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### PLEASE NOTIFY THE FUND OFFICE IMMEDIATELY IF:

- You change your home address or marital status.
- You wish to name or change a beneficiary.
- You need the forms required to request a distribution from the Plan.

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## INTRODUCTION

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The Board of Trustees is pleased to provide you with this Summary Plan Description (the "SPD"). The SPD should answer many questions that you may have about the Plan. Please read the SPD carefully and keep it for your reference. Important words used in this SPD or in the Plan are capitalized; capitalized terms are defined either where they are used or in the **DEFINITIONS** Section of this SPD.

The Plan was established by the Union and the Association. The Plan is a money purchase pension plan, a type of defined contribution plan. It is designed to provide retirement benefits for collectively bargained employees. A Participant's benefit under the Plan is based on contributions by Employers that are credited to his Account, and any allocable expenses or investment earnings or losses. The Plan is intended to satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974. As such, you are responsible for the investment of your account and the Trustees disclaim any liability for your decisions regarding investments.

The Board of Trustees has retained National Employee Benefit Administrators, Inc. ("NEBA") to maintain the Fund Office and to provide third party administrative services for the Plan. If you have any questions about this SPD, or if you need additional information about your benefits under the Plan, you should contact the Fund Office at the following address:

IBEW Local 613 Defined Contribution Pension Plan  
3715 Northside Parkway, Suite 2-495  
Atlanta, Georgia 30327  
Telephone: 1-800-922-1613

The Plan was adopted effective January 1, 1984, and it has been amended and restated since its adoption. This SPD relates to provisions of the Plan as in effect beginning July 1, 2016. If you need information about the Plan as in effect before July 1, 2016, please contact the Fund Office. In addition, you may contact John Hancock at 1-800-333-2526 if you have not retired from the IBEW Local 613 and Contributing Employers Pension Plan (the "Defined Benefit Plan"), a defined benefit plan in place prior to 1984 that provided retirement benefits based on years of credited service or 1-800-395-2364 if you are currently in pay status with the Defined Benefit Plan for information on that plan.

This SPD does not provide legal or tax advice. In addition, this SPD is not intended to cover all matters addressed in the Plan. Instead, the SPD is designed to give Participants and Beneficiaries a general idea of their benefits and rights under the Plan. If questions arise, or if any provision of this SPD is inconsistent with that of the Plan, the Trust Agreement or the applicable Collective Bargaining Agreement, all decisions will be based on the provisions of the Plan, the Trust Agreement and/or the Collective Bargaining Agreement, the governing documents of the Plan.

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## ELIGIBILITY AND PARTICIPATION

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### **AM I ELIGIBLE TO PARTICIPATE IN THE PLAN?**

You are eligible to participate in the Plan if your Employer is required to make contributions to the Plan on your behalf. Service for which your Employer makes contributions is called Hours of Employment.

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

You will become a Participant on the date you first complete an Hour of Employment.

A former Participant who later returns to work for an Employer will become a Participant on the date he is reemployed.

### **HOW LONG WILL I CONTINUE TO PARTICIPATE IN THE PLAN?**

Once you become a Participant, you will continue to be a Participant in the Plan as long as an Account is maintained on your behalf.

### **HOW IS MY ACCOUNT SET UP?**

Assets are held in trust by the Trustees pursuant to the Trust Agreement. The Trustees have selected Vanguard as the custodian of the assets of the Trust. Accordingly, when you become a Participant, the Fund Office will open an Account for you with Vanguard following the first month in which contributions are received on your behalf. Title to the Account is in the name of the Trustees. For example, an Account opened for John Smith will be held in the name: Board of Trustees of the Plan for the benefit of John Smith.

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## CONTRIBUTIONS AND EXPENSES

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### **HOW ARE AMOUNTS ALLOCATED TO MY ACCOUNT?**

Contributions from contributing Employers are required pursuant to an applicable Collective Bargaining Agreement or other participation agreement. Contributions are allocated to your account on a monthly basis, depending on when they are received. For example, contributions for the hours that you work in January will be received by the Fund Office at the end of February and will be deposited to your account by around the middle of March, after they have been processed and reconciled. If contributions are not remitted timely to the Fund, they may be allocated to your account at a later time.

Each quarter you will receive a statement from Vanguard that shows the total amount allocated to your account during the last three months. You should review your statement and let the Fund Office know of any errors as soon as possible.

Amounts allocated to Accounts are always 100% vested and non-forfeitable.

### **HOW ARE THE EXPENSES OF THE PLAN PAID?**

In order to cover the Plan's administrative expenses, including those charged by the Administrative Manager and other professionals, an amount will be debited from participant accounts each quarter in the amount of these expenses. This debit will occur on a pro rata basis, which means that the amount debited from each account will be in proportion to the value of each account.

Fees charged by Vanguard, including their recordkeeping fee and fees for optional Vanguard services you may elect, such as Managed Accounts, as well as fees charged for QDRO processing, will be debited directly from your account. These debits will be reflected on each quarter's statement.

Each year you will receive a fee disclosure notice which will provide additional detail on how fees are paid, including those fees which are built-in to the investment choices.

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## **INVESTMENT OF ACCOUNTS**

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### **CAN I DIRECT THE INVESTMENT OF MY ACCOUNT?**

The amount allocated to your Account for your first allocation as a new participant will be invested in the Vanguard LifeStrategy Conservative Growth Fund, which is the Plan's "qualified default investment alternative" or "default" fund unless/until you choose to opt out and select your own fund(s). Thereafter, you may invest the assets allocated to your Account in one or more of the investment choices selected by the Trustees as investment options for Accounts. These investment choices are referred to as Available Investment Options. To execute an exchange or transfer among the Available Investment Options, you should contact Vanguard at [www.vanguard.com](http://www.vanguard.com) or 1-800-523-1188. Although you may change your investments at any time, Vanguard limits the number of times that you may make a substantial exchange out of and back into any one Available Investment Option to no more than four times in any twelve month period, with each time not closer than 90-days apart.

You are responsible for any losses or gains resulting from your choice of investment options. The Trustees of the Plan are not responsible for any losses that may result from the investment choices you make.

You will receive quarterly statements from Vanguard summarizing the activity in your Account.

### **WHAT ARE MY INVESTMENT OPTIONS?**

As of July 1, 2106, The Available Investment Options are:

#### **Balanced Funds**

- Vanguard LifeStrategy Conservative Growth Fund (VSCGX) (the "default" fund)
- Vanguard LifeStrategy Growth Fund (VASGX)
- Vanguard LifeStrategy Income Fund (VASIX)
- Vanguard LifeStrategy Moderate Growth Fund (VSMGX)
- Vanguard Target Retirement 2010 Fund (VIRTX)
- Vanguard Target Retirement 2015 Fund (VITVX)
- Vanguard Target Retirement 2020 Fund (VITWX)
- Vanguard Target Retirement 2025 Fund (VRIVX)
- Vanguard Target Retirement 2030 Fund (VTTWX)
- Vanguard Target Retirement 2035 Fund (VITFX)
- Vanguard Target Retirement 2040 Fund (VIRSX)
- Vanguard Target Retirement 2045 Fund (VITLX)
- Vanguard Target Retirement 2050 Fund (VTRLX)
- Vanguard Target Retirement 2055 Fund (VIVLX)
- Vanguard Target Retirement 2060 Fund (VILVX)
- Vanguard Target Retirement Income Fund (VITRX)
- Vanguard Wellington Fund Admiral Shares (VWENX)

#### **Short Term Reserve Funds**

- Vanguard Prime Money Market Fund (VMRXX)

#### **Bond Funds**

- Vanguard GNMA Fund Admiral Shares (VFIJX)
- Vanguard Total Bond Market Index Fund (VBTIX)

## Stock Funds

Vanguard Explorer Fund Admiral Shares (VEXRX)  
Vanguard Growth Index Fund Admiral Shares (VIGAX)  
Vanguard Institutional Index Fund (VINIX)  
Vanguard Mid-Cap Growth Fund (VMGRX)  
Vanguard Mid-Cap Index Fund (VMCIX)  
Vanguard PRIMECAP Fund Admiral Shares (VPMAX)<sup>1</sup>  
Vanguard REIT Index Fund (VGSNX)<sup>1</sup>  
Vanguard Selected Value Fund (VASVX)<sup>1</sup>  
Vanguard Total Stock Market Index Fund (VITSX)  
Vanguard Windsor II Fund Admiral Shares (VWNAX)

## International Stock Funds

Vanguard International Growth Fund Admiral Shares (VWILX)<sup>2</sup>  
Vanguard International Value Fund (VTRIX)<sup>2</sup>  
Vanguard Total International Stock Index Fund (VTSNX)<sup>2</sup>

The Available Investment Options may be modified by the Board of Trustees at any time, but there will always be at least three different, internally diversified investment options with materially different risk and return characteristics. Information about the investment portfolios which comprise each of the Available Investment Options listed above is available from Vanguard. You can also obtain a prospectus, a description of the annual operating expenses of each mutual fund, copies of any financial statements and any other educational material relating to the Available Investment Options provided to the Plan, information concerning assets in each mutual fund, and information concerning the value of each mutual fund held in your account. You can also contact Vanguard to learn more about the tools and educational materials they have available to help you with your investment choices. To receive this information, you should contact Vanguard at:

**[www.vanguard.com](http://www.vanguard.com) or 1-800-523-1188**

Certain Funds may assess a redemption fee when individual investors sell or redeem shares. These fees are paid directly to the funds to offset for shareholders the costs of security transactions.

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<sup>1</sup> Redemption fee of 1% if held less than 1 year

<sup>2</sup> Redemption fee of 2% if held less than 2 months

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## QUALIFIED DOMESTIC RELATIONS ORDERS ("QDROS")

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A Court may enter an order that awards your spouse, former spouse, child or other dependent all or a portion of your Account in connection with a divorce or support proceeding. Benefits will be paid as provided in the order only if the Fund Office determines that the domestic relations order is a Qualified Domestic Relations Order ("QDRO"). The Board of Trustees (not Vanguard) is responsible for determining whether an order entered by the Court is a QDRO.

Your spouse, former spouse child or other dependent will NOT be entitled to receive a distribution from the Plan when the QDRO is entered unless you have attained "earliest retirement age under the Plan," as that term is defined by the Internal Revenue Service for QDRO. In general, "earliest retirement age under the Plan" is age 55 with 10 Years of Service. If you have not attained earliest retirement age under the Plan when the QDRO is entered, the amount awarded to your spouse, former spouse, child or other dependent will be transferred to a separate Vanguard account for the benefit of your spouse, former spouse, child or other dependent and distributed at a later date (*i.e.*, after you attain earliest retirement age).

The Board of Trustees has adopted procedures for processing QDROs. You may obtain a copy of the procedures, at no charge, from the Fund Office. If you are involved in a divorce or separation proceeding, you or your counsel are encouraged to submit any proposed QDRO to the Fund Office for review before the QDRO is entered by the Court.

The Plan charges a fee of \$1,000 for processing a QDRO. This fee will be assessed at the time the QDRO is submitted and will be used to offset the Plan's legal fees incurred for the qualification and processing of the QDRO. The fee will be debited from your account unless the QDRO itself provides specific guidance to the contrary with regards to this payment.

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## DISTRIBUTIONS

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### WHEN CAN I RECEIVE A DISTRIBUTION OF MY ACCOUNT?

- **Normal Retirement** – If you cease to work in Covered Employment on or after your Normal Retirement Date, you will be eligible to receive a distribution of your Account. Your Normal Retirement Date is the first day of the month following your 62<sup>nd</sup> birthday.
- **Early Retirement** – If you cease to work in Covered Employment on or after your Early Retirement Date, you will be eligible to receive a distribution of your Account. Your Early Retirement Date is the later of (1) the first day of the month following your 55<sup>th</sup> birthday, or (2) the end of the Plan Year in which you complete 10 Years of Service.

**NOTE:** It is necessary to RETIRE from Covered Employment to be eligible to receive a distribution from the Plan. YOU MAY NOT CONTINUE TO WORK IN THE TRADE AND RECEIVE A DISTRIBUTION.

If you retire under the early retirement provisions, receive a distribution of your Account and subsequently return to Covered Employment, you will not be eligible to receive another distribution from your Account until you retire on or after your Normal Retirement Date.

- **Disability Retirement** – If you have a Total and Permanent Disability, you will be eligible to receive a distribution of your Account. For purposes of the Plan, Total and Permanent Disability means a physical or mental condition arising after you become a Participant and while you are working in Covered Employment that makes you unable to work in the electrical contracting industry based upon either (1) a determination by the Social Security Administration or (2) the opinion of two doctors (either medical doctors or doctors of osteopathy or combination thereof), one of your choice and one selected by the Board of Trustees. The Board of Trustees may waive the requirement of a second doctor's opinion if, in their sole discretion, they believe it is unnecessary.

**NOTE:** It is necessary to RETIRE from Covered Employment to be eligible to receive a distribution from the Plan. YOU MAY NOT CONTINUE TO WORK IN THE TRADE AND RECEIVE A DISTRIBUTION.

If you retire under the disability retirement provisions, receive a distribution of your Account and subsequently return to Covered Employment, you will not be eligible to receive another distribution from your Account until you retire on or after your Normal Retirement Date.

- **Death Benefits** – In the event of your death, your Beneficiary will be entitled to receive a distribution of your Account. Your surviving spouse will be deemed to be the Beneficiary of at least fifty percent (50%) of the value of your Account unless your spouse has consented to the designation of another Beneficiary. SEE **BENEFICIARY** SECTION below.

- **Termination** - If you terminate Covered Employment prior to your Normal Retirement Date, the date you become Totally and Permanently Disabled, or your Early Retirement Date, you will not be entitled to receive a distribution of your Account until you become Totally and Permanently Disabled or reach your Early Retirement Date or your Normal Retirement Date. However, there is a special distribution rule for small Accounts. If you terminate Covered Employment and your Account is valued at less than \$5,000 at market value, you are eligible to receive a distribution of your Account following the end of the second consecutive Plan Year for which no Employer contributions are allocated to your Account.

**Note on Late Retirement:** If you continue to work in Covered Employment past your Normal Retirement Date, you will continue to receive contributions under the Plan until the date you retire.

### **WHAT FORMS OF PAYMENT CAN I RECEIVE?**

If you are married, the default form of distribution for your account is a Qualified Joint and Survivor Annuity for you and your spouse, which will pay a 50% Survivor Annuity benefit. You may also choose a Qualified Optional Survivor Annuity, which will pay a 75% Survivor Annuity benefit. If you are not married, the default form of distribution for your Account is a Life Annuity. You may elect to waive the default form of distribution; however, if you are married, your spouse must consent to the waiver of the default form of benefit. The waiver must be signed by your spouse and witnessed by a Notary Public.

**Note on Small Accounts:** Accounts valued at less than \$5,000 are not payable in the form of an annuity.

If you and your spouse, if applicable, waive distribution in the form of an annuity, your Account may be distributed in the form of a direct rollover, a lump sum distribution, or a combination of the two.

- **Direct Rollover** – If you choose a direct rollover, your Account will be paid directly to an Eligible Retirement Plan. Amounts paid in the form of a direct rollover are not subject to income tax and no income tax will be withheld from the distribution. Instead, you will be taxed when you withdraw funds from the Eligible Retirement Plan. Eligible Retirement Plans generally include traditional IRAs, other qualified plans, 457 plans and 403(b) plans.
- **Lump-Sum Distribution** - If you choose a lump sum distribution, you will receive a distribution of 80% of the value of the Account. The remaining 20% of your Account will be withheld and remitted to the IRS as income tax withholding to be credited against your taxes. Please note that your actual income tax owed may be more or less than the 20% withheld and you should consult with your accountant or other tax advisor on your tax consequences.

### **WHAT FORMS OF PAYMENT CAN MY BENEFICIARY RECEIVE?**

If your surviving spouse is your Beneficiary, your spouse's benefit will be distributed in the form of a Qualified Pre-retirement Survivor Annuity. Your spouse may elect to waive the annuity form of distribution. If your spouse waives distribution in the form of an annuity, your spouse may elect to receive a distribution in the form of a direct rollover, a lump sum distribution, or a combination of the two.

If your Beneficiary is not your surviving spouse, your Beneficiary may elect to receive a distribution in the form of a direct rollover, a lump sum distribution, or a combination of the two.

### **HOW DO I DESIGNATE A BENEFICIARY?**

You may obtain a beneficiary designation form from the Fund Office. The following rules are applicable:

- If you are married, your spouse will be the Beneficiary of at least 50% of the value of your Account unless your spouse consents in writing to your designation of another Beneficiary(ies). Your spouse's consent must be witnessed by a Notary Public.
- If you are not married, you may name one or more persons or your estate as your Beneficiary(ies).

You should request a new beneficiary designation form from the Fund Office if you want to name/change your Beneficiary, your marital status changes, or your Beneficiary dies. If you do not name a Beneficiary, or if none of your Beneficiaries is living at your death, your Account will be paid to the first of the following which survive you:

1. Your surviving spouse,
2. Your children,
3. Your parents,
4. Your brothers and sisters, or
5. Your estate.

### **ARE THERE TIME LIMITS ON DISTRIBUTIONS?**

Payment of your Account must be made by April 1 of the calendar year following the later of (1) the year in which you reach age 70-1/2 or (2) the year in which you cease working in Covered Employment.

### **WHAT ARE THE TAX CONSEQUENCES, INCLUDING PENALTIES, ON DISTRIBUTIONS?**

For information on the tax consequences of distributions from the Plan, please ask the Fund Office for a copy of the Special Tax Notice Regarding Plan Payments, which was prepared by the Internal Revenue Service. Also, you should consult your accountant or other tax advisor regarding any distributions from the Plan.

Please note that if you receive a distribution before reaching age 59½, you must generally pay an additional 10% penalty tax on dollars included in income. There are, however, exceptions to the 10% early distribution penalty. Again, please review the Special Tax Notice Regarding Plan Payments and consult your tax advisor for information on the exceptions to the 10% early distribution penalty.

### **WHAT TAX INFORMATION WILL I RECEIVE ON DISTRIBUTIONS?**

You will receive an IRS Form 1099-R in connection with any distribution from the Plan. Vanguard will mail the form to you by January 31 following the year in which the distribution was made. As required by law, a copy of the form will be forwarded to the Internal Revenue Service. If you do not receive your IRS Form 1099-R by sometime shortly after this date, please contact Vanguard at 1-800-523-1188. You can also obtain your Form 1099-R online if you have registered your account at [www.vanguard.com](http://www.vanguard.com).

### **HOW DO I APPLY FOR A DISTRIBUTION?**

You should contact the Fund Office when you are eligible to receive a distribution. You will be provided with a Pension Application Form and instructions for submitting the application. You will be required to submit a copy of your birth certificate. If you are married, you will be required to submit a copy of your marriage license and a copy of your spouse's birth certificate. If you are divorced, you may be required to submit a copy of your divorce decree along with a statement of asset division. All information requested by the Trustees in connection with a Pension Application Form must be submitted in order for you to be approved to receive your benefit.

### **HOW SOON AFTER I APPLY WILL I RECEIVE A DISTRIBUTION?**

A completed Pension Application Form must be submitted to the Fund Office **within a reasonable period of time before the date you expect to receive a distribution**. Once a completed Pension Application Form is received by the Fund Office, the Trustees will authorize Vanguard to distribute your Account in the form of a Direct Rollover or a lump sum distribution. If you elect to receive a lump sum distribution, Vanguard will mail the check representing your distribution to you.



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## CLAIM REVIEW PROCEDURE

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### WHAT IF MY APPLICATION IS DENIED?

If your application for benefits (referred to herein as a "claim") is denied or partially denied, you will be notified in writing within 90 days of the date the original claim was filed and given an opportunity to appeal the denial of your claim. If special circumstances require an extension of the time required to review your claim, you will be notified in writing of the extension before the end of the original 90 day period, and you will be informed of the special circumstances that require an extended period to review your claim. In no event will the extension exceed a period of 180 days of the date the original claim was filed. Any written denial of your claim will give: (a) the specific reason(s) for the denial, (b) a specific reference to the pertinent Plan provision(s) on which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and the reason why such material or information is needed, and (d) an explanation of the Plan's General Review Procedure.

The General Review Procedure is as follows:

1. Where a claim has been denied or partly denied, you may appeal the denial and have your claim reviewed by the Board of Trustees.
2. Within 60 days after you receive written notice that your claim has been denied, you or your representative may make a written request for appeal to the Board of Trustees, IBEW Local 613 Defined Contribution Pension Plan, 3715 Northside Parkway, Suite 2-495, Atlanta, GA 30327.
3. If you file a written request for an appeal, as outlined above, you will have the opportunity to review pertinent documents and to submit written comments, documents, records and other information related to your claim. Upon request, you will have reasonable access to, and the right to receive copies free of charge, all documents, records and other information relevant to your claim.
4. The Board of Trustees will make a final decision on your claim within 60 days after receipt of your appeal. If special circumstances require an extension of the time required to review your appeal, you will be notified in writing of the extension before the end of the original 60 day period, and you will be informed of the special circumstances that require an extended period to review your appeal. In no event will the extension exceed a period of 120 days of the date the original appeal was filed. You will be notified in writing of the decision made by the Board of Trustees, which notification will specify the reasons for any adverse determination.

### ARE THERE OTHER REVIEW PROCEDURES APPLICABLE TO DISABILITY RETIREMENT BENEFITS?

If your application for disability retirement benefits (referred to herein as a "disability claim") is denied or partially denied, you will be notified in writing within 45 days of the date the original disability claim was filed and given an opportunity to appeal the denial of your disability claim. If, due to matters beyond the control of the Plan, an extension of the time required to review your disability claim is required, the period for making the determination may be extended for up to 30 days, provided that you are notified in writing of the extension before the end of the original 45 day period, and you are informed of the special circumstances that require an extended period to review your disability claim. If, due to matters beyond the control of the Plan, a decision cannot be made within the initial 30 day extension, the period for making the determination may be extended for up to an additional 30 day period. Again, you must be notified of the extension prior to the expiration of the initial 30 day extension, and you must be informed of the special circumstances that require an extended period to review your disability claim. Any notice of an extension of the period for making a determination on your disability claim will explain the eligibility requirements for disability retirement benefits, will identify the unresolved issues that prevent a decision on the disability claim, and will specify the information needed to resolve the outstanding issues. You will be given at least 45 days to provide any information needed to resolve the outstanding issues.

The Disability Claim Review Procedure is as follows:

1. Where a disability claim has been denied or partly denied, you may appeal the denial and have your claim reviewed by the Board of Trustees.
2. Within 60 days after you receive written notice that your claim has been denied, you or your representative may make a written request for appeal to the Board of Trustees, IBEW Local 613 Defined Contribution Pension Plan, 3715 Northside Parkway, Suite 2-495, Atlanta, GA 30327.
3. If you file a written request for an appeal, as outlined above, you will have the opportunity to review pertinent documents and to submit written comments, documents, records and other information related to your claim. Upon request, you will have reasonable access to, and the right to receive copies free of charge, all documents, records and other information relevant to your claim, including any internal rule, guideline or similar criterion relied upon in denying your disability claim.
4. The Board of Trustees will make a final decision on your claim no later than the date of the next regularly scheduled meeting of the Board of Trustees following the date your appeal. However, if the appeal is filed within 30 days of the next regularly scheduled meeting of the Board of Trustees, the benefit determination will be made no later than the date of the second regularly scheduled meeting of the Board of Trustees. If special circumstances require an extension of the time required to review your appeal, you will be notified in writing of the extension before the end of the original benefit determination period and you will be informed of the special circumstances that require an extended period to review your appeal. In this even, the benefit determination will be made no later than the date of the third regularly scheduled meeting of the Board of Trustees. You will be notified in writing of the decision made by the Board of Trustees, which notification will specify the reasons for any adverse determination.

You and your Plan may have other voluntary alternative dispute resolution options in connection with your disability claim, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

#### **WHO IS RESPONSIBLE FOR MAKING DECISIONS ABOUT THE PLAN?**

The Board of Trustees has the exclusive responsibility for interpreting the Plan and the Trust Agreement and will decide questions in connection with the administration, interpretation and operation of the Plan and the Trust. The Board of Trustees has full discretionary authority to determine eligibility for benefits, to construe the terms of the Plan and the Trust Agreement, and to control the operation and administration of the Plan. The decisions of the Board of Trustees are final and binding on all parties, including Participants, Employers and the Union, subject to the review Procedures described above. As a reminder, however, the Trustees do not decide how to invest your account and that responsibility falls to you.

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### **OTHER IMPORTANT INFORMATION ABOUT YOUR PLAN**

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#### **TO OBTAIN COPIES OF DOCUMENTS AND OTHER INFORMATION**

A copy of the Plan, the Trust Agreement, the Collective Bargaining Agreement, any Participation Agreement, and a complete list of Employers will be mailed to you within 30 days of the receipt of a written request provided you remit a reasonable amount (to be established by the Fund Office) for copying costs. If you wish, you may review these documents at the Fund Office Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays. The Fund Office will also confirm, upon written request, whether a specific employer is a contributing Employer and will provide the contributing Employer's address.

#### **NON-ASSIGNMENT OF BENEFITS**

Federal law provides that you may not assign your rights under the Plan as collateral for a loan or for any other purpose. However, all or a portion of your account may be assigned under a Qualified Domestic

Relations Order. SEE **QUALIFIED DOMESTIC RELATIONS ORDERS** SECTION ON PAGE 4. In addition, the IRS may levy your Account to collect federal income taxes.

### **QUALIFIED MILITARY SERVICE**

If you return to Covered Employment after military service in accordance with USERRA, you will receive credit for your period of military service as required by USERRA.

### **TERMINATION INSURANCE**

ERISA created the Pension Benefit Guaranty Corporation (the PBGC), which provides federal insurance for certain retirement benefits. The benefits under this Plan are not insured by the PBGC. The PBGC insures only pension plans that promise a fixed level of benefits without regard to whether sufficient contributions have actually been made.

### **RIGHT TO AMEND OR TERMINATE**

The Board of Trustees has the right to amend or to terminate the Plan at any time. However, generally they may not amend the Plan to decrease the amount in any Participant's Account. If the Plan is terminated, you will continue to be 100% vested in your Account.

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## **STATEMENT OF YOUR ERISA RIGHTS**

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As a participant in the Plan you are entitled to certain rights and protections under the ERISA. ERISA provides that all plan participants are entitled to:

### **RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.

Receive a Summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, 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. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

### **PRUDENT ACTIONS BY PLAN FIDUCIARIES**

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 pension benefit or exercising your rights under ERISA.

## **ENFORCE YOUR RIGHTS**

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

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

## **ASSISTANCE WITH YOUR QUESTIONS**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 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. [Note: The Employee Benefits Security Administration was formerly known as the Pension and Welfare Benefits Administration.]

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## GENERAL INFORMATION

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- **Name of Plan.** This Plan is known as the IBEW Local 613 Defined Contribution Pension Plan.
- **Type of Plan.** The Plan is a money purchase pension plan, a type of defined contribution plan. The Plan is also a multiemployer plan.
- **Board of Trustees.**
  - a) **Members.** The Board of Trustees consists of an equal number of Employer and Union representatives. The current Trustees of this Plan are:

### Union Trustees

Gene O'Kelley (Secretary)  
IBEW Local Union No. 613  
501 Pulliam Street, SW  
Atlanta, Georgia 30312

David Lawson  
IBEW Local Union No. 613  
501 Pulliam Street, SW  
Atlanta, Georgia 30312

Max Mount, Jr.  
IBEW Local Union No. 613  
501 Pulliam Street, SW  
Atlanta, Georgia 30312

Robby Evans (Alternate)  
IBEW Local Union No. 613  
501 Pulliam Street, SW  
Atlanta, Georgia 30312

### Employer Trustees

Chris Foster (Chairman)  
Whitehead Electric Co.  
5843 Jacaranda Drive SE  
Mableton, Georgia 30126

Paul F. Mayberry  
Mayberry Electric, Inc.  
P.O. Box 19839  
Atlanta, Georgia 30325

Chris Reichart  
Allison-Smith  
2284 Marietta Blvd., NW  
Atlanta, GA 30318

David Sokolow (Alternate)  
Atlanta Electrical Contractors Assoc.  
4221 North Peachtree Road  
Atlanta, Georgia 30341

- b) **Address and Telephone Number.** If you wish to contact the Board of Trustees, you may use the address and telephone number below:

3715 Northside Parkway, Suite 2-495  
Atlanta, Georgia 30327  
1-800-922-1613

- **Plan Administrator.** The Board of Trustees is the Plan Administrator.
- **Plan Sponsor.** The Board of Trustees is the Plan Sponsor.
- **Identification Numbers.** The plan number is 002. The EIN for the Board of Trustees is 58-1577291.

- **Agent for Service of Legal Process.** When legal disputes involving the Plan arise, any legal documents should be served upon:

Jeffrey D. Gordon  
Parker, Hudson, Rainer & Dobbs, LLP  
303 Peachtree Street NE, Suite 3600  
Atlanta, Georgia 30308  
(404) 523-5300

Service of Legal Process may also be made upon any individual Trustee or the Plan Administrator (Board of Trustees) at 3715 Northside Parkway, Suite 2-495, Atlanta, Georgia 30327.

- **Administrative Operations.** The Board of Trustees has selected a third party employee benefit administration firm, National Employee Benefits Administrators, Inc. (“NEBA”) to serve as Administrative Manager of the Plan. The Administrative Manager is responsible for maintaining the Fund Office, keeping records, and carrying out policy decisions made by the Board of Trustees.

You may contact the Administrative Manager at the following address and phone number:

National Employee Benefits Administrators, Inc.  
3715 Northside Parkway, Suite 2-495  
Atlanta, Georgia 30327  
1-800-922-1613

Additionally, the following firms assist in the operation of the Plan:

<b>Attorney</b>	<b>Auditor</b>
<p style="text-align: center;">Jeffrey D. Gordon Parker, Hudson, Rainer &amp; Dobbs, LLP 303 Peachtree Street NE, Suite 3600 Atlanta, Georgia 30308 (404) 523-5300</p>	<p style="text-align: center;">Dennis G. Jenkins, CPA 1690 Stone Village Lane Suite 501 Kennesaw, Georgia 30152 (770) 424-5755</p>
<b>Consultant</b>	<b>Investment Consultant</b>
<p style="text-align: center;">Jennifer N. Banzhof BHA Consulting LLC 5400 Laurel Springs Parkway, Suite 1306 Suwanee, Georgia 30024 (678) 456-6200</p>	<p style="text-align: center;">Investment Performance Services 7402 Hodgson Memorial Drive, Suite 100 Savannah, Georgia 31406 (912) 352-2862</p>
<b>Investment Custodian</b>	
<p style="text-align: center;">The Vanguard Group Post Office Box 2600 Valley Forge, PA 19482-2600 1-800-523-1188</p>	

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## DEFINITIONS

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The following definitions are used in the text of this SPD. These words and phrases are capitalized throughout the SPD for ease of reference.

**Account** means the account established and maintained for you to reflect Employer contributions and expenses, earnings or losses allocable thereto.

**Administrative Manager** means National Employee Benefits Administrator, Inc. (NEBA).

**Association** means the Atlanta Chapter of the National Electrical Contractors Association (AECA).

**Available Investment Options** means the mutual funds or other investment vehicles selected by the Trustees as investment options for assets allocated to Accounts.

**Beneficiary** means any person(s), trust, or estate designated by you to receive any death benefit that may be payable under the Plan; provided, however, that your spouse, if any, will be deemed to be the Beneficiary of 50% of the value of your Account unless your spouse consents to the designation of a non-spouse Beneficiary.

**Collective Bargaining Agreement** means any written Collective Bargaining Agreement between the Union and any Employer that requires the Employer to make payments or contributions to the Trust.

**Covered Employment** means employment of an Employee with an Employer who is required to make contributions to the Plan on behalf of the Employee.

**Early Retirement Date** means the later of:

- 1) the first day of the month coincident with or immediately following the date a Participant attains age 55; or
- 2) the last day of the Plan Year in which such Participant completes 10 Years of Service.

**Eligible Retirement Plan** means an IRA, an individual retirement annuity (other than an endowment contract), another qualified plan, a governmental 457 plan, a 403(b) tax-sheltered annuity plan, or a 403(a) annuity plan.

**Employee** means an employee:

- 1) whose Employer is required to make contributions to this Plan pursuant to a Collective Bargaining Agreement or other participation agreement requiring; or
- 2) whose employer makes contributions to another pension fund that has a reciprocity agreement that requires that such contributions be transmitted to the Trust by the other pension fund.

**Employer** means:

- 1) any employer that has entered into a Collective Bargaining Agreement or other participation agreement and agreed to be bound by the provisions of the Trust Agreement;
- 2) the Union with respect to its salaried employees; and
- 3) the Joint Apprenticeship and Training Committee with respect to its full-time employees.

**ERISA** means the Employee Retirement Income Security Act of 1974, as amended.

**Fund** means the IBEW Local 613 Defined Contribution Pension Fund which is maintained per the Trust Agreement.

**Hours of Employment** means:

- 1) each hour for which an Employer is required to make a contribution to the Fund on behalf of an Employee, and
- 2) any hour for which the Fund receives a contribution in connection with a Reciprocal employee.

**Hours of Service** with respect to an Employee shall mean:

- 1) each hour for which an Employee is paid or entitled to payment by an Employer;
- 2) each hour for which the Employee is paid in which the Employee did not perform duties due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty or leave of absence.

**Life Annuity** means an annuity that provides a monthly payment to you for life.

**Normal Retirement Date** means the first day of the month coincident with or immediately following a participant's 62<sup>nd</sup> birthday.

**Participant** means an Employee who has met the requirement for participation under the Plan and for whom an Account is maintained.

**Plan** means the IBEW Local 613 Defined Contribution Pension Plan and as amended from time to time.

**Plan Administrator** means the Board of Trustees.

**Plan Year** means the period beginning January 1st and ending the following December 31<sup>st</sup>.

**Qualified Joint and Survivor Annuity** means an annuity purchased that provides you with a monthly payment for life, and if you die before your spouse, a monthly payment to your spouse for the remainder of your spouse's life equal to 50% of your monthly payment.

**Qualified Optional Survivor Annuity** means an annuity purchased that provides you with a monthly payment for life, and if you die before your spouse, a monthly payment to your spouse for the remainder of your spouse's life equal to 75% of your monthly payment.

**Qualified Preretirement Survivor Annuity** means an annuity purchased with at least 50% of the value of your Account that provides a monthly payment to your spouse for life.

**Reciprocal Employee** means an individual on whose behalf contributions are made to another pension fund that has a Reciprocity Agreement with the Fund.

**Reciprocity Agreement** means an agreement between the Fund and another pension fund that requires contributions to be transmitted to the Fund by the other pension fund.

**Total and Permanent Disability** means a physical or mental condition arising after an employee has become a Participant and while such participant is employed by an Employer that renders such participant unable to work in the electrical contracting industry based upon the opinion of two doctors who are a medical doctor or a doctor of osteopathy.

**Training Committee** means the Atlanta Electrical Joint Apprenticeship and Training Committee

**Trust** means all cash, securities, life insurance, real estate, or other property held by the Trustees pursuant to the terms of the Trust Agreement, including the accompanying income.



**Trust Agreement** means the Agreement and Declaration of Trust of the IBEW Local 613 Defined Contribution Plan whereby the Trustees hold the assets of this Plan in trust.

**Trustees** mean the Board of Trustees named in the Trust Agreement.

**Union** means the International Brotherhood of Electrical Workers Local Union 613.

**USERRA** means the United Services Employment and Reemployment Rights Act of 1994, as amended from time to time, or any subsequent corresponding law. USERRA governs benefits for employees called to active military duty.

**Vanguard** means The Vanguard Group.

**Years of Service** means, for eligibility purposes:

- 1) a Plan Year during which an Employee completes at least 300 Hours of Employment; or
- 2) a period of 12 consecutive months beginning on an Employee's date of employment during which such Employee completes at least 1,000 Hours of Service; or
- 3) a period of 12 consecutive months beginning on the anniversary of an Employee's date of employment during which such Employee completes at least 1,000 Hours of Service.

For purposes of determining whether a Participant is eligible for an early retirement pension, Year of Service means a Plan Year in which the Participant has at least 1,000 Hours of Service.

Years of Service (for both eligibility and early retirement purposes) shall include all Years of Service earned under the IBEW Local 613 and Contributing Employers Pension Plan prior to January 1, 1984.