



# Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Fund



## Plan Document and Summary Plan Description

November 1, 2010

**Your Funds. Your Foundation. Your Future.**





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## Introduction

Effective November 1, 2010, the Trustees established the Local Union No. 9 IBEW and Outside Contractors Supplemental Employment Benefit Fund Trust (the "Trust"). The Trust and the Plan have been established under Code Section 501(c)(17) for the purpose of providing payments that supplement state unemployment compensation for eligible Employees whose employment with an Employer is terminated involuntarily due to layoff or reduction in workforce.

## Definitions

Where the following words and phrases appear in this Plan, they shall have the respective meaning set forth below, unless their context clearly indicates to the contrary:

### Association

The Middle States Electrical Contractors Association of the City of Chicago.

### Code

The Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation, which amends, supplements, or replaces such section or subsection.

### Collective Bargaining Agreement

A written agreement between the Union and the Association.

### Employer

- Members of the Association; and/or
- An Employer that has an agreement with the Union or Fund to make Contributions to the Fund; and/or
- An Employer that does not have an agreement with the Union but that acknowledges the Union as the collective bargaining representative of Employees performing work

of the type specified within the Collective Bargaining Agreement between the Union and the Association.

### Contributions

Payments made or due to the Trust Fund by Employers, pursuant to the terms of the Trust Agreement, a Participation Agreement, or a Collective Bargaining Agreement, on behalf of their Employees for work performed by such Employees.

### Covered Employment

Work performed by an Employee for an Employer for which Contributions are required to be made to this Fund.

### Effective Date

November 1, 2010, the date on which the provisions of this Plan became effective.

### Employee

A common law employee whose Employer is obligated to contribute to the Trust Fund on his or her behalf.

### ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time.

### Fund Administrator

The person or persons designated by the Board of Trustees pursuant to its authority under the terms of Trust Agreement; however, if a person is not designated, the Board of Trustees, as the Plan sponsor will act as the Fund Administrator.

### Participant

An Employee eligible for coverage under this Plan.

### Participation Agreement

A written agreement between an Employer and the Board of Trustees obligating the Employer to make Contributions to the Fund on behalf of the Employer's Employees whether or not subject to the terms of a Collective Bargaining Agreement.

## **Plan**

The Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Plan, which is the program of benefits described in this document, including any other written document designated by the Trustees as constituting a part of the Plan, established, and as it may be from time to time amended, by the Board of Trustees, pursuant to the provisions of the Trust Agreement.

## **Trustee, Trustees, or Board of Trustees**

A person or persons designated by the Trust Agreement or appointed by a person or entity granted the authority by the Trust Agreement.

## **Trust Agreement**

The Agreement and Declaration of Trust that established the Local Union No. 9 IBEW and Outside Contractors Supplemental Unemployment Benefit Trust, including all amendments, establishing the Trust Fund and its rules of operation.

## **Trust Fund**

The Local Union No. 9 IBEW and Outside Contractors Supplemental Unemployment Benefit Trust.

## **Union**

The Local Union No. 9, International Brotherhood of Electrical Workers, AFL-CIO and any successors.

## **Working Quarter(s)**

Working Quarters are defined as follows:

January-February-March  
April-May-June  
July-August-September  
October-November-December

## **Construction**

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine or

neuter gender, and the singular shall be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary.

The words "you" and "your" shall mean and refer to the Employee and/or Participant.

The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or section.

## Eligibility for Benefits

### General

Notwithstanding “Initial Eligibility for Participation” below, no Employee shall be eligible for benefits under this Plan and no payments shall be made prior to February 1, 2012 or for any period of unemployment prior to February 1, 2012. The Trustees may, in their sole discretion, determine that a different date or asset threshold is more appropriate to trigger benefit eligibility.

### Initial Eligibility for Participation

You become eligible for participation in this Plan after working 1,200 hours or more in Covered Employment in the previous four completed Working Quarters. Eligibility to collect benefits will begin two weeks after termination of employment; the date of termination of employment shall be the Claim Date as shown on your unemployment benefit check or check stub issued by the Illinois Department of Employment Security or a like government entity if you reside outside the State of Illinois.

### Eligibility for Benefits

After you become eligible for participation, you then become eligible for benefits upon meeting the following eligibility requirements:

- Worked 1,200 hours or more in Covered Employment in the previous four completed Working Quarters; and
- Had your employment with an Employer terminated involuntarily due to layoff or reduction in workforce (no benefits are paid if unemployment is the result of a strike or work stoppage); the Fund Administrator will verify the reason for unemployment with the your most recent Employer or with the Union in order to assure the loss of employment was involuntary due to layoff or reduction in workforce; and
- Be receiving state unemployment compensation; and
- Be registered with the Union as available for work on the Out-of-Work Book, be available

to work in Covered Employment, and otherwise comply with the Union’s out-of-work procedures; and

- Not be receiving Social Security benefits; and
- Not be receiving benefits from the Local Union No. 9, IBEW and Outside Contractors Pension Fund, and
- Are unemployed for at least two weeks prior to commencement of benefits under this Plan, and the beginning date of unemployment shall be the Claim Date as shown on your unemployment benefit check or check stub issued by the Illinois Department of Employment Security or a like government entity if you reside outside the State of Illinois; and
- Not be receiving loss of time benefits from the Local Union No. 9, IBEW and Outside Contractors Health and Welfare Fund, and
- Not be working outside the geographical area of the Union’s jurisdiction (i.e., Cook County, Will County, Grundy County, and Kankakee County, Illinois) in a trade or craft otherwise covered under the Collective Bargaining Agreement; and
- Not be subject to an exhaustion of your benefit under this Plan; and
- Have completed and filed any required application forms, which are to be filed at the Fund Office at Local Union No. 9, IBEW and Outside Contractors Supplemental Unemployment Benefit Plan, 4415 Harrison Street, Suite 324, Hillside, IL 60162-1902 (it is the responsibility of the participant to request application forms from the Fund Office), and such other pertinent information and documentation as the Board of Trustees may require in its discretion; and
- Have mailed, emailed, faxed or presented in person a copy of your state unemployment check stub to the Fund Office within 14 days of the pay date on the check. You must submit copies of unemployment check stubs for each week of benefits for which you apply. Benefits will not be paid on check stubs received after the 14-day deadline. No exceptions will be made. The Plan and Fund Administrator shall be entitled to rely on copies of state unemployment checks in

determining whether a Participant is receiving state unemployment compensation.

years, you must return to work within 90 days of discharge.

## **Military Service**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) protects the reemployment rights and benefits of civilian employees who enter the military” for a brief, non-recurrent period and have no expectation of significant continuing military service.” This protection extends to employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five years or less. “Uniformed military service” includes: active duty, active duty for training, initial active duty, full-time National Guard duty, and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service. When you are away from covered employment due to uniformed military service covered by this law and return timely to work for a contributing employer, your Plan benefits will be protected as follows:

- No forfeiture of benefits already accrued is allowed, and
- There is no need to requalify for participation in the Plan due to absence for military service.

You will not, however, be eligible to receive Plan contributions for the period that you are on military duty. If you will be entering military service, you must notify your Employer and the Fund Administrator in writing on a form available from the Fund Office. You must attach a copy of your deployment orders to the completed form and return it to the Fund Office before you enter military service. When you return from military service, you must notify the Fund Administrator. You will forfeit any protected Plan benefits unless you return to work within certain time limits:

1. If the length of your military service was less than 31 days, you must return to work the next work day following discharge (with an 8 hour rest period);
2. If the length of your military service was more than 30 days but less than 181 days, you must return to work within 14 days of discharge; or
3. If the length of your military service was more than 180 days but not more than 5

Within 14 days after returning to work, you must also furnish the Fund Office with copies of your discharge papers showing the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not. If you did not receive an honorable discharge (or if the length of your military service was more than 5 years), you will not enjoy the protections listed above.

## Benefits

### Supplemental Unemployment Compensation

In the event that you are laid off from work involuntarily due to layoff or reduction in work force, the Plan will provide a temporary weekly income to you for as long as you are in layoff status, but in no event longer than 13 weeks. Subject to the satisfaction of all other eligibility requires, the benefit may commence two weeks after the unemployment Claim Date as shown on your unemployment benefit check or check stub issued by the Illinois Department of Employment Security or a like government entity if the you reside outside the State of Illinois, and provided that retroactive payments will not be made. The amount of the benefit shall be \$200 per week.

In other words, you will not receive a benefit for the first two weeks of your unemployment. Your benefit will be calculated starting with the 14<sup>th</sup> day of your unemployment as determined by the Claim Date.

In the event you, while receiving benefits, fail to remain registered on the Out-of-Work Book with the Union as available for work, are not available to work in Covered Employment, or otherwise fail to comply with the Union's out-of-work procedures, you may be deemed to have exhausted your 13 weeks of benefits, subject to renewal of eligibility for benefits as provided in "Reinstatement after Exhaustion of 13 Weeks of Benefits" below.

### Reinstatement after Exhaustion of 13 Weeks of Benefits

Upon exhaustion of 13 weeks of benefits, to again become eligible you must have worked 360 hours or more in Covered Employment in the immediately prior completed Working Quarter (eligibility for benefits may begin on the first day of the second month following such Working Quarter), and you must meet all other eligibility requirements – including but not limited to eligibility to receive state unemployment compensation.

## Reduction or Termination of Benefits

If a Participant falsifies any required documentation, then benefits under this Plan will be suspended for that Participant. Also, if a Participant is not available for work or rejects more than one call, then benefits will be terminated. However, acceptance of a Short Call Job will not prevent immediate resumption of remaining benefits. Short Call Job is defined as a job lasting three weeks or less.

Notwithstanding any other provision in this Plan, benefits will not be paid on or after the date information is received at the Fund Office for the preceding month for which complete data is available during which more than 750 Employees are working in Covered Employment (individuals who have traveled to the IBEW Local No. 9 jurisdiction to work shall not be included in the count). Benefit payments will resume once employment is at 750 individuals or less, however benefits will not be paid retroactively.

### Payment of Benefits and Payment Schedule

Payment will be made by direct deposit to the bank account the Participant specifies on his application or by U.S. Mail to the Participant's address on record at the Fund Office, whichever is indicated on the Application for Benefits. Checks will not be available for pickup at the Fund Office.

The Payment Schedule will be as follows: Once a Participant has provided a complete and satisfactory application for benefits, benefit payments will be paid biweekly. The Fund Administrator will pay all completed applications gathered in a two-week period (Monday through Friday work weeks) no later than the following Wednesday. For instance, satisfactory application submitted between Monday, February 27 and Friday, March 9, 2012 will be paid on Wednesday, March 14, 2012.

Continued payments according to the Payment Schedule will be made every other Wednesday provided the Participant submits evidence of continued unemployment, as specified on page 4 in "Eligibility for Benefits."



## Contributions

Employers shall contribute such amounts to the Trust Fund from time to time as may be required by the Collective Bargaining Agreement, or such other amounts as the Trustees deem appropriate and actuarially necessary in order to enable the Trustees to pay the amounts due under this Plan.

Employees have no right to make contributions directly to the Trust Fund.

## Miscellaneous

### Nonassignability and Facility of Payment

Benefits payable under the Plan are not in any way subject to the debts or other obligations of the persons entitled thereto and may not be voluntarily or involuntarily sold, transferred, or assigned to any person or persons. Benefits payable under the Plan shall be payable only to the Employee who is eligible for the benefits, except that if the Trustees shall find that such an Employee is deceased or is unable to manage his affairs for any reason, any such benefit payable to him or her shall be paid to his or her duly appointed legal representative, if there is one, and if not, to the spouse, parents, children or other relatives or dependents of such Employee as the Trustees in their sole discretion may determine. Any benefit so paid shall be a complete discharge of any liability with respect to such benefit. In the case of death, no benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death. If the Fund Administrator has administratively segregated any portion of the Fund in connection with any determination that a benefit is payable under the Plan and the amount of such payment not claimed within a period of two (2) years from the date of such determination, such amount shall revert to the Trust Fund.

### No Vested Interest

Except with respect to his or her right to receive any benefit for which he or she qualifies under the Plan, no Employee or any other person shall have any right, title, or interest in or to the assets of the Trust Fund, or in or to any Employer contributions thereto, such contributions to be made to and held under the Trust for the sole purpose of providing benefit payments under the Plan in accordance with its terms and defraying expenses thereof. Neither the Trustees nor the Employers in any way guarantee the payment of any benefit that may be or become due to any person under the Plan. The liability of the Employers and the Trustees for payment of benefits under the Plan as of any date is limited solely to the then assets of the Trust Fund.

## Applicable Law

Subject to the provisions of ERISA, as the same may be amended from time to time, and other applicable federal law that may provide otherwise, this Plan in its then-current form shall be administered, construed, and enforced according to the laws of the State of Illinois.

### Right of Recovery

If an Employee receives benefits under this Plan that he or she is not entitled to, the Trustees shall have the right to recover such overpayments either by offsetting future payments or by taking any other action permitted under any applicable law to collect such overpayments. In pursuing claims for overpayment, the Trustees shall have the right to recover reasonable attorney's fees and litigation costs. If any Employee knowingly misrepresents or falsifies any information or matter in connection with a claim filed for benefits, the Trustees have the right to deny all or part of the benefits that might otherwise be due in connection with that claim.

### Responsibility for Taxes

The Participant shall have full responsibility for paying any federal, state or local taxes incurred as a result of the payment of benefits under the Plan. Supplemental unemployment benefits are subject to income tax withholding and other tax withholding by the Plan to the extent required by The Code or other applicable law.

## **Amendment, Termination, Consolidation or Merger**

### **Amendment**

The Trustees may amend this Plan at any time and from time to time, and the amount and duration of any benefit under the Plan may be decreased, increased, terminated or otherwise modified, except that no such amendment shall permit the return or reversion to any Employer of any part of the Trust Fund, nor permit the use or application of the Trust Fund for the benefit of anyone other than Participants prior to the satisfaction of all existing or contingent liabilities arising under the Plan.

### **Termination**

The Plan may be terminated at any time by the Trustees, subject to the same limitations with respect to the effect of any such termination as are set forth in the section above entitled "Amendment" with respect to amendments of the Plan. Termination of the Plan shall be effected by a written resolution adopted by the Trustees.

### **Contributions Conditioned Upon Approval**

This Plan and related Trust are designated to qualify under Code Section 501(c)(17). Anything contained herein to the contrary notwithstanding, if a determination letter issued by the Internal Revenue Service is to the effect that the Plan and Trust herein set forth or as amended before the receipt of such letter do not meet the requirements of Code Section 501(c)(17), the Plan and Trust shall then terminate and all rights of the Employees shall cease and come to an end with the same effect as if the Plan and Trust had never been adopted.

## Administration

### Allocation of Fiduciary Responsibilities

The fiduciaries of the Plan and Trust shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Plan or the Trust Agreement. In general, the Employers shall have the sole responsibility for making the contributions provided for under the Plan. The Trustees shall have the sole responsibility for the administration of this Plan, but only to the extent specifically described in this Plan and the Trust Agreement. The Trustees shall have responsibility for the administration of the Trust Fund and the management of the assets held under the Trust Agreement, to the extent provided in the Trust Agreement. No fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

### Fund Administrator

The Plan will be administered by a Fund Administrator appointed by a majority of the Trustees.

### Claims Procedure

The right of any person to a benefit shall be determined in accordance with the terms of this Plan. Claims for benefits shall be submitted to the Fund Administrator or to his or her designated representative. Any denial of a claim for benefits under the Plan by the Fund Administrator shall be stated in writing and delivered or mailed to the Employee within 60 days of the denial. Such notice shall set forth the specific reasons for the denial, the Plan provisions relied upon in denying the claim, and how to appeal the denial; the denial shall be written in a manner that may be understood without legal or actuarial counsel. An Employee whose claim for benefits has been denied may appeal in writing such denial within 60 days of being notified of the denial. The Board of Trustees may delegate the power to hear appeals to a Benefit Appeals Committee consisting of members of the Board of Trustees. The Board of Trustees (or its Benefit Appeals Committee) shall respond in writing to the appeal request. The determination of the Board of Trustees (or its

Benefit Appeals Committee) shall be final and shall be given judicial deference in any later court action to the extent it is not arbitrary and capricious.

### Records and Reports

The Trustees shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to annual reports to the U.S. Department of Labor and other federally mandated records and reports.

### Application and Forms for Benefits

The Trustees may require an Employee to complete and file with the Fund Administrator an application for a benefit and all other forms approved by the Trustees, and to furnish such other pertinent information and documentation as the Board of Trustees may require in its discretion. The Trustees may rely upon all such information so furnished it, including the Employee's current mailing address.

### Interpretation by Trustees

The Trustees shall have full authority and complete discretion to interpret this Plan, and to decide all questions arising in the administration and operation of this Plan, including but not limited to all questions of eligibility and status. Any such interpretations or decisions of the Trustees shall be conclusive and binding on all persons. Any reviewing court shall defer to interpretations and decisions of the Trustees unless such interpretations and decisions are arbitrary and capricious.

## Summary Plan Description

### Administration

This Plan is administered by the Trustees of the *Local Union No. 9 IBEW and Outside Contractors Supplemental Unemployment Benefit Trust*, although the administration may be delegated to other individuals or entities. This benefits 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 (“The Code”).

### Plan Identification Numbers

The identification number for federal government purposes are:

EIN: 32-0320610

PN: 001

### Plan Sponsor and Administrator

The Fund Administrator is Rebecca Thames-Simmons, located at 4415 Harrison Street, Suite 324, Hillside, IL 60162-1902. Her telephone number is: (708) 449-9004 and her email address is becky@efringes.net.

### Legal Service

Service may be made on the Fund Administrator and may also be made on the Board of Trustees.

### Administration

The Trustees who authorize the Plan benefits have the complete and unrestricted discretion to resolve all questions concerning the Plan and to make rules to implement the Plan and decisions of the Trustees shall be final and binding. Benefits under the Plan will be paid only when the Trustees, or persons delegated by them to make such decisions, decide in their sole discretion, that the participant is entitled to benefits under the terms of the Plan.

## Board of Trustees

Employer Trustees	Union Trustees
Art Burke Hecker and Company 250 E Industrial Ln Wheeling, IL 60090	John C. Burkard Local No. 9, IBEW 4415 Harrison St Ste 330 Hillside, IL 60162
William R. Darnstadt Pinner Electric Company 650 East Elm Avenue LaGrange, IL 60525	John G. Dowling Local No. 9, IBEW 4415 Harrison St Ste 330 Hillside, IL 60162
Daniel J. Divane IV (Alternate) Divane Bros. Electric Co. 2424 North 25 <sup>th</sup> Avenue Franklin Park, IL 60131	William W. Niesman Local No. 9, IBEW 4415 Harrison St Ste 330 Hillside, IL 60162
William T. Divane, Jr. (Chairman) Divane Bros. Electric Co. 2424 North 25 <sup>th</sup> Avenue Franklin Park, IL 60131	Joseph P. Notaro (Alternate) Local No. 9, IBEW 4415 Harrison St Ste 330 Hillside, IL 60162
Frank A. Lizzadro Meade Electric Co., Inc. 9550 W 55 <sup>th</sup> St, Ste A McCook, IL 60525	Robert W. Pierson (Secretary) Local No. 9, IBEW 4415 Harrison St Ste 330 Hillside, IL 60162
Louie S. Veneziano (Alternate) H&H Electric Company 2830 Commerce Street Franklin Park, IL 60131	

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

Local Union No. 9, IBEW and Outside  
Contractors Supplemental Unemployment  
Benefit Plan  
4415 Harrison St., Suite 324  
Hillside, IL 60162-1902

The Plan is financed by Employer contributions to the Trust Fund. Employers have no right to contributions made to the Trust Fund.

Although the Trustees intend to continue the Plan indefinitely, the Trustees reserve the right in their sole and unrestricted discretion to change or discontinue the Plan at any time for any reason.

Changes or amendments may be made retroactively, if necessary, to qualify or maintain the benefits programs in order to meet the requirements of The Code. Although the Trustees intend to maintain these benefits, economic conditions could cause a benefit reduction. If a substantial number of members are laid off, Plan benefits may be lowered so more members may receive benefits. The Plan benefit may also be lowered because of insufficient Trust Fund assets. The Trustees may suspend Plan benefits in times of low unemployment.

## Your Legal Rights

The Plan is administered under the provisions of ERISA. ERISA provides that all Plan participants are entitled to:

- Examine, free of charge, any and all official documents related to the Plans such as contracts, collective bargaining agreements, detailed annual reports and Plan descriptions. These documents are available at the Fund Office.
- Obtain copies of all Plan documents and other Plan information upon written request to the Fund Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial reports.
- Receive a summary of any material changes to the Plan within 210 days after the end of the plan year in which the changes are made.

ERISA also imposes duties on the persons responsible for the operation of employee benefit plans. The law refers to these persons as "fiduciaries." Fiduciaries have a duty to act prudently and in the interest of Plan participants and their 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 benefit or exercising your rights under ERISA.

If your benefit claim is denied, in whole or in part, the Fund Administrator must send you a written explanation of the denial. You may then ask the Fund Administrator to review and reconsider your claim. Under ERISA, you can take certain actions to enforce your rights. If you request materials from the Fund Administrator and do not

receive them within 30 days, you may file suit in a federal court. The court may require the Fund Administrator to provide the materials and pay you up to \$110 a day (as indexed for inflation) until you receive them, unless the materials were not sent due to reasons beyond the plan administrator's control. If you claim for a benefit is denied, in whole or in part, you may file suit in a state or federal court. If you believe the Plan's fiduciaries have misused the Plan's money or if you believe you were 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. The court may order the person you have sued to pay court costs and fees, or the court may order you to pay such costs and fees, if, for example, it finds your claim is frivolous.

If you have any questions about this Plan, you should contact the Fund Administrator. If you have questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administrator ("EBSA"), U.S. Department of Labor, listed in your telephone directory. The Chicago regional office is located at 200 West Adams, Suite 1600, Chicago, Illinois 60606; telephone number (312) 353-0900. Or, contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 contacting the EBSA as follows:

- By calling (866) 444-3272
- By sending electronic inquiries to [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or to the website of EBSA at [www.dol.gov/EBSA](http://www.dol.gov/EBSA).

Please contact the staff at the Fund Office if you have any questions.

