

## I. Message from Trustees

The Trustees of the IBEW Local 481 Supplemental Unemployment Benefit Plan are pleased to present you with this Summary Plan Description or “SPD.” This SPD is only an illustrative summary of the more important features of the IBEW Local 481 Supplemental Unemployment Benefit Plan as the Plan exists as of June 1, 2015. This SPD is intended to describe to you the way in which the Plan operates, tell you what your benefits are, and inform you how and when you may obtain these benefits. It is our hope that you will find the information contained in this SPD helpful to your understanding of the Plan. Please read the information carefully.

It is the intention of the Trustees that this Plan, and any amendments to it, shall comply with the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Internal Revenue Code (“Code”), as amended, and any lawful regulations enacted pursuant to those statutes. You may obtain additional information from the Electrical Workers Fringe Benefit Administrative Office:

1828 N. Meridian Street, Suite 103  
Indianapolis, IN 46202  
Ph: (317) 923-4577  
Fax: (317) 923-7633  
<http://www.ewbtf.org>

While every effort has been made to make this SPD as accurate as possible, the final decision or determination in any matter involving your rights under the Plan is determined by the Board of Trustees. All decisions will be based upon the language of the official Plan Document and Trust Agreement and by the authorized interpretation of these documents by the Trustees in accordance with applicable law.

Only the full Board of Trustees is authorized to interpret the Plan. No other individual or organization, such as your Union or Employer, or any other employee or representative, is authorized to interpret this Plan or act as an agent of the Board of Trustees. Should you have any questions regarding the Plan, please direct them to the Board of Trustees.

## **II. Basic Plan Information**

### **A. Name of the Plan**

The name of the Plan is IBEW 481 Supplemental Unemployment Benefit Plan, hereinafter called the “SUB Plan” or “Plan.”

### **B. Important Addresses and Contact Information**

The SUB Plan is a collectively bargained Supplemental Unemployment Benefit Plan established and maintained by the IBEW Local Union No. 481 (the Union), the Central Indiana Chapter of the National Electrical Contractors Association (NECA), and the Joint Board of Trustees selected by the Union and the NECA.

#### **The address of the Union is:**

IBEW Local Union No. 481  
1828 N Meridian St # 205  
Indianapolis, IN 46202

#### **The address of NECA is:**

Central Indiana NECA  
8900 Keystone Crossing, Suite 1000  
Indianapolis, IN 46240

#### **The address of the Plan Sponsor, the Joint Board of Trustees, is:**

Joint Board of Trustees  
IBEW Local 481 Supplemental Unemployment Benefit Plan  
1828 N Meridian St # 103  
Indianapolis, IN 46202

#### **The identity and address of Fund Counsel is:**

Ledbetter Parisi LLC  
9240 Marketplace Drive  
Miamisburg, Ohio 45342

Participants and Beneficiaries, upon written request, may obtain information from the Plan Administrator (identified in Section II (F)) as to whether a particular Employer or Employee organization is a sponsor, and if so, the sponsor’s address.

### **C. IRS Identification Number**

The Employer Identification Number assigned by the Internal Revenue Service, U.S. Department of Treasury, to the Plan is 47-4203459.

**D. Type of Employee Welfare Benefit Plan**

The SUB Plan is an employee welfare benefit Plan that provides Supplemental Unemployment Compensation, Wage Replacement, Disability, Death and certain other Ancillary Benefits to Participants and Beneficiaries who are eligible for benefits under the rules set forth in the Plan Document.

**E. Type of Plan Administration**

The SUB Plan is administered by a Joint Board of Trustees.

**F. The Plan Administrator/Plan Sponsor**

The name, address and telephone number of the Plan Administrator is as follows:

Board of Trustees  
IBEW 481 Supplemental Unemployment Benefit Plan  
c/o Plan Administrator  
1828 N Meridian St # 103  
Indianapolis, IN 46202  
Ph: (317) 923-4577

**G. Agent for Service of Legal Process**

The name of the person designated as agent for service of legal process and the address at which process may be served on such person is:

Plan Administrator  
1828 N Meridian St # 103  
Indianapolis, IN 46202  
Ph: (317) 923-4577

Service of legal process may also be made on a Plan Trustee or Fund Counsel.

**H. The Names, Titles and Business Address of the Current Trustees**

**Employer Trustees:**

Edward Uppole	c/o Central Indiana Chapter NECA
Brian Miller	8900 Keystone Crossing, Suite 1000
James Tsareff	Indianapolis, IN 46240

**Union Trustees:**

Steve Menser                    c/o IBEW Local Union No. 481  
Jason Haltom                    1828 N Meridian St # 205  
Jeff Wheeler                    Indianapolis, IN 46202

**I. Collective Bargaining Agreement**

The SUB Plan is maintained pursuant to one or more Collective Bargaining Agreements between the Union and an Employer as defined in this Plan. Copies of the Agreement(s) shall be furnished to Participants and Beneficiaries on written request to the Plan Administrator and are available for examination by Participants and Beneficiaries.

**J. Source of Contributions**

The SUB Plan receives Contributions from Employers who have entered into Collective Bargaining Agreements with the Union or into participation agreements with the Trustees that require Contributions to the SUB Plan. Contributions are not attributable to a salary reduction or an election by you. The amount of Contributions is negotiated and agreed upon by IBEW Local Union No. 481 and the Central Indiana Chapter NECA, and are expressed in a written Collective Bargaining Agreement in the form of a specific payment related to each hour of service by an eligible Employee. The method by which the amount of Contribution is determined is based upon the recommendation of the Trustees of the Plan and ultimately decided by the parties who negotiate the Collective Bargaining Agreement.

**K. Plan Requirements for Eligibility for Participation and Benefits**

**1. Plan Participants**

All Employees employed or formerly employed under a Collective Bargaining Agreement that requires the Employer to make Contributions to the SUB Fund are eligible to be Plan Participants. Other persons who come within the Plan definition of an “Employee” such as employees of the Union, the Electrical Workers Fringe Benefit Administrative Office and others, may also participate in the Plan as long as Contributions are made on the Employee’s behalf pursuant to a valid Participation Agreement.

**2. Eligibility for Plan Benefits**

a) **Credits.** When you become eligible to join the Plan, a special account known as your Individual Account will be set up in your name. Benefits are determined based

on this Individual Account. The Individual Credit Accounts are bookkeeping entries only and are not individually funded. The account shall state the total amount of Contributions paid into the Fund on your behalf, less any benefits paid.

In addition, once each year an Investment Earnings credit may be calculated and allocated among the accounts of the active Participants. Whether to grant Investment Earnings credit is strictly left to the discretion of the Board of Trustees. To be eligible for an earnings credit, you must have had a positive Individual Account balance on the last day of the Plan Year and on the date the credit is applied. Investment Earnings credits are not guaranteed. Depending on the financial condition of the Plan, Investment Earnings credit may be applied at the sole discretion of the Board of Trustees.

As an eligible Participant, your right to receive Supplemental Unemployment Benefits is based upon how many credits you have earned under the Plan pursuant to a Collective Bargaining Agreement or participation agreement requiring payment of Employer Contributions into the SUB Fund, or pursuant to a similar plan that reciprocates contributions back to the SUB Fund on your behalf.

You earn benefit credits at the rate of one dollar (\$1) or a fraction thereof for each dollar and any fraction thereof in Contributions paid into the Plan by your Employer. The maximum benefit that you may accrue in your Individual Account is \$6,500. If your Individual Account exceeds \$6,500, the excess amount over \$6,500 will be automatically transferred to your account in the IBEW Local 481 Defined Contribution Plan. This automatic transfer of account balances exceeding \$6,500 will occur monthly.

**b) Plan Benefits** At the present time, the Plan provides for Supplemental Unemployment Compensation, Wage Replacement, Disability, Death and certain other Ancillary Benefits. Benefits under this Plan are not vested and the assets in your account cannot be used for purposes other than those permitted by the Plan. You will not be eligible for any benefits until at least \$1,000 has been contributed to your Individual Account on your behalf. You must complete all forms and provide all information required by the Trustees before being entitled to any benefits under the Plan. The Trustees are under no obligation or liability for the payment of

any benefit claim or Plan asset distribution absent the filing of a written application for benefits by you or an eligible Beneficiary. A brief description of each form of benefit is as follows.

**Supplemental Unemployment Compensation-** When, as an eligible Participant, you become involuntarily unemployed, the Plan pays a weekly benefit to you in an amount of \$250.00 until all benefits in your Individual Account are exhausted or you return to work. An individual who is on vacation, or receiving a retirement benefit from the National Electrical Benefit Fund (NEBF) or the IBEW Local No. 481 Pension Fund is not eligible for the weekly Supplemental Unemployment Benefit. Additionally, benefits cannot be paid for any week you are unemployed due to a labor dispute or work stoppage.

It is your obligation to file for benefits under the Plan. You must register at the Union Hall, sign the Out of Work list and be available for employment. No benefits will be paid for any week prior to the date on which you first register at the Hiring Hall. Benefits are only available for full weeks of unemployment. Written proof of involuntary unemployment such as a termination slip or confirmation of eligibility for state unemployment benefits must be furnished to the Benefit Office in support of any application for benefits.

If you have voluntarily resigned employment, SUB benefits under this Plan will be paid only if: 1) you prove that the applicable state agency has approved your application for unemployment compensation; or 2) you show proof that you voluntarily quit employment due to the non-payment of fringe benefit Contributions by the Employer on your behalf.

**Wage Replacement Benefits-** When, as an eligible Participant, you are called to serve as a juror, or must take an unpaid leave of absence pursuant to the Family Medical Leave Act, you may collect a weekly benefit in an amount of \$250.00 until all benefits in your Individual Account are exhausted or you return to work. This benefit is only available if you are not eligible for Supplement Unemployment Compensation Benefits, your employer does not compensate you for your missed time and you miss at least one week of work.

**Supplemental Disability Benefits-** When, as an eligible Participant, you suffer an injury or illness that renders you unable to perform the usual and customary duties of your occupation, you may collect a weekly benefit in an amount of \$250.00 until all benefits in your Individual Account are exhausted or you return to work. This benefit is only available if you are

not eligible for Supplement Unemployment Compensation Benefits or Wage Replacement Benefits and you miss at least one week of work. Any participant collecting Weekly Disability Benefits through the Electrical Workers Benefit Trust Fund will be deemed eligible for Supplemental Disability Benefits from this Plan.

**Supplemental Death Benefit-** In the event that you die before incurring a Break-in-Service and while a balance remains in your Individual Account, the Trustees will pay to your designated beneficiary a lump sum Supplemental Death Benefit in an amount equal to your Credit balance after all Contributions have been credited to your account following your date of death. Your Beneficiary is a person whom you designate as the person you choose to receive any Death Benefits from the Plan. You must designate your Beneficiary on the Beneficiary Designation Form. If you have failed to file a written designation of Beneficiary with the Trustees prior to your death, the Supplemental Death Benefit will be payable to your legal spouse. If there is no spouse the benefit will be paid to your children. If there are no children, the benefit will be forfeited. Upon divorce, any designation of your ex-spouse as a beneficiary will be null and void. If you wish for your ex-spouse to remain a beneficiary, you must complete a new Beneficiary Designation Form.

All Death Benefits paid from the SUB Fund may be subject to an administration fee that will be automatically deducted from the distribution. Further, this benefit is subject to any applicable federal, state and local tax withholding requirements.

**Transfer to Health Reimbursement Account at Retirement-** Retirees with a positive SUB Individual Account balance may make a one-time transfer of their Individual Account balance to the Health Reimbursement Account (HRA) maintained by the Electrical Workers Benefit Trust Fund. This option is only available to Retirees who are eligible for a tax-free HRA transfer, and the appropriate paperwork must be completed and returned to the Administrative Office.

### **III. Other Important Information**

#### **A. Loss of Benefits**

There are some circumstances that may result in disqualification, ineligibility, denial, loss, forfeiture or suspension of benefits that you or a Beneficiary might otherwise reasonably expect the Plan to provide. Those circumstances are generally described in this Section.

##### **1. Cancellation of Credits**

Each time you are paid any benefits from this Plan, your earned Credits are canceled dollar for dollar in your Individual Account. When all Credits have been canceled, you are ineligible to receive further benefits until you have earned additional Credits.

##### **2. Break-in-Service/Forfeitures**

Individual accounts are subject to the following forfeiture provisions:

If your SUB account has been inactive for twelve (12) consecutive months, you will be deemed to have a Break-in-Service and are subject to a total forfeiture of the account. "Activity" means Contributions, benefit payments, and/or Contributions made or owed to the IBEW Local 481 Pension Plan, Defined Contribution Plan or Health Plan on your behalf. At that time, any remaining balance will be returned to the general assets of the Plan.

However, the foregoing Break-in-Service provision does not apply if you provide **written proof** that the failure to earn Contributions is due to any of the following reasons:

- a. You incurred an injury or illness compensable under Workers' Compensation laws that is reported to the Plan Administrator in writing;
- b. You sustained an injury or illness that is reported to the Plan Administrator in writing;
- c. You were in the military service of the United States of America; or
- d. You provide satisfactory proof that you are working in the Electrical Trade under a collective bargaining agreement negotiated by the IBEW.

To aid in the administration of the foregoing forfeiture provision, the Benefit Office will provide you with an annual benefit statement that contains your SUB account balances, along with the date of last SUB activity and forfeiture rules. A notice will be mailed upon forfeiture and



will advise you of any appeal rights available under ERISA. All notices relating to forfeiture will be sent via regular U.S. first class mail to your last known address on file with the Benefit Office. **It is your responsibility to keep the Benefit Office updated of any change of address. The failure to do so may result in a forfeiture of all SUB Credits.**

### **3. Labor Dispute Disqualification**

You may not receive Supplemental Unemployment Benefits from the Plan if you are unemployed because of a labor dispute or work stoppage directly involving IBEW Local Union No. 481 or because you are voluntarily not working in support of a strike or work stoppage of another union.

### **4. Vacation Disqualification**

You may not receive benefits from this Plan for vacation purposes in lieu of working.

### **5. Availability for Work Disqualification**

Supplemental Unemployment Benefits are not payable from this Plan whenever the Board of Trustees determines work is readily available through the Union Hiring Hall within the jurisdiction of IBEW Local Union 481.

## **B. Return to Work**

A former Participant who has exhausted his SUB credits is permitted to return to work, have Contributions credited on his behalf and renew his participation in the Plan. A Participant who returns to work prior to a Break-in-Service may renew participation in the Plan and retain any credits in his Individual Account.

## **C. Reciprocity Agreements**

Sometimes employees who are members of unions other than IBEW Local Union No. 481 work temporarily under a Collective Bargaining Agreement requiring the payment of Contributions by their Employer into the SUB Fund on their behalf. When such employees belong to a union that also sponsors a SUB plan and the Trustees of such SUB plan enter into a "reciprocity" or "reciprocal" agreement with the Trustees of the IBEW Local Union 481 SUB Plan, the Contributions paid into the Local 481 SUB Fund are periodically paid to such employees' home SUB Plan, after deduction of any administrative service charges required by the agreement. Eligibility for Supplemental Unemployment Benefits under such circumstances is determined by

the Plan of the home fund and such Participant has no right to any benefits from the IBEW Local Union 481 SUB Plan.

If the home local of an employee working temporarily under a Collective Bargaining Agreement requiring Contributions to IBEW Local Union No. 481 SUB Fund does not sponsor a SUB plan for its members, or if the Trustees of such a SUB plan do not execute a reciprocal agreement with the Trustees of IBEW Local Union No. 481 SUB Fund, then such an employee participates in the IBEW Local Union No. 481 SUB Fund and is subject to the same service requirements as any other Plan Participant. This may result in a forfeiture of Contributions, credited service, years of service and Plan benefits, if such a temporary employee suffers a "Break-in-Service."

#### **D. Erroneous Benefit Payments and Overpayments**

If, for any reason, any benefit paid to you, a Beneficiary or any other person, is later determined to be in error, or wholly or partially in excess of the amount which such person was entitled to receive under the Plan, the Trustees may collect such erroneous benefit payment or overpayment by written demand, suit, arbitration or such other remedy as the law may provide. The Trustees may also reduce and/or withhold future benefits and/or contributions in the event you fail or refuse to repay the overpayment after 30 days have passed since the Trustees provided you with a written demand for repayment at your last known address. You may lose all or part of your earned Credits if the Trustees determine that you have made a material misrepresentation in connection with any application for benefits and the Trustees may also impose other reasonable penalties. Failure to return any erroneous benefit payment disqualifies you from receiving further or future benefits until repayment has been made in full together with any interest, legal expenses or costs that may have been incurred by the Trustees in attempting to recover the benefit.

#### **E. Entities Used by the Plan for Accumulation of Assets**

The basic organization used by the Plan for the accumulation of assets and the payment of benefits is the IBEW Local Union 481 Supplemental Unemployment Benefit Plan Agreement and Declaration of Trust, established in accordance with the Taft-Hartley Act. PNC Bank of Indianapolis, Indiana is the organization that serves as the initial depository for all Contributions

paid into the SUB Fund and is the institution from which benefit payments are issued by the Administrative Office.

The Trustees are authorized to employ professional investment managers and advisors from time to time to invest Plan assets.

During the course of investing Plan assets, the Trustees and their investment advisors and managers accumulate Plan assets in numerous banks, building and loans, money market funds, bonds, and securities. The identity of such organizations necessarily changes from time to time. A current identification of such organizations used for the accumulation of assets can be obtained from the Plan Administrator upon written request.

#### **F. Anti-Alienation**

No benefits payable at any time under this Plan shall be subject to alienation, sale, transfer, pledge, attachment, assignment or encumbrance of any kind. Any attempt to do so shall be void.

#### **G. Vesting of Benefits**

No Employee, former Employee, retired Employee, Participant, Beneficiary or any other personal shall have any right, title or interest vested in any benefit under the Trust Agreement, Plan Document, or this Summary Plan Description.

#### **H. Fiscal Year**

For purposes of maintaining the Plan's fiscal records, the Plan year is January 1 to December 31.

#### **I. Plan Claims Procedure**

##### **A. Timeframes for filing claims for benefits:**

1. Supplemental Unemployment, Wage Replacement and/or Disability Benefits: A claim for Unemployment, Wage Replacement and/or Disability Benefits should be filed as soon as possible, but no later than the Friday of the first full week for which you are claiming benefits. Benefits will not be paid retroactively, so you should not delay in filing.

2. Supplemental Death Benefits: A claim for Death Benefits shall be made within one (1) year from the date of your death unless the Board of Trustees determines that there was good cause for the delay.

**3. HRA Transfer Upon Retirement:** A request to transfer your SUB balance to your HRA account must be made prior to the date you suffer a Break-in-Service and forfeit your SUB Credits.

**B. Procedures:**

The Plan requires that the following procedure be followed in presenting claims for benefits:

**1.** The first step in applying for Supplemental Unemployment Benefits is to register on the Union's Out of Work list and file an application for benefits. Remember, you must register at the Union Hall and Administrative Office no later than the Friday of the first full week for which you are claiming benefits. No benefits will be paid for any week prior to the date on which you first register at the Union Hall and Administrative Office. You must certify that you are eligible for state unemployment benefits, or have exhausted such benefits.

**2.** You must submit the necessary application forms and other papers either at the Administrative Office no later than the Friday of the first full week for which you are claiming benefits. You may also be asked to sign a statement saying that you are unemployed and are actively seeking work.

**3.** If your claim is for a benefit other than Supplemental Unemployment Compensation, complete all forms requested at the Administrative Office and provide all information that is requested.

**4.** In the event that your claim for benefits is denied in whole or in part, the Plan Administrator will notify you of the denial within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines special circumstances require more time for processing the claim. If the Plan Administrator determines that more time is needed, you will be informed of the extension and the reason for the extension in writing before the end of the 90-day period. The extension will last no more than an additional 90-day period.

Notice of a claim denial will be in writing and will state:

- a.** The specific reason or reasons for the denial;
- b.** Specific reference to pertinent Plan provisions on which the denial is based;

**c.** A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and

**d.** An explanation of the Plan's claim review procedure including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

Within 60 days after your receipt of the written notification of denial of a claim, you may, by written application to the Trustees, request a review of the claim by the Board of Trustees. As a claimant appealing a decision of the Trustees, you can submit written comments, documents, records and other information relating to the claim in support of the appeal. You will also be provided, upon written request, reasonable access to, and copies of all documents, records and other information relevant to the claim for benefits. This information will be provided free of charge.

When the Trustees review the appeal, they will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Trustees will make a decision on the appeal no later than the date of the next Trustees meeting that follows your request for review. However, if the request for review is filed within 30 days of the next Trustees meeting, the Trustees may wait to review the claim until the second meeting following the request for appeal. If special circumstances exist, such as the need to prepare and process more information before the review, the review may take place at the third meeting following the appeal. If an extension is required because of special circumstances, the Plan Administrator will give you written notice describing the special circumstances before the extension of time begins.

The Plan Administrator will notify the claimant of the Trustees' decision as soon as possible, but not later than five (5) days following the decision. The notification of the decision will be sent to you in writing or electronically. In situations where the Trustees have elected to deny the claim, your notification will contain the following items:

- a.** The specific reason(s) for the denial;
- b.** Reference to the specific Plan provision that is the basis for the Trustees' decision;

c. A statement that you are entitled, upon request, to free access to copies of all documents, records, and other information relevant to the claim for benefits; and

d. A statement describing any voluntary appeal procedures offered by the Plan and a statement regarding your right to bring an action under Section 502(a) of ERISA.

**J. Three-Year Limitation Period**

If you wish to file suit to challenge a decision by the Board of Trustees concerning your right to benefits under this Plan, you must act within three (3) years from the date that the Board provides written notice of a decision on an appeal of an adverse benefit determination. Failure to bring an action within this three (3) year period shall forever bar such action.

**K. Unclaimed Benefits**

If any benefit payment is authorized by the Trustees out of the Trust Fund and is unclaimed for a period of one (1) year, the benefit sum reverts to the Trust Fund.

**L. Disclaimer**

The Trustees have been authorized by the sponsoring organizations, IBEW Local Union No. 481 and the Central Indiana Chapter of NECA, to establish and maintain the Plan, to determine eligibility of Employees for benefits and make such rules and regulations as they deem appropriate to accomplish the purposes for which the Trust was created. The Trust and this Plan may be terminated at any time by resolution of the Union and the Employers or when there is no longer in effect a Collective Bargaining Agreement requiring the Employers to make Contributions to the Plan. This Plan may be amended, modified or terminated by the Trustees at any time. The Trustees have full, complete and exclusive authority to interpret and administer this Plan within their absolute discretion to effectuate the purposes of the Trust and this Plan.

Tax laws change frequently. The Plan will withhold applicable taxes and pay FICA and FUTA taxes when required to do so. The Trustees make no guarantee that any amount paid to you or for your benefit under this Plan will be excludable from your gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply to or be available to you. It shall be your obligation to determine whether the receipt of any benefits payable from the Plan is excludable from your gross income for federal, state and local income tax purposes.

### **M. Additional Information**

If you have questions or need more information about this Plan, you may contact the Electrical Workers Fringe Benefit Administrative Office:

1828 N. Meridian Street, Suite 103  
Indianapolis, IN 46202  
Ph: (317) 923-4577  
Fax: (317) 923-7633  
<http://www.ewbtf.org>

### **N. Termination of the SUB Plan**

The applicable Trust Document provides for the termination of the SUB Plan by action of the Union and NECA or certain other conditions. Upon termination, the Trustees shall pay all expenses, arrange for a final audit and accounting, pay all obligations of the Trust and distribute any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of the Trust, provided, however, that such distribution shall be for the exclusive benefit of covered Employees.

### **O. Participants' and Beneficiaries' Rights under ERISA**

As a Participant in IBEW 481 Supplemental Unemployment Benefit Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as union halls and work sites 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;
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator, subject to the Administrator's making a reasonable charge for such copies;
3. 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 the summary annual report.

4. Obtain a statement telling you whether you have a right to receive a Plan benefit and if so, what your benefits would be under the Plan. If you do not have a right to a Plan benefit, the statement will tell you how many Credits or years of service you have to attain in order to be eligible to receive Plan benefits. 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.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee Benefit Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a SUB benefit or exercising your rights under ERISA. If your claim for a SUB benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. 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 United States 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 that your claim is frivolous.

If you have any questions about this statement of your rights under ERISA, you should contact the Plan Administrator or the nearest area office of the Department of Labor, Employee Benefit Security Administration listed in your telephone directory or the Division of Technical



Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**END OF DOCUMENT**

**SUMMARY PLAN DESCRIPTION  
OF  
IBEW LOCAL UNION 481  
SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND**

AS AMENDED AND RESTATED

June 1, 2015

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