

I.B.E.W. Local Union 697
S.U.B FUND
Summary Plan Description
SEPTEMBER 15, 2022

**IBEW LOCAL UNION 697 S.U.B. Fund
7200 Mississippi Street, Suite 300
Merrillville, Indiana 46410
(219) 845-4433 or (219) 940-6181**

To All Participants:

The Trustees of the I.B.E.W. Local Union 697 S.U.B. Fund (the Fund) are pleased to provide you with this document. This manual serves both as the Summary Plan Description Book as well as the Plan Document. It is designed to help you understand how your Plan works. This restatement of the Plan is effective as of September 15th, 2022, and contains subsequent amendments through September 15th, 2022.

The purpose of the I.B.E.W. Local Union 697 S.U.B. Fund is to provide supplemental unemployment benefits or upon retirement to provide a offset to the cost of retiree health care through the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan and/or provide a death benefit to the designated beneficiary of a Participant.

Participants are advised that the only people authorized to answer questions concerning the plan are the Board of Trustees and the staff at the Fund Office. Should you have a question regarding the IBEW Local Union 697 S.U.B. Fund, call the Fund Office at (219) 845-4433 or (219) 940-6181. If you would like to fax your question to the Fund Office, the facsimile number is (219) 844-1799. You may also visit the Fund website at www.ibew697benefits.com.

You, your beneficiaries, or legal representatives may examine the Fund document and other plan documents during regular business hours or by appointment at the Fund Office. Copies of the official Fund documents are available at www.ibew697benefits.com or at the Fund Office at: 7200 Mississippi Street, Suite 300, Merrillville, Indiana 46410

Participants and beneficiaries are reminded that they should not rely upon any oral description of the Fund because the written terms of the Fund will always govern.

The Trustees encourage you to read the following pages carefully and keep this book with your important papers for future reference.

If you have any questions about the Fund or your status under the Fund, contact the Fund Office at (219) 845-4433 or (219) 940-6181.

Sincerely,

The Board of Trustees

**THE BOARD OF TRUSTEES OF THE
IBEW LOCAL UNION 697 S.U.B. FUND**

Union Trustees:

Joree Richards
Alec Davis
Felipe Hernandez
Daniel Waldrop

Employer Trustees:

Richard Anderson
Thomas R. Corsiglia
Edward J. Shikany
William Walton

Fund Administrator

Patrick J. Keenan
IBEW Local Union 697
7200 Mississippi Street, Suite 300
Merrillville, Indiana 46410

Plan Accountant

Legacy Professionals
222 Indianapolis Boulevard, Suite 103
Schererville, Indiana 46375

Plan Counsel

Harold G. Hagberg
Hagberg & Associates
PO Box 1523
Crown Point, Indiana 46308

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Definitions

Appeal

A process by which a Participant may employ to obtain I.B.E.W. Local Union 697 S.U.B. Fund benefits or other information which have previously been denied to that Participant.

Association

The Northern Indiana Chapter, National Electrical Contractors Association, Inc.

Bank

The financial institution in which the Participant has designated that they wish the Plan to direct deposit their S.U.B. Fund benefit.

Beneficiary

1. An individual who a Participant designates; or
2. An individual(s) as decreed within a Court Order; or
3. An individual(s) designated within this Plan document:

to receive a benefit under this Plan.

Collective Bargaining Agreement

An agreement(s) in existence between the Union and Contributing Employer setting forth among other things covered employment and the IBEW Local Union 697 S.U.B. Fund contribution rate.

(Copies of these agreements may be obtained from the Trustees upon written request and are available for review in the Fund Office.)

Contributing Employer

Those employers who may contributions on behalf of the Participant to the IBEW Local Union 697 S.U.B. Fund.

(A list of contributing employers is available in the Fund Office)

Covered Employment

Employment for which an Employer is obligated to contribute to the Fund with respect to the particular Employee.

Designated Balance

The benefit amount level elected by the Participant.

Employee

A person who presently is or was employed in covered Employment or is or was covered under a Participation Agreement.

ERISA

Employee Retirement Income Security Act of 1974.

Home Local

The membership Local of an electrician.

I.B.E.W. Local Union 697 S.U.B. Fund

The Trust Fund created by the Trust Agreement and shall mean generally monies and other things of value which comprise the corpus and contributions to the I.B.E.W. Local Union 697 S.U.B. Fund.

I.B.E.W. Local Union 697 S.U.B. Fund Plan or Plan

This document as adopted by the Trustees and as thereafter amended by the Trustees.

I.B.E.W. Local Union 697 S.U.B. Fund Trust Agreement

The agreement created on May 31, 2004 and thereafter amended, entitled I.B.E.W. Local Union 697 SUB FUND Trust Agreement.

Letter of Assent

A document signed by a contractor binding said Contractor to the Collective Bargaining Agreement.

Participant

An employee who is eligible for a benefit under the Plan.

Participation Agreement

An Agreement between the Plan and a Contributing Employer which allows a Contributing Employer to make contributions to the Plan on behalf of Non-Bargaining Unit Employees and the Plan, for and in consideration of said contributions, agrees to accept said Employees as Plan Members.

Plan Administrator

An individual chose by the Board of Trustees responsible for the day to day management of the Plan and other duties conferred by the Trustees and allowable under the law.

Plan Year

January 1 through December 31.

Retirement

The act of leaving employment and applying for and accepting a Pension benefit of some

State Unemployment Benefits

Benefits received by an Employee from a state because of their unemployment.

Temporary Employee

A member of an I.B.E.W. Local Union other than I.B.E.W. Local Union 697, employed for a period of time within the jurisdiction of I.B.E.W. Local 697.

Trustees

The Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

Union

Local No. 697, International Brotherhood of Electrical Workers.

USERRA

Uniformed Services Employment and Reemployment Rights Act of 1994.

Account Balances

The I.B.E.W. Local Union 697 S.U.B. Fund is funded monthly by employer and/or reciprocity contributions.

Unless expressly authorized by the Board of Trustees of the Fund, no balance will receive any proportional share of any earned investment income.

Administration

The Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees
I.B.E.W. Local Union 697 S.U.B. Fund
7200 Mississippi Street, Suite 300
Merrillville, IN 46410
219-940-6182 (P)
219-844-1799 (F)

Trustees

<u>Union Trustees:</u>	<u>Employer Trustees:</u>
Joree Richards	Richard Anderson
Alec Davis	Thomas R. Corsiglia
Felipe Hernandez	Edward J. Shikany
Daniel Waldrop	William Walton

Administration Fees

The Board of Trustees are authorized to maintain reasonable reserves to cover the S.U.B. Fund trust expenses. To that end, the Trustees hire professional investment managers to prudently invest those assets to earn investment income to help offset Fund expenditures.

The Board of Trustees reserve the right to assess fees as they deem necessary to administer this S.U.B. Fund.

Amendment and Termination

It is the Trustees intention to continue the S.U.B. Fund indefinitely, but the Trustees reserve the right to amend, terminate or merge all or part of the S.U.B. Fund at any time for distribution of

the trust fund to members and their beneficiaries. You will be notified if any of these actions are taken.

No amendment or termination may have the effect of reducing benefit balances unless made to comply with the provisions of any laws, regulations or orders that are now or will be in force.

Amount of Weekly S.U.B Fund Benefits

The weekly IBEW Local Union 697 S.U.B. Fund benefit will be 80% of the weekly Indiana State unemployment benefit or up to a weekly maximum of three hundred dollars (\$300.00). For each week that the Participant uses this benefit, the Participant's balance will be reduced by the amount elected. The Participant is only allowed one election.

Should the Participant's IBEW Local Union 697 individual S.U.B Fund benefit balance fall below one hundred fifty dollars (\$150.00), your benefit for any eligible week will be the remaining balance..

Participants are informed that S.U.B. Fund benefits are taxable in the year received and as such must be claimed as taxable income on your federal and state income tax returns. A W2 Form will be issued to any Participant who in any given year receives a SUB Fund Benefit.

Appeals

After receipt of any determination made by the Trustees or the Plan Administrator that the Participant believes adversely affects their interest in the SUB Fund, which would include a denial of a S.U.B Fund Benefit, that Participant may appeal the decision to the Board of Trustees. The Participant's appeal to the Trustees must be in writing and cite the facts and basis of said appeal. The appeal must be received in the Fund Office within sixty (60) days after receipt, by the Participant, of the adverse determination.

The Board of Trustees will review the Participant's appeal. Under normal circumstances, the Board of Trustees will review the Participant's appeal, make their decision, and respond in writing to your appeal within ninety (90) days from the date it is received. If special circumstances require more than ninety (90) days to consider your appeal, the Trustees may extend the time limit to one hundred twenty (120) days without notice.

If the Trustees deny the Participant's appeal, they will send the Participant a written explanation of their decision, citing the specific Fund provisions relied on. The decision of the Board of Trustees is final.

Applying for Weekly S.U.B. Fund Benefits

Eligible Participants wishing to receive a weekly S.U.B. Fund benefit must:

1. Meet the three hundred dollar (\$300.00) minimum balance requirement.
2. Show proof that the Participant has received State Unemployment Compensation Benefits from one (1) of the fifty (50) United States.
3. Complete in its entirety the weekly S.U.B Fund Benefit Application Form within three hundred and sixty-five (365) days from the date of the Participant's State Unemployment Benefit Award or the date specified in that state's document demonstrating that State Unemployment Benefits from that state have been exhausted.

Warning. No S.U.B Fund benefits will be paid for any week during which the Participant is not entitled under state law to receive state unemployment compensation benefits.

Asset Management

Fund assets are held in a Trust Fund Administered by the Trustees. The Trustees may select investment managers for the Trust and for payment of benefits. The Trustees may establish two (2) or more investment funds for the Plan with different investment objectives.

If you have any questions on the management of the S.U.B. Fund, contact the Fund Office or any Trustee.

Beneficiaries

If the Participant dies with a balance in the S.U.B. Fund, your balance will be paid in accordance to the provisions set forth within the section of this document under the section titled "Death of Participant."

Participants are responsible for properly completing and submitting their S.U.B. Fund Beneficiary form to the Fund Office.

Beneficiary forms that are neither properly completed nor on file with the Fund Office prior to a Participant's death will not be honored and any proceeds will be distributed pursuant to the terms and conditions set forth in the section of the document titled "Death of Participant"

Benefits

Amount of Weekly Benefit & Eligibility Requirements

1. Amount of Benefit
 - A. The I.B.E.W. Local Union 697 S.U.B FUND benefit is a maximum of 80% of the State Unemployment benefit for any such week that the Participant is eligible for said State Unemployment benefit not to exceed three hundred dollars (\$300).
 - B. If the Participant's I.B.E.W. LOCAL UNION 697 S.U.B FUND BENEFIT BALANCE falls below their one hundred fifty dollars (\$150), that Participant will receive only their remaining balance in the S.U.B. Fund for that week, assuming that Participant otherwise qualifies for an I.B.E.W. Local Union 697 S.U.B FUND benefit.
2. To be eligible for a S.U.B. Fund Benefit a Participant must:
 - A. Be unemployed for the period in which that Participant requests S.U.B. Fund Benefits.
 - B. Meet the three hundred dollar (\$300.00) minimum balance requirement.
 - C. Present a State Unemployment Benefit Statement (or satisfactory record) from any of the fifty (50) United States showing receipt of state unemployment benefits or satisfactory document indicating that state benefits have been exhausted with adequate identification of the period for which the state benefit was paid or exhausted.
3. Pending Appeal

No I.B.E.W. Local 697 S.U.B. Fund Benefit will be paid during any period where there is an appeal pending by the state, the employer or the Participant regarding the eligibility of the Participant for State Unemployment Benefit.

Contributions

The S.U.B Fund is solely funded through employer contributions. The amount that is contributed on the Participant's behalf is determined by the terms of the collective bargaining agreement in effect at the time the Participant performed unit work under a Collective Bargaining Agreement that required S.U.B Fund contributions. Therefore, Participants are advised that contribution amounts may and can change depending on the terms of the Collective Bargaining Agreement.

All contributions received are combined into a single trust fund and remain general assets of the IBEW Local Union 697 S.U.B Fund until such time that a Participant is eligible to receive a benefit. Consequently, Participants are not vested in the balances within their accounts.

The fact that employer contributions otherwise required to the S.U.B FUND may be transferred to the Money Purchase Plan does not reduce the Employer's separate obligation to make a contribution to the Money Purchase Plan in an amount specified within the Collective Bargaining Agreement or Participation Agreement.

Death of Participant

If, at the time of a Participant's death,

1. The Participant was not covered under the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan, the individual the Participant have properly listed on the S.U.B. Fund beneficiary form will be paid the proceeds of your S.U.B. Fund balance.

If the Participant has correctly listed more than one person as a beneficiary, the balance of the Participant's balance will be split equally among the beneficiaries listed.

If no beneficiary is on record, the proceeds of the Participants account will be paid as follows:

- A. As decreed within a Court order.
- B. In the absence of a Court order as follows::

- (1) Participant's Spouse if no Spouse who survives then to,
- (2) Participant's Children if no Children who survive then to,
- (3) Participant's Parents if no Parents who survive then to,
- (4) Participant's Siblings if no Siblings who survive then to,
- (5) Participant's Estate.

2. If a Participant was covered by the Lake County Indiana NECA – IBEW Health and Benefit Plan at the time of death, and that Participant's dependent beneficiary(ies) are eligible and subsequently elect to continue coverage under the Lake County Indiana NECA – I.B.E.W Health and Benefit Plan, then the Participant's balance can be utilized by the Participant's eligible covered dependents to pay for any permissible HRA expense as delineated in the Lake County Indiana NECA – I.B.E.W Health and Benefit Plan.

Should the Participant's eligible dependent beneficiary(ies) elect not to continue coverage under the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan, then the Plan will pay the named beneficiary(ies) their share of the Participant's balance of

If no beneficiary is on record, the proceeds of the policy will be paid as follows:

- A. As decreed within a Court order.
- B. In the absence of a Court order as follows:

- (1) Participant's Spouse if no Spouse who survives then to,
- (2) Participant's Children if no Children who survive then to,

- (3) Participant's Parents if no Parents who survive then to,
 - (4) Participant's Siblings if no Siblings who survive then to,
 - (5) Participant's Estate.
3. Before any beneficiary(ies) may receive the proceeds of the deceased Participants S.U.B Fund balance, that beneficiary(ies) must:
- A. Present the Fund with a certified copy of your death certificate; and,
 - B. Present the Fund with proper identification certifying that you are the same individual that the deceased Participant listed as a beneficiary; and,
 - C. Present the Plan with a properly completed Death Benefit application within twenty-four (24) months of the death of the Participant.

Designated Balance

Participants are permitted to accumulate a Designated Balance between \$2,000.00 and \$8,000.00. Unless a Participant completes in its entirety an I.B.E.W. Local Union 697 S.U.B. Fund Benefit Change Form (hereinafter Change Form) specifying a different amount, the Designated Balance will be set for a Participant at \$2,000.00. Therefore, in order to accumulate a Designated Balance in excess of \$2,000 a Participant must complete in its entirety a Change Form.

Once employer contributions exceed the \$2,000.00 or the amount delineated on the Participants Change Form, the monies over and above the maximum amount shall be transferred to the Participant's I.B.E.W. and Electrical Industry Local Union 697 Money Purchase Plan and Trust account and invested in accord with the rules of that Plan and the elections made by the Participant;

Whenever a Designated Balance of a Participant falls below their set amount contributions received on the Participants behalf will cease being transferred to the Participant's account within the I.B.E.W. and Electrical Industry Local Union 697 Money Purchase Plan and Trust account until the Participant's Designated Balance reaches the amount set by the Participant.

If a Participant has established a Designated Balance greater than the minimum and subsequently wishes to lower that balance to an amount also greater than the minimum, they may elect to transfer those monies to their I.B.E.W. and Electrical Industry Local Union 697 Money Purchase Plan and Trust account. To do this a participant must execute a S.U.B. Fund Designated Balance Change Form and submit that form to the Fund Office.

Under no circumstances will any participant be allowed to directly receive S.U.B. Fund Benefit monies in any form other than that of a S.U.B. Fund Benefit.

Eligibility for Weekly S.U.B. Fund Benefits for All Participants

For a Participant to be eligible to receive a weekly S.U.B. Fund benefit, the Participant must:

1. Have accumulated three hundred dollars (\$300.00) in the I.B.E.W. LOCAL UNION 697 S.U.B. Fund; and
2. Be unemployed for the period in which that Participant requests I.B.E.W. Local Union 697 S.U.B Fund benefits; and
3. Show proof that you are receiving state unemployment compensation benefits.
4. Complete in its entirety the weekly S.U.B. Fund Benefit Application Form within three hundred and sixty-five (365) days from the date the Participant received a designated state form indicating the payment of Unemployment Benefits or advising that the Participant's Unemployment benefits were exhausted.

Note: No I.B.E.W. Local Union 697 S.U.B. Fund Benefit will be paid during any period when there is an appeal pending by the state, the employer, or the Participant regarding the eligibility of the Participant for State Unemployment Benefits.

Eligibility Reinstatement

Participants who lose their S.U.B. Fund benefit must once again meet the Participation requirements as set forth within this document.

Eligibility Termination

If no employer contributions are made on a Participant's behalf for a twelve (12) consecutive calendar month period and that Participant has not received a S.U.B. Fund Benefit in that same twelve (12) consecutive calendar month period then that Participant's balance in the S.U.B. Fund will be either deemed inactive (Please see "Inactive Accounts") or deemed forfeited (Please see "Forfeiture of S.U.B. Fund Benefit Balance").

Enforcement

Any and all Contributing Employers as herein defined must be signatory to an IBEW Local 697 Letter of Assent and/or other document with I.B.E.W. Local 697 or the International Brotherhood of Electrical Workers and/or I.B.E.W. International Union and must provide a bond in an amount set forth in the Collective Bargaining Agreement in effect at the time the Contributing Employer is employing member(s) of the Union.

Forfeiture of S.U.B. Fund Benefit Balance

Any active participant, or a Temporary Employee (Traveler) who:

- A. Has an account balance of LESS than \$300.00; and,
- B. Has not had a contribution by a Contributing Employer made to their I.B.E.W. Local Union 697 S.U.B. Fund within twelve-months from the last work month a contribution was reported; and
- C. Has not received a weekly I.B.E.W. Local Union S.U.B. Fund benefit during that same twelve-month consecutive period,

Will have their S.U.B. Fund Benefit balance forfeited.

Fraud

Any Participant who provides the Plan with any false information, conceals or withholds information, or commits any other dishonest or fraudulent act for the purpose of obtaining a S.U.B. Fund Benefit for which that Participant would not otherwise be entitled had that Participant complied with all provisions of the Plan, that Participant will be terminated under the Plan, their Plan balance forfeited and be required to repay any S.U.B. Fund Benefit paid by the Plan as a result of the described conduct.

The Plan may pursue any and all remedies that the Plan may have against said Participant as a result of that Participant's conduct. The Participant will also be responsible for all costs of any litigation resultant from the Participant's conduct including but not limited to attorneys' fees.

The Plan reserves the right to notify the appropriate Federal and State authorities of the Participant's conduct and will cooperate fully with said authorities under any applicable Federal or State criminal statutes.

Participants who engage in conduct as delineated herein will only be reinstated for eligibility in the Plan by vote of the Board of Trustees.

Inactive Accounts

All participants who:

- (1) Have an active account balance of \$300.00 or greater.
- (2) Have not had a contribution by a Contributing Employer made to their I.B.E.W. Local Union 697 S.U.B. Fund contribution within twelve-months from the last work month a contribution was reported; and
- (3) Have not received a weekly I.B.E.W. Local Union S.U.B. Fund benefit during that same twelve-month consecutive period.

will have their S.U.B. Fund balance transferred to their I.B.E.W. & Electrical Industry Local 697 Money Purchase Plan and Trust account. If the participant is a temporary worker (traveler), that S.U.B. Fund balance will be **RECIPROCATED** to their Home Local as follows:

- To their Defined Contribution Plan, if no Defined Contribution Plan exists in their Home Local; then
- To their Defined Benefit Plan.

Obtaining S.U.B. Fund Information

There are steps the Participant may take to enforce their rights under the S.U.B. Fund. The Participant may request information regarding the S.U.B. Fund by requesting that information in writing from the S.U.B. Fund Office. If the Participant does not receive the requested records within thirty (30) days, the Participant may file suit in federal court to request an Order from the court mandating that the information you seek is provided. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 per day for violations occurring. If said violations occurred after July 29, 1997 which said \$110 payment may be mandated by the court until such materials are received, unless the materials you request are not sent to you because of reasons beyond the control of the Fund Administrator.

If a Participant believes that the Fund fiduciaries have misused the Trust Fund monies or has discriminated against the Participant, the Participant may seek the assistance of the U.S. Department of Labor or the Participant may file suit in federal court. The court may order the entity the Participant has sued to pay costs and fees.

Release of Information

A Participant must provide the Fund Office with any required verbal or written authorization for release of any information requested.

Retirement

At retirement, if that Participant chooses to continue as a Participant in the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan, any balance that Participant has in the I.B.E.W. Local Union 697 Individual S.U.B. Fund will be transferred to the Participant's Health Reimbursement Account within the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan to help offset healthcare costs during retirement.

At retirement if that Participant chooses not to continue as a Participant in the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan, or if that participant fails to meet the retiree eligibility requirements of that Plan, any balance that Participant has in the I.B.E.W. Local Union 697 Individual S.U.B. Fund will be forwarded to the participants Money Purchase Plan & Trust account. If no Money Purchase Plan and Trust account exists, then any balance would be

forfeited and revert to the Local Union 697 S.U.B. Fund Trust and will be comingled with other Trust assets.

Severability Clause

If any provision or amendment to the Trust Agreement or the Fund should be determined or judged to be unlawful, such an illegality will apply only to the provision in question. It will not apply to any other provision of the Trust Agreement or the Fund unless such illegality would make it impractical or impossible for the Trust Agreement or Fund to function.

Temporary Employee

A Temporary Employee who has accumulated a I.B.E.W. Local S.U.B. Fund Benefit balance of \$300.00 or greater, and is no longer working within the jurisdiction of I.B.E.W. Local Union 697 and for whom no S.U.B. Fund contribution has been made by a Contributing Employer on their behalf within twelve-months from the last work month a contribution was reported and who has not received a weekly I.B.E.W. Local Union S.U.B. Fund benefit during that same-twelve month consecutive period, will have that S.U.B. Fund balance **RECIPROCATED** to their Home Local as follows:

- To their Defined Contribution Plan, if no Defined Contribution Plan exists in their Home Local; then
- To their Defined Benefit Plan.

Temporary Employees that have not met the criteria set herein will have those balances forfeited. Said balance will revert to the Local Union 697 S.U.B. Fund Trust and will be comingled with other Trust assets. **Please see the Forfeiture of S.U.B. Fund Benefit Balance provision of this Plan.**

Trustee Interpretation, Authority and Right

The Trustees have the authority to interpret the Fund, all Fund documents, rules and procedures. Their interpretation will be final and binding on all persons dealing with the Fund or claiming a benefit from the Fund. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decision is to be upheld unless it is determined to be arbitrary or capricious.

The Trustees have the authority to change the eligibility rules and other provisions of the Fund to amend, increase, decrease or eliminate benefits and to terminate the Fund, in whole or in part. All benefits under the Fund are conditional and subject to the Trustees' authority to change or terminate them.

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) protects the reemployment rights and benefits of civilian employees who enter the military for a brief, non-recurrent period and have no expectation of significant continuing military service.

This protection extends to employees to perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five (5) years or less. A uniformed military service includes active duty; active duty for training; initial active duty; full-time National Guard duty, and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service.

When you are away from covered employment due to uniformed military service covered by USERRA and return to work for a contributing employer following an honorable discharge within the parameters of USERRA, your S.U.B. Fund benefits will be protected as follows:

1. The Participant's participation will not be terminated.
2. The Participant will not forfeit any S.U.B. Fund benefit the Participant had accrued prior to uniformed military service; and
3. There is no need to requalify for participation in the S.U.B. Fund due to absence for military service. (Contributions to the Fund WILL NOT BE MADE while you are on military duty.)

Once the Participant knows that they will be entering the military service for any type of uniformed military service, the Participant should notify the Fund Office. This will assure protection of the Participant's benefit rights under the Fund. The Participant should notify the Fund Office when they are discharged and return to work with a contributing employer. To protect the Participant's rights under the Fund, that Participant must return to work within certain time limits:

If Your Length of Military

Service was . . .

Less than 31 days
31 days to 180 days
181 days to 5 years

You Must Return to Work

The next workday (with an 8 hour rest period)
Within 14 days of discharge
Within 90 days of discharge

The Participant's Rights Under ERISA

A Participant in the I.B.E.W. Local Union 697 S.U.B. FUND, is entitled to certain rights and protection under the Employee Retirement Income Security Act (ERISA). ERISA provides that all Fund Participants shall be entitled to:

1. Examination without charge, at the plan administrator's office and other specified locations, such as work sites and union halls, all fund documents, including Collective Bargaining Agreements and copies of all documents filed by the Fund with the U.S. Department of Labor, such as detailed reports and Fund descriptions.
2. Obtain copies of all Fund documents and other Fund information, upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Fund's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Fiduciaries

In addition to creating rights for Fund Participants, ERISA imposes duties upon the people responsible for the operation of the Employee benefit plan. The people who operate the IBEW Local Union 697 S.U.B. Fund, called fiduciaries have a duty to do so prudently and in the interest of you and other Fund Participants and beneficiaries.

No one, including the Participant's employer, union or any other person may fire a Participant or otherwise discriminate against a Participant in any way to prevent a Participant from obtaining a benefit or exercising their rights under ERISA.

Questions About the Fund

If a Participant has any questions about the Fund, they should contact the Fund Office. If a Participant has further questions not officially answered by the Fund Office, or they wish to bypass the Fund Office, or they have questions about ERISA, they should contact the nearest office of the Employee Benefit Security Administration, Department of Labor or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

FUND INFORMATION

Name of Plan

I.B.E.W. Local Union 697 S.U.B FUND.

Plan Identification Number

The plan identification number is 030545014.

Type of Plan

The Plan is known as the I.B.E.W. Local Union 697 S.U.B. Fund and provides a supplemental unemployment benefit; a offset to the cost of retiree health care through the Lake County Indiana NECA – I.B.E.W. Health and Benefit Plan and/or provide a death benefit to the designated beneficiary of a participant.

Type of Administration

The plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees
IBEW Local Union 697 SUB FUND
7200 Mississippi Street, Suite 300
Merrillville, Indiana 46410
(219) 845-4433 or (219) 940-6181
Fax (219) 844-1799

Service of Legal Process

The address of the agent who the Trustees have appointed for legal process is:

Patrick J. Keenan, Fund Administrator
IBEW Local Union 697 SUB FUND
7200 Mississippi Street, Suite 300
Merrillville, Indiana 46410
(219) 845-4433 or (219) 940-6181
Fax (219) 844-1799

Also, service of process may be made upon any of the Trustees.

Union and Association

The names, addresses and telephone numbers of the Union and the Association are:

IBEW Local Union 697
7200 Mississippi Street, Suite 200
Merrillville, Indiana 46410
(219) 844-6386 or (219) 945-0697
Fax (219) 945-0650
Northern Indiana Chapter
National Electrical Contractors Assn.
P.O. Box 2006

Michigan City, Indiana 46361
(800) 642-9334

Plan Year

The plan year is the twelve (12) month period beginning January 1 and ending the following December 31.

Contributing Employers

Contributions to the Fund are available to members and their beneficiaries at any time by simply writing to the Trustees.

If you and your beneficiaries would like to know if an employer or employee organization is a contributor to the Fund, you may request that information in writing from the Trustees.

Collective Bargaining Agreements

Contributions to the Fund are made based on Collective Bargaining Agreements.

(Copies of those agreements may be obtained from the Trustees upon written request and are available for review in the office of the Fund Office.)