

SUMMARY PLAN DESCRIPTION

FOR THE

IBEW LOCAL 102

SURETY FUND

Effective January 1, 2018

IBEW LOCAL UNION NO. 102 SURETY PLAN
(Plan No. 002)

Office: 830 Bear Tavern Road
West Trenton, NJ 08628

Telephone: (800) 792-3666

TRUSTEES

Union Trustees

Bernard Corrigan
David Fiore
Gary Pfarr

Employer Trustees

James K. Estabrook, Esq.
Louis R. Vito
Robert E. Williamson III

ADMINISTRATOR

I.E. Shaffer & Co.

COUNSEL

Oransky, Scaraggi & Borg, P.C.
Fox Rothschild, LLP

ACCOUNTANT

Shaughnessy Giella, CPA, P.C.

INVESTMENT CONSULTANTS

Graystone Consulting

Prudential

TO ALL ELIGIBLE PARTICIPANTS:

On the following pages, you will find a description of the provisions of the IBEW Local Union 102 Surety Plan. We hope that you will read this booklet carefully and become familiar with the terms of the Plan and your rights under it.

The Trustees believe that the surety benefits provided by this Plan, in addition to those provided under the Social Security Act and the Local Union No. 102 Pension, will provide a substantial measure of security in retirement for those who have given many years of service in employment covered by the Plan.

The Trustees are responsible for the operation of the Plan. We shall be happy to assist you in every way possible to make certain that you receive promptly the benefits to which you are entitled. If you would like information or assistance, you may obtain it at the office of the Surety Fund or by contacting the office of I.E. Shaffer & Co.

This summary is not intended to change in any way the provisions of the Plan. The rights of each person covered by the Plan may only be determined by the Surety Plan itself, a complete copy of which is on file at the office of the Surety Fund.

Sincerely yours,

THE TRUSTEES

GENERAL INFORMATION

THE PLAN:

IBEW Local Union No. 102 Surety Plan, Amended and Restated January 1, 2014.

TYPE OF PLAN AND IDENTIFYING NUMBER:

The Plan is a defined contribution plan. The United States Internal Revenue Employer Identification Number is 22-2347484 and the United States Labor Department Plan Number is 002.

FISCAL YEAR:

The Plan's Fiscal Year is based upon a Calendar Year January 1 through December 31.

PLAN SPONSOR:

The Plan is maintained by the Trustees of the IBEW Local Union No. 102 Surety Fund composed of three Employer Trustees and three Union Trustees, with an address c/o I.E. Shaffer & Co., P.O. Box 1028, West Trenton, New Jersey 08628.

ADMINISTRATION:

The Plan is administered by a third party administrator, I.E. Shaffer & Co., and the administrative office is located at Mountain View Office Park, 830 Bear Tavern Road, West Trenton, New Jersey 08628. The Plan Administrator is the agent for service of legal process and is located at the same address. The Plan Trustee(s) may also receive service of legal process. The telephone number for the Plan Administrator is (800) 792-3666.

COLLECTIVE BARGAINING AGREEMENT:

The Plan is maintained under one or more collective bargaining agreements, which are available for inspection upon request in writing to the Plan Administrator, I.E. Shaffer & Co., P.O. Box 1028, West Trenton, New Jersey 08628. A copy of any such agreement may also be obtained upon written request to the Plan Administrator and is available for inspection.

SOURCE OF CONTRIBUTION:

Employers contribute in accordance with the collective bargaining agreement made by IBEW Local Union No. 102 with any of the contributing employers. Plan participants and beneficiaries may receive from the Plan Administrator, upon written request, a complete list of employers or organizations that contribute to the Plan.

PLAN TRUSTEES:

The Plan Trustees are:

Union Trustees:

Bernard Corrigan
David Fiore
Gary Pfarr

Employer Trustees:

James K. Estabrook, Esq.
Louis R. Vito
Robert E. Williamson, III

The principal business address of each plan trustee is Mountain View Office Park, 830 Bear Tavern Road, West Trenton, NJ 08628.

QUESTIONS AND ANSWERS ABOUT THE PLAN

1. WHO IS ELIGIBLE?

You become a Participant of the Plan as of the day on which contributions are due on your behalf from your Employer and an Individual Account is set up crediting such contribution to your Individual Account.

2. HOW ARE THE INDIVIDUAL ACCOUNTS MAINTAINED?

An Individual Account is the account established and maintained for each Participant into which is placed Employer contributions made on your behalf.

In general it will be:

- The sum of all contributions made on your behalf, PLUS
- All actual investment earnings (realized and unrealized) credited to your account, MINUS
- All investment losses (realized and unrealized) credited to your account, MINUS
- All withdrawals from your account, MINUS
- Your share of the expenses of operating the Fund.

Each Individual Account is valued daily.

The Surety Fund qualifies as a “404(c)” plan, whereby the law relieves the Trustees and other Plan Fiduciaries of the responsibilities for making all investment decisions regarding the Fund assets. A 404(c) plan permits the participants to direct the investment of their Individual Account according to the rules of Section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and Title 29 of the Code of Federal Regulations, Section 2550.404c-1. As a result, the Fund’s Fiduciaries, including the Trustees, will not be liable for losses that are a direct and necessary result of investment instruction the Trustees received from you.

Once you have established an Individual Account, you may attend an investment information seminar periodically arranged by the Trustees and conducted by investment professionals. At these seminars, you will be informed as to the various investment vehicles available.

You can instruct Prudential Retirement to transfer money from your existing account into one or more of several investment options. You can also designate and change the way new contributions to your account are allocated among the investment options.

The investment options are selected and reviewed by the Trustees and have varying levels of risk.

3. IS INTEREST CREDITED TO THE MONIES CONTRIBUTED TO MY INDIVIDUAL ACCOUNT?

Yes. Interest will be credited to your Individual Account from the date it is established. Administrative expenses will be deducted from the interest credited to your account. It is important to remember that the balance in your Individual Account is guaranteed to be paid to you or your beneficiary in the form of a retirement, termination of service, disability or death benefit.

4. WHEN MAY I RETIRE AND RECEIVE A BENEFIT?

You may be eligible for retirement benefits from this Fund if you:

- (a) are in receipt of a pension from the IBEW Local 102 Pension Fund, or
- (b) you are totally and permanently disabled from working in the industry. Total and permanent disability is determined at the discretion of the Trustees based on rules and regulations involving medical examinations, documentation of proof and any other evidence deemed appropriate by the Trustees usually based upon a United States Social Security Disability Award.

Payment of benefits must commence not later than April 1st of the calendar year following the calendar year in which you attain the age of 70 ½.

5. IN WHAT FORM WILL MY BENEFIT PAYMENTS BE MADE TO ME?

You may elect to receive the balance in your Individual Account in the following forms:

- (a) in a single lump sum payment which requires spousal consent if married,
- (b) in equal monthly installments which shall be paid until exhaustion of the Individual Account,

- (c) in a combination of lump sum and equal monthly installments which shall be paid until exhaustion of the Individual Account,
- (d) in equal monthly installment payments over a period of years not to exceed your life expectancy or, if married, the joint life expectancies of you and your spouse,
- (e) a combination of lump sum payment and monthly installments over your life expectancy or the joint life expectancy of you and your spouse.

A married Employee who is eligible for any type of benefit from his Surety Account shall receive a Joint and Survivor Surety Benefit if the Employee's Surety Account exceeds \$5,000. This benefit will be a monthly benefit payment payable for your lifetime, with 50% of such benefit payable for the life of your spouse, should your spouse survive you. Beginning May 1, 2008, a married Employee will have the option of receiving a monthly benefit that is further reduced that will provide 75% of such benefit for the life of your spouse, should your spouse survive you. An Employee may elect in writing, with the written consent of the spouse, not to receive the Joint and Survivor Surety Benefit, on a form prescribed and furnished by the Trustees prior to his benefit commencement date. Unmarried Employees and married employees who have a Surety Account less than \$5,000, who have properly rejected the Joint and Survivor Surety Benefit may choose to have benefits paid in equal monthly installment payments, or in a single Lump Sum benefit, which shall be equal to the Accumulated Share, or a combination of both. Notwithstanding the above, the Trustees may provide a lump sum distribution in lieu of the Qualified Joint and Survivor Surety or Qualified Preretirement Survivor Surety if the account balance does not exceed \$5,000.00.

NOTE: ONCE A PAYMENT OR JOINT AND SURVIVOR SURETY BENEFIT COMMENCES, THE OPTION CANNOT BE REVOKED.

6. IN LIEU OF RECEIVING A DIRECT PAYMENT OF MY ACCOUNT BALANCE, MAY I DIRECT THE PLAN TO HAVE A PORTION OF AN ELIGIBLE ROLLOVER DISTRIBUTION PAID DIRECTLY TO AN ELIGIBLE RETIREMENT PLAN IN A DIRECT ROLLOVER?

Yes. You may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to another tax-deferred retirement plan or account in a direct rollover.

7. WHAT BENEFITS ARE MY BENEFICIARIES ENTITLED TO IN THE EVENT OF MY DEATH?

If you die prior to receiving any retirement benefits from this Fund, your designated beneficiary(ies) will receive the balance of the monies in your Individual Account in a single lump sum payment or in equal monthly installments. If you die after you begin receiving monthly retirement benefits, and elected (b) or (c) in FAQ #5, your designated beneficiary may elect to receive the balance in your Individual Account in either a lump

sum payment or monthly installments. If you were married and elected option (d) or (e) in FAQ #5, your widow will continue to receive a monthly benefit based on the option you selected when benefits commenced.

Note: If you are married, your beneficiary cannot be someone other than your spouse unless your spouse consents to your election in writing, on a form prescribed by the Trustees and it is notarized.

8. MAY I WITHDRAW THE BALANCE IN MY INDIVIDUAL ACCOUNT PRIOR TO SATISFYING THE ELIGIBILITY REQUIREMENT FOR RETIREMENT BENEFITS?

The contributions made by contributing employers to your Individual Account may be withdrawn under the following circumstances:

(a) Termination – if no employer contributions have been made in your behalf for a continuous 30-day period, you may apply for the balance of monies in your Individual Account.

(b) Disability – if you become totally and permanently disabled from work in the IBEW Local Union No. 102 and related electrical industry, you may apply for the balance of monies in your Individual Account. A United States Social Security Disability Award may be required.

(c) Hardship – a fully vested Participant, on or after January 1, 2000, may apply to the Trustees for an amount of up to 100% of the value of his Individual Account upon the occurrence of one or more of the following:

- (i) Expenses for medical bills of \$1,000.00 or more incurred because of sickness or injury of the Participant's Spouse, dependent children, parent or grandchildren, which have not been reimbursed by benefits payable from the IBEW Local 102 Welfare Fund.
- (ii) Funeral Expenses incurred by the Participant due to the death of a Spouse, child or parent.
- (iii) Expenses incurred by the Participant with respect to payment of tuition to maintain the Participant, spouse or dependent child at an accredited educational institution beyond the secondary school level, or a school/institution for physically or mentally handicapped or emotionally disturbed children. Expense in connection with the provisions herein shall encompass sufficient payment to accomplish completion of the educational program. In applying for an initial tuition payment, the Participant shall submit a letter of acceptance from the Registrar of the

educational institution and evidence of the Participant, spouse or dependent child's enrollment, as well as the actual invoices for tuition, ancillary fees, room and board or other satisfactory documentation for off-campus housing. Upon the Participant's, spouse's or dependent child's enrollment for each succeeding segment of the academic year, the Participant shall be required to submit the actual invoices as evidence of continuing matriculation or be considered as ineligible for a subsequent payment under this provision.

- (iv) Purchase of a home, cooperative or condominium apartment by the Participant for his or her principal residence for which there has been incurred thereby down payment, contract and title expenses.
- (v) Rent or mortgage expenses to prevent eviction or foreclosure on the Participant's principal residence.
- (vi) Expenses incurred by you in connection with the purchase of vehicular transportation to be used mainly for employment purposes.
- (vii) Expenses incurred by you in connection with past due credit card expenses and/or consumer bank debt incurred by the Participant.

No more than one hardship benefit may be paid in any twelve (12) month period. No hardship benefit shall be paid until the Trustees are in receipt of a Spousal Consent in conformance with Section 1.40 of the Plan.

9. MUST I WITHDRAW THE MONEY IN MY ACCOUNT UPON RETIREMENT?

No. You are not required to make a withdrawal immediately following attainment of eligibility. If you choose not to withdraw your account it will continue to be treated the same as all other active accounts. It will be credited with interest and charged expenses are similar to other active accounts. Distributions will be made to you, however, at the later of the calendar year in which you attain the age of 70 ½ or the calendar year in which you retire.

10. HOW DO I FILE A CLAIM FOR BENEFITS?

You must contact the Fund Office to confirm your eligibility for a distribution and obtain the appropriate claim forms. Failure to submit all necessary forms and documentation may result in a delay in the processing of your benefit application.

11. WHAT HAPPENS IF MY CLAIM FOR BENEFITS IS DENIED?

If your claim is denied by the Fund Office, you will receive a written statement explaining the reason for the denial. If you disagree with the Fund Office's decision you may appeal, in writing and within 180 days of receiving the notice of denial, to the Board of Trustees. You may submit supporting material and a written statement for review. The Board of Trustees will notify you in writing of the results of their review.

12. IF MY SPOUSE AND I BECOME DIVORCED, WHAT ARE THE PLAN'S PROCEDURES GOVERNING QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) DETERMINATIONS?

Upon receipt of a court order, the Plan must comply with any that are deemed to be a "Qualified" Domestic Relations Order. To be "qualified" the order must contain certain required information about you and your former spouse. Such document generally provides for the division of the assets in your Individual Surety Account. You may obtain, without charge, a copy of the Plan's procedures governing such orders.

13. CAN THE PLAN BE TERMINATED?

The Plan may be terminated by the Board of Trustees and, in such event, all of the funds of the Plan shall be used for the exclusive benefit of the Participants as of the date of termination of the Plan and to defray the expenses of termination. In the event of a discontinuance of the Plan, the net value of your individual account shall be determined as of the date of discontinuance. Expenses of terminating the Plan shall be deducted pro-rata from the net value of your Individual Account, and the balance shall be paid to you in one lump sum or applied to purchase an annuity for you under a group annuity contract as the Trustees shall in their sole discretion determine.

Any annuity so purchased may be a fixed dollar or variable annuity, or both, and will be subject in all respects to the terms of the group annuity contract under which it is purchased. Upon Plan termination or partial termination or discontinuance of contributions, your interest in the Plan as of the date of Plan termination, partial termination or discontinuance of contributions will be non-forfeitable.

No merger or consolidation with, or transfer of assets or liabilities to any other plan shall be made unless your benefits after the termination, merger, consolidation or transfer, are equal to or greater than your benefits immediately before any merger, consolidation, transfer, or termination.

YOUR RIGHTS UNDER ERISA

This summary is not intended to change in any way the provisions of the Surety Plan. The rights of each person covered by the Plan may only be determined by the Rules and Regulations for a Surety Plan, a complete copy of which is on file in the office of the Surety Fund.

As a participant in the IBEW Local Union No. 102 Surety Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's 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 Pension and Welfare Benefit Administration.
- 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 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.
- Obtain a statement telling you whether you have a right to receive a surety benefit at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the plan now.

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 surety benefit or exercising your rights under ERISA.

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 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 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 or a medical child support 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.

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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.