to the Alternate Payee, the Plan Administrator may transfer the withheld funds back to the Participant. If the Order is later determined to be a Qualified Domestic Relations Order, the Alternate Payee will only receive payments from the date the Order is approved and determined effective by the Fund.

### **Who Pays for Getting a Domestic Relations Order “Qualified?”**

All reasonable expenses incurred by the Plan in qualifying the Domestic Relations Order are charged to the Individual Account to which the Order applies. Qualifying expenses include the Plan’s attorney fees and document preparation costs. Unless a final QDRO provides otherwise, the Plan will charge fees to the Participant’s portion and the Alternate Payee’s portion on a pro rata basis.

### **What If I Remarry?**

Any rights of a former Spouse or Alternate Payee under a Qualified Domestic Relations Order will take precedence over those of any later spouse or Alternate Payee.

### **What Are the Rights of My Former Spouse Under a Qualified Domestic Relations Order?**

If you should divorce after your benefit payments have commenced your former Spouse will be entitled to any survivor benefits, unless the Qualified Domestic Relations Order provides otherwise.

If you should divorce before your benefit payments have commenced, a Qualified Domestic Relations Order may require that your former Spouse be treated as your surviving Spouse for purposes of survivor benefits under the Plan.

## **PLAN TERMINATION**

The Trustees intend that this Plan shall continue indefinitely. Nevertheless, they reserve the right, subject to the provisions of the Trust Agreement, to terminate or amend the Plan.

If the Plan is terminated, you will be entitled to the full value of your Individual Account as of the termination date. This amount will include the balance of your Employer’s Contributions and Rollovers to your Individual Account, plus or minus investment performance as of the termination date. In the event the liquidation value of the assets on the date of termination is less than the total of all Individual Accounts plus expenses, the Trustees shall have the option of

paying all Accrued Benefits to Participants over a period not to exceed ten (10) years to the extent permitted by the assets available.

All assets of the Plan, after payment of any expenses properly charged to the Plan, will be distributed to you according to the value of your Individual Account. No part of the assets will be returned to any Employer.

## **PLAN MERGER**

In the case of any merger or consolidation with, or any transfer of assets to or liabilities to any other plan, each Participant, Alternate Payee, and Beneficiary shall be entitled to receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer.

## **MAXIMUM LIMITATIONS**

Federal regulations provide for certain limitations on annual Contributions to a defined contribution plan. This money purchase pension plan is a defined contribution plan.

Generally, for participation in a defined contribution plan, the regulations state that annual Contributions and other additions (as defined in the Plan Document) may not exceed the lesser of:

1. \$40,000 (as adjusted annually for cost of living, for 2011 the amount is \$49,000; or
2. 100% of the Participant's Compensation.

If you have any questions regarding contribution limitations, contact the Fund Office or your tax professional. The Plan Document also contains a more detailed description of these rules.

## **OTHER QUESTIONS AND ANSWERS**

### **When I am Eligible to Receive My Benefits, Can I Roll Over My Distribution, Tax-Free, to an IRA or Other Qualified Plan?**

Generally, all distributions, including death benefits paid to your Spouse or Beneficiary, are eligible for tax-free rollover except for distributions that are:

1. Substantially equal periodic payments over
  - a. The life (or life expectancy) of a Participant, or joint lives of a Participant and Beneficiary Spouse; or
  - b. A scheduled period of at least ten (10) years; or

2. Mandatory minimum distributions after age 70 ½
3. The portion of any distribution not includible in your gross income.

Payments to a non-Spouse Beneficiary may be rolled over in accordance with the Pension Protection Act of 2006.

A payment that is eligible for rollover can be taken in two (2) ways. You can have your payment either: (1) paid in a direct rollover or (2) paid to you. The choice will affect the tax you owe.

Normally, 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 or, if you choose, to another qualified retirement plan that accepts your Direct Rollover; and
3. Your payment will be taxed later when you take it out of the 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. Additional taxes may also be withheld for state income 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 59½, you also may have to pay an additional 10% tax);
3. You can roll over the payment by paying it to your IRA or to another qualified retirement plan that accepts your rollover within sixty (60) days of receiving the payment, and the amount will not be taxed until you take it out of the IRA or other qualified retirement plan; and
4. If you want to roll over 100% of the payment to an IRA or another qualified retirement plan that accepts your Direct Rollover, you must find other money to replace the 20% that was withheld (if you roll over only the 80% that was 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 Payment,” which describes your rights and obligations regarding rollovers and withholding requirements. If you have any other questions regarding rollovers, please contact the Fund Office or your tax professional.

**If I Owe Money, Can I Sign Over My Pension Benefit?**

No. Benefits cannot be sold, assigned, or pledged as security for a loan. However, the Plan must recognize a Qualified Domestic Relations Order.

**Must I Retire When I Reach Normal Retirement Age (age sixty-five (65))?**

Retirement is voluntary. However, once you reach your Required Beginning Date you must begin to take your pension, even if you have not retired.

**Can I Still Receive All My Benefits If I Move Outside the United States?**

Generally, yes, but check with the Fund Office before you move because there are certain tax forms that must be completed. You should also be sure the Fund Office has your full and correct mailing address.

**Can I Receive Social Security Benefits in Addition to the Benefits Provided by this Plan?**

Yes. Social Security benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security independently from your application for benefits under this Plan.

**What Happens if I am too Ill to Manage My Own Affairs?**

The Trustees may pay any benefits due you to your legal guardian, legal representative, or, in their absence, to any relative or connection by marriage the Trustees consider entitled to receive them for you. Any payment made on your behalf will fully discharge the Trustees of their responsibility to you regarding that payment.

**Can I, for Any Reason, Borrow Money From This Plan?**

No, under this Plan you are not allowed to borrow money for any reason.

**If I am Having a Hard Time Financially, Can I Take My Money From This Plan?**

No, this Plan is a money purchase pension plan and the law prohibits hardship distributions from money purchase pension plans.

**What Happens if I am on Leave for Military Service?**

Under the rules of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) if you are on leave for military service, then your Individual Account will be credited with the Contributions that you would have earned had you not been on leave, based on a formula adopted by the Board of Trustees, as long as you meet all the requirements under USERRA. You should notify the Fund Administrator as soon as you get notice that you may be

gone on leave so that you are aware of all the requirements you need to meet when you return to work. The Trustees have adopted procedures concerning how your Individual Account will be credited with Contributions for your USERRA leave credit. For a free copy of the procedures, please contact the Fund Office.

## **GENERAL INFORMATION ABOUT THE PENSION FUND AND YOUR PLAN**

### **Name of Plan:**

IBEW Local No. 22/ NECA Defined Contribution Plan B

### **Type of Administration of the Plan:**

This Plan is a collectively bargained, multi-employer, money purchase pension plan that is sponsored and administered by the Board of Trustees. The Board of Trustees, in its sole and absolute discretion, has delegated responsibility for the day to day administration of the Plan to a third-party administrator.

### **Name, Address, and Telephone Number of the Plan Administrator (also called the Fund Office):**

The Board of Trustees retains the ultimate authority as the Plan Administrator, but it has delegated responsibility for the day to day administration of the Plan to:

Wilson-McShane Corporation  
Electrical Industry Center  
8960 "L" Street, Suite 101  
Omaha, NE 68127-1414  
(402) 593-7565

### **PLAN SPONSOR: BOARD OF TRUSTEES**

#### ***Management Trustees***

#### **John McMahan, Chairman**

O.K. Electric Company  
3112 South 67<sup>th</sup> Street  
Omaha, NE 68106

#### **Allan Hale, Trustee**

NECA Nebraska Chapter  
Electrical Industry Center  
8960 "L" Street, Suite 100  
Omaha, NE 68127-1414

#### **Scott Love, Trustee**

Miller Electric Co.  
2501 St. Mary's Ave.  
Omaha, NE 68105-1696

#### ***Union Trustees***

#### **Dennis F. Regan, Secretary**

IBEW Local Union No. 22  
8946 "L" Street  
Omaha, NE 68127-1406

#### **Gary Kelly, Trustee**

IBEW Local Union No. 22  
8946 "L" Street  
Omaha, NE 68127-1406

#### **Michael T. Stopak, Trustee**

IBEW Local Union No. 22  
8946 "L" Street  
Omaha, NE 68127-1406

**PLAN ADMINISTRATOR**

Wilson-McShane Corporation  
Electrical Industry Center  
8960 "L" Street, Suite 101  
Omaha, NE 68127-1414

**INVESTMENT ADVISOR**

Asset Consulting Group, Inc.  
231 S. Bemiston, 14<sup>th</sup> Floor  
St. Louis, MO 63105

**FUND COUNSEL**

Blake & Uhlig, P.A.  
475 New Brotherhood Building  
753 State Avenue  
Kansas City, KS 66101

**FUND CONSULTANT**

United Actuarial Services, Inc.  
11590 North Meridian Street  
Suite 610  
Carmel, IN 46032

**AGENT FOR SERVICE OF LEGAL PROCESS**

Plan Administrator  
Wilson-McShane Corporation  
Electrical Industry Center  
8960 "L" Street, Suite 101  
Omaha, NE 68127-1414

**FUND ACCOUNTANT**

DeBoer & Associates, P.C.  
17330 Wright Street, Suite 100  
Omaha, NE 68130

\* Service of Process may also be made on any member of the Board of Trustees.

**Internal Revenue Service Plan Identification Number and Plan Number:**

The Employer Identification Number (EIN) issued to the Board of Trustees is 47-6061061.

The Plan number is 002.

**Type of Pension Plan:**

This Plan is a money purchase pension plan.

**Source of Financing of Plan**

This Plan is funded through Contributions by the Employers on behalf of their Employees under the terms of a collective bargaining or participation agreement, and by investment income earned on a portion of the Fund's assets.

A complete list of the Employers and Employee organizations sponsoring the Plan may be obtained by Participants and Beneficiaries upon written request to the Plan Administrator, and is available for examination by Participants and Beneficiaries at the Fund Office during regular business hours.

Participants and Beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular Employer or Employee organization is a sponsor of the Plan and, if the Employer or Employee organization is a Plan sponsor, the sponsor's address.

**Collective Bargaining Agreements:**

This Plan is maintained pursuant to Collective Bargaining Agreements. Copies of any of the Collective Bargaining Agreements may be obtained upon written request to the Plan Administrator and are available for examination at the Fund Office.

**Funding Medium:**

Benefits are provided directly from the Trust Fund assets, which are accumulated under the provisions of the Trust Agreement and Plan Document.

**Plan Year:**

The Plan Year is January 1 through December 31 of any calendar year.

**Titles are for Reference Only:**

The titles are for references only. In the event of a conflict between a title and the content of a Section, the content of the Section shall control.

**Construction:**

Except to the extent preempted by federal law, the provisions of the Plan shall be interpreted in accordance with the laws of Nebraska.

**Gender and Number:**

Except as the context may require otherwise, use of the masculine or feminine gender shall include both the masculine and feminine genders, and use of the singular tense and plural tense shall include both the singular tense and plural tense.

## **YOUR RIGHTS UNDER ERISA**

As a participant in IBEW Local No. 22/NECA Defined Contribution Plan B, 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**

- You may examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and 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.

- You may 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 copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- You may 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.
- You may obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age sixty-five (65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a 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 every twelve (12) months. 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 employee benefit plan. The people who operate your Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (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, 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.

The material in this booklet was prepared to explain as clearly as possible your rights and benefits and other important features of the IBEW Local No. 22/NECA Defined Contribution Plan B. For purposes of clarity, some of the precise details of the rules and regulations have been summarized. The Trustees emphasize that nothing in this explanation is intended to change in any way the rules and regulations of the Plan itself.

In the event any question is raised, your rights will be determined in accordance with the text of the rules and regulations of the Plan and by the procedures prescribed by the Plan. Although the Trustees attempt to keep this booklet up-to-date, changes in the Plan procedures and the rules and regulations do occur. The current rules and regulations are kept on file in the Fund Office and notifications of changes are supplied as soon as practicable.

Only the Board of Trustees is authorized to interpret the Plan. Neither the Union, nor any Employer, nor any of their representatives are authorized to interpret the Plan or act as an agent of the Board of Trustees.

If you have any questions about the IBEW Local No. 22/ NECA Defined Contribution Plan B, contact the Fund Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any questions.

Fund Office address and phone number:

Wilson-McShane Corporation  
Electrical Industry Center  
8960 "L" Street, Suite 101  
Omaha, NE 68127-1414  
(402) 593-7565