

BUILDING TRADES ANNUITY BENEFIT FUND

SUMMARY PLAN DESCRIPTION

(Rules Effective January 1, 2023)

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**Building Trades Annuity Fund
585 Stewart Avenue, Suite 330
Garden City, NY11530**

To: Participants in the Building Trades Annuity Fund

We are pleased to present this Summary Plan Description (“SPD”) explaining the benefits provided by the Building Trades Annuity Fund (“Fund”). We suggest you review this material carefully in order to take full advantage of the benefits provided. This SPD explains the basic rules of the Fund as of January 1, 2023. This SPD is only a summary of the rules, regulations, and procedures of the Building Trades Annuity Plan (“Plan”). You should refer to this booklet whenever you need general information about your plan of benefits.

Benefits are provided to eligible employees and their eligible beneficiaries as a result of collective bargaining. Under the terms of your Collective Bargaining Agreement or a Participation Agreement, your Employer is required to make contributions to the Fund. You may contact the Administrative Manager for information concerning your Employer’s contribution obligations.

The Fund is administered by a Board of Trustees comprised of individuals appointed by the Building Industry Electrical Contractors Association (“Association”). The Trustees administer the Fund in accordance with the Fund’s Agreement and Declaration of Trust. They have the right to make rules about eligibility for benefits and may change these rules at any time consistent with applicable law. Although the Trustees intend to continue the Plan, they reserve the right to terminate the Plan at any time in accordance with the terms of the Fund’s Agreement and Declaration of Trust. The Trustees have the discretion to determine facts and interpret the terms of the Plan and this SPD and will interpret and apply the terms in situations not expressly addressed. Any decision or interpretation adopted by the Trustees in good faith will be binding on you and your Beneficiaries. You will be notified of any material modifications (changes) to this SPD as required by federal law.

If you have any questions regarding the Plan, this SPD, or your benefits, or would like to receive a copy of the Plan document, please contact the Administrative Manager at:

Building Trades Annuity Fund
585 Stewart Avenue, Suite 330
Garden City, NY11530

Sincerely,

The Board of Trustees of the Building Trades
Annuity Fund

INTRODUCTION

This document is a Summary Plan Description (“SPD”). The provisions of this document are subject to the rules, regulations, or procedures of the Building Trades Annuity Plan (“Plan”). The Board of Trustees has the right to modify, amend, and interpret the terms of this document and will interpret and apply the terms of this document in situations not expressly addressed in this document.

In the event of any conflict between this Summary Plan Description and the terms of the Plan, the terms of the Plan will govern.

This SPD summarizes many of the important Plan rules through January 1, 2023. Your right to receive benefits will be determined by the Plan in effect at the time you left Covered Employment. Copies of the relevant Plan and SPD that apply to you are available upon written request at the Fund Office.

This document contains a summary of the rights and benefits that pertain to you under the Plan. If you have trouble understanding any part of this material, contact the Administrative Manager. The address and telephone number are 585 Stewart Avenue, Suite 330, Garden City, NY 11530, (516) 833-9300.

Please remember that no one other than the Fund can verify your eligibility for benefits. Do not rely upon any statement regarding eligibility or benefits under the Plan made by your Employer.

It is extremely important that you keep the Fund Office informed of any change in address, marital status, or desired changes in Beneficiary designation. This is your obligation, and you could lose benefits if you fail to do so.

The importance of keeping a current, correct address on file with the Administrative Manager cannot be overstated. It is the only way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

DEFINITIONS

Account means the separate account maintained for each Participant to which contributions properly made by an Employer are credited, and adjustments are made for withdrawals, investment earnings and losses and expenses.

Administrative Manager means the Fund's third-party administrator, Dickinson Group, LLC.

Association means the Building Industry Electrical Contractors Association.

Beneficiary means the person(s) who is entitled to receive benefits from the Plan on behalf of a Participant following the Participant's death. If a Participant is married, his Spouse is automatically his Beneficiary, unless an alternative beneficiary is named consistent with the procedures described in Q&A 4(c). Unmarried participants can designate their Beneficiary by contacting the Administrative Manager and filing a Beneficiary Designation Form. If a Participant without a Spouse dies without a Beneficiary or his Beneficiary has predeceased the Participant, the Beneficiary will be the Participant's surviving children, equally; or if none, the Participant's surviving parents, equally; or if none, the Participant's estate.

Collective Bargaining Agreement means a written agreement between the Union and an Employer or the Association, requiring that contributions be made to the Fund on behalf of the Employer's Employees.

Covered Employment means employment for which an Employer is required to make contributions to the Fund.

Employee means an individual employed by an Employer on whose behalf contributions are made to the Fund.

Employer means, to the extent consistent with the Trust Agreement (i) an employer bound to a Collective Bargaining Agreement to make contributions to the Fund; (ii) an employer bound by the Settlement Agreement with the National Labor Relations Board establishing the Local 363 Annuity Fund E or (iii) an employer that has signed a Participation Agreement with the Fund .

Fund means the Building Trades Annuity Benefit Fund.

Hour of Service means each hour for which you are paid or entitled to be paid for the performance of your duties, consistent with the requirements of law.

Participant means an Employee that meets the requirements described in this SPD for participation in the Plan.

Plan means the Building Trades Annuity Benefit Fund's plan document, as may be amended or restated from time to time.

Participation Agreement means a written agreement between an Employer and the Fund requiring the Employer to make contributions to the Fund.

Spouse means the person to whom you are legally married as of the date you begin receiving benefits or as of the date of your death. A former spouse will also be considered a Spouse to the extent required under the terms of a Qualified Domestic Relations Order.

Trust Agreement means the Agreement and Declaration of Trust of the Fund, effective February 1, 1996, as amended or restated from time to time.

Trustees means the members of the Board of Trustees.

Union means United Electrical Workers of America IUJAT, Local 363 and Local 713, International Brotherhood of Trade Unions.

Valuation Dates mean the dates as of which Accounts are adjusted to reflect investment gains and losses. The Valuation Dates are March 31, June 30, September 30 and December 31 of each year.

GENERAL INFORMATION ABOUT THE PLAN

Name of Plan

Building Trades Annuity Benefit Plan.

Plan Sponsor

The Plan is sponsored by the Association to provide retirement benefits to eligible Fund Participants.

You may obtain a complete list of the Employers that contribute to the Fund upon written request to the Trustees. A list of these Employers is also available for examination upon written request to the Trustees. Upon written request you may also obtain information as to whether a particular Employer contributes to the Fund, and if so, the Employer's address.

Employer Identification Number

The employer identification number assigned to the Board of Trustees by the Internal Revenue Service is 11-3310059.

Plan Number

The plan number assigned to the Plan by the Board of Trustees is 001.

Type of Plan

The Plan is a defined contribution Profit Sharing Plan.

Plan Administrative Manager

The Plan is administered by a Board of Trustees that consists of individuals appointed by the Association. The powers and responsibilities of the Board of Trustees, and the Association's power to appoint and remove Trustees, are governed by the provisions of the Fund's Trust Agreement. The Board of Trustees has delegated responsibility for the day-to-day administration of the Fund to an Administrative Manager.

The address of the Board of Trustees is:

Board of Trustees
Building Trades Annuity Benefit Fund
585 Stewart Avenue, Suite 330
Garden City, New York 11530
Tel: 516-833-9300

Trustees

The current Trustees of the Plan are:

Frank Rappo
585 Stewart Avenue, Suite 330
Garden City, NY 11530

Eric Olynik
585 Stewart Avenue, Suite 330
Garden City, NY 11530

Legal Process

Legal process may be served on the Fund at the address of the Board of Trustees, listed above. In addition, process may be served upon any of the Trustees, individually, at the addresses listed above.

Establishment of Plan

The Fund was established as the result of a December 7, 1995, Settlement Agreement between, among others, the United Electrical Contractors Association and the National Labor Relations Board. The term "Settlement Agreement" refers to the December 7, 1995, Settlement Agreement. The Plan is operated and maintained according to the provisions of the Trust and this Plan of benefits. Contributions are made by Employers pursuant to the terms of the Settlement Agreement, a Collective Bargaining Agreement or a written Participation Agreement between an Employer and the Fund. A copy of the Collective Bargaining Agreements establishing the Fund may be obtained upon written request to the Administrative Manager. These documents are also available for examination at the Administrative Manager's office.

Funding Medium

The assets of the Fund are held in trust. Plan benefits are funded by Employer contributions made on behalf of eligible Employees based on the hours worked in Covered Employment. Participants are not allowed to make contributions to the Plan.

Plan Year

The fiscal year of the Plan is January 1 through December 31.

Amendment or Termination of Plan

The Trustees have the right to modify or amend, in whole or in part, any or all of the provisions of the Plan, subject to approval by the Association. The Trustees also have the right to

establish, amend, interpret and promulgate rules and regulations regarding the administration and function of the Plan, including the power to adopt, maintain and, if necessary, amend the Plan to comply with applicable law without the approval of the Association. Participants will be notified in writing of any amendments to the Plan adopted by the Trustees. No amendment shall deprive any Participant or Beneficiary of any vested interest under the Plan. The Plan Sponsor intends to continue the Plan indefinitely for your benefit but reserves the right to terminate the Plan at any time.

QUESTIONS AND ANSWERS ABOUT THE PLAN

1. When am I eligible to participate in the Plan?

You are an eligible “Participant” in the Plan when you work for an Employer that contributes to the Fund on your behalf pursuant to the terms of a Collective Bargaining Agreement and/or a written Participation Agreement with the Fund. Your participation in the Plan begins on the earlier of (a) the date when the Employer first becomes obligated to make contributions to the Plan on your behalf, or (b) after you have been employed for twelve (12) consecutive months beginning on the date you first complete an Hour of Service for which your Employer is obligated to make contributions on your behalf.

2. How does this Plan work?

Contributions made on your behalf by Employers pursuant to the terms of a Collective Bargaining Agreement and/or Participation Agreement are allocated to your individual Account. The Plan does not permit Participants to make direct contributions to their Account. However, subject to the approval of the Trustees, you may be able to “roll over” funds from certain other qualified retirement plans into your Account. If you would like to rollover funds from another retirement plan, contact the Administrative Manager for information on obtaining approval for such a rollover.

The amount in your Account will be determined quarterly as of each Valuation Date. Your Account balance will be adjusted to reflect the Plan’s income earnings and expenses on the Plan’s Valuation Dates. When you terminate employment, retire, die, or become disabled, as more fully explained in Q&A 4, you may be eligible to receive a distribution of your Account balance.

3. When am I eligible to receive a distribution of my Account balance?

When you terminate employment, retire, die or become disabled (as described in Q&A 4), you or your Beneficiary may be eligible to receive the balance in your Account. Participants are 100% vested in their Account at all times. This means that you have a non-forfeitable right to receive the balance in your Account at any time that you meet the eligibility requirements for a distribution (as described in Q&A 4).

Upon receipt of a properly completed application, 75% of your Account balance will be distributed to you. This distribution will be an amount equal to 75% of your account balance as the last completed valuation period as of the date on which your application is received. The remainder of your Account balance will be distributed after the first Valuation Date that follows the Fund’s receipt of your application.

Consider the following example:

The Fund receives your properly completed benefit application on April 3, 2024. At that time, the last completed valuation period was as of December 31, 2023 (because the valuation as of March 31, 2024 Valuation Date has not yet been determined). The Fund will distribute 75% of your account balance as of December 31, 2023. Once the final valuation as of June 30, 2024, is complete, the remainder of your account balance, if any, will be distributed to you.

4. When Am I Eligible to Receive a Distribution from the Fund?

There are a number of different circumstances under which a Participant may be eligible to receive a distribution of his or her Account balance. These circumstances include:

A. Disability benefits

If you leave Covered Employment because of a Permanent and Total Disability, you are eligible to receive a distribution of your Account balance. A Participant is considered to be Permanently and Totally Disabled only if he has received a determination of disability from the United States Social Security Administration under Title II of the Social Security Act, as amended.

B. Normal retirement

You are eligible to receive your Account balance following the date you attain age sixty (60), provided you have terminated Covered Employment. If you continue to work for a participating Employer after age sixty (60), you will continue to have contributions credited to your Account but will not be able to receive a distribution until you terminate Covered Employment, except as otherwise required by applicable law (See Q&A 7).

C. Preretirement death benefits

If you die before receiving the distribution of your Account balance from the Fund, your designated Beneficiary may be eligible to receive your Account balance. Your Account balance will be paid to your Beneficiary in the form of a lump sum. If you are married, your Spouse is automatically your Beneficiary. If you wish to designate someone other than your Spouse to be your Beneficiary for the pre-retirement death benefit, your Spouse must have waived her entitlement to this benefit and consented to the individual(s) named as your Beneficiary.

To be a valid waiver, your Spouse must, in writing (1) consent, to the election of a specific alternative beneficiary, (2) acknowledge the effect of such election, which is that your Spouse is giving up a benefit to which she is legally entitled to receive, and (3)

the waiver must be witnessed by a notary public. Any subsequent change in Beneficiary is subject to the consent of your Spouse. Any waiver that does not satisfy these requirements will be considered invalid and your Account balance will be paid to your Spouse. No spousal consent will be required if you establish to the satisfaction of the Trustees that the consent of your Spouse cannot be obtained because you have no Spouse, or, after exhaustion of all efforts required by the Fund, your Spouse cannot be located.

This waiver will only be effective for your consenting Spouse. It is not effective for any subsequent Spouse. If you and your Spouse properly waive your Spouse's entitlement to your Account and designate a different Beneficiary, your designated Beneficiary will receive your entire Account balance. The Administrative Manager will send you the forms necessary to waive this benefit and to designate a Beneficiary other than your Spouse, upon your request. Once waived, you may revoke the waiver at any time before your death by providing the Fund with a written document re-designating your Spouse as your Beneficiary.

D. Termination of Employment

If you do not work in Covered Employment for five (5) full Plan Years, you will be deemed to have experienced a termination of employment for purposes of this Plan and you will then be eligible to receive a distribution of the balance in your Account. You must submit an application for the benefit; it will not be paid to you automatically.

5. In what form may benefits be distributed?

You can choose to receive your entire Account balance as a single lump sum cash payment, or, if the value of your Account is at least two hundred dollars (\$200.00), you can elect to have your lump payment transferred to another eligible retirement plan, such as certain types of Individual Retirement Accounts ("IRA"), through an eligible rollover distribution.

When a lump sum distribution is made by the Fund, the Fund is generally required by the Internal Revenue Service to withhold twenty percent (20%) for federal income taxes, unless you timely transfer the lump sum amount directly to an IRA or other qualified plan that accepts these "rollover" payments, or as otherwise required by law. At the time of your distribution, the Administrative Manager will provide you with the additional information regarding your rollover options.

If you have already received your entire Account balance and the Fund subsequently receives contributions from an Employer that would result in a total amount credited to your Account, including lost earnings, of less than twenty-five dollars (\$25), you will not receive another distribution and that amount will revert to the Fund to defray administrative expenses. If the total amount that would be credited to your Account, including lost earnings, is twenty-five dollars (\$25) or more, you will receive a follow-up

lump sum distribution of that amount from the Fund as soon as administratively feasible following the Fund's receipt of the Employer contribution.

6. How do I elect a form of benefit payment?

If you want to receive a benefit from the Fund, you should contact the Fund's Administrative Manager to request an application. The application will require you to note whether you would like to receive your Account balance in a direct payment to you or whether you want to roll your Account balance into an IRA or another qualified plan.

7. When will payments begin?

Upon receipt of a properly completed benefit application, payments will be sent to you no later than sixty (60) days after the later of (a) the end of the Plan Year in which the event that entitles you to benefits occurs, or (b) the earliest date when the amount payable to you or your spouse can be ascertained.

Federal law requires that benefits must be paid to you no later than April 1 of the year following the year you attain age seventy and one half (70½) even if you do not apply for benefits. If you die before your benefits begin, and you do not designate a Beneficiary, benefits will be paid in accordance with the terms of this Plan and must be paid in full no later than five (5) years after you die. If you have designated a Beneficiary other than your Spouse, benefits must commence to your Beneficiary no later than December 31 of the calendar year following the calendar year during which you died. If your Beneficiary is your Spouse, payments must commence to your Spouse no later than December 31 of the calendar year following the calendar year during which you would have attained age seventy and one half (70½).

8. May benefits be paid to individuals other than me and my beneficiaries?

Generally, only you, or your Beneficiaries, may receive the benefits in your Account. However, if a Qualified Domestic Relations Order ("QDRO") is on file with the Administrative Manager, the Fund will pay benefits in accordance with the QDRO. A copy of the Plan's QDRO procedures is available free of charge upon request from the Administrative Manager.

9. Are there limits to the amounts deposited in my Account?

For any single Plan Year, the contributions to your Account may not exceed the lesser of: (1) one hundred percent (100%) of your compensation; or (2) sixty-six thousand dollars (\$66,000). This amount may be increased from time to time by the IRS. There are also other statutory limitations, which may result in limitations to the annual

additions made to your Account. The Administrative Manager will advise you if those limits apply to you.

10. What Happens if the Fund Pays Benefits in Error?

To the maximum extent permitted by law, if the Fund pays benefits to which you, your Spouse, alternate payee or Beneficiary are not entitled to receive, you are required to reimburse the Fund in full and the Fund shall be entitled to recover any such benefits.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid benefits received by you, your Spouse, alternate payee or Beneficiary (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Spouse, alternate payee or Beneficiary for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you and your Spouse, Alternate Payee or Beneficiary consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment of benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you and your Spouse, alternate payee or Beneficiary agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those benefits.

Any refusal by you or your Spouse, alternate payee or Beneficiary to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund will provide the benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Spouse, Alternate Payee or Beneficiary affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

If you or your Spouse, alternate payee or Beneficiary refuse to reimburse the Fund for any overpaid amount, the Fund has the right to recover the full amount by any and all legally permissible methods, which may include, but are not necessarily limited to, offsetting the amounts paid against future benefit payments under the Plan or filing a lawsuit for all amounts owed, including interest and attorney's fees, except to the extent prohibited by applicable law.

11. What are the procedures for appealing a denial of a claim for benefits?

Your claim for benefits will be decided within ninety (90) days of the receipt of your claim, unless the Fund determines that special circumstances require an extension of time to review your claim. If additional time is needed, you will receive written notice within 90 days of the reason(s) for the delay and the date on which the Fund expects to make a decision. If your request for payment of benefits is denied in whole or in part,

you will be notified in writing of the following: the reason for the denial, the section of the Plan on which the denial is based with a description of any further information necessary to perfect the claim, an explanation of the right to appeal the decision, an explanation of the Fund's appeal procedures, and a statement of your right to bring a lawsuit under ERISA if your appeal is denied.

If you disagree with the Fund's decision, you may file an appeal, in writing, with the Board of Trustees. The appeal must be filed with the Trustees no later than sixty (60) days after you receive the initial notice of denial. If you do not file an appeal within sixty (60) days, you will waive your right to appeal and the denial will be final and binding. Your appeal must be in writing, and it must state the reasons you believe the denial was erroneous. If you wish, you may examine any Plan documents you think are necessary to perfect your appeal.

If you so request, you are entitled to a hearing with the Trustees where you can appear in person in support of your claim.

The Trustees will make a decision at the next regularly scheduled meeting following the receipt of an appeal, unless there are special circumstances that require the appeal to be heard at the next scheduled meeting. However, if you submit your appeal within 30 days of the next scheduled meeting, the Trustees will decide your appeal at the second scheduled meeting or if there are special circumstances, the third meeting after it receives your appeal. The Trustees will notify you if there are any special circumstances or if they require a postponement of their decision. In this notice, the Trustees will explain the reason for the delay and an expected date for their decision.

Within 5 days of the date the decision is made, the Trustees will send you notice. If the Trustees deny your appeal, the notice will contain the specific reasons for the denial, specific references to the Plan provisions upon which the denial is based, notice that you may receive upon request and free of charge reasonable access to and copies of all documents and records relevant to the claim, and a statement that you have the right to bring an action under ERISA. Please note that the decisions of the Trustees are final and binding.

If you fail to file a notice of appeal within the time provided, the original decision of the Trustees becomes final and binding. **You must exhaust these administrative remedies before you bring a lawsuit under ERISA.**

The Trustees shall have the sole power and discretion to construe the provisions of the Plan and the terms used therein. Any construction adopted by the Trustees in good faith shall be binding on the Union, the Contributing Employers, and all Plan Participants.

If you wish to file a lawsuit regarding the denial of a claim of benefits, you must do so within three (3) years of the date the Trustees denied your appeal. For all other actions against the Fund or Trustees, you must file a lawsuit within three (3) years of the date on which the violation of Plan terms is alleged to have occurred. Additionally, any

lawsuit against the Fund or the Trustees must be filed in either the Eastern District or Southern District Courts in the State of New York. These rules apply to all claimants, including you, your spouse, beneficiary, or alternate payee under a QDRO. This Section applies to all litigation against the Fund or Trustees, including litigation in which the Fund is named as a third-party defendant.

12. What happens to my Account if I leave work to serve in the military?

The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) provides reemployment rights and benefits and protection from discrimination to individuals who, either by induction or as volunteers, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as Hours of Service for all purposes under the Plan, including eligibility, in accordance with law.

To be entitled to reemployment rights and benefits under USERRA, the law generally requires that you:

- (1) leave employment because of your military service;
- (2) give advance notice of your military service to your Employer, unless notice is prevented by military necessity or is otherwise impossible or unreasonable to give under the circumstances;
- (3) be absent from employment for military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during war;
- (4) apply for a job as required by law within the requisite time period; and
- (5) receive an honorable discharge or satisfactorily complete your military service.

Also, effective January 1, 2007, if you die while performing military service and would otherwise qualify for reemployment rights under applicable federal law, you will be treated as having been reemployed on the day preceding the date of death and then having terminated Employment on the date of death for the purpose of determining your Account balance.

This is only a brief summary of the rules under USERRA. You will be entitled to these rights and benefits under the Plan only if you satisfy the requirements under the law.

13. What happens if the Fund is unable to locate you or your Beneficiary?

So that you receive the important information about your benefits that the Administrative Manager sends each year, and so that your benefits are paid on time, you should make sure that your address on file with the Fund is up to date. This is very important because you may be subject to IRS penalties if your benefit does not start by the date required by law (see Section 7) (this date is referred to as your “Required Beginning Date”). If the Fund is unable to locate you or your Beneficiary, after making diligent efforts to determine the current address of you or your Beneficiary, your benefit will be forfeited in accordance with Treasury Department regulations as of your Required Beginning Date. However, your benefit will be reinstated if you or your Beneficiary subsequently file a claim for benefits or if the Fund is able to locate you or your Beneficiary.

YOUR RIGHTS UNDER ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Participants are entitled to:

1. Receive information about your Plan and benefits

- examine, without charge, at the Fund Office and at other specified locations, all documents governing the Plan, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and summary plan descriptions.
- obtain, upon written request to the Fund Office, 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 Fund Office may charge a reasonable fee for the copies.
- receive a summary of the Plan’s annual financial report. The Fund Office is required by law to furnish each Participant with a copy of this summary annual report.
- obtain, upon written request, a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 62); and if so, what your benefit would be at Normal Retirement Age if you stopped working under the Plan now. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

2. Prudent actions by Plan fiduciaries

In addition to creating rights for Participants, ERISA imposes duties upon the Board of Trustees, which is responsible for the operation of the Plan. As the Plan's "fiduciaries," the Board of Trustees has a duty to operate the Plan prudently and in the interest of you and other 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 benefit or exercising your rights under ERISA.

3. 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 federal court. In such a case, the court may require the Fund Office 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 Plan. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with your questions

If you have any questions about the Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Office, 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, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You can also visit the Department of Labor's website at www.dol.gov.