

**IBEW Local Union 697
SUB FUND**

Plan Document

July, 2012

INTRODUCTION

This restatement of the Plan is effective as of January 1, 2006 and contains subsequent amendments through July 1, 2012.

FUND INFORMATION

Name of Plan

IBEW Local Union 697 SUB FUND

Plan Identification Number

The Plan identification number is 030545014.

Type of Plan

This Plan is known as the IBEW Local Union 697 SUB FUND and provides supplemental unemployment benefits; a death benefit; and payment of retiree health care.

Type of Administration

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

Board of Trustees
IBEW Local Union 697 SUB FUND
7200 Mississippi Street, Suite 200
Merrillville, IN 46410
(219) 845-4433 or (219) 940-6181
Fax (219) 844-1799

Trustees

IBEW Local Union 697 Trustees:

Patrick G. Bailey
Raymond E. Kasmark
James T. Mola, Jr.
Dennis K. Showers

Employer Trustees:

Richard C. Anderson, Jr.
Thomas R. Corsiglia
Edward J. Shikany
William B. Walton

Service of Legal Process

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

David A. Soderquist, Fund Manager
7200 Mississippi Street, Suite 300
Merrillville, IN 46410
(219) 845-4433 or (219) 940-6181
Fax (219) 844-1799

Also, service of process may be made upon any of the Trustees at the address listed.

**IBEW
Local Union 697
SUB FUND**

**ARTICLE 1
Definitions**

Section 1.01. Trust Agreement

“Trust Agreement” means the Agreement and Declaration of Trust establishing the IBEW Local Union 697 SUB FUND Trust Agreement, effective as of May 31, 2004 and thereafter as amended.

Section 1.02. IBEW Local Union 697 SUB FUND

“IBEW Local Union 697 SUB FUND” means the Trust Fund created by the Trust Agreement and shall mean generally monies and other things of value which comprise the corpus and contributions to the IBEW Local Union 697 SUB FUND.

Section 1.03. Trustees

“Trustees” means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

Section 1.04. IBEW Local Union 697 SUB FUND Plan or Plan

“IBEW Local Union 697 SUB FUND Plan” or “Plan” means this document as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.05. Union

“Union” means Local No. 697, International Brotherhood of Electrical Workers.

Section 1.06. Association

“Association” means the Northern Indiana Chapter, National Electrical Contractors Association, Inc.

Section 1.07. Contributing Employer or Employer

- (1) “Contributing Employer” or “Employer” means:

- (a) A member of the Association, or any employer who, coming into the territorial jurisdiction of the union, acknowledges the Union as the collective bargaining representative of the employees performing work under the Collective Bargaining Agreement between the parties and abides by the terms thereof. Notwithstanding the aforementioned definition, a “contributing employer” shall also include any other employer who employs members of the Union within the Union’s scope of territorial jurisdiction that the Trustees require to contribute to the IBEW Local Union 697 SUB FUND;
- (b) The Association;
- (c) The Union;
- (d) The instant Health and Benefit Trust;
- (e) The Lake County, Indiana NECA IBEW Health and Benefit Plan;
- (f) IBEW & Electrical Industry Local Union 697 Money Purchase Plan and Trust;
- (g) Local Union 697 IBEW & Electrical Industry Pension Fund;
- (h) Lake County, Indiana NECA, IBEW Health and Benefit Fund Plan P;
- (i) IBEW Local Union 697 SUB FUND;
- (j) IBEW Local Union 697 SUB FUND Trust Agreement;
- (k) Local Union 697 IBEW Electrical Industry Apprenticeship and Training Trust;
- (l) A member of Local Union 697 IBEW who is employed by a labor organization or an organization beneficial to labor or the industry with which the Union is affiliated;
- (m) Employees of any other fund or trust created by an agreement between the Association and the Union;
- (n) Persons accepted and registered as apprentices during the training period by the Electrical Training Center sponsored by the Lake County Electricians’ Joint Apprenticeship and Training Committee;
- (o) Employees of the Local Union 697 IBEW Federal Credit Union;

- (p) Employers who now or hereafter have agreements which obligate them to make contributions to this plan or trust, or employers who have no Collective Bargaining Agreement with the Union but who nevertheless acknowledge in writing the Union as a Collective Bargaining representative of the employees performing work of the type specified under the Collective Bargaining Agreement between the Union and the Association; and
- (q) Employers who, at the discretion of the Trustees, are beneficial to labor or the industry with which the Union is affiliated.

Section 1.08. Employee

“Employee” means a person who presently is or was employed in Covered Employment.

Section 1.09. Temporary Employee

“Temporary Employee” means a member of an IBEW Local Union other than IBEW Local Union 697 employed for a period of time within the jurisdiction of IBEW Local Union 697.

Section 1.10. Contribution Period

“Contribution Period” means, with respect to a unit or classification of employment, the period during which the Employer is a Contributing Employer with respect to the unit or classification of employment. The contribution period began May 31, 2004.

Section 1.11. Covered Employment

“Covered Employment” means the employment for which an Employer or Contributing Employer is obligated to contribute to the IBEW Local Union 697 SUB FUND during the Contribution Period with respect to the particular Employee.

Section 1.12. Beneficiary

“Beneficiary” means a person who a Participant designates as his or her Beneficiary on the IBEW Local Union 697 SUB FUND Beneficiary Designation Form.

Section 1.13. Participant

“Participant” means an Employee who meets the requirements for participation in the Plan.

Section 1.14. Work

A period of “work” means a period in which an Employee performed services and for which he was paid or entitled to payment.

Section 1.15. Retirement

“Retirement” means a plan Participant who is at least 55 years of age or under age 55 if on a Social Security Disability who has ceased work in the industry and is receiving retirement benefits from the Pension Plan or Money Purchase Plan of IBEW Local Union 697.

Section 1.16. Eligibility

“Eligibility” to receive IBEW Local Union 697 SUB FUND benefits means that the Participant’s IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE has, at some point, accumulated \$1,200 and that the Participant is or has received State Unemployment benefits. However, for an Apprentice to be eligible to receive IBEW Local Union 697 Sub Fund Unemployment Benefit defined under section 1.18 herein; that Apprentice’s IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE must reach only \$600. Notwithstanding, for an Apprentice to become eligible to receive any other benefit provided under the IBEW LOCAL UNION 697 SUB FUND BENEFIT that Apprentice must have accumulated \$1200 in his or her IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE.

Furthermore, for a Participant to be eligible to draw upon his or her IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE, that Participant also must:

- (a) Be signed onto the appropriate out-of-work list;
- (b) Be available to accept a work call; and
- (c) Show proof that a State Unemployment benefit has been received.

A Participant may lose his or her eligibility as delineated herein.

Section 1.17. State Unemployment Benefits

“State Unemployment Benefits” means benefits received by an Employee from his state of residence because he or she is unemployed.

Section 1.18. Unemployment Benefit Amount

“Unemployment Benefit Amount” means a Participant’s IBEW Local Union 697 SUB FUND benefit, that is, 60% of the Indiana State Unemployment benefit to a maximum of \$150 per week. If a Participant’s IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE is less than \$150 when the Participant applies, the Participant will receive only his or her remaining IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE.

Section 1.19. Death Benefit Amount

“Death Benefit Amount” means the benefit payable to the designated beneficiary of a Participant payable upon that Participant’s death.

Section 1.20. Time Limit

“Time Limit” means, for the purposes of the IBEW Local Union 697 SUB FUND, a claim must be filed within 30 days of the date on your State Unemployment benefit statement for the week in question.

Section 1.21. Disputed Unemployment Claim

If an Unemployment Claim is disputed, a Participant will not be paid his or her benefits until he or she receives a State Unemployment Compensation benefit check (or a satisfactory record) for the week in question. Provided further, if a Participant has exhausted his or her State Unemployment benefits but still has an IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE with the IBEW Local Union 697 SUB FUND, he or she may receive the IBEW Local Union 697 SUB FUND benefit if he or she can demonstrate that had the State Unemployment benefit not been exhausted, he or she would be eligible for same.

Section 1.22. Appeal

An “appeal” means an attempt by a Participant to obtain IBEW Local Union 697 SUB FUND benefits which have previously been denied.

Section 1.23. Collective Bargaining Agreement

“Collective Bargaining Agreement” means the agreement that exists from time to time between the Union and the Association.

Section 1.24. ERISA

“ERISA” means the Employee Retirement Income Security Act of 1974.

Section 1.25. USERRA

“USERRA” means Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 1.26. IBEW Local Union 697 Individual SUB FUND Benefit Balance

“IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE” means a Participant’s proportionate share in the IBEW Local Union 697 SUB FUND Trust monies.

Section 1.27. SUB FUND Benefit Balance Maximum

“SUB FUND Benefit Balance Maximum” means either \$2,000 or that amount (\$4,000, \$6,000, \$8,000) you have set as your SUB FUND Benefit Balance Maximum by executing the IBEW Local Union 697 Benefit Balance Change Form.

Section 1.28. Credit Union

“Credit Union” means the Local Union 697 Federal Credit Union.

ARTICLE 2 Participation

Section 2.01. Purpose

The purpose of the IBEW Local Union 697 SUB FUND shall be to provide a supplemental unemployment benefit to a Participant; to offset the cost of Retiree health care by Participant; and/or to provide a death benefit to the designated beneficiary of a Participant.

Section 2.02. Participation

“Participation” means an employee who is engaged in Covered Employment during the Contribution Period and shall become a Participant in the Plan when the Participant’s IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE reaches \$1,200.

Section 2.03. Termination of Participation

A Participant’s participation in the Plan will be terminated if no Employer contributions have been made on the Participant’s behalf for a period of twelve (12) consecutive calendar months.

Section 2.04. Reinstatement of Participation

An employee who has lost his status as a Participant in accord with Section 2.03 shall again become a Participant by meeting the requirements of Section 2.02.

ARTICLE 3 Eligibility

Section 3.01 General Description

This Article sets for the eligibility conditions and benefit amounts for the IBEW Local Union 697 SUB FUND.

Section 3.02. Eligibility

A Participant will be eligible to receive benefits under the IBEW Local Union 697 SUB FUND if:

- (a) He or she is employed under the Collective Bargaining Agreement between the Union and the Association;

- (b) The amount of the Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE reaches the sum of \$1,200; except that in the case of an apprentice to be eligible to receive the Unemployment Benefit amount as defined under Section 1.18 herein; that Apprentice need only accumulated \$600 in his or her IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE. However, that Apprentice must accumulate \$1200 in his or her IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE to become eligible for any other benefit provided by the IBEW LOCAL UNION 697 SUB FUND.
- (c) The Participant must be signed on the appropriate out-of-work list with the Union;
- (d) The Participant must be available to accept a call for work; and
- (e) The Participant must show proof that he or she is receiving unemployment compensation benefits from one of the 50 states, or have exhausted state unemployment benefits and have documentation to establish that fact.

Section 3.03. Termination of Participation – Eligibility

If a Participant does not have any Employer contributions paid on his or her behalf for twelve (12) consecutive calendar months, he or she will not be eligible for IBEW Local Union 697 SUB FUND benefits.

Section 3.04. Reinstatement

A Participant will be reinstated in the IBEW Local Union 697 SUB FUND when his or her IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE equals \$1,200 and he or she meets all other requirements for eligibility.

Section 3.05. Taxability

If a Participant is eligible for benefits under the IBEW Local Union 697 SUB FUND, the benefit is taxable in the year received and must be claimed as taxable income. Unless required by law, no taxes will be withheld from a Participant's IBEW Local Union 697 SUB FUND benefit, but it is the responsibility of the Participant to claim the benefit on the Participant's individual tax return and pay whatever taxes are due and owing.

Section 3.06. Inactive Benefit Balances

- (a) Inactive IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCES are IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCES of employees from different IBEW local jurisdictions (temporary employees) who were temporarily employed in the jurisdiction of the Union.

- (b) An inactive IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE is one to which no employer contribution has been made for a period of three (3) consecutive calendar months, and from which no benefit payment has been made for the same period of three (3) consecutive calendar months.
- (c) If the IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE of a temporary employee becomes inactive, any balance remaining will be deposited into the credit union's account of the temporary employee, at the IBEW Local Union 697 Federal Credit Union, 7200 Mississippi Street, Suite 400, Merrillville, Indiana, 46410, provided that:
 - (1) The temporary employee has officially left the Local Union 697 Electrical Construction Industry jurisdiction; and
 - (2) The temporary employee is in good standing with IBEW Local Union 697 and all IBEW Local Union 697 Benefit Funds.
- (d) Applicable state and federal taxes will be withheld only if required by law.

ARTICLE 4
Benefits

Section 4.01. Requirements for Benefit Payments

- (a) A Participant must actually be unemployed for the period in which that Participant requests IBEW Local Union 697 SUB FUND benefits;
- (b) A Participant must present a state unemployment benefit statement (or satisfactory record) showing receipt of state unemployment benefits or any satisfactory document indicating that the state benefits have been exhausted with adequate identification for the period for which the state benefit was paid or that the benefit was exhausted;
- (c) The Fund office will determine the adequacy of the application and supporting documentation; and
- (d) A Participant may be eligible for IBEW Local Union 697 SUB FUND benefits during a week of unemployment after the Participant has exhausted state unemployment benefits if:
 - (1) You have a state benefit statement based on a week of unemployment during the last twelve (12) months; and

- (2) You become unemployed after a period of re-employment that does not qualify for state benefits and state unemployment benefits have been exhausted within the last 26 weeks; and
- (3) You present adequate proof of unemployment for the week in which you seek the IBEW Local Union 697 SUB FUND benefits.

Section 4.02. Application for Benefits

- (a) A Participant must actively seek IBEW Local Union 697 SUB FUND benefits. They will not be paid automatically.
- (b) A Participant must apply for IBEW Local Union 697 SUB FUND benefits by filling out a form provided at the Fund office.

Section 4.03. Time Limit

A Participant must file a claim within thirty (30) days from the date that state unemployment benefits are paid or exhausted.

Section 4.04. Amount

- (a) The IBEW Local Union 697 SUB FUND benefit is 60% of the Indiana state unemployment benefit, not to exceed \$150 for any such week that the Participant is eligible for state unemployment benefits;
- (b) If the IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE of a Participant falls below \$150, that Participant will receive only the remaining amount in that given week, assuming that Participant otherwise qualifies for an IBEW Local Union 697 SUB FUND benefit.

Section 4.05 Accumulating Benefits

- (a) A Contributing Employer contributes, on behalf of a Participant, a percentage of that Participant's gross wage to the IBEW Local Union 697 SUB FUND until the contributions to the individual balance reach \$2,000 unless the Participant has signed an IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE CHANGE FORM, increasing the Participant's SUB FUND BENEFIT BALANCE MAXIMUM to \$4,000, \$6,000, or \$8,000 respectively;
- (b) Unless an IBEW LOCAL UNION 697 SUB FUND BALANCE BENEFIT CHANGE FORM is executed by the Participant, specifying a different amount, the individual balance in a Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE shall not exceed \$2,000;
- (c) Once employer contributions to the IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE of a Participant exceed \$2,000 or the amount

delineated on the Participant's IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE CHANGE FORM, if greater than \$2,000, the monies over and above the maximum amount shall be transferred to the Participant's IBEW and Electrical Industry Local Union 697 Money Purchase Plan and invested in accord with the rules of that Plan; and

- (d) If a Participant elects to execute the IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE CHANGE FORM, that Participant may submit a request to lower his or her IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE maximum provided further that said request will only be approved if at the time of the request the Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE is below the requested SUB FUND BENEFIT BALANCE MAXIMUM.
- (e) If a Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE should fall below \$2,000 at the end of any month, or that amount he or she has otherwise designated under the IBEW LOCAL UNION 697 SUB FUND BENEFIT BALANCE CHANGE FORM, contributions for that Participant made pursuant to the Collective Bargaining Agreement will no longer be transferred into his or her IBEW & Electrical Industry Local Union 697 Money Purchase Plan and Trust account until the shortfall between the IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE equals that Participant's designated Individual SUB FUND BENEFIT BALANCE MAXIMUM.

Section 4.06. Retirement

- (a) If a Participant retires and elects to continue coverage as a retiree under the IBEW Health and Benefit Plan, that Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE as of the date of retirement will be automatically applied to pay monthly out-of-pocket premiums for retiree health coverage as long as said IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE exists for that Participant.
- (b) The IBEW Local Union 697 SUB FUND will automatically coordinate any such payments with the Health and Benefit Fund.
- (c) In the event of death of a retired Participant, that Participant's remaining IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE will be used to offset the monthly out-of-pocket premiums for retiree health coverage under the IBEW Health and Benefit Plan for that Participant's covered spouse, if applicable.
- (d) If, at retirement, a Participant is not covered under the IBEW Health and Benefit Plan, or at retirement a Participant refuses retiree coverage in the IBEW Health and Benefit Plan, the balance in that Participant's IBEW LOCAL UNION 697

INDIVIDUAL SUB FUND BENEFIT BALANCE reverts to the Trust of the IBEW Local Union 697 SUB FUND Trust and will be co-mingled with other Trust assets.

- (e) At retirement, any remaining IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE may be used only to offset healthcare costs for coverage under the IBEW Health and Benefit Plan, or upon his or her death, coverage for his or her surviving spouse in the IBEW Health and Benefit Plan.

Section 4.07. Death Benefit

- (a) THE DESIGNATED BENEFICIARY OF AN ACTIVE PARTICIPANT shall be entitled to a \$2,000 death benefit payable to the beneficiary from the IBEW Local Union 697 SUB FUND upon the death of the Participant. Provided further:
 - (1) That the Participant had at one point in time accumulated
 - (a) \$1,200 IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE; and
 - (2) The Participant has maintained an active IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE for twelve (12) consecutive calendar months prior to the Participant's death.
- (b) No death benefit shall be paid under the SUB FUND upon the death of a retiree.

Section 4.08. Disputed Unemployment Claims

- (a) IBEW Local Union 697 SUB FUND benefits will not be paid until the Participant receives a state unemployment compensation benefit statement for the week in question. There is an exception to this rule if the Participant has exhausted his state benefits as has been discussed.
- (b) A Participant who is unemployed and is not receiving state unemployment benefits may not receive an IBEW Local Union 697 SUB FUND benefit until it is determined that he or she is eligible for a state unemployment benefit. There will be no IBEW Local Union 697 SUB FUND benefit paid during any period of time when there is an appeal pending by the employer or the employee regarding the eligibility of the Participant for state unemployment benefits.

Section 4.09. Appeals

- (a) If a Participant's claim for a Fund benefit is denied in whole or in part, he or she must receive a written explanation of the reasons for the denial. A Participant has the right to have the Fund review and reconsider his or her claim.

Under ERISA, there are steps a Participant can take to enforce the above rights. For instance, if you request materials regarding the Fund and do not receive them within 30 (thirty) days, you may file a suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day for violations occurring after July 29, 1997 until you receive the materials, unless the materials are not sent to you because of reasons beyond the control of the Administrator.

If a Participant believes that the Fund fiduciaries have misused the Fund's money, or is discriminated against for asserting his or her rights, they may seek assistance from the U.S. Department of Labor, or they may file suit in a federal court. The court will decide who shall pay the court costs and legal fees. The court may order the person a Participant has sued to pay these costs and fees.

- (b) If a Participant believes that he or she is entitled to IBEW Local Union 697 SUB FUND benefits, or disagrees with any decision made by the Fund Administrator, the Participant may appeal to the Fund Administrator to reconsider if done in writing and delivered to the Fund office within sixty (60) days of the receipt of the original denial letter.
- (c) If the Participant is dissatisfied with the decision of the Fund Administrator after following the procedures described in Paragraph (b) above, the Participant may appeal the decision of the Fund Administrator to the Board of Trustees. Any appeal to the Board of Trustees must be done in writing with said writing delivered to the Fund Office within 60 days of the Fund Administrator's adverse decision after the procedure detailed in Paragraph (b) above has been completed. If the request for an appeal to the Board of Trustees is made after the 60th day of the Fund Administrator's decision under Paragraph (b) above, the appeal will be denied without hearing. If the appeal is made in a timely fashion, a hearing will be held before the Board of Trustees.
- (d) A decision by the Trustees will be made within 180 days after the hearing on the Participant's appeal.
- (e) Trustees may hold more than one hearing to review a denied claim of a Participant and will have 120 days from the last hearing of a Participant's appeal, or 180 days from the initial hearing on the Participant's appeal, whichever is later, to decide the appeal.
- (f) A Participant may have an attorney act on his or her behalf, but the Trustees reserve the right to require a written authorization from the Participant to allow this to occur.
- (g) When a final decision is made, the Trustees will send the Participant a letter explaining the decision, the specific reason for it, and the references to Fund provisions on which it is based.

- (h) After a Participant has exhausted his or her right of appeal as delineated herein, he or she may file suit to enforce their rights in state or federal court.

Section 4.10. USERRA

When you are away from covered employment due to uniformed military service covered by USERRA and return to work for a contributing employer following an honorable discharge within the parameters of USERRA, your SUB FUND benefits will be protected as follows:

- (a) Your participation will not be terminated;
- (b) You will not forfeit any SUB FUND benefit you had accrued prior to your uniformed military service;
- (c) There is no need to requalify for participation in the SUB FUND due to absence for military service. (Contributions to the Fund WILL NOT BE MADE while you are on military duty.); and
- (d) Once you know that you will be entering military service for any type of uniformed military service, you should notify the Fund Office. This will assure protection of your benefit rights under the SUB FUND. You should notify the Fund Office when you are discharged and return to work with a contributing employer. To protect your rights under the SUB FUND, you must return to work within certain time limits:
 - (1) If your military service was less than 31 days, you must return to work the next work day (with an 8 hour rest period);
 - (2) If the length of your military service was 31-180 days, you must return to work within 14 days of your discharge; and
 - (3) If your length of military service was 181 days to 5 years, you must return to work within 90 days of your discharge.

**ARTICLE 5
Miscellaneous**

Section 5.01. Investment Earnings

- (a) All amounts contributed by the Contributing Employers to the SUB FUND are combined into a single trust fund for investment purposes. The Trustees may hire a professional investment manager(s) to prudently invest the Trust Funds. A Participant's individual IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE is adjusted monthly to reflect any contribution made on

behalf of that Participant. The only contributions made to a Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE will be contributions made by a Contributing Employer and IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCES shall not be increased by investment earnings of the Plan; and

- (b) The Trustees, from time to time, are authorized to maintain reasonable reserves to cover Fund expenses. The Participant's IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCE value will depend on the amount of employer contributions and reciprocity.

Section 5.02. Amendment and Termination

- (a) It is the Trustees' intention to continue the IBEW Local Union 697 SUB FUND indefinitely, but the Trustees reserve the right to amend, terminate or merge all or parts of the IBEW Local Union 697 SUB FUND at any time for distribution of the Fund to members and their beneficiaries. Participants will be notified if any of these actions are taken; and
- (b) No amendment or termination may have the effect of reducing IBEW LOCAL UNION 697 INDIVIDUAL SUB FUND BENEFIT BALANCES unless made to comply with the provisions of any laws, regulations or orders that are now or will be in the future enforced.

Section 5.03. Release of Information

A Participant must provide the Fund office with any required verbal or written authorizations for release of necessary information relating to any claim he or she has filed.

Section 5.04. Severability Clause

If any provision or amendment to the Trust Agreement or the IBEW Local Union 697 SUB FUND should be determined or judged to be unlawful, such illegality will apply only to the provision in question. It will not apply to any other provision of the Trust Agreement or the IBEW Local Union 697 SUB FUND, unless such illegality would make it impractical or impossible for the Trust Agreement or IBEW Local Union 697 SUB FUND to function.

Section 5.05. Trust Interpretation, Authority and Right

- (a) The Trustees have the authority to interpret the Fund, all Fund documents, rules, and procedures. Their interpretation will be final and binding on all persons dealing with the Fund or claiming a benefit from the Fund. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decision is to be upheld unless it is determined to be arbitrary or capricious; and

- (b) The Trustees have the authority to change the eligibility rules and other provisions of the IBEW Local Union 697 SUB FUND to amend, increase, decrease or eliminate benefits and to terminate the Fund in whole or in part. All benefits under the Fund are continual and subject to the Trustees' authority to change or terminate them.

Section 5.06. Gender

Except as the context may specifically require otherwise, use of the masculine gender shall be understood to include both masculine and feminine genders.

Section 5.07. Construction

Words or phrases utilized within shall bear the definition contained herein and where there is no definition herein shall bear the definition contained in ERISA or regulations related thereto if available, or, if neither of the foregoing exists, words and phrases shall bear the definition in common usage in the pension industry.

**ARTICLE 6
Participant's Rights Under ERISA**

Section 6.01. Disclosure

As a Participant in the IBEW Local Union 697 SUB FUND, you are entitled to certain rights and protection under the Employment Retirement Income Security Act (ERISA). ERISA provides that all Fund Participants shall be entitled to:

- (a) Examination without charge, at the Plan Administrator's office or other specified locations, such as work sites and union halls, all Fund documents, including Collective Bargaining Agreements and copies of all documents filed by the Fund with the U.S. Department of Labor, such as detailed reports and Fund descriptions;
- (b) Obtain copies of all Fund documents and other Fund information, upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies; and
- (c) Receive a summary of the Fund's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Section 6.02. Fiduciaries

- (a) In addition to creating rights for Fund Participants, ERISA imposes duties upon the people responsible for the operation of the Employee benefit plan. The people who operate the Fund, called fiduciaries, have a duty to do so prudently and in the interests of all Fund Participants and beneficiaries.
- (b) No one, including an employer, the union or any other person may fire a Participant or otherwise discriminate against him or her in any way to prevent them from obtaining a benefit or exercising their rights under ERISA.
- (c) If a Participant believes that the Fund fiduciaries have misused the Fund's money, or that he or she has been discriminated against for asserting his or her rights, he or she may seek assistance of the U.S. Department of Labor or may file suit in federal court. The court will decide who shall pay the court costs and legal fees. The court may order the person you have sued to pay these costs and fees. It is entirely within the court's discretion based upon applicable law involved.

Section 6.03. Fund Questions

If a Participant has any questions about the Fund, he or she should contact the Fund office. If a Participant has any questions about this statement or about his or her rights under ERISA, he or she should contact the nearest office of the Employee Benefit Security Administration, Department of Labor or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.