LOCAL 697
I.B.E.W. & Electrical Industry
Pension Fund

Summary Plan Description

(*Incorporating plan changes through January 1, 2016)*

7200 Mississippi Street, Suite 300
Merrillville, IN 46410
Telephone: (219) 845-4433 or (219) 940-6181

For Further Information or Pension Application Forms:
Call or Write the Pension Fund Office

IMPORTANT TO REMEMBER

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- Notify the Fund Office promptly if you change your address.
- The burden of proof lies with the Participant to establish entitlement to underreported or unreported hours of Covered Employment. Satisfactory evidence must be reported to the Trustees to receive credit for such hours.
- Nothing in this summary plan description booklet is meant to interpret or change in any way the provisions expressed in the Plan. Only the full Board of Trustees is authorized to interpret the Plan of Benefits described in this booklet. No employer or union nor any representative, of any employer or union, in such capacity, or individual Trustee is authorized to interpret this Plan nor can any such person act as agent of the Trustees.
- While the Trustees intend for the Plan to be permanent, they reserve the right to amend, modify, discontinue and/or terminate all or part of this Plan, whenever, in their judgment, conditions so warrant. If the Plan is amended or terminated, you will receive a written notice explaining the Trustees action.

The right to benefits of any participant shall be determined solely by the provisions of the Pension Plan as it existed on the last date of employment for which contributions were made to the Pension Fund.

To All Participants:

As Trustees of your Pension Plan, we are pleased to present you with this updated Summary Plan Description (SPD) describing the present features of your retirement program. There has been a benefit improvement and additional changes required by Federal legislation since the last booklet was printed. The SPD was approved by the Board of Trustees at its December 17, 2015 meeting, summarizes the restated Plan document, and incorporates plan changes through January 1, 2016. The Plan document was approved by the IRS October 2, 2015.

We urge you to read this booklet carefully. Your pension is 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 for future reference. This booklet also includes the full text of the Pension Plan.

As the Board of Trustees, our role with regard to the Pension Plan includes all aspects of collecting, administering, accounting for and investing the contributions to the Pension Plan which are required to be made under agreements between your employers and the Union or between your employers and the Trustees. In addition, we are required to formulate and administer the provisions of the Pension Plan itself and are assisted in these tasks by professional advisors. These may include an actuary, an accountant, an attorney, an investment consultant, and one or more investment managers.

The Trustees will continue to keep you advised of any changes in the Pension Plan, as we continue our efforts to provide a greater measure of security for employees who work in the industry for many years.

Please be sure that the Fund Office has your current address at all times and remember that the burden of proof lies with the you to establish entitlement to underreported or unreported hours of Covered Employment. Satisfactory evidence must be reported to the Trustees to receive credit for such hours.

With best wishes for the future.

Sincerely,

BOARD OF TRUSTEES

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THE PLAN IN GENERAL

The Pension Fund is a legal trust fund set up to provide retirement benefits to Electricians who retire after many years of service under the jurisdiction of the Pension Plan of the Local 697, I.B.E.W. & Electrical Industry Pension Fund.

A general explanation of the Plan is provided in the first part of this booklet. This layman's summary of the Plan starts out with some definitions of terms that are used in the Plan. The summary goes on to tell how you become a participant, earn credit under the Plan and qualify for a pension. Information is also included describing, how to calculate benefits, death benefits, and how to apply for a pension.

The complete text of the Plan, which appears in the second half of this booklet, is the legal document that determines the rights of the Participants. You must refer to the full text of the Plan itself to answer any specific questions. If any inconsistencies exist between this booklet and the Pension Plan, the provisions of the Pension Plan, as they may be amended from time to time, shall prevail.

The Fund is administered by a Board of Trustees, which serves without any compensation and acts on behalf of you and your fellow employees in managing the Pension Fund's operations. This Board is made up of Union and Employer representatives whose powers and duties are defined in the Agreement and Declaration of Trust.

The entire cost of the Plan is paid by the participating employers who are required to contribute to the Pension Fund in accordance with their collective bargaining agreements with the Local Union. No employee contributions are required or accepted.

DEFINITIONS

The following abbreviated definitions of terms used in the Pension Plan may be helpful in understanding the benefits which are provided and your rights under the Plan.

Contributing Employer

If the employer you work for contributes to the Pension Fund in accordance with a collective bargaining agreement, or other written agreement providing for such contributions, he is a contributing employer under the Plan.

Contribution Period

Contribution period means the period of time during which an employer is required, in accordance with a written agreement, to make contributions to the Fund for Covered Employment. The contribution period began September 1, 1964.

Covered Employment

If you work for an employer who contributes to the Pension Fund for the hours you work in a job covered by a written agreement with the Union, you are considered to be working in Covered Employment.

For periods prior to the date contributions to the Pension Fund were first required, Covered Employment means employment with an employer which, if performed during the contribution period, would have resulted in employer contributions being paid to the Fund.

Employee

You are an employee if you presently are or were employed in Covered Employment.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

Gender

The use of the masculine gender is understood to include both the masculine and feminine genders.

Hour of Service

An hour of service is each hour for which you are paid or entitled to be paid by your Contributing Employer including certain hours of vacation, holiday, illness, leave of absence and back pay.

Hours of service in non-Covered Employment are also counted if that employment is continuous with Covered Employment with the same employer.

Generally, an hour of service is used to determine participation in the Plan, breaks in service, and years of vesting service. Hours of service are also counted for pension credits but only if such hours are for work in Covered Employment for which contributions are paid to the Fund.

Normal Retirement Age

Normal Retirement Age means age 65 or, if later, your age on the fifth anniversary of your participation. Participation before a permanent break in service will not be counted.

Pension Benefits

This Pension Plan offers the following pension benefits to participants who are eligible:

- *Regular* Pension for participants who are age 62 or over and earned at least 20 pension credits;
- *Early Retirement* Pension for participants who are age 55 but less than age 62 and earned at least 20 pension credits;
- *Disability* Pension for participants who earned at least 20 pension credits or 10 years of vesting service, earned at least one full pension credit in the three consecutive calendar years preceding his disability and meet the definition of Total Disability;
- *Vested* Pension for participants with at least ten years of vesting service but less than 20 pension credits;
- *Normal* Retirement Pension for participants active at or after normal retirement age as defined in this section or with at least five but less than ten years of vesting service.

Pension Credits

Pension credits are the units used to measure your work in Covered Employment in order to qualify for and determine the amount of your pension benefit.

Plan Year

The plan year is the period which begins January 1 and ends on December 31. The records of the Plan are kept separately for each plan year.

Qualified Domestic Relations Order (QDRO)

A QDRO is an order served on the pension fund by a court of law directing the fund to pay a specified portion of your benefits to a divorced spouse or other party as a part of the divorce settlement. The Order may not, however, require the fund to provide any type of benefit that is not specifically outlined in the Plan Document. A written copy of the procedure used to determine whether or not an Order is qualified is available upon request at the Fund Office.

Retirement

The period after you qualify for a pension under the Plan, stop working in Covered Employment and start to receive monthly pension payments is considered retirement. To be considered in retirement there are certain types of employment which are prohibited. This is explained further on pages 20 through 22.

Union

When reference is made to the Union, it means Local No. 697 International Brotherhood of Electrical Workers.

Years of Vesting Service

Years of vesting service are earned by your hours of service during the contribution period. You earn a year of vesting service when you complete 1,000 hours of service in a calendar year.

PARTICIPATION

You will become a participant under the Plan on the earliest January 1 or July 1 following a 12-month period during which you worked at least 1,000 hours in Covered Employment.

> *For example*, if you start work in Covered Employment on December 1, 2015 and are employed for 1,000 hours during the next 12 months, you will become a participant on January 1, 2017.

When we talk about an hour of service, we mean each hour for which you are paid or entitled to be paid by your employer. You will also be able to count your continuous work with the same employer even if part of that work is not in a job covered by a collective bargaining agreement.

Once you meet the requirements for any kind of pension under the Plan, you will always be a participant. If you do not meet the eligibility requirements for a pension you will no longer be considered a participant when you have a one-year break in service. However, you will not forfeit previously earned pension credit unless you have a permanent break in service, as described on pages 10 through 12.

Your participation will be reinstated if you again meets the initial participation requirement described above or if you work at least 400 hours in Covered Employment in a calendar year. you will be reinstated retroactive to the first day you return to work.

PENSION CREDIT

If you work for an employer who contributes to the Pension Fund for hours worked in a job covered by a written agreement with the Union, you are considered working in Covered Employment.

For periods prior to September 1, 1964, the date contributions to this Pension Fund were first required, Covered Employment means work which, if performed during the contribution period, would have resulted in contributions being paid to the Fund.

Pension credit is granted based on your hours of work in Covered Employment both before and during the contribution period.

Pension credit may also be allowed for certain non-work periods due to disability, military service (as determined by applicable Federal law), and for certain periods of attendance at the Apprenticeship Training School.

Pension credit is determined on the basis of the following schedules depending on when the hours of work in Covered Employment were earned.

Effective January 1, 1989, you receive pension credit for work in Covered Employment for which contributions are paid to the Pension Fund as follows:

Hours Worked in Covered Employment in Calendar Year after December 31, 1988	Pension Credit
Less than 200	0.00
200- 399	0.30
400- 599	0.40
600- 799	0.50
800- 999	0.60
1,000- 1,199	0.70
1,200- 1,399	0.80
1,400- 1,599	0.90
1,600 or more	1.00

From January 1, 1986 and before January 1, 1989, you receive pension credit for work in Covered Employment for which contributions are paid to the Pension Fund as follows:

Hours Worked in Covered Employment in Calendar Year from January 1, 1986 and before January 1, 1989	Pension Credit
Less than 200	0.00
200 -399	0.20
400 -599	0.30
600-799	0.40
800 -999	0.50
1,000 - 1,199	0.60
1,200 - 1,399	0.70
1,400 - 1,599	0.80
1,600 - 1,799	0.90
1,800 or more	1.00

From January 1, 1976 and before January 1, 1986, you receive pension credit for work in Covered Employment for which contributions are paid to the Pension Fund as follows:

Hours Worked in Covered Employment in Calendar Year from January 1, 1976 and before January 1, 1986	Pension Credit
Less than 400	0.00
400- 599	0.30
600- 799	0.40
800- 999	0.50
1,000- 1,199	0.60
1,200- 1,399	0.70
1,400- 1,599	0.80
1,600- 1,799	0.90
1,800 or more	1.00

Before January 1, 1976 an employee receives pension credit for his work in Covered Employment based on the following schedule:

Hours of Work in Covered Employment In Calendar Year before January 1, 1976	Pension Credit
Less than 450	0.00
450- 899	0.25
900- 1,349	0.50
1,350- 1,799	0.75
1,800 or more	1.00

Pension Credit and Rollover/Excess Hours

With respect to pension credits earned after 1975, if you have contributions paid to the Fund for more than 1,800 hours of work in a calendar year, the number of hours over 1,800 may be added to the hours for which contributions were paid in either the immediately preceding and/or following calendar year (rollover), if in either of those calendar years you earned less than one full pension credit. Rollover does not apply to Vested or Normal Pensions.

Effective January 1, 1989, for pension credits earned on and after January 1, 1989, hours of work in excess of 1,600 may be rolled over as described in the preceding paragraph.

If, after any rollover hours are deducted, you still have more than 1,800 hours of work in a year between September 1, 1964 and December 31, 1980, those excess hours may be added to the your hours of work during the six-year period, January 1, 1981 through December 31, 1986. To be eligible for this, you have to have at least 400 hours of work in the year in which the excess hours are granted.

Effective January 1, 1989 with respect to pension credits earned on and after January 1, 1991, hours in excess of 1,600 may be added in any year during the contribution period a you had at least 400 hours. No more than one full pension credit can be granted in any year based on hours of work, rollover hours and/or excess hours.

You may not earn more than one pension credit in any calendar year.

To illustrate how the "rollover or excess" works, assume your work record is as follows:

Year	Hours of Contribution Paid in Calendar Year	Application of Excess Hours	Pension Credit
2010	1,500	1,600	1.00
2011	2,000	1,600	1.00
2012	1,400	1,600	1.00
2013	399	399	0.30
Total			3.30

In this example, of the excess hours (400 hours) in 2011, 100 may be added to the 1,500 hours to bring those hours up to 1,600 (1,500 + 100 = 1,600) for a full Pension Credit in 2010 and 200 may be added to the 1,400 hours to bring those hours up to 1,600 (1,400 + 200 = 1,600) for a full Pension Credit in 2012. However, as you did not earn at least 400 hours of work in 2013, the remaining 100 excess hours cannot be added to your 2013 hours. As a result, you would earn a total of 3.30 pension credits for 2010 to 2013 instead of 3.10 Pension Credits.

Pension Credit for Apprentice Training School

You will receive Pension Credit if you attend the Local 697, I.B.E.W. Electrical Industry Apprenticeship Training School during a regular work day during a regular work week. While in attendance, you will only receive one Hour of Service in Covered Employment for each hour of attendance.

Pension Credit for Non-Work Periods of Temporary Disability

You will receive Pension Credit for periods of absence from Covered Employment during periods of disability when you are receiving either:

Weekly Accident and Sickness Benefits from the Lake County, Indiana N.E.C.A.-I.B.E.W. Health and Benefit Plan; or

Workers' Compensation Benefits.

You will be credited with 40 Hours of Service to be used towards Pension Credit for each week of such disability.

No more than two full non-work Pension Credits will be allowed for all such disability periods during your lifetime.

Military Service

You will earn Pension Credits and Vesting Service for "qualified military service" for up to a maximum period of five years in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) (unless a longer period is required under Federal law). You will be credited with Hours of work in Covered Employment based on your average hours for all completed calendar months in the year that he entered the military, up to a maximum of 1,600 (1,800 prior to 1989) per calendar year. If you did not complete months in the current year, the hours for all completed calendar months for the preceding year will be used to calculate the average.

You must have entered the military immediately after termination of Covered Employment, earned at least one hour of service in the 90 days prior to the entry into military service, and must make yourself available for Covered Employment within 90 days after being discharged from the U.S. Armed Forces (within 1 day if your period of service was less than 31 days or within 14 days if your period of service was 31 through 180 days) and you must give the Board of Trustees sufficient proof of your honorable discharge from military service.

VESTING SERVICE

Vesting Service is used to determine your eligibility for a Pension benefit. If you become vested, you will be entitled to a vested pension. This is a non-forfeitable right. It takes 5 years of vesting service to become vested. Years of vesting service are earned by your hours of service during the contribution period. A year of vesting service is earned when you complete 1,000 hours of service in a calendar year.

An hour of service is each hour for which you are paid or entitled to be paid by a contributing employer. Hours of service in non-Covered Employment with an employer, however, will only be counted if they are after December 31, 1975 and that employment is continuous with (immediately before or after) Covered Employment with the same employer.

Generally, an hour of service is used to determine participation in the Plan, breaks in service and years of vesting service. Hours of service are also counted for pension credits but only if such hours are in Covered Employment.

BREAKS IN SERVICE

The purpose of the Pension Plan is to provide retirement benefits to employees who have worked in Covered Employment more or less continuously.

If you are absent from Covered Employment for a long period of time, you may have a permanent break in service. A permanent break in service results in the loss of all pension credits and years of vesting service earned before the break. However, you cannot have a permanent break in service:

- after you are qualified for a Regular, Early Retirement. or Vested Pension, or
- during the time you are receiving a Disability Pension.

The break in service rule is different depending upon when the break occurs.

Before January 1, 1976:

If you failed to earn 1/4 pension credit in any three consecutive calendar years before January 1, 1976, you had a permanent break in service which resulted in the loss of all pension credits and years of vesting service earned prior to the permanent break.

To have a permanent break in service before January 1, 1976, the three consecutive calendar year breaks must have been completed by December 31, 1975. Otherwise, you would fall under the revised break in service rules explained below.

From January 1, 1976 and Before January 1, 1986:

Effective January 1, 1976, the break in service rule changed. There are one-year breaks, and permanent breaks.

You have a ***one-year break*** in service in any calendar year in which you do not complete at least 400 hours of service in Covered Employment or continuous non-Covered Employment.

You have a ***permanent brea***k when your consecutive one-year breaks equal your years of vesting service.

If you have not acquired a right to a pension, whether immediate or deferred, you have a permanent break in service if your consecutive one-year breaks equal or exceed your number of years of vesting service.

For example: Consider the following work record after January 1, 1976 and before January 1, 1986:

	Hours of Service	Years of Vesting Service	One-Year Breaks
Year 1	1,500	1	0
Year 2	1,000	1	0
Year 3	350	0	1
Year 4	300	0	1
Total		2	2

This employee had two years of vesting service and also had two one-year breaks. Because his consecutive one-year breaks were equal to his years of vesting service, he has a permanent break which cancels all pension credit and years of vesting service that he earned.

After December 31, 1985

If you have not acquired a right to a pension, whether immediate or deferred, you have a permanent break in service on or after January 1, 1986 if your consecutive one-year breaks in service equal or exceed the greater of five or your number of years of vesting service.

For example, an employee's work record after December 31, 1985 is as follows:

	Hours of Service	Years of Vesting Service	One-Year Break
Year 1	1,700	1	0
Year 2	1,800	1	0
Year 3	1,600	1	0
Year 4	50	0	1
Year 5	110	0	1
Year 6	90	0	1
Year 7	80	0	1
Year 8	40	0	1
Total		3	5

This employee has three years of vesting service and five consecutive one-year breaks. He has a permanent break in service at the end of Year 8 which cancels all of his pension credits and years of vesting service under the Plan. He did not have a permanent break in service after Year 6, even though he had three years of vesting service and three one-year breaks because after 1986 a permanent break cannot occur unless an employee has at least five consecutive one-year breaks in service.

If this employee returned to employment in Year 8 and completed at least 1,000 hours of service, his work record would look like this:

	Hours of Service	Years of Vesting Service	One-Year Break
Year 1	1,700	1	0
Year 2	1,800	1	0
Year 3	1,600	1	0
Year 4	50	0	1
Year 5	110	0	1
Year 6	90	0	1
Year 7	80	0	1
Year 8	1,000	1	0
Total		4	0*

In this example, the employee reinstated his participation, pension credits and years of vesting service by returning to employment and receiving credit for 1,000 hours in Year 8. Because the number of his consecutive one-year breaks was less than five, he was able to repair his one-year breaks and restore his pension credits and years of vesting service.

*IMPORTANT: One-year breaks will not be added together unless they are consecutive without interruption by a calendar year in which you are credited with 400 hours of service.

Exception to the Break In Service Rules (Grace Period)

Certain periods of time will not be counted in determining if a break has occurred. These periods of time are called grace periods.

A ***grace period*** is a period of non-work time which in accordance with the Plan does not count toward a one-year break or permanent break. You may be awarded a grace period for certain periods of total disability (for up to two consecutive calendar years) and full-time employment with the Union or the International Union or as a municipal electrical inspector.

Beginning January 1, 1986, if you are absent from work because of childbirth, adoption or infant care, you will be entitled to up to 501 hours of service to prevent a break either in the year the absence starts or in the following year. In addition, any leave of absence granted by an employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) will not be counted as a break in service for purposes of determining eligibility and vesting.

Most important, you cannot have a permanent break if the eligibility requirements for any kind of pension under the Plan have been satisfied.

If you leave Covered Employment after meeting the eligibility requirements for any pension under the Plan other than a Disability Pension, you will have a right to a pension benefit which may be payable as early as age 55. This means you can leave the jurisdiction of the Plan without suffering a permanent break in service and without losing your pension rights. The pension eligibility requirements are described in the next section of this booklet.

PLAN BENEFITS

Regular Pension

You are eligible to retire with a Regular Pension if you:

- are age 62 or older, and
- have earned 20 or more pension credits.

The monthly amount of the Regular Pension is calculated by multiplying your total pension credits by the benefit accrual rate in effect when you left Covered Employment. If you retire on and after January 1, 2016 without any extended absences from Covered Employment, the benefit accrual rate is $71.75 per pension credit. Lower benefit accrual rates which are in effect if you separate from Covered Employment prior to January 1, 2016, are shown in Section 4.04 of the Plan at the back of this booklet.

The benefit accrual rate to be used in calculating your pension is based on the benefit accrual rate in effect when you "separate" from Covered Employment.

Beginning January 1, 1989, you are separated from Covered Employment at the beginning of any three-consecutive year period in which you fail to earn at least 3/10ths of a pension credit.

Between January 1, 1986 and December 31, 1988 you are separated from Covered Employment at the beginning of any three-consecutive year period in which you fail to earn at least 2/10ths of a pension credit.

Between January 1, 1976 and January 1, 1986, you are separated from Covered Employment at the beginning of any three-consecutive year period in which you fail to earn one full pension credit.

Before January 1, 1976, you needed to earn at least 1/4 pension credit during a three-consecutive year period to avoid a separation from Covered Employment.

If you return to Covered Employment and earn additional pension credits, your additional pension credits will be valued at the benefit accrual rate in effect when the additional credits are earned.

When the calculation of a pension benefit results in an amount which is not an exact multiple of $0.50, that pension amount will be increased to the next higher $0.50 amount.

Shown below are examples of how the Regular Pension benefit is calculated.

Example 1

> Jim is age 62 and has 30 pension credits. His monthly benefit accrual rate is $71.75 per pension credit because it was determined that he left Covered Employment as of March, 2016. Jim's Regular Pension amount is $2,152.50 per month (30 pension credits x $71.75 = $2,152.50) payable for life.

Example 2

> George is 65 years old when he retires. Fund Office records show that he had earned 20 pension credits through December 31, 1999 at which time he left Covered Employment

freezing his pension credit at the $41.00 monthly benefit accrual rate in effect at that time. George returned to Covered Employment in 2005 and earned two more pension credits through 2007. His benefit accrual rate for these two pension credits is $61.00 per pension credit. His monthly Regular Pension is calculated as follows:

20 pension credits x $41.00	= $820.00
2 pension credits x $61.00	= 122.00
Total	= $942.00

Early Retirement Pension

You are eligible to retire with an Early Retirement Pension if you:

- are at least age 55 but less than age 62, and
- have earned 20 or more pension credits.

To calculate the amount of the Early Retirement Pension, the first step is to figure the amount of the Regular Pension you would receive if you were age 62 when your pension starts. The amount of the Regular Pension is then reduced by 7/40th of 1% (0.175%) for each month (or portion thereof) which your age is less than age 62 on the date your first pension payment is to begin. The resulting amount, if not an exact multiple of $.50, is then rounded to the next higher $.50 amount.

Early Retirements before January 1, 2016 were subject to different reduction rules. See Section 5.02 of the Plan Document for these reductions or contact the Fund Office.

Shown below is an example of an Early Retirement Pension calculation.

Example 3

Mike, age 55, had 35 pension credits when he retires on March 1, 2016. His Early Retirement Pension is calculated as follows:

Monthly pension payable if he were age 62 35 pension credits x $71.75)	= $2,511.50
Early Retirement percentage at age 55 (.00175 per month x 84 months) = 14.7% reduction	= x 85.3%
Total monthly pension payable for life beginning at age 55	=$2,142,.31
Rounded	= $2,142.50

Disability Pension

If you are totally disabled, you may retire with a Disability Pension if you:

- have at least 10 years of vesting service,
- have earned at least one full pension credit during the three consecutive calendar years immediately preceding his retirement, and
- are totally disabled.

The Trustees accept as proof of total disability a written verification from the Social Security Administration that you are entitled to a Social Security Disability Award.

If you have 20 or more pension credits, the calculation of the monthly amount of the Disability Pension is the same as for the Regular Pension amount. The Disability Pension amount if you have 10 years of vesting service but less than 20 pension credits and are younger than age 62 (age 64 before January 1, 1987) will be calculated the same as an Early Retirement Pension. If you are younger than age 55, you will be considered age 55 for the purpose of determining the amount of pension.

The Disability Pension amount will depend on the number of pension credits and the applicable benefit accrual rate.

A Disability Pension is payable for life as long as you remain totally disabled. Payment of a Disability Pension will begin no earlier than the first day of the sixth month of total disability.

Example 4

Joe becomes totally disabled at 63 after earning 25 pension credits. It is determined that his monthly benefit accrual rate is $71.75 per pension credit. His monthly Disability Pension is $1,794.00 ($71.75 x 25 = $1,793.75, rounded up to the next $0.50).

Example 5

Ray becomes totally disabled at age 60 after earning 15 pension credits (including 10 years of vesting service). It is determined that his monthly accrual rate is $71.75 per pension credit.

Monthly pension payable if he were age 62 (15 pension credits x $71.75)	=	$1,076.50
Early Retirement percentage at age 60 (.00175 per month x 24 months) = 4.2% reduction	=	95.8%
Total monthly pension payable	=	$1,031.29
Rounded	=	$1,031.50

In either example, if the disability began on January 15, the benefit payments would begin no earlier than the following June.

Vested Pension

A Vested Pension is provided for employees who have worked in Covered Employment for an extended period of time but leave before meeting the service requirement (20 pension credits) for a Regular or Early Retirement Pension.

You are entitled to a Vested Pension if you have at least ten years of vesting service and less than 20 pension credits. Payment of the Vested Pension may begin at or after age 62.

In calculating the amount of the Vested Pension, only pension credits earned during the contribution period will be counted. In addition, the calculation will be limited to only years of employment during which both pension credit and a year of vesting service (1,000 hours) were earned. For the purpose of determining the amount of pension credit, "roll-over hours" will not be counted but "excess hours" if any, can be used (see page 6 for the exact rules). The benefit rates to be used in calculating the Vested Pension will be based on the rates that would have been used for the Regular Pension.

Example 6

> Frank is age 40 when he leaves the industry in 2013. He has completed ten years of vesting service qualifying him for a Vested Pension payable at age 62. He also had earned ten pension credits. Because he left Covered Employment in 2013, Frank's monthly accrual rate is $65.50 per pension credit giving him a monthly pension of $655.00 ($65.50 x 10 pension credits = $ 655.00) payable when he reaches age 62.

(Notice Frank's pension was calculated based on his pension credits earned only during the contribution period and during years in which he had vesting service. This is the case only for employees who qualify for a Vested Pension.)

Normal Pension

A Normal Pension is provided for vested employees who have worked in Covered Employment and earned less than ten vesting years. The Normal Pension is calculated in the same manner as the Vested Pension, but is paid at age 65.

Once an employee reached age 70 ½, the plan is legally required to commence the employee's benefits as of the April 1st of the year following the attainment of 70 ½ even if the employee is still in Covered employment.

Pensions for married participants are paid in the form of a Husband-and-Wife benefit as described on page 18. Pensions for single participants are paid in the form of a single life annuity, with no survivor benefits, for the participant's life.

LUMP SUM READJUSTMENT ALLOWANCE

Pensions are generally payable in either the form of a straight-life pension or a Husband-and-Wife Pension. If you are eligible for a Regular or Early Retirement or Disability Pension, you and your spouse may elect to receive up to a 10% reduction in the monthly pension benefit in exchange for a lump sum of money payable at the time the pension becomes effective.

The lump sum payment is based upon your age on the effective date of your pension, the amount by which your monthly benefit is reduced, and a table of applicable factors for the year the pension becomes payable. These factors are legislated and change annually. Please call or write the Fund Office for the factor appropriate to your circumstance.

If you are married, your spouse must consent in writing to the Lump Sum Readjustment Allowance. The Lump Sum Readjustment Allowance may not be elected if you are retiring on a Vested Pension. Furthermore, once it is elected, it may not be revoked.

An example of the *Lump Sum Readjustment Allowance* follows:

Example 7

> Carl is married and retires at age 64 and *for purposes of this illustration only* his appropriate factor is assumed to be 125.04. He is eligible for a Regular Pension of $1,200.00 per month and he and his spouse elect to reduce his pension benefit by $60.00 (5%) per month in order to receive a lump sum payment of $7,502.40 on the date his pension starts. This would reduce his monthly pension benefit from $1,200.00 to $1,140.00. Because Carl was age 64 when his pension started, for each $1.00 that his pension is reduced, he will receive approximately $125.04 in a lump sum payment for a total of $7,502.40 ($60.00 x 125.04 = $7,502.40).
>
> If he had elected to reduce his pension by the maximum of $120.00 (10% of $1,200.00), Carl's lump sum payment would equal $15,004.80 and his monthly benefit would be $1,080.00.

SURVIVOR BENEFITS

Husband-and-Wife Benefit

Upon retirement, the Husband-and-Wife benefit provides a lifetime benefit for you and your surviving spouse.

Beginning January 1, 1983 your pension is automatically payable as a Husband-and-Wife benefit, and there is no reduction in benefits for this form of payment.

If you separate from Covered Employment and retire after January 1, 1989, 100% of the benefit you were receiving will be paid to your surviving spouse for life upon your death.

For example, you are eligible for a pension of $950.00. Your pension is automatically paid in the Husband-and-Wife form. Upon your death on or after January 1, 1989, 100% of your benefit, or $950.00 per month, would be payable to your surviving spouse for life.

If you retired on a Husband and Wife benefit and were on the pensioner rolls as of December 31, 1988, your surviving spouse will be eligible for 100% of your benefit upon your death.

Pre-Retirement Surviving Spouse Benefit

The Pre-Retirement Surviving Spouse benefit will be calculated using the pension benefit you would have received if you had retired the day before your death.

If you are younger than Early Retirement Age (age 55) at the time of death, the benefit for your surviving spouse will be calculated as if you attained Early Retirement Age the day before your death.

Effective for death on and after January 1, 1989, if you are vested, the Pre-Retirement Surviving Spouse benefit is payable to your surviving spouse if you die before retirement and have an hour of work after January 1, 1976.

Rules for the Payment of the Husband-and-Wife and Pre-Retirement Surviving Spouse Pensions

- You and your spouse must be married for at least a year on the effective date of your pension.
- If you die before retirement, you and your surviving spouse must have been married at least a year on the date of your death.
- Upon retirement, you must have proof of marriage at the Fund Office.
- If your spouse dies before you, all pension benefits stop upon your death.
- Payments to a surviving spouse are for the spouse's lifetime. They do not stop even if the spouse remarries.

- The rights of a prior spouse or other family member to any share of your pension, as set forth under a Qualified Domestic Relations Order, shall take precedence over any claims of your spouse at the time of retirement or death.

Post-Retirement Benefit

Effective January 1, 1982, if you are age 65 or older and die after retiring on a pension and had been covered for benefits under the Lake County, Indiana N.E.C.A.-I.B.E.W. Health and Benefit Plan for ten out of the last 15 years immediately prior to retiring, your designated beneficiary shall be eligible for a $5,000 death benefit.

This benefit is not payable if at the time of your death you were eligible for life insurance under the Lake County, Indiana N.E.C.A.-I.B.E.W. Health and Benefit Plan.

You should contact the Fund Office to designate a beneficiary or update any information currently on file.

This benefit is in addition to any other survivor benefits that may be payable under the Plan.

RETIREMENT

In order to receive monthly pension payments, you must be retired. To be considered retired you must stop working in Covered Employment and obey the following rules:

Before Normal Retirement Age (generally age 65),

> not work as a building trades craftsman or in any form of construction business.
>
> If you are a Disability Pensioner, you are not entitled to your pension if you work in any type of employment.

After Normal Retirement Age,

> not be employed or self-employed for 40 hours or more in a month as an electrician in the construction industry in the geographic jurisdiction of the Union.
>
> You may work as much as you want and still receive your full pension after the April 1st following the calendar year that you attain age 70 ½.

You may request a ruling from the Trustees on whether a particular type of contemplated employment will be disqualifying employment as described above. In general, if you work as an Inspector, your work will not be disqualifying employment. However, the Trustees will be the final arbiters of whether or not your employment is disqualifying employment.

If you take a job prohibited by the Plan, you must notify the Fund Office in writing within 15 days after you start work. You will then be required to give up your pension benefits for the months during which you are so employed.

In addition, if you are younger than age 65 and fail to notify the Fund Office of prohibited employment within the 15-day period after you start work, you will be disqualified for benefits for an additional period of up to six months.

SUSPENSION OF BENEFITS

In general, the following suspension rules will apply if you return to work after you retire:

> If you are working prior to age 65, your benefits will be suspended for each month in which you work in the jurisdiction of the plan.
>
> If you are working after age 65, your benefits will be suspended for each month in which you work 40 hours or more in a month as an electrician in the construction industry in the jurisdiction of the plan.
>
> If you are working after age 70 ½, your benefits will not be suspended beginning the April 1st following the calendar year that you attained age 70 ½.

For the purposes of benefit suspension, the term "jurisdiction of the plan" means employment in the same industry, trade or craft, in Lake and/or Newton counties of the State of Indiana or in any other geographic area covered by the Plan, including any geographic area covered by a reciprocal agreement, in accordance with the Department of Labor Regulations, 29 CFR Section 2530.203-3(c).

Notice of Return to Employment

You must notify the Fund Office of your return to work within 15 days of the date of return. A portion of your benefit may be withheld when you resume benefit payments in order that the Fund may recover any benefits paid while working in disqualifying employment without providing notice to the fund.

If the Board of Trustees learns you have worked in disqualifying employment without providing proper notice, it will be presumed you have been working at least 40 hours per month for as long as the contractor for whom you work has been engaged at the construction site. This may affect the amount of your benefit when you again retire. You will have the right to overcome this presumption by establishing the actual facts.

Review of the Suspension of Benefits

You are entitled to a review of any determination suspending your benefits. You may file a written request for review with the Board of Trustees within 60 days of the notice of suspension at the address shown below:

Local 697, I.B.E.W. & Electrical
Industry Pension Fund
7200 Mississippi Street, Suite 300
Merrillville, IN 46410

In this manner, you may also request that the Board of Trustees review any contemplated employment to determine whether it will be disqualifying.

Resumption of Benefit Payments

When your benefit is suspended you will be provided with a Resumption of Benefits notice. This notice must be completed and returned to the Fund Office as soon as you learn you will cease the type of employment which caused your monthly pension benefits to stop. After this notice is received, your benefit will be paid for the months after the last month the benefit was suspended, although actual payment is not mandatory until the first of the third month following the last month of suspension.

Amount of Benefit after Suspension

When you later reretire after a return to disqualifying employment, your benefit may be recalculated if you earn at least one year of vesting service after your return to work. your pension upon subsequent retirement will be based upon any additional pension credits earned.

In addition, if you originally retired prior to age 62 (age 64 before January 1, 1987) and returned to work, your benefit will be recalculated when you later retire based on your age upon resumption of your benefit and the amount of the benefits you originally received.

Also, if you received benefits during any months when you worked in disqualifying employment, your benefit amount may be temporarily reduced for as long as it takes to recover the amount of benefits paid to you to which you were not entitled. This reduction is limited after the first check received to 25% of a monthly check if you are Normal Retirement Age or older.

APPLICATION FOR AND PAYMENT OF PENSION BENEFITS

Application for a Pension

The first step to receive a pension is to request a pension application by writing, calling or visiting the Fund Office at the address shown at the beginning of this booklet. The application should be completed, signed and returned to the Fund Office. You must send proof of your date of birth with your application. You will need to provide proof of your marriage and your spouse's birth date. If you are applying for a Disability Pension, you may have to submit to a medical examination or be required to provide proof of disability.

It is recommended that you file your application at least 60 days in advance of the date you want your pension payments to start.

Effective Date of Pension

Pensions are usually effective on the first day of the month following the month all conditions for the pension are met, including the filing of a pension application. However, because the Fund Office requires some time to process pension applications, the first few pension checks may be delayed and paid retroactively to the effective date. Therefore, it is important that a pension application be filed in advance of the month you want to receive your first pension check.

Application for Survivor Benefits

As soon as possible after your death, your surviving spouse should contact the Fund Office to find out if any benefits are payable and to request instructions about filing an application for survivor benefits.

IMPORTANT FACTS ABOUT THE PLAN

Plan Name: Local 697, 1.B.E.W. and Electrical Industry Pension Fund.
Plan's Employer Identification Number (EIN): 51-6133048
Plan Number(PN): 001
Plan Sponsor: The Board of Trustees
Plan Administrator: Board of Trustees, Local 697, I.B.E.W. & Electrical Industry Pension Fund
Plan Administration: Self-administered by individuals appointed by the Trustees to provide day to day administrative service to the Plan
Plan's Funding Type: The Plan is self-funded through payments from its Trust Fund.
Plan Year: Begins January I and ends on December 31
Plan Type: This is a defined benefit plan maintained for the purpose of providing retirement benefits to eligible participants.

Board of Trustees. A Board of Trustees is responsible for the operation of the Plan. The Board of Trustees consists of an equal number of employer and union representatives selected by the employers and Local 697 which have entered into collective bargaining agreements which relate to this Plan. To contact the Board of Trustees, the address and telephone number below should be used:

Board of Trustees
Local 697, I.B.E.W. and Electrical Industry Pension Fund
7200 Mississippi Street, Suite 300
Merrillville, IN 46410
Telephone: (219) 845-4433 or (219) 940-6181

As of January 1, 2016, the Trustees of this Plan are:

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

Collective Bargaining Agreements. This Plan is maintained pursuant to collective bargaining agreements between the employers and Local Union 697. The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of participants working under the collective bargaining agreements.

Source of Contributions. The benefits described in this booklet are provided solely through employer contributions. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements.

Pension Trust's Assets and Reserves. All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.

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, or denial or loss of any benefits are fully described in this booklet.

Interpreting the Plan. Only the Board of Trustees has the authority and discretion to interpret the Plan and to determine your eligibility for benefits and your right to participate in the Pension Fund. The Trustees have the authority, in their sole discretion, to exercise all the other powers specified in this Plan. No employer, union, or other representative, or individual Trustee is authorized to interpret this Plan or speak for or commit the Board of Trustees on any matter relating to the Pension Fund or Plan.

Any information you request about the Plan will be provided in writing and signed by the Trustees or the Administrator for the Pension Plan. Decisions of the Trustees (or of those acting for the Trustees) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be accorded judicial deference and be upheld unless it is determined to be arbitrary or capricious.

Amendment of the Plan. While the Trustees fully intend to continue the Plan, they reserve the right to alter or, if necessary, discontinue the Plan. The Plan may be amended or terminated under circumstances allowed by ERISA and the terms of the governing Trust Agreement. If the Trustees amend or terminate the Plan, they will notify you in writing of the changes to your benefits.

If the Plan terminates or ends, the money in the Trust Fund, to the extent possible, will be used to provide the benefits that are due according to the priority required by law and stated in the Plan Document. Generally, the funds would first be used to provide the benefits of retired Participants and Participants with longer service, and then would be used to provide the benefits of shorter service Participants.

Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment may be deferred to a later time. The Board of Trustees will determine when benefits are to be paid and will obtain government approval, if necessary.

Non-Duplication of Pensions You are only entitled to one pension under the Plan, except that if you are Disability Pensioner who recovers, you may later be entitled to a different type of pension.

IRS Distribution Requirements None of the benefit distribution options described in this booklet will be available unless the distributions to you and your beneficiary satisfy the certain minimum distribution requirements established by the Internal Revenue Code. (The government generally requires minimum payments to begin no later than April 1st following the year in which you reach age 70 1/2.)

Also, current federal income tax laws limit the amount of pension benefits you may receive. The maximum amount you can receive varies based on your year of birth, retirement age and year of retirement. If your accrued benefit exceeds any of the federal limits, the Plan has no choice but to reduce your benefit to the maximum amount allowed.

Tax-Free Rollovers Under the tax laws, lump sum payments of pension benefits may be eligible for tax-free rollover to an IRA or another eligible retirement plan. Whether or not a plan is an “eligible retirement plan” is determined in accordance with IRS rules. If you are entitled to a benefit that is eligible for rollover, you can have all or any portion of your payment paid in a direct rollover, meaning that your payment will be made directly to your IRA or another eligible retirement plan. The Fund Office will help you determine whether you can elect a rollover, and will explain your rights and obligations regarding rollovers and withholding requirements.

Rights and Responsibilities. As someone who is or may be eligible for benefits from this Plan, you are no doubt aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund which is used solely for that purpose. If you have had any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights were incorporated in the Employee Retirement Income Security Act (ERISA), which Congress adopted in 1974, for application to all benefit plans. Those rights are summaries at the end of this section.

Pension Benefit Guaranty Corporation. Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal retirement benefits, early retirement benefits, and certain disability benefits if you become disabled before the plan terminates or becomes insolvent and survivor benefits.

However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations. The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if a Plan has been in effect for less than five years before it terminates, or if benefits have been increased within the five years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask our Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 2020 K Street, N.W., Suite 930, Washington, D.C. 20005-4026. The PBGC may also be reached by calling (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.

Claim Processing

Approval or denial of a claim for any type of pension benefit, other than a claim for a Disability Pension, will normally be made within 90 days after the claim has been received by the Plan. Additional time may be required in special cases. If so, you will be notified in writing within 90 days after the claim is received. The written notification will explain the special circumstances necessitating the extension, and give the date by which the Plan expects to make a final decision on the claim. The extension will not last more than 90 days, which means that the maximum claim processing time is 180 days (the initial 90 days plus one 90-day extension).

The Fund Manager will determine your eligibility for benefits based upon your application and the records it maintains. In resolving any claim for benefits under the Plan, the Board of Trustees shall process and exercise the fullest extent of discretion afforded under relevant law. Benefits under this Plan will be paid only when the Board of Trustees, or persons delegated by them to make such decisions, decide, in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms of the Plan. The Board of Trustees' decisions shall be final and binding on all parties in connection with any claim for benefits, except to the extent that any such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over the matter.

Claims for Disability Pensions

In the case of an application for a Disability Pension, the initial decision on such benefits by the Fund Manager will be made within 45 days, with the possibility of further extensions by two separate periods of 30 days if the extension is due to circumstances beyond the control of the Plan. The Fund Manager will notify you of the first extension before the expiration of the initial 45-day period, and of the second extension prior to the end of the 30-day first extension. In addition, requests for additional information from the Fund Manager regarding the claim will be made within the initial 45-day time period. You will have 45 days to obtain the information and, if the information is not supplied, your claim for benefits will be denied within 30 days of the deadline to provide the information. The period for requesting review by the Trustees of an adverse decision from the Fund Manager regarding a Disability Pension is 180 days after the Fund Manager's denial of the claim.

Appeal of Denial of Benefits

If your claim for a pension benefit is denied, you will be told the reason for the denial and the way in which you can appeal the Trustees' decision.

Your written request for an appeal must be made within 60 days after the mailing date of your notice of denial or the date you receive your first benefit payment, whichever applies. You must refer to the Plan provisions on which your request is based and state the facts you believe justify a reversal or modification of the Fund Manager's decision.

You may examine pertinent documents and submit pertinent issues in writing. You may have an authorized representative act for you in requesting a review.

A person or committee designated by the Board of Trustees will review your appeal within 60 days after it is filed. Their decision will be in writing and will include the specific basis for the decision and specific references to Plan provisions on which the decision was based.

Claims for Disability Pensions
Trustee review of an adverse decision regarding a Disability Pension will ordinarily be made within 45 days of receipt of your written appeal. If the Trustees require additional time, written notice of the extension shall be furnished prior to the end of this 45-day time period, with a final decision rendered no later than 90 days after the Trustees received the appeal, unless you caused or contributed to the postponement. If the Trustees require additional medical information regarding your Disability Pension application, they must consult a medical professional who is not the same individual or a subordinate of the person requested by the Fund Manager.

Non-Assignment of Pension Benefits

The Pension Plan contains a provision forbidding you to assign, pledge or otherwise dispose of your pension payments. Your retirement payments cannot be attached, garnished or levied against by anyone to whom money is owed. However, the Plan must recognize a Qualified Domestic Relations Order

Qualified Domestic Relations Orders (QDROs)

A “domestic relations order” is a “qualified domestic relations order” (QDRO) if it creates or recognizes the existence of an alternate payee’s right to, or assigns to an alternate payee the right to, receive all or a portion of the benefit payable to a participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An “alternate payee” is a spouse, former spouse, child or other dependent of a participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits under a plan with respect to the participant.

Thus, if a QDRO requires the distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order.

The QDRO must satisfy certain legal requirements before it may be approved by the Trustees. You may want to have the QDRO reviewed by the Fund Manager before it is entered with the court. Copies of the Plan’s QDRO procedures are available from the Fund Manager free of charge.

Notification of Continued Existence

Each pensioner, surviving spouse, or beneficiary receiving monthly pension benefits will be asked, from time to time, to submit a sworn statement of his existence including a statement, in the case of a pensioner, that he has not engaged in disqualifying employment. If the statement is not completed in the allotted time, pension benefits will be stopped until the statement is submitted to the Trustees.

Summary of Rights
under
Employee Retirement Income Security Act of 1974 (ERISA)

As a participant in the Local 697, I.B.E.W. and Electrical Industry Pension Fund, 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 union halls and worksites where at least 50 plan participants are customarily employed, all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. 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 pension at normal retirement age (age 65, or if later, your age on the fifth anniversary of your participation) and, if so, what your benefits would be at normal retirement age if you stop working under the plan now. 1f 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. The plan will provide this information to the extent it is able to be based on available records.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who have the responsibility 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.

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

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

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of

Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay 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 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 (PWBA), 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. For single copies of publications, contact the Pension and Welfare Benefits Administration Brochure Request Line at 800-998-7542 or contact the PWBA field office nearest you.

You may also find answers to your Plan questions at the website of the PWBA at http://www.dol.gov/dol/pwba/.