



# Electrical Pension Trustees Pension Plan No. 5

As a participant in Pension Plan No. 5, you earn pension benefits while you work for employers who contribute to the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago ("Pension Trust"). At retirement, you can look forward to a lump sum distribution of your account balance or other benefits from the Plan based on that account balance.

The amount you will receive when you retire is based on the total accumulated contributions made to your account in the Plan as adjusted for investment earnings, investment losses and Plan expenses. Your pension benefits may also be a source of income to you if you become disabled, or to your survivors if you die.

Pension Plan No. 5 is a non-contributory, defined contribution money purchase pension plan. That means:

- the Plan provides a specific contribution amount based on the collective bargaining agreement you work under, and
- you cannot contribute toward your pension benefit. Contributing employers make all contributions to the Pension Trust.

### For More Information...

See the "Rules, Regulations and Administrative Information" section of this Booklet for important details about Plan administration and your rights as a Plan participant. You also can contact the Fund Office for more information. See "Contact Information" on page 26 for the Fund Office's phone number and web address.

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# About This SPD



To understand your benefits from the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago Pension Plan No. 5 (referred to as "Pension Plan No. 5" or "Plan"), you must read this Booklet in its entirety. The Plan may provide retirement or disability benefits to you and survivor benefits for your spouse or named beneficiary.

This Booklet is a Summary Plan Description of Pension Plan No. 5 as it applies to Plan participants on or after July 1, 2009. It covers the following topics:

- Your Pension Plan Benefits at-a-Glance
- What Happens If...
- Participation
- Making Your Investment Selection
- Your Account
- Rules, Regulations and Administrative Information
- Contact Information

Every effort has been made to describe Plan provisions in a manner intended to be understood by Plan participants. If there is any variation between the language in this Booklet and in the official Plan documents, the official Plan documents will prevail.

Additional information about the Plan is readily available from the Fund Office. The Fund Office can inform you if a particular employer is a contributing employer and, if so, the employer's address. You may examine copies of the applicable collective bargaining agreement and other documents at the Fund Office. See "Contact Information" on page 26 for the phone number and web address of the Fund Office.

The Plan is financed by contributions made by the contributing employers to the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago. Read this Booklet carefully to understand the benefits that apply to Plan participants on or after July 1, 2009. Please note that this Booklet is also available online at [www.fundoffice.org](http://www.fundoffice.org).



# Your Pension Plan Benefits at-a-Glance

This section highlights and summarizes basic Plan provisions.

<b>Eligibility</b>	You become a participant in Pension Plan No. 5 on the day your employer is required, under the terms of the collective bargaining agreement, to make a contribution to the Pension Trust on your behalf.
<b>Cost of Coverage</b>	The Plan is funded entirely by contributions made by contributing employers.
<b>Contributions</b>	The contribution rate is established by the collective bargaining agreement you work under. You receive a contribution for each hour of work performed under the collective bargaining agreement.
<b>Vesting</b>	You are immediately 100% vested in your Pension Plan No. 5 account.
<b>When Benefits Are Payable</b>	After you leave Industry Employment, and: <ul style="list-style-type: none"> <li>• You have reached age 55 with 10 years of eligibility service under a pension plan sponsored by the Trustees,</li> <li>• You are at least age 62 and have had contributions made on your behalf for at least 10 calendar years,</li> <li>• You are age 65 or older,</li> <li>• You are receiving a Social Security disability benefit or you have applied for a Social Security disability benefit and the Trustees determine that you are unable to perform any work for an indefinite period because of a serious physical or mental impairment,</li> <li>• You have not performed Industry Employment for at least two years, or</li> <li>• You have not worked for a contributing employer for at least two years (roll over option only).</li> </ul>
<b>Payment Method</b>	<ul style="list-style-type: none"> <li>• <b>Cash Lump Sum</b> — You receive your account balance in one lump sum payment.</li> <li>• <b>Single Life Annuity</b> — This is the normal payment form if you are single. Your benefit will be paid as a life annuity (an unreduced monthly pension income for as long as you live).</li> <li>• <b>50% Contingent Annuity</b> — This is the normal payment form if you are married. Your benefit will be paid as a 50% contingent annuity (reduced monthly retirement income for as long as you live and, after your death, your surviving spouse will receive a monthly benefit equal to 50% of your reduced monthly benefit for the remainder of the surviving spouse's life).</li> <li>• <b>75% Contingent Annuity</b> — This is an optional payment form if you are married. Your benefit will be paid as a 75% contingent annuity (reduced monthly retirement income for as long as you live and after your death, your surviving spouse will receive a monthly benefit equal to 75% of your reduced monthly benefit for the remainder of the surviving spouse's life).</li> </ul>



<b>Survivor Benefits</b>	<p>If you are single or have been married for less than one year and you die before your pension begins, your beneficiary may be eligible to receive your account balance.</p> <p>If you have been married for at least one year, your spouse may receive your account balance or may be eligible to receive a Qualified Preretirement Survivor Annuity, paying a monthly benefit to your spouse for his or her lifetime.</p>
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## What Happens If...

This section shows how different situations may affect your participation in the Plan.

### You Are a New Participant

Your participation in the Plan is automatic and begins on the date your employer is required to make the first contribution to the Plan on your behalf.

### You Change Your Marital Status

#### *Marriage*

Your new spouse may be entitled to a benefit under the Plan when you die. Contact the Fund Office to receive a new beneficiary designation form.

#### *Divorce*

You may be required to have payments made from your Plan account to your former spouse, child or other dependent if a qualified domestic relations order is issued by a court of law.

### You Are Laid Off

You may receive benefits if you have not performed Industry Employment for at least two years. You may also be able to roll over your account balance if you are working in the industry, but you have not worked for a contributing employer for at least two years.

### You Become Disabled

You may be eligible to receive your account balance if you are receiving Social Security disability payments or you have applied for Social Security disability payments and the Trustees determine that you are unable to perform any work for an indefinite period because of a serious physical or mental impairment.

### You Retire

You may receive a benefit from the Plan at age 65, at age 62 if you have had contributions made on your behalf for at least 10 calendar years, or at age 55 if you have at least 10 years of eligibility service under a pension plan sponsored by the Trustees.

### Applying for Benefits

To apply for benefits, you should contact the Fund Office for benefit application forms. You must file a completed application with the Fund Office, who will then present the application to the Trustees for approval. You may be asked to supply evidence of age and any other information that is necessary to process your application.

The Fund Office should receive the completed application at least 90 days before you expect to receive a distribution from the Plan.



## Your Employer Stops Making Contributions to the Trust

Active participation ends if your employer no longer makes the required contributions to the Pension Trust on your behalf. Your account will remain in the Plan and you will be able to change your investment elections, as described in "Investment Fund Choices" on page 11. You can receive a distribution of your account balance when you meet the requirements described in "When Your Account Is Paid" on page 14. Contact the Fund Office for more information.

## You Die

If you die while actively employed or before you receive a distribution of your entire account balance, your spouse or named beneficiary will be eligible to receive your account balance. If you have been married for at least one year, your spouse may be entitled to receive a Qualified Preretirement Survivor Annuity.

### *Applying for Benefits If You Die*

To apply for benefits, your spouse (or named beneficiary) should contact the Fund Office for benefit application forms. Your spouse (or named beneficiary) must file a completed application with the Fund Office, who will then present the application to the Trustees for approval. Your spouse (or named beneficiary) must submit a copy of your death certificate and any other information that is necessary to process the application.

The Fund Office should receive the completed application at least 90 days before your spouse (or beneficiary) expects to receive a distribution from the Plan.

### **For More Information...**

Contact the Fund Office for more information. See "Contact Information" on page 26 for the Fund Office's phone number and web address.



# Participation

This section explains when you participate in the Plan, how contributions are made once you are eligible to participate and how to name a beneficiary.

## Plan Eligibility

You are automatically eligible to participate in Pension Plan No. 5 if your employer is required, under the terms of a collective bargaining agreement, to make a contribution on your behalf to the Plan. You continue as a participant until you receive the full balance of your account in the Plan.

## Naming a Beneficiary

As soon as you become a participant of the Plan, you should name a beneficiary, someone who receives your account if you die before you receive the entire balance of your account in the Plan. You may name any person or persons you wish and change your designation at any time by submitting a new beneficiary form to the Fund Office. However, if you have been married for at least one year and you name a primary beneficiary other than your spouse, you must have written, notarized consent of your spouse to your beneficiary election in order for such beneficiary designation to be valid.

You may revoke your beneficiary designation at any time prior to receiving the entire balance of your account in the Plan. To do so you must provide the Trustees with a written revocation on a form prescribed by the Trustees. Contact the Fund Office to request a revocation form or download the form from the Plan's website. See "Contact Information" on page 26 for the Fund Office's phone number and the Plan's website.

If you marry, remarry or divorce, your existing beneficiary designation becomes invalid and you must designate a new beneficiary. Otherwise, any benefits will be paid in accordance with the "If you die without a beneficiary" rules described in the box below.

Please note that if you divorced prior to July 1, 2005, your beneficiary designation is not deemed invalid and if you wish to name a new beneficiary you must follow the procedures listed above.





## If You Die Without a Beneficiary

If you die before you receive the entire balance of your account in the Plan or before annuity payments begin and you did not designate a beneficiary before your death, or none of your designated beneficiaries survives you, your account in the Plan will be paid in the following order:

- your spouse,
- your children, in equal shares,
- your parents, and
- your estate.

## Contributions to the Plan

Your employer contributes to the Plan on your behalf at the rate established by the collective bargaining agreement you work under. Contributions are made for each hour of work you complete under the collective bargaining agreement. Your account grows tax-deferred while the funds stay in the Plan.

If you work in another jurisdiction, your account may also receive contributions made by your employer to another fund and transferred to the Pension Trust under a reciprocity agreement. The hourly contribution rate for such contributions is established by the collective bargaining agreement in that jurisdiction.

Only your employer can contribute to the Plan on your behalf. However, you may be able to roll over a balance from another qualified retirement plan or an IRA into the Plan. Contact the Fund Office for more information.

## Military Service

The Plan complies with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If you serve in qualifying military service and you return to work within the timeframes prescribed by USERRA, you may be eligible for service credit and contributions that would have been made during your leave.

If you do not return to work due to a disability or death resulting from your time in qualified military service, you will be treated as if you had met the reemployment requirements under USERRA on the day preceding your death or disability and will receive contributions as if you had terminated employment on the actual day of your death or disability.

**For More Information...**  
Contact the Fund Office for more information. See "Contact Information" on page 26 for the Fund Office's phone number and web address.



# Making Your Investment Selection

You may invest the employer's contributions made to the Plan on your behalf among any of the investment funds listed in "Investment Fund Choices" on page 11 in 1% increments — with the total amount equaling 100%. If you do not make an election, your employer's contributions will be invested in the IBEW/NECA Stable Value Investment Fund. If you still have not made an investment election after six months, any contributions made after six months will be invested in the SSgA Target Retirement Portfolio that corresponds to your 62<sup>nd</sup> birthday. You can make your investment election using the Plan's toll-free number or website, as explained below.

**Please Note:** If your date of birth is missing or not known, your investments will default to the SSgA Target Retirement Income Commingled Trust.

## For New Participants

Shortly after your employer makes the first contribution to the Plan on your behalf, you will receive an investment kit and personal identification number (PIN) from Mercer, the Plan's recordkeeper. To direct the investment of the employer's contributions made to the Plan on your behalf, call the Plan's toll-free number from any touchtone phone — (888) 752-6555. You will be connected to an automated telephone system that walks you through your choices. Just follow directions for making your choices. You may also visit the Plan's website at [www.ibenefitcenter.com](http://www.ibenefitcenter.com).

## For Current Participants

The Plan is flexible. You can change how your existing Plan account balances are invested and how future contributions are to be invested by calling (888) 752-6555 or going online at [www.ibenefitcenter.com](http://www.ibenefitcenter.com). Make sure you have your PIN available when you call or go online. If you do not know your PIN, call (888) 752-6555 or click on the "Don't know your PIN?" section of the homepage on the website. You may request a PIN confirmation statement by using either the Plan's toll-free number or the website.



## Investment Fund Choices

You choose how to invest the money in your account from among several investment fund options.

Your account grows or declines in value depending on the performance of the investment fund or funds you select. If you have any questions about how to use these investment funds to best meet your retirement objectives, refer to your investment selection kit or call a customer service representative at (888) 752-6555. An easy way to remember the number is (888) PLAN555. You may also visit the Plan's website at [www.ibenefitcenter.com](http://www.ibenefitcenter.com).

The Trustees may change the investment funds from time to time. These are the available investment fund options as of June 30, 2012.

**Important Note!** Pension Plan No. 5 is intended to comply with the requirements of ERISA Section 404(c). Under these rules, you have control over your investment fund selections and the Plan's fiduciaries may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you or your beneficiary. See "Complying with Section 404(c)" on page 18 for more information.

### *Your Investment Fund Choices*

Fund Type	Funds
<i>Asset Allocation (ready-mixed) Investments</i>	<ul style="list-style-type: none"> <li>• SSgA Target Retirement 2050 Portfolio</li> <li>• SSgA Target Retirement 2045 Portfolio</li> <li>• SSgA Target Retirement 2040 Portfolio</li> <li>• SSgA Target Retirement 2035 Portfolio</li> <li>• SSgA Target Retirement 2030 Portfolio</li> <li>• SSgA Target Retirement 2025 Portfolio</li> <li>• SSgA Target Retirement 2020 Portfolio</li> <li>• SSgA Target Retirement 2015 Portfolio</li> <li>• SSgA Target Retirement 2010 Portfolio</li> <li>• SSgA Target Retirement Income</li> </ul>
<i>Capital Preservation Investments</i>	<ul style="list-style-type: none"> <li>• IBEW/NECA Stable Value Investment Fund</li> </ul>
<i>Income Investments</i>	<ul style="list-style-type: none"> <li>• SSgA U.S. Treasury Inflation Protected Securities (TIPS) Index</li> <li>• SSgA U.S. Aggregate Bond Index</li> <li>• PIMCO Total Return Fund</li> </ul>
<i>Value Investments</i>	<ul style="list-style-type: none"> <li>• MFS Large Cap Value Equity</li> </ul>
<i>Blend Investments</i>	<ul style="list-style-type: none"> <li>• SSgA S&amp;P 500 Equity Index Fund</li> <li>• SSgA Russell 2000 Index</li> <li>• EB Diversified Stock Fund</li> <li>• GMO International Equity</li> <li>• ING Small Cap Core Equity</li> </ul>
<i>Growth Investments</i>	<ul style="list-style-type: none"> <li>• Growth Fund of America</li> </ul>

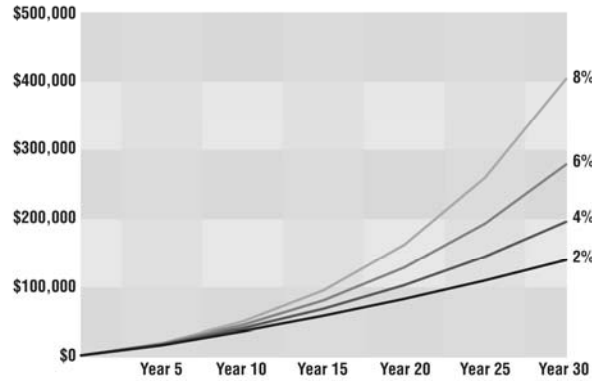
### Diversify Your Savings

When choosing among the investment fund options in the Plan, you should also consider how your personal savings outside the Plan are invested. This can help you to determine how to invest the money in your Pension Plan No. 5 account.

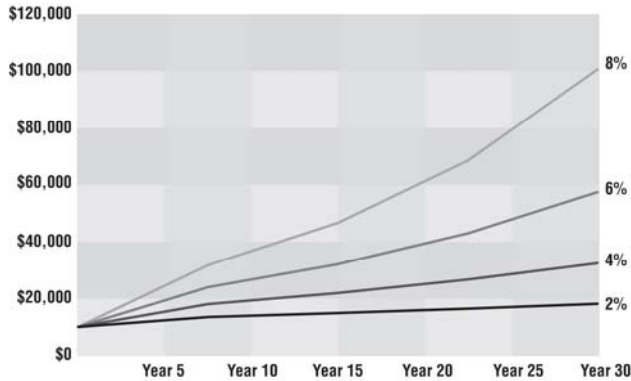


Your account is adjusted for investment earnings or losses on a daily basis. Investment income, net of administrative charges, includes interest, dividends and other earnings and also gains and losses in the market value of the investment funds you select. Earnings from your account are reinvested into your account.

The growth of your account depends on your contributed hours, the employer contribution rate and investment returns. For example, if your employer contributes \$3,440 a year on your behalf and your account earns an average investment return of 2%, 4%, 6% or 8% a year, your account would grow as shown in the chart below:



The following chart shows how an investment of \$10,000 would grow over 30 years at different rates of return. As you can see, even a small difference in the rate of return may make a big difference in your total account balance.





## Administrative Expenses

The Plan currently charges a fee of \$6.75 per month (\$81 per year) per participant to pay Mercer's recordkeeping fees and to defray administrative expenses of the Fund Office. These fees are deducted monthly from your account on the fifth business day of the month.

Pursuant to a Plan Expense Reimbursement Agreement between Mercer and the Plan's Trustees, any compensation Mercer receives from third parties by virtue of the Plan's investments is used to reduce the annual administrative fees that would otherwise be charged by Mercer, in this way directly benefiting the participant.

### Plan Recordkeeper and Custodian

Mercer is the recordkeeper for the Plan. Mercer Trust Company is the Plan's custodian, with contributions sent to Mercer Trust Company for investment.



# Your Account

This section provides information about your account, including information you will receive from the Plan, when you become vested, and when and how your account can be paid.

## Your Account Statement

The balance of your account will change as employer contributions are made to your account and based on the investment performance of your account. Four times a year, you will receive a statement of your account. You may also receive your current account information online at [www.ibenefitcenter.com](http://www.ibenefitcenter.com).

Your statement will show:

- the market value of your account balance at the beginning of the quarter,
- employer contributions made for you during the quarter,
- your share of investment income, including the net gain or loss in market value of your investment in each fund, net of administrative charges,
- any fees deducted for recordkeeping and administrative charges, and
- any fund transfers you may have made, and the market value of your account balance at the end of each quarter.

## Vesting

Vesting refers to your right to a Plan benefit. You are immediately 100% vested in your account balance in Pension Plan No. 5.

## When Your Account Is Paid

You can receive a distribution of your entire account balance by filing a completed application form with the Trustees after leaving Industry Employment if you:

- have reached age 55 with 10 years of eligibility service under a pension plan sponsored by the Trustees,
- are age 62 and have had contributions made on your behalf for at least 10 years,
- are age 65,
- are receiving a Social Security disability benefit, or you have applied for a Social Security disability benefit and the Trustees have determined you are unable to perform any work for an indefinite period because of a serious mental or physical impairment, or
- have not performed Industry Employment for at least two years, or have not worked for a contributing employer for at least two years but are working in the industry. In this case, your only payment option is a direct rollover. A direct rollover is a transfer of an eligible balance from one qualified plan to another, or to an individual retirement account (IRA).

### What Is Industry Employment?

Industry Employment is considered employment within the trade and geographical jurisdiction of Local Union 134.



**Please Note:** While you are registered at the referral hall, you are considered to be in Industry Employment because you are actively seeking covered employment.

You must start receiving payments by April 1 following the calendar year you reach age 70<sup>1</sup>/<sub>2</sub>, even if you are still working.

For more information on requesting a payment, see “Applying for Benefits” on page 17.

## How Your Account Is Paid

When it is time to receive a distribution of your account, the Plan provides you with several options. You may elect a payment form as described below. However, if you are married, your spouse must give written consent for you to elect the cash lump sum or the single life annuity form of payment.

### Cash Lump Sum

You receive your entire account balance in one cash payment. No further benefit is then payable.

### Single Life Annuity

Your account pays you a monthly payment for as long as you live. After your death, no payments will be made to anyone else. If you are single, this is your normal form of payment.

### 50% Contingent Annuity

If you are married, you are eligible for this option. Your account pays you a reduced monthly amount for your lifetime. After your death, your spouse will be paid 50% of your payment each month for the rest of his or her life. If you are married, this is your normal payment form.

You will receive written information about the 50% Contingent Annuity between 30 and 90 days before the annuity payments are scheduled to begin. However, in certain situations, the annuity can begin sooner than 30 days after you receive this information.

### 75% Contingent Annuity

If you are married, you are eligible for this optional form of benefit. Your account pays you a reduced monthly amount for your lifetime. After your death, your spouse will receive 75% of your reduced monthly benefit for the remainder of his or her life.

## Electing an Optional Form of Payment If You Are Married

If you are married, you may elect a cash lump sum or a single life annuity if you have your spouse’s consent. You must provide the Fund Office with your spouse’s written and notarized consent within 90 days before payment may be made. Please note that once your annuity payments begin, you may not make a change to the form of benefit.



## Paying Taxes

If you receive a cash lump sum, you should be aware that federal tax withholding up to 20% of your account balance is deducted from the payment you receive from the Plan. Your account balance is taxed as ordinary income in the year you receive it and, depending on your age and circumstances, may also be subject to a 10% federal tax penalty for early withdrawal.

You can defer the payment of income taxes and avoid the 20% withholding and any applicable penalty by instructing the Trustees to roll over the eligible balance directly into another qualified plan or an individual retirement account (IRA).

Another option is for you to receive your account balance and then roll it over yourself into another qualified plan or IRA within 60 days from the date of receipt. In this case, you defer income taxes, but the 20% withholding is still deducted from the Plan payment. As a result, only 80% of your account balance is available to be rolled over, and the remaining 20% would be taxable. To roll over an amount equal to 100% of your account balance and defer taxes on the full amount of your account balance, you will need to use other money to replace the 20% that was withheld by the Plan. This option is not available for a non-spouse beneficiary.

You should contact your personal tax advisor to get further information on the tax implications of any payment you receive from the Plan.

To request payment of the balance in your account after your employment ends and you meet the requirements under "When Your Account Is Paid" on page 14, call Mercer at (888) 752-6555 or the Fund Office at (312) 782-5442.

## Survivor Protection

If you die before benefit payments begin and you are single or have been married for less than one year, your beneficiary will receive the entire amount of your account in a lump sum payment.

If you have been married for at least one year at the time of your death, but before your Plan payments begin, your death benefit will be paid to your designated beneficiary. For purposes of designating a beneficiary, your individual account is divided into two equal portions: a spousal rights portion and a non-spousal rights portion.

The **spousal rights portion** will be paid in the form of a Qualified Preretirement Survivor Annuity (QPSA) unless your spouse consents to another person being designated as the beneficiary of the spousal rights portion. The QPSA is the actuarial equivalent of 50% of the balance of your account on the date of your death. Benefit payments will begin the first of the month following the month in which you die and will continue until your spouse dies. Your spouse may elect to waive the QPSA form of payment and elect a lump sum distribution of 50% of the balance of your account on the date of your death.

The second portion is the **non-spousal rights portion** which is paid to your designated beneficiary. You can designate your spouse as your beneficiary and it will be paid at the same time and in the same manner in which your spouse elected to have the spousal rights portion distributed. If you chose a non-spouse as your beneficiary, the non-spousal rights portion will be paid as an immediate lump sum or may be rolled over to an inherited IRA.





Please note that your spouse's written and notarized consent will be required if:

- the spouse elects not to receive the Qualified Preretirement Survivor Annuity, or
- you designate a beneficiary other than your spouse to receive more than 50% of your account balance.

If you do not name a beneficiary (or your named beneficiary does not survive you), or your beneficiary designation is invalid, your account (or the portion of your account that is not payable to your spouse in the form of a Qualified Preretirement Survivor Annuity) will be paid in the following order:

- your spouse,
- your children, in equal shares,
- your parents, or
- your estate.

## Applying for Benefits

To apply for your Pension Plan No. 5 benefits, you (or your named beneficiary) may telephone or write to the Fund Office for benefit application forms. You (or your named beneficiary) must file a completed application with the Fund Office, which will then present the application to the Trustees for approval. You (or your named beneficiary) may be asked to supply evidence of age and any other additional information the Trustees consider necessary to process the application.

Depending on the payment form you choose, it may take up to 90 days before you can expect payment. It is your responsibility to furnish any information needed, including a current mailing address. Failure to do so may delay the distribution of the benefit.



# Rules, Regulations and Administrative Information

This section provides information on how Pension Plan No. 5 complies with federal legislation, what to do if your benefit is denied or you receive a court order affecting your benefit, who is responsible for overseeing the Plan and how to contact them, and your rights under federal legislation.

## Complying with Section 404(c)

Pension Plan No. 5 is intended to comply with the requirements of ERISA Section 404(c). Under these rules, you have control over your investment fund selections and the Plan's fiduciaries may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you or your beneficiary. According to section 404(c) of ERISA, you may obtain the following information about the Plan's available investment fund options:

- A description of the annual operating expenses of each investment fund option and how they affect the net investment return of that investment fund, and the aggregate amount of these expenses expressed as a percentage of average net assets of the investment fund,
- Copies of any prospectuses, financial statements, reports and other similar materials relating to the investment funds that have been provided to Pension Plan No. 5,
- A list of the assets that make up the portfolio of each investment fund and the value of each asset or the proportion of the investment fund which it comprises,
- With respect to fixed rate investment contract fund options, the name of the contract issuer and the term of the contract and rate of return on the contract, and
- Information concerning the total value of shares or units in each of the investment fund options, as well as the past and current investment performance of each investment fund, determined net of expenses, and information concerning the value of shares or units in the investment fund options in which your Plan account is invested.

For any of the above information, please contact a Mercer customer service representative at (888) 752-6555.




## If Your Application for Benefits Is Denied

If an application is partially or wholly denied, you (or your beneficiary) will be notified within 90 days (45 days if the application is on account of your disability) from the time the application is received by the Trustees or within 180 days (75 days with one extension or 105 days with two extensions, if the application is on account of your disability) if the Trustees notify you before the end of the initial notification period that additional time is needed for processing the application. To help you refile your application the denial notice will give you:

- the specific reason for the denial;
- reference to the specific Plan provisions on which the determination is based;
- a description of any additional material or information necessary for you to perfect the claim and an explanation of why it's needed;
- a description of the Plan's review procedures and time limits;
- a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial of your claim on review;
- if your application is for benefits on account of your disability, your right to receive, upon your request, a copy of any internal rules, guidelines, protocols, or other similar criteria used as a basis for the denial; and
- if your application is for benefits on account of your disability, your right to receive, upon your request, an explanation of the scientific or clinical judgment that was used in applying the terms of the Plan to your medical circumstances.

You or your beneficiary may request a review by the Trustees no later than 60 days after a notice of denial is received (180 days if the denied application is on account of your disability). This request must be in writing and specify that it is an appeal for a review of a denied application for benefits. In connection with this appeal, you, your beneficiary or a representative has the right to review pertinent documents and submit issues and comments in writing to the Trustees. You may request copies of all documents, records and other information relevant to your denied claim. If you are appealing a denial of an application for benefits on account of your disability, you may also request access to:

- any policy, statement or guidance concerning the denied treatment option or benefit for your diagnosis, regardless of whether it was relied on in the denial; and
- the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial, regardless of whether the advice was relied on in the denial.



Your appeal will be decided by the Board of Trustees or a sub-committee of the Board. The Trustees hold regular meetings at least four times per year. If your appeal is filed more than 30 days before a regular meeting of the Trustees, your appeal will be decided at that meeting unless special circumstances require an extension of time for processing, in which case a decision will be made on your appeal at the next following meeting of the Trustees. If your appeal is filed within the 30-day period immediately preceding a regular meeting of the Trustees, the appeal will not be decided at that meeting but will be decided at the next following meeting, unless special circumstances require an extension of time for processing your appeal. In that case, a decision will be made on your appeal at the third regular meeting following the date your appeal was filed.

Once the Board of Trustees has decided your appeal, the Plan will send you a written notice of the decision. The notice will be mailed within five days of the Trustees' decision. If the Trustees uphold the denial of your claim, you will then have the right to file suit under the authority of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Also, if your appeal is denied, you are entitled to receive upon request at no cost, copies of documents and information that the Plan relied on in denying your claim. See "Your Rights Under ERISA" on page 24 for more information.

No lawsuit or other action against the Pension Trust or its Trustees may be filed until the matter has been submitted for review under these procedures. In the event your appeal has been denied, no legal action can be brought after 90 days from the decision on appeal.

## Assignment of Benefits

Generally, your benefit may not be assigned, sold, transferred, garnished or pledged as collateral. Part or all of your benefit, however, may be allocated to an alternate payee (your spouse, ex-spouse, child, or other dependent) to satisfy a qualified domestic relations order (QDRO). A QDRO, issued by a state court, provides that a portion of your benefit be paid for support, maintenance or marital property rights.

Benefits payable to you will be paid in accordance with the payment provisions described in "How Your Account Is Paid" on page 15. If specified in the QDRO, the alternate payee may receive an immediate payment. The alternate payee may also choose to have the benefit held in the Plan until the later of:

- 60 days after the end of the Plan year in which you reach age 65,
- 60 days after the end of the Plan year in which you terminate employment, or
- April 1 following the calendar year in which you reach age 70 $\frac{1}{2}$  or would have reached age 70 $\frac{1}{2}$ .

The QDRO must specify when the alternate payee's payments are to begin and the payment form. The payment forms available for an alternate payee are:

- a lump sum cash payment,
- installment payments, or
- a single life annuity.



The QDRO may state that on your death the alternate payee will be your named survivor for all or a portion of your benefit. The QDRO may provide that the alternate payee may specify a beneficiary who will receive the alternate payee's benefits if he or she dies before receiving payment.

You may obtain a copy of the Plan's model QDRO and the procedures governing QDRO determinations without charge from the Fund Office.

## Other Plan Details

This section contains other important information about the administration and funding of Pension Plan No. 5.

### Plan Name

The official name of the Plan is the Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago Pension Plan No. 5.

### Plan Administrator and Plan Sponsor

The Plan Administrator and Plan Sponsor of the Plan, as described in this SPD, is the:

Board of Trustees of Electrical Contractors' Association and Local Union 134,  
I.B.E.W. Joint Pension Trust of Chicago  
221 North LaSalle Street, Suite 200  
Chicago, Illinois 60601

The benefit program is administered under provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Internal Revenue Code of 1986, as amended. All of your rights and benefits are solely governed, respectively, by the Joint Pension Trust and Pension Plan No. 5.

### Agent for Legal Process

Sean P. Madix, Fund Administrator, located at 221 North LaSalle Street, Suite 200, Chicago, Illinois 60601, is the agent for service of legal process concerning the Plan. The telephone number is (312) 782-5442.

Service may also be made on the Board of Trustees or an individual Trustee at the addresses listed below.

### Trustees

The Plan Trustees who authorize benefit payments have the authority to resolve questions concerning the Plan and to make rules to implement the Plan. The Trustees have discretion to interpret the Plan's language to determine eligibility and Plan benefits.

As of July 1, 2012, the members of the Board of Trustees are as follows:

#### *Employer Trustees*

William T. Divane, Jr.  
Divane Bros. Electric Co.  
2424 North 25<sup>th</sup> Avenue  
Franklin Park, Illinois 60131  
(847) 455-7143



Kevin M. O'Shea  
Shamrock Electric Company, Inc.  
1281 East Brummel Avenue  
Elk Grove Village, Illinois 60007  
(847) 593-6070

Steven Diamond  
Malko Electric Company  
6200 Lincoln Avenue  
Morton Grove, Illinois 60053  
(847) 967-9500

Michael R. Walsdorf  
Advent Systems, Inc.  
435 W. Fullerton Avenue  
Elmhurst, Illinois 60126  
(630) 279-7171

Kenneth Bauwens  
Jamerson & Bauwens Electrical Contractors, Inc.  
3055 MacArthur Blvd  
Northbrook, Illinois 60002  
(847) 291-2000

***Union Trustees***

Terry Allen

John P. Dalton

Christopher N. McCormick

Samuel Evans

Kevin Connolly

I.B.E.W. Local 134  
600 West Washington Boulevard  
Chicago, Illinois 60661  
(312) 454-1340

All questions and requests for information should be sent to the Trustees at the following address:

**Attention:** Plan Administrator  
Electrical Contractors' Association and Local 134 I.B.E.W. Joint Pension  
Trust of Chicago Pension Plan No. 5  
221 North LaSalle Street, Suite 200  
Chicago, Illinois 60601

**Plan Funding**

Coverage for you under the Plan is paid for by contributions of the contributing employers to the Board of Trustees of Electrical Contractors' Association and Local Union 134, I.B.E.W. Joint Pension Trust of Chicago. The amount of the contribution is established by the collective bargaining agreements. Assets are held in trust by the Trustees and disbursed by them. Contributions are sent to the Plan's custodian, Mercer Trust Company, for investment.



## Plan Year

Plan administration and Plan records are maintained on a fiscal year basis with the Plan year ending on June 30.

## Employer Identification Number

The employer identification number for federal government purposes is EIN 51-6030753.

## Plan Number

The Plan number is 005.

## Future of the Plan

Although the Trustees intend to continue this Plan indefinitely, the Trustees reserve the right to change or discontinue the Plan at any time for any reason. Modifications or amendments may be made retroactively, if necessary, to qualify or maintain the benefits program in order to meet the requirements of applicable law, including the Internal Revenue Code of 1986, as amended and the Employee Retirement Income Security Act of 1974, as amended (ERISA). No amendment will deprive you of any benefits to which you have earned the right, to the extent that those benefits are then funded. If the Plan is terminated, your benefits under the Plan will be 100% vested.

Since this is a defined contribution plan, with benefits based on your actual account balance, your benefit is not guaranteed by the Pension Benefit Guaranty Corporation (PBGC). The PBGC is a federal agency that insures benefits based on a defined benefit formula.

## Allocation of Fiduciary Responsibility

The Trustees have full power and discretionary authority to interpret and administer the Plan. This includes, but is not limited to, discretionary authority to determine all questions relating to eligibility to participate in, be covered by, and receive a benefit under the Plan. The Trustees may rely on administrative guidelines and precedents and seek advice from third party consultants. The Trustees may delegate authority, in whole or in part, in certain circumstances, subject to review by the Trustees under applicable procedures. Benefits will only be paid when the Board of Trustees, or persons delegated by them to make such decisions, decide, in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms of the Plan.



## Your Rights Under ERISA

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA), as outlined in this section.

### Receive Information About Your Plan and Benefits

ERISA provides that all Plan participants are entitled to:

- Examine documents governing the Plan (including any insurance contracts where applicable and collective bargaining agreements) and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports (including Form 5500 series). You may review these documents without charge at the Plan Administrator's office during normal business hours. In addition, documents filed with the U.S. Department of Labor are available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of Plan documents and other Plan information (including insurance contracts, collective bargaining agreements, Form 5500 series, and an updated Summary Plan Description) upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for copying the documents.
- 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 report.
- Obtain a statement telling you the amount of benefit to which you are entitled. The 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.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon people who are responsible for the operation of the Plan. The people who operate the Plan are called "fiduciaries" of the Plan and have a duty to do so prudently and in the best 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 retirement benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a 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 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, 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 the costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration (EBSA)  
U.S. Department of Labor  
200 Constitution Avenue N.W.  
Washington, D.C. 20210

EBSA's regional office is located at 230 South Dearborn Street, Suite 2160, Chicago, Illinois 60606, and its telephone number is (312) 353-0900.

You may also obtain certain publications about your rights and responsibilities under ERISA by contacting the Employee Benefits Security Administration as follows:

- By calling (866) 444-3272;
- Sending electronic inquires to [www.askebsa.dol.gov](http://www.askebsa.dol.gov); or
- Visiting the web site of EBSA at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).



## Contact Information

The following table shows you who to contact when you have questions about your benefits.

<b>For Information on...</b>	<b>Contact</b>	<b>Phone Number and Website</b>
Your investment options and account balance	Mercer	(888) 752-6555 or (888) PLAN555 <a href="http://www.ibenefitcenter.com">www.ibenefitcenter.com</a>
Requesting a distribution from your account or applying for benefits	The Fund Office	(312) 782-5442 <a href="http://www.fundoffice.org">www.fundoffice.org</a>