



# **IBEW LOCAL No. 9 and LINE CLEARANCE CONTRACTORS 401(k) Retirement Plan**

## ***Summary Plan Description***

January 1, 2011

### **Important Note**

This booklet is called a Summary Plan Description ("SPD") and is intended to provide a brief description of the Plan's features. Complete details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan document, the Plan document (available from both the IBEW Local 9 Union Office and the Fund Office) will govern. The information provided on taxes is general in nature and may not apply to your personal circumstances. You should consult a tax advisor for more information.

### **Nota Importante**

Este folleto contiene un resumen en Inglés de sus derechos y beneficios disponibles bajo el 401(k) plan del IBEW Local No. 9 y Line Clearance Contractors. Si usted tiene dificultad en entender cualquier parte de este folleto, comuníquese con la IBEW Local No 9 o el administrador del plan quien es TIC International Corp., 6525 Centurion Drive, Lansing, MI 48917, (877) 423 - 9155 y pregunte por un traductor español. Las horas de oficina son de 6:30 am a 4:30 pm CT de lunes a viernes.



**IBEW LOCAL No. 9 and Line Clearance Contractors  
401(k) Retirement Plan**

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## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **PLAN HIGHLIGHTS**

The following information contains highlights of the Plan.  
Please read the entire Summary Plan Description for more details.

#### **Joining the Plan**

You will become a participant in the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan (the "Plan") on the first day that your employer is required to contribute to the Plan on your behalf.

#### **Employer Contributions**

Your employer makes contributions to the Plan on your behalf based on the terms of the collective bargaining agreement with the Union, or such other written agreement with the Trustees.

#### **Rollover Contributions**

You may elect to have benefits earned under another retirement plan (including a defined contribution or defined benefit plan, a 401(k) plan, a 403(b) plan or a governmental 457 plan), rollover IRA, or traditional IRA transferred or rolled over to your Rollover Account under the Plan.

#### **Obtaining More Information**

The Fund Office is managed for the Trustees by TIC International. It is located at 6525 Centurion Drive, in Lansing, MI 48917-9275. If you have any questions about the Plan you can write or call TIC at (877) IBEW-155 (423-9155). You can also contact the IBEW Local 9 Union Hall in Hillside, Illinois.

#### **Vesting**

You are always 100% vested in your 401(k) contributions, and your rollover contributions, including the earnings on these Accounts.

You will become 100% vested in any employer contributions after you have completed 501 hours of service during one year, defined as one Year of Service.

#### **Accessing Your Account**

The Plan allows only limited withdrawals from your Employer and 401(k) Account prior to retirement. But you can withdraw your Rollover Account at any time. Taxes may be due on these withdrawals.

#### **Retirement**

When you retire or otherwise cease covered employment, you may elect to have all, or a portion, of your Account paid to you as a distribution or transferred to an Individual Retirement Account (IRA) or to another eligible retirement plan. You may also elect to defer distribution of your Account.

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **AMENDMENT AND RESTATEMENT OF THE PLAN**

The International Brotherhood of Electrical Workers Local Union No. 9 & Line Clearance Contractors Pension Plan was originally established effective July 1, 1972, and has now been amended and restated by the Board of Trustees, effective January 1, 2010, and renamed the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan.

The Board of Trustees is proud of this plan and believes that this plan is an important part of your financial security. The Board of Trustees wants you, as a participant, to know about the plan. This description of the plan has been prepared to give you an idea about the terms of the plan and about how it may benefit you. You should read all parts of this description carefully so that you will not only understand the ways in which the plan may benefit you, but also so that you will understand that there are certain exclusions to coverage and limitations on the receipt of benefits which may apply to you. If you wish to obtain additional information concerning this 401(k) profit-sharing plan, this description tells you how to obtain that information.

### **LIMITATIONS OF THIS DESCRIPTION**

This description summarizes the main provisions of the plan. It is not the complete plan. A complete copy of the plan is available for your review in the union's office and in the office of the plan's Third Party Administrator, TIC International Corporation. You, your beneficiaries, or your legal representative may examine the documents that govern the Plan during regular business hours by contacting or visiting the Fund Office, located at:

TIC International Corp.  
6525 Centurion Drive  
Lansing, MI 48917-9275  
(877) IBEW-155 (423-9155)

*Participants and beneficiaries should not rely upon any oral description of the Plan because the written terms of the Plan will always govern. In addition, no one has the authority to speak for the Trustees regarding the rules or benefits of the Plan except the Trustees or the plan's Administrative Manager, to whom such authority has been delegated.*

In case of any conflict between the provisions of the complete plan and this description, the provisions of the complete plan will control.

**Most of your questions can be answered by reading this description thoroughly. If you have any question that is not answered by this description, call the Fund Office listed above.**

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **HOW DOES THE PLAN WORK?**

In order to completely understand some of the matters discussed later in this plan description, you will need to have a general idea of how a 401(k) profit-sharing plan works. Contributions are made monthly to the plan based upon the number of hours you have worked. These contributions will be credited to your individual account for the month you earn the contribution. In addition, you may choose to make pre-tax contributions (elective deferrals) to the plan. These deferrals are also allocated to your account for the month the contribution is earned. (The way in which these amounts will be distributed to participants will be discussed later in this description.) If you are now a participant, or later become a participant, an account will be set up in your name.

The contributions made to your individual account are invested by the Board of Trustees. Any gain from plan investments is credited to your account. Any loss from plan investments is charged against your account. Forfeitures of benefits of non-vested participants and administrative expenses are also allocated among the individual accounts. This allocation of forfeitures, expenses, and investment gains and losses is done every six months on June 30 and December 31 and any other date deemed appropriate by the Trustees.

If you elect to permanently leave the trade and you are vested, then your account will be distributed to you. You should refer to the Plan Document for additional terms and restrictions for qualifying for a distribution in this way.

If you are a participant or become a participant, the amount of benefits you will ultimately receive under the plan will depend primarily upon four things:

1. The amount of employer contributions credited to your account in the plan;
2. The amount of compensation you elect to defer and have contributed to the plan;
3. The net return on investments under the plan; and
4. The vested (or non-forfeitable) percentages of your account when you terminate.

You may have heard or read that the Pension Benefit Guaranty Corporation guarantees benefits vested in employee pension plans; however, this plan is a 401(k) profit-sharing plan and a 401(k) profit-sharing plan is one of the types of plans whose benefits are not permitted to be guaranteed by the Pension Benefit Guaranty Corporation.

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **WHEN MAY I PARTICIPATE IN THE PLAN?**

First, in order to be eligible for participation, you must be an employee of an employer who performs work within the jurisdiction of Local Union No. 9, International Brotherhood of Electrical Workers (referred to later as IBEW Local Union No. 9).

Second, your employer must be a party to either the Trust Agreement, which established the Plan, or to a Collective Bargaining Agreement with IBEW Local Union No. 9 (or to a Letter of Assent to such a Collective Bargaining Agreement), which requires the employer to make contributions to the Plan.

Third, as an employee, you must perform work in a bargaining unit of employees covered by a Collective Bargaining Agreement between IBEW Local Union No. 9 and your employer, (Note: If you perform work outside of the bargaining unit, you may be permitted to participate only upon an express agreement between your employer and the Board of Trustees. Additionally, you must work within the geographical jurisdiction of IBEW Local Union No. 9 and, you must perform a job closely related to the work being performed by the members of the bargaining unit.)

You will become a participant in the plan when you completed one (1) Hour of Service for an employer, subject to the above three conditions.

**Hour of Service** An hour of service means any hour for which you are paid for working for your employer. It also may include certain hours for which you are not directly paid by your employer. An hour of service is important for measuring the 501 hours of service required for benefits to accrue, the 501 hours of service for vesting, the 500 hours of service for participating in the elective deferral option, and the more than 500 hours of service required to avoid a one-year break in service (all of which are discussed below).

**Suspension or Termination of Participation** If your employment terminates after you have become a participant, and you incur a one-year break in service, your participation in the plan will be suspended until you complete one hour of service or a year of service for participation following the one-year break in service, whichever is sooner, following your return to employment.

**Breaks in Service** A one-year break in service occurs when an employee has earned no more than 500 hours of service during a plan year. In certain cases, absence due to military service, pregnancy, childbirth, or adoption, may be credited to your account with enough additional hours of service to avoid a one-year break in service for the plan year. You should check with the plan's Third Party Administrator for more information about this. Five (or more) consecutive one-year breaks in service are important because that is when you permanently forfeit any benefit that is not vested. This is further discussed below under the heading VESTED OR NON-FORFEITABLE PORTION OF PARTICIPANT'S BENEFITS.



## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **WHAT IS THE PLAN YEAR?**

The plan year is the first day of July to the last day of June, annually. The plan year is important for various reasons. For example, it is the period for which plan administration records are kept. It is also the period over which the Plan is audited.

### **HOW MUCH WILL YOUR EMPLOYER CONTRIBUTE?**

Your employer is required to make a contribution to the Plan for each Hour of Service you work according to an amount determined by the current Collective Bargaining Agreement, known as the contribution rate. As of February 1, 2011, the contribution rate is \$3.35 per hour paid.

### **COMPENSATION**

Generally, your annual compensation for purposes of determining the amount of your elective deferral, if any, and the allocation of your employer's contributions will be based on all compensation paid during the plan year by your employer to you, including overtime payments and bonuses, recorded on your form W-2 as income. It excludes all contributions by your employer to the plan and to any other retirement or deferred compensation plan maintained by your employer.

### **ELECTIVE DEFERRAL 401(k) CONTRIBUTIONS**

You may choose to contribute some of your wages to the plan instead of having those wages paid directly to you. Except as provided below, deferrals cannot exceed \$16,500 for the year ending December 31, 2011 (and as adjusted thereafter by the IRS). This election must be made in accordance with rules established by the Board of Trustees and the Third Party Administrator. You must first complete 500 hours of service in a consecutive 12-month period in order to participate in the elective deferral option.

Any elective deferral contributions will be 100% vested. You will not be required to pay any federal, state or local income taxes on these amounts until they are distributed to you from the plan. However, social security taxes will be deducted from these amounts just as they would be from your regular compensation.

### **AGE 50 "CATCH-UP" CONTRIBUTIONS**

If you will be at least age 50 by the last day of the calendar year, you may also make a "catch-up" pre-tax deferral in addition to the elective deferral discussed above. The amount of this deferral can be up to \$5,500 for the calendar years 2011, with cost of living adjustments thereafter as determined by the Internal Revenue Service.

## IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan

### SAVINGS HIGHLIGHTS

#### **Your 401(k) Contributions to the Plan**

You may contribute to the Plan (before federal and, in most cases, state income taxes) from a minimum of \$.25 per hour up to the maximum permitted by the regulations that govern the Plan.

#### **Retirement Savings Potential**

Your 401(k) contributions to the Plan are made on a pre-tax basis, which means that you will not pay federal or state income taxes on your contributions when they are made to the Plan. However, FICA and Medicare taxes will be deducted from your contributions to the Plan.

The following example illustrates how much more spendable income you can have by making 401(k) contributions.

	<u>Traditional Savings</u>	<u>IBEW 9 401(k) Plan</u>
Annual Pay	\$30,000	\$30,000
401(k) Savings	0	-1,500
Income Tax	-4,500	-4,100
SSA Tax	<u>-2,300</u>	<u>-2,300</u>
Net Pay	\$23,200	\$21,100
Regular Savings	<u>-1,500</u>	0
Spendable Income	\$21,700	<b>\$22,100</b>
<b>Benefit to You</b>		<b>\$400/yr</b>

*This example assumes that you earn \$30,000 a year, save \$1 per hour, work 1500 hours per year, and are in a 15% tax bracket. Income taxes will be assessed when you receive a distribution from the Plan.*

#### **Don't Wait**

The quicker you start adding 401(k) contributions to your Account, the bigger your Account at retirement. Look at the example below, Mr. Planner started saving early and he was able to stop early. Mr. Procrastinator got a late start and had to save more and still did not catch-up.

	<u>Mr. Planner</u>	<u>Mr. Procrast.</u>
Starting Age	25	35
Ending Age	35	65
Weekly Contribution	\$25	\$25
Total Contribution	\$13,000	\$39,000
Years Contributed	10	30
<b>Total Account at 65</b>	<b>\$218,878</b>	<b>\$162, 547</b>

*This illustration is hypothetical and does not represent a specific investment. It is for informational purposes only. It assumes both individuals earn a consistent 8 percent annual return. All retirement values will be taxed upon distribution.*

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **MILITARY SERVICE**

If you leave employment for certain periods of military service and return to covered employment you will be credited with vesting service and employer contributions in accordance with the rules under the Uniformed Services Employment and Reemployment Rights Act of 1994.

### **Employer Contributions**

You will generally be credited with the hours of service for each week of military duty that is equal to the average weekly hours of service you completed during the one-year period (or shorter period if you had not been employed for a full year) immediately preceding the period of military duty.

### **Right to Make Up 401(k) Contributions**

Upon returning from your military leave you are also allowed to make up any Elective Deferral 401(k) contributions you would have been permitted to make had you been actively employed. Your employer must allow you to make up such contributions over a period equal to 3 times the length of your military leave, up to a maximum of 5 years. The total amount you will be able to contribute may be subject to IRS limitations.

### **Timely Return to Work from a Military Leave**

To receive employer contributions for the period of your military leave and to be eligible to make-up 401(k) contributions, you must make yourself available for work on a timely basis.

As a general guideline, the following time frames apply:

- If the leave was less than 31 days, you must report to work on your next regularly scheduled workday following the return home from leave (and allowing for 8 hours of rest).
- If the leave lasted 31 to 180 days, you must make application to your participating employer within 14 days of returning from leave.
- If the leave exceeded 180 days, you must make application to your participating employer within 90 days.

If you cannot meet the foregoing return to work guidelines due to your convalescence from a service-related injury or disability, you must be given a reasonable amount of additional time to return to work, consistent with applicable law.

In the case of your death while performing qualified military service your beneficiaries shall be entitled to any additional benefits provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death.

You should contact the Fund Office if you have any questions regarding this provision.

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

### **HOW ARE INVESTMENT EARNINGS (OR LOSSES) ALLOCATED TO INDIVIDUAL PARTICIPANT'S ACCOUNTS?**

The Fund is valued twice each year on the last business day of June and December. The Net Investment Income is then allocated on a pro rata basis to your Individual Account, based on your Average Account Balance over this six month valuation period.

Your Average Account Balance is calculated by taking the value of your Individual Account as of the previous Valuation Date, adding all contributions received and subtracting all distributions made between Valuation Dates, to create a preliminary ending balance. These beginning and ending account balances are then averaged and the Net Investment Income is allocated to your account in proportion to the Average Account Balance for all Individual Accounts in the Fund. However, if you receive a full distribution of your Account (ie your preliminary balance is zero at the end of the valuation period), your Individual Account will not be credited with any investment income (or losses) for that valuation period.

Your Individual Account may include an Employer Contribution Sub-Account, a MPP Contribution Sub-Account, a 401(k) Sub-Account, and/or a Rollover Sub-Account.

### **VESTED OR NON-FORFEITABLE PORTION OF PARTICIPANT'S BENEFITS**

**Vesting** The portion or percentage of the employer contributions, which will eventually be distributed to you after you have terminated employment, is called the non-forfeitable or vested percentage.

If you are a participant, you will be 100% vested under any of the following circumstances:

1. You have completed 501 Hours of Service in one (1) Plan Year; or,
2. You have not completed 501 Hours of Service in one (1) Plan Year but:
  - a) You have reached the Normal Retirement Age of 55, which is calculated by adding your actual age to your years of service in the plan. (For instance if you are age 45 and have earned 10 years of service under the plan, you have reached the Normal Retirement Age of 55); or,
  - b) You die while still working for your employer; or
  - c) You become totally and permanently disabled while still working for your employer; or,
  - d) The Plan is terminated.

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If you are 100% vested, all contributions credited to your account, adjusted for investment gains, losses, forfeitures, and administrative expenses, will be distributed to you. (The time and manner in which your benefits will be distributed is discussed under the heading DISTRIBUTION OF BENEFITS, below.)

**Forfeiture** If you terminate your employment before you have worked 501 hours in any one Plan Year for any reason other than having reached the Normal Retirement Age, death, or total and permanent disability, and if the Plan has not been terminated, then your vested percentage is 0%. This means that the amount of contributions allocated to your account will be forfeited, after you have incurred five consecutive one-year breaks in service, and reallocated among the other participants remaining in the Plan.

The plan contains this provision in order to encourage plan participants to remain employees of the contributing employers. Another reason is that the Fund incurs great expense when starting up new accounts and this leads to a decrease in overall benefits. The vested percentage of your account is determined as follows:

<b><u>Years of Service for Vesting</u></b>	<b><u>Vested Percentage</u></b>
Less than 501 hours in any 1 Plan Year	0%
501 hours or more in any 1 Plan Year	100%

**Year of Service for Vesting** A year of service for vesting is a plan year in which you earn at least 501 hours of service with your employer. Once you have completed one year of service for vesting, you are 100% vested under the plan.

### **HARDSHIP DISTRIBUTIONS**

If you have made pre-tax elective 401(k) deferrals and you have a hardship reason for withdrawing some of the funds in your account, you may apply to the Board of Trustees for a hardship withdrawal. However, you can only withdraw contributions (no earnings) from your elective deferrals account. The amount of your withdrawal is further limited to your actual hardship need, as discussed below.

A hardship withdrawal may only be made for the payment of (i) medical expenses, (ii) the purchase of a principal residence, (iii) tuition for post-secondary education, or (iv) payments necessary to prevent eviction from, or mortgage foreclosure of, your residence, (v) burial or funeral expenses for your parent, spouse, or dependent, (vi) expenses for the repair of damage to your principal residence that would qualify for a casualty deduction under IRC Section 165, or (vii) other immediate and heavy financial need as determined by the Trustees, provided the need cannot be relieved from other resources that are reasonably available to you.

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In addition, (i) the amount of the hardship distribution cannot exceed the amount of the hardship need (including income taxes which will be due on the distribution), (ii) you must have received all distributions or loans available from other plans maintained by your employer, and (iii) you cannot make any more elective deferrals for the 6-month period following receipt of the distribution, and (iv) you may not make elective deferrals for the taxable year immediately following the taxable year in which the hardship distribution is made in excess of \$15,000 (adjusted for the cost of living) minus the elective deferrals, if any, made in the calendar year of the hardship distribution.

### **DISTRIBUTION OF BENEFITS**

**Qualifying Events** You will be qualified to receive your vested accrued benefits when you terminate your employment due to one of the following qualifying events:

1. Upon reaching the plan's Normal Retirement Age of 55 which is determined by adding your age to your years of service; or
2. Upon your death; or
3. Upon your total and permanent disability; or
4. Upon Leaving the Trade (an intent to leave the trade permanently and not work as a tree trimmer for any contractor signatory to a collective bargaining agreement within the jurisdiction of IBEW Local Union No. 9 and not have worked for at least three consecutive months in the trade).

**Time of Distribution** After you have terminated your employment and if you have satisfied one of the Qualifying Events (explained above) you may elect at any time within 90 days after such event occurs or as soon thereafter as is administratively feasible to receive your vested accrued benefits. If your benefits are not 100% vested upon distribution, your entire accrued benefits will be subject to forfeitures.

You may incur a 10% penalty tax if distributions are made to you before age 59½, certain exceptions may apply.

Benefits must be distributed to you beginning no later than April 1 of the year following the calendar year in which you attain age 70½, even if /unless you are still working.

**Manner of Distribution** At your election, benefits may be distributed in any one of the following ways (subject to the restrictions contained below and in the section titled A SURVIVOR OR JOINT AND SURVIVOR ANNUITY):

1. A lump-sum paid in a single payment; or,
2. An annuity, payable not less frequently than annually during your lifetime (including a Qualified Joint and 75% Survivor Annuity, and an Optional Joint and 50% Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity. See below under the separate heading: A SURVIVOR OR JOINT AND SURVIVOR ANNUITY); or

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3. Approximately equal periodic installments paid over a time not exceeding your life expectancy. Installment payments may be made payable annually or more frequently during your lifetime until your account balance reaches zero. (Note: if you elect this form of payment, the Board of Trustees has retained the right to determine if your requested periodic payment schedule is too burdensome upon the Plan Administrator and it may reject or modify your request); or,
4. A direct rollover to an Individual Retirement Account (IRA) or another qualified retirement plan. A direct rollover is a transfer from the Plan Administrator to an IRA or another tax-qualified retirement plan, which accepts direct rollovers. This type of rollover will avoid the requirement of an automatic 20% withholding on the distribution, which may occur if the distribution is made directly to you. The Board of Trustees will provide you with further information on a direct rollover prior to the time you may make such an election.

**Restrictions** If you are married for at least one year when you reach a Qualifying Event, then your wife must agree in writing to your choice of benefit distribution, other than a joint and survivor annuity. You have the right to elect not to receive benefits in the form of a joint and survivor annuity, provided your spouse consents to your election. These rights of election are so important that they are discussed below under the separate heading, A SURVIVOR OR JOINT AND SURVIVOR ANNUITY.

### **A SURVIVOR OR JOINT AND SURVIVOR ANNUITY**

**A Joint and Survivor Annuity** Generally, if you do not choose to receive your benefit in a different form, the plan requires that a joint and survivor annuity be paid to you if your distributions begin before your death and if you are married at the time the distributions begin. If you are not married at the time your distributions begin, and you do not elect otherwise, you will be paid a single life annuity. Under a joint and survivor annuity, if your spouse survives you, she or he will receive monthly payments equal to 75% of the monthly payments, which were made to you.

For example, if a participant with a joint and survivor annuity received \$1,000 per month during his lifetime, his wife, if she survived him, would receive \$750 per month. (The exact amount she or he would receive would have been determined by the Plan Administrator prior to the date distributions to the participant began.)

However, you may elect not to receive a joint and survivor annuity (or a single life annuity if not married). You might wish to make such an election for various reasons: for example, often the combined life expectancy of a participant and his spouse is longer than the life expectancy of the participant alone. In such a case, the joint and survivor monthly annuity payments would be less than the single annuity payments. Thus, you may choose not to receive a joint and survivor annuity so that monthly annuity payments to you during your lifetime would be greater than under the joint and survivor annuity. Or, perhaps you wish to have distributions made to you in a different form than a life annuity.

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

No less than 30 days and no more than 180 days before the anticipated starting date of a joint and 75% survivor annuity (or an optional joint and 50% survivor annuity or a single life annuity if you are not married), the Plan Administrator will distribute to you information concerning your right to elect not to receive a joint and 75% survivor annuity (or an optional joint and 50% survivor annuity or single life annuity if not married). If you request it at that time, the Plan Administrator will also furnish you with more detailed information on the economic effects of such an election.

You will then have the right, with the consent of your spouse (if married), up until the date of your first distribution, to elect in writing not to receive a joint and 75% survivor annuity, or an optional joint and 50% survivor annuity or single life annuity if you are not married. The consent of your spouse to the election not to receive a joint and survivor annuity must be witnessed by a plan official or notary and must be on a written form supplied by the Plan Administrator.

**An Optional Joint and Survivor Annuity** If you elect to waive your rights to the Qualified Joint and 75% Survivor Annuity and your spouse consents on the forms provided by the Fund Office, you may elect to receive your benefit as an Optional Joint and 50% Survivor Annuity. Under the optional joint and 50% survivor annuity, if your spouse survives you, she or he will receive monthly payments equal to 50% of the monthly payments, which were made to you. For example, if a participant with a joint and survivor annuity received \$1,000 per month during his lifetime, his wife, if she survived him, would receive \$500 per month. (The exact amount she or he would receive would have been determined by the Plan Administrator prior to the date distributions to the participant began.)

No less than 30 days and no more than 180 days before the anticipated starting date of a joint and 75% survivor annuity (or the optional joint and 50% survivor annuity or a single life annuity if you are not married), the Plan Administrator will distribute to you information concerning your right to elect not to receive a joint and survivor annuity (or the optional joint and survivor 50% annuity or single life annuity if not married). If you request it at that time, the Plan Administrator will also furnish you with more detailed information on the economic effects of such an election. You will then have the right, with the consent of your spouse (if married), up until the date of your first distribution, to elect in writing not to receive a joint and 75% survivor annuity, or the optional joint and 50% survivor annuity or single life annuity if you are not married. The consent of your spouse to the election not to receive a joint and survivor annuity must be witnessed by a plan official or notary and must be on a written form supplied by the Plan Administrator.

**A Survivor Annuity** If you die prior to the anticipated starting date of a joint and survivor annuity, the plan provides that your spouse will receive a survivor annuity under certain circumstances. If you die prior to normal retirement age, while married, your spouse will then be entitled to receive survivor annuity benefits equal to the benefit she or he would have been entitled to receive if the plan had started paying a joint and survivor annuity to you and your spouse one day before your death. If you are married you may elect, with the consent of your spouse (in the manner described in the plan), not to receive this pre-retirement survivor annuity.



## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

In the case of an unmarried employee, your accrued benefit will be distributed to your designated beneficiary or, if you failed to designate a beneficiary, it will be distributed according to applicable law.

### **DESIGNATION OF BENEFICIARY**

You should designate a beneficiary to receive any benefits which would become payable upon or after your death. This designation must be made in writing on a form approved by the Trustees. We have included a Designation form with this Summary Plan Description. However, your Designation will not be considered valid until you have signed and dated the Designation form and it has been received by the Fund Office prior to the date of your death. If you do not make such a designation, your vested accrued benefits will be distributed in the following order of priority to the deceased Participant's: (a) Spouse; (b) Lineal descendants; (c) parents; or (d) estate.

If you are married, but you and your spouse agree to name someone else as your beneficiary, the plan provides for a procedure for your spouse to consent to not be named as your sole beneficiary. If the procedure in the plan is not followed, your spouse may well be your beneficiary, even though you have named a different beneficiary. If you designate your spouse as your primary beneficiary and subsequently divorce, your designation becomes invalid on the date of your divorce. Likewise, if you are unmarried, designate a beneficiary, and later become married, the pre-marital designation becomes invalid upon the first anniversary of your marriage. For more information on designating a beneficiary, please contact the Plan Administrator.

### **FILING CLAIMS FOR BENEFITS**

You, as a participant, or your beneficiary (in the event of your death), should file a written application with the Plan Administrator, requesting a distribution of benefits within ninety (90) days after the qualifying event has occurred or as soon as possible thereafter. If your claim, or that of your beneficiary, is denied, the reasons for the denial will be given to you or your beneficiary in writing. You or your beneficiary will then have 60 days (180 days for a claim involving disability) from the date of notice of denial of your claim to appeal the decision in writing to the Board of Trustees. The appeal will then be given a full and fair review by the Board of Trustees.

### **RIGHTS OF PARTICIPANTS**

As a participant in the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. Title I of ERISA provides that all plan participants shall be entitled to:

**1. Receive Information About Your Plan and Benefits:** You have the right to examine, without charge, at the Plan Administrator's office and at other specified locations such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, the latest summary plan description, and the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

Upon written request to the Plan Administrator, you have the right to obtain copies of all plan documents and other plan information described in the preceding paragraph. The administrator may charge you a reasonable fee for the copies.

You have the right to receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.

You have the right to obtain, once a year, a statement of your total, vested accrued benefits and a statement of the earliest date on which your benefits will become vested. The statement must state what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. The Plan may require a written request for this statement, but it must provide the statement to you free of charge.

**2. Prudent Actions by Plan Fiduciaries:** In addition to creating rights for plan participants, Title I of ERISA imposes duties upon the people who are responsible for the operation of the 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.

**3. Enforce Your Rights:** If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to a written explanation as to why this was done, and a right to obtain copies of documents relating to the decision, free of charge. You also have the right to have the plan review and reconsider your claim.

Under Title I of ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan's Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If you believe plan fiduciaries have misused the plan's money, or if you believe you have been discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **IBEW LOCAL No. 9 and Line Clearance Contractors 401(k) Retirement Plan**

**Assistance with Your Questions:** If you have any questions about your plan or this summary, you should contact the Plan Administrator, TIC International Corporation. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or contact 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. You may also find answers to your questions and a list of EBSA field officers at the website of the EBSA at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### **AMENDMENT AND TERMINATION**

The Board of Trustees expects to continue the plan indefinitely, but reserves the right to terminate the plan or to amend it at any time. The Board of Trustees also reserves the right to suspend contributions if it is determined that continuation of contributions is impossible or inadvisable. If the plan is terminated, or if the employer contributions to the plan are permanently discontinued, each participant will be entitled to receive the entire amount of his account.

**IBEW LOCAL No. 9 and Line Clearance Contractors  
401(k) Retirement Plan**

**IDENTIFYING DATA**

**Tax ID Number:** 36-6519755

**DOL Plan Number:** 002

**Type of Plan**

The Plan is a type of defined contribution plan known as a profit sharing 401(k).

**Type of Administration**

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

**Union Trustees**

Robert W. Pierson, Chairman

John Burkard

Robert Cook

William Niesman

Craig Nolan

Robert Spychalski

**Employer Trustees**

Richard Heller, Secretary  
Asplundh Tree Expert Co.  
7942 South Madison Street  
Burr Ridge, IL 60527

Union Trustees may be contacted at:

IBEW Local 9  
4415 West Harrison Street  
Suite 330  
Hillside, IL 60162-1900  
(708) 449-9000  
(708) 449-9001 fax

**Agent for Service**

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

TIC International Corp.  
6525 Centurion Drive  
Lansing, MI 48917-9275  
(877) IBEW-155 (423-9155)

(In addition, service of legal process may be made upon any plan trustee, whose names and addresses are listed under this heading.)







