
**CORNELL-HART
PENSION PLAN**

**Local Union No. 48
International Brotherhood
of Electrical Workers**

**Oregon-Columbia Chapter
National Electrical
Contractors Association**

April 1, 2012

Summary Plan Description

IMPORTANT CONTACT INFORMATION

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CORNELL-HART PENSION TRUST

Dear Participant:

Retirement with security is a goal for which most of us strive for the better part of our lives. The Cornell-Hart Pension Plan is designed to help you save for retirement. Members of IBEW Local 48 participate in the Edison Pension Plan. Combined with Social Security the benefits provided by the Edison Pension Plan can provide a good foundation for having sufficient retirement income. In addition, members of Local 48 also have Employer contributions made on their behalf to the IBEW District No. 9 Pension Plan and to the national defined benefit pension plan (NEBF). To enable Local 48 members to save more for retirement on an individual basis, Local 48 and NECA have expanded the Cornell Hart Pension Plan to allow all Local 48 members to make 401(k) contributions.

The Cornell-Hart Pension Plan ("Plan") was originally established June 1, 1979, to fund retirement benefits for members of Local 970 (Longview-Kelso area). The Plan provided for Employer contributions, and later for 401(k) employee elective contributions. With the merger of the Local 970 into Local 48, former members of Local 970 now participate in all of the retirement plans available to Local 48 members. The Cornell-Hart Pension Plan was modified to be a stand alone 401(k) plan (there are no longer any employer contributions made to the Cornell-Hart Pension Plan).

As a 401(k) plan, the Cornell-Hart Pension Plan allows employees to elect to reduce their take home pay and direct such amounts to their Plan account on a pre-tax basis. Participants then direct the investment of their funds, which also grow on a tax-free basis. At retirement, Participants elect how they would like to be paid their account.

Highlights of the Plan include:

- You decide how much of your pay to contribute to the Plan;
- You invest your Account in the selection of investment funds;
- Your account is valued at the end of each business day;
- You have 24 hour access to your account information;
- You determine how to take your distribution from the Plan upon retirement or other distribution event.

Part I of the following pages is a general explanation of the main provisions of the Plan - how benefits accumulate and are paid. Part II has information about the identity of the Plan and its fiduciaries, your legal rights, and how to get more information about the Plan.

The Board of Trustees urge you to read this booklet carefully and to keep it for future reference.

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CORNELL-HART PENSION PLAN

PART I

GENERAL EXPLANATION OF THE PLAN

HISTORY AND PARTICIPATION

1.1 *WHAT IS THE PURPOSE OF THE PLAN?*

To allow eligible employees to save additional amount for retirement on a pre-tax basis.

1.2 *WHEN DID THE PLAN START?*

For most Local 48 members, the Plan first became effective April 1, 2012. For former members of Local 970, the Plan has been in existence since June 1, 1979 for employer contributions and January 1, 1993 for elective 401(k) contributions. Former Local 970 members keep their prior accounts in the Plan and are eligible to make additional 401(k) contributions.

1.3 *WHO IS COVERED UNDER THE PLAN?*

Bargaining Unit Employees. Each employee in a job classification that provides for contributions to the IBEW District No. 9 Pension Plan under the terms of the Collective Bargaining Agreement between his/her employer and IBEW Local 48 is covered from the first hour of contributory employment.

Employees of the Union. Each employee of Local 48 is eligible to participate.

Employees of the Training Trust. Each employee of the NECA-IBEW Training Center is eligible to participate.

Participants Must Be Covered by District 9 Plan. To be eligible to make 401(k) contributions, an employee in one of the above categories must be in a job classification that provides for employer contributions to the IBEW District No. 9 Pension Plan (the District 9 Plan).

1.4 *WHEN DO I BECOME A PARTICIPANT?*

You automatically become a participant in the Plan on the day contributions are made on your behalf to the District 9 Plan pursuant to a Collective Bargaining Agreement or a Participation Agreement. You choose when you want to start making 401(k) contributions.

CONTRIBUTIONS AND ACCOUNTS

1.5 *WHO PAYS FOR THE PLAN?*

Participants fund their own Plan accounts. Each Participant for whom employer contributions are made to the District 9 Plan may elect to make 401(k) contributions in one of the amounts specified by the Trustees from time to time. The amount is set to keep the annual additions to each Participant's accounts within the yearly maximum fixed by law. Your 401(k) contributions give you a tax advantage by reducing your taxable income. You can start anytime by written notice to your employer to have your 401(k) contributions withheld from your paycheck and contributed to the Plan. You can stop your 401(k) contributions at any time by written notice to your employer. You can restart, or stop, as often as you choose. The per hour contribution amounts available to be contributed are:

- \$1.00 per hour; or
- \$2.00 per hour; or
- \$4.00 per hour; or
- \$6.00 per hour; or
- \$8.00 per hour

Because the District 9 Plan contribution by your employer is at least 3 percent of your straight time W-2 compensation, the Plan satisfies, and relies upon the "safe harbor" set forth in Internal Revenue Code § 401(k)(12) that allows the Plan to avoid nondiscrimination testing (comparing the contribution rate of highly compensated employees to the contribution rate of non-highly compensated employees). Employees of the Union office may contribute based on a percentage of their salary.

You can make a rollover transfer from another qualified plan (but not from an individual retirement account unless the individual retirement account was set up to receive a rollover from another qualified plan). See 1.9.

1.6 *WHAT IS THE YEARLY MAXIMUM CONTRIBUTION?*

Federal tax laws limit your total yearly 401(k) contributions to \$17,500 for 2013 (this amount is adjusted by the IRS from year to year for inflation). Any excess will be returned or applied to keep your account balances within the legal limits.

If you are age 50 or older (or you will be age 50 or older by the end of the calendar year), you can increase your annual 401(k) contribution by a maximum of \$5,500 in calendar year 2013 (this amount is also adjusted by the IRS from year to year for inflation). This additional 401(k) contribution is known as a "catch-up contribution." The "catch-up contribution" is in addition to the maximum \$17,500 contribution allowed for 2013.

1.7 WHAT IS MY ACCOUNT BALANCE?

Your account or account balance is the total of all your account values derived from the following sources:

- (a) Your 401(k) account funded by your elective contributions

PLUS

- (b) Your rollover account funded by a tax-free rollover of an account balance from another tax qualified pension plan or conduit individual retirement account (but not from your contributory individual retirement account).

In addition, if you were a member of Local 970, your account balance includes your basic account funded by employer contributions and your pre-2010 after-tax voluntary contribution account funded by your payroll deduction contributions.

1.8 CAN I TRANSFER CONTRIBUTIONS FROM OR TO ANOTHER JURISDICTION?

No. There is no reciprocity for 401(k) plans in the electrical industry. (This is in contrast to many other types of retirement plans that allow for reciprocity agreements.) However, if you have not been covered by the Plan for at least a year (i.e., not employed under a bargaining agreement that allows your participation in this Plan), you may transfer your account to another defined contribution plan that receives contributions pursuant to a collective bargaining agreement with an IBEW local – contact the Trust Office if you think your account qualifies for a transfer.

1.9 CAN I MAKE A TAX-FREE ROLLOVER FROM OR TO ANOTHER TAX QUALIFIED PLAN?

Yes. You can make an incoming tax-free rollover transfer of your account balance held in another tax qualified retirement plan (pension, profit sharing or 401(k) plan) provided the other qualified plan permits the transfer and you make timely application under the rules of the other plan. You also can deposit in the Trust all or part of any lump sum (non-periodic) cash distribution you receive from a qualified retirement plan, provided you do so within 60 days after receiving the distribution. You cannot transfer an IRA (individual retirement account) which you funded to the Trust. But if you made a qualified plan rollover transfer to a conduit IRA, you can transfer your conduit IRA balance to Trust. All incoming rollover transfers are tax-free and are held in your rollover account.

Many distributions from the Plan are eligible for a tax-free rollover transfer to an IRA or another qualified pension plan. As long as the eligible rollover distribution is paid by the Plan directly to an IRA or another qualified pension plan, no taxes will be withheld and the distribution will retain its tax-deferred status. Participants may also make an eligible rollover distribution with funds paid to them as long as the rollover occurs within sixty days of the distribution. A Participant who wants to rollover one-hundred percent of a distribution must replace, from personal savings or

other sources, an amount equal to the taxes that will be withheld when the distribution is made. Any amount not rolled over will be taxed as ordinary income in the year in which the distribution is made and may be subject to an early distribution penalty.

Distributions that are not eligible to be rolled over include:

- Required minimum distributions (after age 70 ½);
- Refunds of excess contributions plus earnings;
- A series of substantially equal periodic payments made not less frequently than annually over the life (or life expectancy) of the Participant or Beneficiary or the joint lives of the Participant and Beneficiary;
- Distributions for a specified period of ten years or more; and
- Distributions that are not includable in gross income.

Rollovers can be made to another tax-qualified trust described in Section 401(a) of the Internal Revenue Code, an IRA or individual retirement annuity, a Roth IRA, a 403(b) annuity plan, an annuity contract, a 457 plan of a government employer. Any such plan or account must agree to the receipt of rollovers. A spouse beneficiary has the same rollover rights as the participant (in the event of the participant's death before the entire account is distributed).

If a participant has designated a non-spouse beneficiary, upon the participant's death, the non-spouse designated beneficiary can make an outgoing tax-free rollover transfer to an inherited individual retirement account or individual retirement annuity (inherited IRA) that is established for the purpose of receiving a distribution on behalf of a designated beneficiary who is a non-spouse. The distribution must be made directly from this Plan to the inherited IRA (a trustee to trustee transfer). The inherited IRA must be established in a manner that identifies the deceased individual and the beneficiary, for example, "Tom Smith as beneficiary of John Smith." There are special minimum distribution rules that apply to an inherited IRA. Be sure to review the minimum distribution rules with your financial advisor or custodian of the inherited IRA.

1.10 *AM I FULLY VESTED IN THE AMOUNT DETERMINED TO BE IN MY ACCOUNTS?*

Yes. You are 100 percent vested at all times in all of your accounts, even if you stop working for a contributing employer. Either you or your beneficiary will receive your full account balance determined at the date of distribution.

1.11 *INVESTMENT OF ACCOUNTS*

- (a) **Fund Structure.** All Participants have separate accounts for recordkeeping purposes. For investment purposes, however, all accounts are combined in a single trust fund held by a custodian (Great-West Retirement Plan Services). The single

trust fund has been divided into several investment sub-funds with particular financial goals. These investment sub-funds can be selected by you under special rules. Information describing the investment sub-funds and how you make your investment selections will be supplied by the Administrative Office. Further information will be provided upon request.

- (b) **Your Investment Choices.** The Trust lets you invest your existing accounts and future contributions in any one or a combination of the investment sub-fund portfolios. Each portfolio is managed by a professional investment manager. The investment manager's fees and applicable investment and administrative costs are paid with sub-fund assets. The asset allocation and performance objectives for each sub-fund are provided by the investment manager responsible for that sub-fund, and are not a guarantee of future investment gain or return. The sub-funds are:

- IBEW-NECA Stable Value Investment Fund
- TCW Total Return Bond Fund
- Ferguson Wellman Moderate Balanced Fund*
- Ferguson Wellman Aggressive Balanced Fund
- Nuveen Equity Index Fund
- Nuveen Small Cap Select Fund
- Nuveen Real Estate Securities Fund
- American Funds Euro Pacific Growth Fund
- T. Rowe Price LifeCycle Retirement Funds
- T. Rowe Price Retirement Income Advantage

** This sub-fund is the default fund that will be used if you do not make and communicate your sub-fund selection(s) to the custodian.*

You will receive a notice of any change by the Trustees involving the sub-funds available for your investment selection.

- (c) **Net Value of Accounts.** All accounts will be adjusted at the end of each business day to show the gain or loss of the sub-funds you have selected. This means that the value of your account at any time will depend both on the amount of contributions received and on the investment performance of the sub-funds you have selected. Such value also will be the net amount after deducting the account's share of the administrative and investment expenses paid with Trust assets.
- (d) **Information About Sub-funds.** Because you are responsible for selecting the sub-fund investments for your accounts, you will be given the following information:
- The investment manager's general description of the investment objectives and risk and return characteristics of each sub-fund including information relating to the type and diversification of assets comprising the sub-fund.

- Identity of the investment manager of each sub-fund.
- How to give investment instructions to the custodian and the limitations on the investment instructions that you may give.
- Transaction fees and expenses which affect your account balances in connection with purchases or sales of investments (e.g., commissions, sales loads, deferred sales charges, redemption or exchange fees).
- Name, address and phone number of the Plan's Administration Office (and any person designated to act on behalf of that Representative) responsible for providing additional information which the Plan is required to furnish on request (See 1.26 below).

Upon request to the Plan's Administration Office, the following additional information will be provided to you about the sub-funds:

- Annual operating expenses of each sub-fund (e.g., investment management fees, administrative fees, transaction costs) which reduce your rate of return.
 - Prospectuses, financial statements and reports, and any other materials relating to the sub-funds to the extent such information is provided to the Plan.
 - List of the assets comprising the portfolio of each sub-fund.
 - The current value of the sub-funds and their past and current investment performance.
 - The value of the shares or units of the sub-funds held in your accounts.
- (e) **Making Your Investment Selection.** The record keeper, Great-West Retirement Services, has a voice response system, "Key Talk," that is available 24 hours a day, 7 days a week, using a touch-tone telephone or the Internet:
- Call (800) 338-4015 or go to www.gwrs.com.
 - Enter your Social Security Number.
 - Enter your PIN.

If you need help, you can talk to a Great-West Retirement Services customer service representative Monday through Friday from 9:00 a.m. to 8:00 p.m. Eastern standard time.

- (f) **Fiduciary Reliance on ERISA 404(c).** The Plan is intended to operate as a participant directed investment plan under ERISA § 404(c) and related Department

of Labor Regulations 29 C.F.R. § 2550.404c-1. You have the responsibility for selecting the sub-fund or sub-funds in which your account will be invested. Because you are responsible for investment control over your account, the Plan fiduciaries will rely on ERISA 404(c)(2) which states that “no *** fiduciary shall be liable *** for any loss, or any breach of fiduciary duty, which results from such participant’s or beneficiary’s exercise of control.” That means that Plan fiduciaries may not be liable for the direct and necessary results of your investment choices and directions.

No Trustee, investment manager, other fiduciary or other person connected with the Plan is responsible for your investment decisions and directions regarding your account. No person or entity has any duty or authority to provide investment advice to you or your beneficiaries. No person or entity can make any guarantee that there will be any investment gain from any sub-fund you select. You are given and can obtain additional information to help you make an informed investment decision. None of that information should be considered investment advice.

1.12 *IS THERE A GUARANTEED INVESTMENT RETURN?*

No. The sub-funds give you a variety of investment possibilities, each with varying degrees of potential gain and risk. Your account balance will reflect the investment experience of the sub-funds that you select. While the investment goal of each sub-fund is to make net gains over time, no one can guarantee a specific return, or that losses will not occur.

1.13 *HOW ARE ADMINISTRATIVE EXPENSES CHARGED?*

General expenses for Plan and Trust administration, investment and professional services (auditor, attorney, etc.) are paid from Trust assets before allocation to the sub-funds. Fees and expenses of each of the sub-funds are paid from that sub-fund before determining its net value. Thus, your account is charged a pro-rata share of general plan expenses, based on the size of your account relative to the size of the entire Plan.

The Trust also can make individual account charges for specific transactions or account maintenance as the Trustees deem appropriate. For example, for domestic relations orders, the Trust will charge the participant’s accounts and the alternate payee’s accounts the actual cost incurred by the Trust’s attorney to review and determine whether the domestic relations order is qualified. The cost will be deducted from the participant’s accounts and the alternate payee’s accounts equally. See 1.24 for a discussion of domestic relations orders. Similarly, administrative costs related to plan loans and hardship withdrawals will be deducted from the participant’s account. See 1.27 and 1.28 for a discussion of plan loans and hardship withdrawals.

BENEFIT ELECTIONS BEFORE RETIREMENT

1.14 *SHOULD I FILE AN ELECTION FORM BEFORE I RETIRE?*

Yes, you should fill out a death beneficiary form to be sure your account is paid the way you want after your death. Without a valid beneficiary form, your account will be paid according to the beneficiary default provisions in the plan. (See 1.20)

In general:

- (a) If you are married when you die, your spouse will get all of your account balances unless you and your spouse jointly elect to reject the spousal annuity form of benefit and designate another beneficiary.
- (b) If you are not married when you die, your account balances will be to the beneficiaries of your estate (distributed as you directed in your will or living trust or, if you had no will or living trust, as provided by law—including community property laws), unless you designate the beneficiary(ies). Divorce nullifies all pre-divorce rights of your spouse and automatically revokes any prior designation of your spouse as beneficiary but such former spouse can be given rights by a qualified domestic relations order. (See 1.24)

While your preference might be clear today, your situation can change tomorrow – by birth, adoption, death, marriage or divorce. The Plan’s election forms enable you to plan today for what the future might hold.

You should contact the Administrative Office to get more detailed information explaining the two election forms:

- Rejection of Spouse Annuity
- Designation of Beneficiary(ies)

You also will receive a periodic statement showing your account balances and the name(s) of the beneficiary(ies) shown on the most recent designation form filed with the Plan. Be sure to file a new designation of beneficiary form if your prior designation no longer is appropriate.

BENEFIT DISTRIBUTION

1.15 *WHEN WILL DISTRIBUTION BEGIN?*

Distribution of your account balances will begin upon approval of an application for benefits made after:

- (a) Your retirement from covered employment at the present regular retirement age of 55 or older; or
- (b) Your permanent disability or death at any age; or
- (c) Your termination of covered employment for 12 months at any age provided your basic, 401(k) and rollover accounts total \$5,000 or less.

The above (a) - (c) are subject to these special rules:

- i. Distribution requires the written consent of your spouse.
- ii. If you retire at age 55 but before age 62 and return to work in the electrical industry in the same geographic area covered by the Plan for at least 40 hours per calendar month, your benefit payments will stop and you must again retire to again start receiving retirement benefits. If you retire at age 62 or older, you may return to work in the electrical industry in the same geographic area covered by the Plan and perform any amount of work without having your benefit payments stopped.
- iii. Distribution under (c) before age 59 ½ may be subject to an extra federal tax (now 10 percent).
- iv. Distribution must begin by the start of the calendar year after you reach age 70½, or when you retire if you work in covered employment after age 70½ and do not own more than 5% of the employer, to avoid an extra federal tax for failure to start the minimum required distributions (excise tax now is 50 percent).

Divorce. Under a Qualified Domestic Relations Order (See 1.24), your divorced spouse may generally take a distribution at any time after the QDRO is finalized and approved by the Plan.

1.16 *CAN I POSTPONE MY REGULAR RETIREMENT?*

Yes. You can continue to work after age 55, and thereby postpone your retirement, as long as you wish, until you stop work. But if you own more than 5% of the employer, you must apply for benefits when you reach age 70½.

You also can postpone your application for benefits after you stop work. But you must apply for benefits no later than age 70½ to avoid the 50% excise tax and any forfeiture that might occur because of unclaimed benefits.

1.17 *IN WHAT FORM MAY I RECEIVE MY RETIREMENT BENEFITS?*

- (a) **Husband and Wife Annuity.** The basic form of payment for a married Participant is a life annuity paying the Participant a monthly amount and, after the Participant's death, paying the surviving spouse for life 50 percent of the Participant's monthly amount. This is the husband and wife annuity. The amount of annuity payments will depend on how much is available in your accounts to buy the annuity, and, based on the interest and mortality factors used by the insurance company, on how much your accounts will buy using the form of annuity benefit you want.
- (b) **Rejection of Husband and Wife Annuity.** If the Participant and spouse reject the husband and wife annuity within 180 days before the annuity starting date, the optional benefit forms below may be selected. Both Participant and spouse must receive, in advance, a written explanation of the various benefit forms and their financial effect. The rejection form must specify the beneficiary(ies) and form of benefits, and the spouse's consent must be signed before a notary public. Unless an alternative benefit form provides a survivorship benefit for the spouse, rejection of the husband and wife annuity will mean that the spouse will get no benefit after the Participant's death. Consent of the spouse is required to change such designation.
- (c) **Other Benefit Forms.** In all cases where the husband and wife annuity does not apply (you are not married, or you and your spouse have rejected that annuity in writing), you may select one of the following:
- i. An installment refund annuity for your lifetime;
 - ii. Any monthly amount you specify until your accounts are exhausted;*
 - iii. A full lump sum payment;
 - iv. A 50 percent, 75 percent or 100 percent joint and survivor modified annuity;
or
 - v. A partial lump sum plus monthly, quarterly, semiannually or annual payments until your accounts are exhausted.*

**If (ii) or (v) is selected: a minimum annual amount must be paid; payments cannot continue beyond the lives or life expectancy of yourself and your designated beneficiary(ies); and life expectancy of you or your spouse can be recalculated yearly if you so elect before the first payment is made.*

If a lump sum is elected under (iii) or (v), it may be transferred in a direct rollover without tax to a qualified plan or individual retirement account, or paid to you as a taxable distribution.

1.18 *HOW MUCH RETIREMENT BENEFIT WILL I RECEIVE?*

Your full account balances will either be paid to you or your beneficiary, or used to buy an annuity from an insurance company, according to the form of payment you select. The amount of your benefit is based on the size of your account balances.

1.19 *WHAT IF I BECOME PERMANENTLY DISABLED?*

The Plan provides disability retirement benefits as follows:

- (a) **Eligibility.** You must present medical evidence satisfactory to the Trustees establishing that you are totally and permanently disabled. This evidence may, if approved by the Trustees, be a copy of a Social Security disability award or a physician's certification.
- (b) **Forms of Benefits.** You will receive the full amount of your accounts payable as provided above in 1.17.
- (c) **Benefit Commencement Date.** As of the first day of the month after the disability has occurred.

1.20 *WHAT IS THE DEATH BENEFIT?*

- (a) **Before Retirement.** If you die before retirement, your beneficiary(ies) will receive the balance in your accounts.

If you are legally married when you die, your surviving spouse may choose to receive the survivor's portion of the husband and wife annuity plus the unused account balances in the form selected, or your spouse may receive payment of the full account balance in any form described in 1.17(c). You and your spouse may name other beneficiaries and distribution options.

If you are not married when you die, your designated beneficiary(ies) will receive the balance of your accounts under the benefit options explained in 1.17(b) above. See 1.24 below regarding the nullification by divorce of any pre-divorce designation of the divorced spouse.

- (b) **After Retirement**
 - i. If you die after retirement, your beneficiary(ies) will receive the remaining balance in your accounts, unless (ii) applies.
 - ii. If an annuity or other insured retirement benefit is in force, the terms of the insurance contract will determine whether and how a death benefit will be paid. For example, the basic form of benefit for a married Participant is a

husband and wife annuity providing a 50 percent monthly benefit for the surviving spouse (unless rejected—see 1.17(a)).

1.21 *MAY I WITHDRAW MONEY BEFORE MY RETIREMENT DATE?*

Yes, under limited conditions.

Hardship Withdrawal. If you have a financial hardship you may be paid enough of your account to address such hardship. See 1.27 for details.

Small Account. If you do not work for 12 consecutive months under a Local 48 Collective Bargaining Agreement, you may withdraw your entire account if that amount is less than \$5,000.

If that amount is \$5,000 or greater, your account will remain with the Plan. Distribution will be made to you upon retirement (after your 55th birthday), permanent disability, or to your beneficiary(ies) should you die.

Local 970 Members. Former Local 970 members with a voluntary after-tax account who do not work for 12 consecutive months under a Local 48 Collective Bargaining Agreement can receive their voluntary after-tax account regardless of age.

Taxes. Generally, such withdrawals are subject to income tax. In addition, distributions before age 59 ½ (except for death or disability) may be subject to an extra 10 percent federal tax.

1.22 *ARE THERE INVOLUNTARY DISTRIBUTION RULES?*

Yes. Distribution must begin by the start of the calendar year after you reach age 70 ½ or when you retire if you work in covered employment after age 70 ½ and do not own more than 5 % of the employer. See 1.15.

In addition, upon termination of covered employment (no work for 12 consecutive months under a Local 48 Collective Bargaining Agreement or for an employer who contributes by pension reciprocity to the Trust), if your account does not exceed \$1,000, you will receive a distribution of the entire value of your account. You will have the opportunity to defer taxes by electing to have your distribution rolled over to an eligible retirement plan. See 1.23 for rollover information.

1.23 *ARE BENEFITS TAXABLE?*

Yes. All sums paid from accounts are taxable income, unless they qualify for tax free disability treatment under Internal Revenue Code § 105(c). There are various tax options, depending on the form of benefit payment. Also, there may be special tax provisions for payment of death benefits.

Former members of Local 970 who made voluntary after-tax contributions will not be taxed on the amount of such contributions, but earnings and gains attributable to your voluntary account are taxable.

Below are some general tax rules based on present law (subject to change):

- (a) You can defer tax on distributions that are eligible for rollover treatment by (i) directing the Plan to make a trustee-to-trustee rollover transfer or (ii) making a direct deposit rollover within 60 days of receipt of the distribution. The rollover must be made to another tax-qualified trust described in Section 401(a) of the Internal Revenue Code, an IRA (individual retirement account) or annuity, a Roth IRA, a 403(b) annuity plan, an annuity contract, or 457 plan of a government employer. The recipient plan must permit the receipt of rollovers.

Your surviving spouse can rollover many types of distributions from the Plan to an IRA or other retirement vehicle described in the previous paragraph.

If you designated a non-spouse beneficiary, then the non-spouse designated beneficiary may rollover many types of distributions from the Plan directly to an IRA or Roth IRA that is established for the purpose of receiving a distribution on behalf of a designated beneficiary who is a non-spouse. The inherited IRA must be established in a manner that identifies the deceased participant and the beneficiary. There are minimum distribution rules that apply to an inherited IRA. Be sure to review the minimum distribution rules with your financial adviser or the custodian of the IRA.

- (b) You must file a written election specifying whether income tax is to be withheld from your taxable periodic distribution payments.
- (c) There is a 10 percent added tax on certain distributions before age 59 ½. There also is a 50 percent tax for failure to start distribution by age 70½, or your retirement date if later.
- (d) You probably will not be able to use income averaging. Ten-year income averaging is available only to those who were age 50 or older on January 1, 1986. The election to “average” your income from a lump sum distribution may only be made one time.
- (e) Your entire account balance at your death will be included in your estate for purposes of the federal estate tax, even though the Plan establishes the legal right of your beneficiary to receive payment (independent of your will or any probate proceeding). There are estate tax exclusions for your spouse, but not for non-spouse beneficiaries. The benefit payment to your survivor also might be taxed under a state death or inheritance tax law.

Important: Be sure to consult your tax adviser about all tax consequences of your Plan benefits when you do your retirement and after-death estate planning.

1.24 *CAN RETIREMENT BENEFITS BE ASSIGNED OR TRANSFERRED?*

No, in most cases. Generally, benefits cannot be assigned or transferred, nor can they be subject to garnishment, attachment or other suits of creditors. However, there are exceptions for withholding and payment of taxes; for payment of child support, alimony or marital property rights pursuant to a qualified domestic relations order (“QDRO”); and for rights under the Washington Community Property Law. The Trust will evaluate claims by third parties on a case-by-case basis.

The Plan provides that a final divorce decree nullifies a prior designation of the divorced spouse as your death beneficiary, unless a QDRO or post-divorce designation specifically provides otherwise.

1.25 *WHEN DO I MAKE APPLICATION FOR RETIREMENT BENEFITS?*

To receive your payment on time, you should make application to the Administrative Office at least 90 days before the date on which you intend to retire.

1.26 *WHERE DO I MAKE APPLICATION FOR RETIREMENT BENEFITS?*

Contact the Administrative Office and complete an application:

A & I Benefit Plan Administrators, Inc.
1220 SW Morrison Street Suite 300
Portland OR 97205
(503) 224-0048
(800) 547-4457

Personnel in the Administrative Office will assist you in completing the application and can explain the methods of receiving benefits.

1.27 *WHAT ARE THE RULES FOR A HARDSHIP DISTRIBUTION?*

You may withdraw money for financial hardship if you satisfy certain conditions. A hardship distribution will reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. Generally, a hardship distribution may be made only for the following:

- Expenses for medical care incurred by you, your spouse, dependent or beneficiary.
- Costs directly related to the purchase of your principal residence (but not ongoing mortgage payments).
- Tuition, education fees, and room and board expenses for the next twelve months of college (or other post-secondary education) for yourself, your spouse, dependent or beneficiary.

- Amounts necessary to prevent your eviction from your principal residence or foreclosure of the mortgage on your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents or beneficiaries.
- Expenses for the repair of damage to your principal residence that would qualify as a casualty deduction under the Internal Revenue Code.

Conditions. You must demonstrate an immediate and heavy financial need to obtain a hardship withdrawal. You will have to verify that your need cannot be met from other resources and provide such documentation as the Trustees deem necessary to support your request. Other resources that may be used include:

- Obtaining a Plan loan as described in 1.28.
- Borrowing funds from a bank or other commercial lender.
- Insurance reimbursement.
- Selling your assets.

No action above is required if it would itself increase the amount of your financial need (e.g., if repaying borrowed funds would only make your financial situation worse). You may also take a distribution for the amount of income taxes that will have to be paid on the hardship withdrawal.

You will not be able to make 401(k) contributions for 12 months after a hardship withdrawal. If you are married, your spouse will have to consent to the withdrawal. A fee will be charged for processing a financial hardship. Contact the Trust Office for more information.

Former Local 970 members may not take a hardship withdrawal from their former money purchase pension plan account (funds attributable to the original employer funded 1979 Plan).

1.28 CAN I BORROW FROM MY PLAN ACCOUNT?

Yes. The Plan allows a Participant to obtain a loan from his or her Plan Account subject to the following rules:

Maximum loan amount. Loans are limited to the lesser of:

- (i) One-half the of the Participant's Account, or
- (ii) \$50,000 reduced by the maximum outstanding loan balance, if any, during the 12-month period ending on the day before the loan is taken.

Minimum loan amount. The minimum loan amount is \$1,000.

Application process. In order to apply for a loan, you must complete a loan application and submit the completed loan application to the Trust Office. Contact the Trust Office for a loan application and the fee that is charged for the loan.

Loan taken from investments. To provide the loan, funds are taken from your existing investments in your Account. The loan becomes an investment of your Account. The loan funds will be taken pro rata from your investment funds. As monthly principal and interest payments are made, the payments will be deposited in the investment option(s) you have currently chosen.

Interest rate. The loan must bear a reasonable rate of interest as determined by the Board of Trustees. Contact the Trust Office for the current interest rate.

Length of the loan. The maximum length of the loan is five years. You may select a shorter period of time to repay the loan.

Spousal consent. A Participant's spouse must consent to the loan. Spousal consent must be in writing and witnessed by a Plan representative or a notary public.

Repayment of the loan. Loan payments must be made monthly in equal payments to the Trust Office. Payments will be made by automatic withdrawal from your bank account. Failure to make a full monthly payment within 60 days after the payment became due will result in a default of the loan. **You will not receive payment reminder notices.** You can prepay the loan without penalty.

Default of a loan. In the event you default on a loan (failure to make the monthly payment in full within 60 days of the due date), there are serious tax consequences. The amount of the outstanding loan at the time of default is treated as a taxable distribution to you by the Plan. You may be subject to a 10 percent federal early distribution penalty for the distribution. In addition, you will have to pay federal and, if applicable, state taxes on the amount of the loan at the time of default. The amount of money available to you at the time of retirement is reduced. Finally, you are not eligible for future loans.

Number of loans available. You can only have one loan outstanding at a time.

DISPUTED BENEFIT CLAIM PROCEDURES

1.29 *IF I FEEL THAT A DENIAL OF MY APPLICATION FOR RETIREMENT BENEFITS IS NOT PROPER OR I HAVE BEEN ADVERSELY AFFECTED BY A DECISION OF THE ADMINISTRATIVE OFFICE OR BOARD OF TRUSTEES, HOW DO I APPEAL?*

If you are a participant, alternate payee or beneficiary and have a dispute concerning eligibility to participate in the Plan, eligibility for retirement benefits from the Plan, the type, the amount or duration of a retirement benefit or are otherwise adversely affected by a decision made by the Administrative Office or the Board of Trustees (hereinafter the Claim), you or your representative must file an appeal in writing with the Administrative Office. See 1.26 for the address of the Administrative Office.

Filing A Claim. Your Claim must be in writing. Your Claim will be considered filed when it is received by the Administrative Office, regardless of whether you include all necessary information. The address for the Administrative Office is 1220 SW Morrison #300, Portland, Oregon, 97205. If necessary information is lacking, the Administrative Office will notify you, in writing, of:

- The standards on which entitlement to benefits is based;
- The unresolved issues that prevent a decision on your Claim; and
- The additional information needed to resolve those issues.

Your Claim will not be considered complete until all required information is received by the Administrative Office.

Timing of Initial Decision. If your Claim is denied, in whole or in part, you will receive written notice within a reasonable period of time but not later than 90 days after the Administrative Office receives your Claim. The time limit may be extended up to another 90 days in special cases (if the Administrative Office determines special circumstances require extra time for processing), but in such a case you will be notified of the reason for the delay before the expiration of the initial 90 day period and will be told when you can expect a decision.

If the delay is caused by your failure to submit all necessary information, the days that elapse between the time you are asked for the additional information and the time you supply it will not count toward the 90 day time limit.

Timing of Initial Decision for Disability Claim. If your Claim is related to a disability determination and is denied, in whole or in part, you will receive written notice within a reasonable period of time but not later than 45 days after the Administrative Office receives your Claim. This 45 day period may be extended up to an additional 30 days provided the Administrative Office determines such an extension is necessary due to matters beyond control of the Plan and notifies you prior to the end of the initial 45 day period in writing of such extension and the circumstances requiring the extension and the date by which the Administrative Office expects to render a decision. If, prior to the end of the first 30 day extension, the Administrative Office determines a

further extension of time is necessary to complete review of the Claim because of matters beyond the control of the Plan, the 30 day extension period may be extended up to an additional 30 days provided the Administrative Office notifies you in writing of the extension of time for processing the Claim before the end of the first 30 day extension. The extension notice will be in writing and will specify the Plan provision(s) on which the entitlement to disability retirement benefits is based, the unresolved issue(s) that prevent a decision, the additional information needed to resolve those issues, and the date a decision is expected.

Deemed Denial. If your Claim is not acted on within these time periods, you may deem your Claim to have been denied and may follow the appeal procedure in the section entitled “Appealing the Decision”.

What is Included in a Denial Notice. If your Claim is denied, in whole or in part, you will be notified of the decision in writing and you will be given the opportunity for a full and fair review of the decision. The denial notice will include the following:

- The specific reason(s) for the denial;
- Reference to the specific Plan provision(s) on which the denial was based and if any internal rule, guideline, protocol or similar criterion was relied upon in making the adverse decision, the denial notice will state that such a rule, guideline, protocol or similar criterion was relied upon and tell you that a copy will be provided free of charge upon request;
- A description of any additional material or information you need to provide if you want the matter reviewed and an explanation of why it is necessary; and
- A description of the Plan’s review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502 of the Employee Retirement Income Security Act following an adverse benefit determination on review.

Appealing the Decision. If you believe your Claim was wrongly denied, you have the right to petition the Board of Trustees to review the decision. Your request for review must:

- Be in writing;
- State in clear and concise terms the reason(s) for the disagreement with the decision of the Administrative Office;
- Include documents, records and other information relevant to the appeal; and
- Must be filed or received by the Administrative Office within 60 days after the date you received the denial notice. If your claim is related to eligibility for disability

retirement, the appeal must be filed within 180 days after the date you receive the denial notice.

Changes or additions to the petition for review may be allowed if the Board of Trustees find good cause. If you miss the 60-day deadline (180 days for a disability claim) for filing an appeal, you will be considered to have waived your right to appeal. This will not preclude you from establishing your entitlement to a benefit at a later date based upon additional information or evidence not available at the time of the decision made by the Administrative Office.

Upon request you or your representative will be provided, free of charge, reasonable access to and copies of all non-privileged records and other information relevant to your appeal. A document, record or other information shall be considered relevant to your appeal if it was relied upon in making the decision; was submitted, considered or generated in the course of making the decision, without regard to whether it was relied upon in making the decision; demonstrates that the decision was made in accordance with the Plan provisions and that such provisions have been applied consistently with respect to similarly situated claims.

Upon written request by you or your representative, the Board of Trustees or a committee appointed by the Board of Trustees will hold a hearing within a reasonable period of time after receipt of the petition for review to permit you or your representative to personally appear in support of the petition for review.

Reviewers will take into account all comments, documents, records and other information you submit without regard to whether they were submitted or considered in the initial decision. The Board of Trustees or a committee appointed by the Board of Trustees will not grant any deference to the initial decision. If the appeal involves an issue of medical judgment, the Board of Trustees or a committee appointed by the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved. If the Board of Trustees or a subcommittee appointed by the Board of Trustees consult a medical or vocational expert, he or she will be identified regardless of whether the Board of Trustees or a subcommittee appointed by the Board of Trustees rely on his or her opinion.

The Decision on Appeal. A decision will ordinarily be made by the Board of Trustees or a committee appointed by the Board of Trustees no later than the date of the quarterly meeting of the Board of Trustees that immediately follows the Administrative Office's receipt of your appeal. However, if your appeal is received within 30 days before the meeting, a decision will be made by the date of the second quarterly meeting after receipt of your appeal. If special circumstances require more time, a decision will be made no later than the third quarterly meeting and you will be notified of the reasons for the delay and the date you can expect a decision before such an extension of time begins.

You will receive notification of the decision no later than five days after the decision is made. The notification of the decision will be in writing and will include the following:

- The specific reason(s) for the decision;

- Reference to the specific Plan provision(s) on which the denial is based;
- A statement of your right to receive, upon request and free of charge, reasonable access to and copies of all non-privileged documents, records and other information relevant to your Claim; and
- Your right to bring a lawsuit under Section 502(a) of the Employee Retirement Income Security Act.

Authority of the Board of Trustees. The Board of Trustees or a committee appointed by the Board of Trustees has the full, absolute and unlimited power and authority to administer the Plan and Trust Agreement, to construe and interpret the Plan and Trust Agreement and to determine benefit eligibility, pension credits, accrual and entitlement to benefits. The decision of the Board of Trustees or a committee appointed by the Board of Trustees shall be final and binding on all parties and shall be given the fullest deference allowed by law.

Limitations on Bringing Legal Action. Prior to bringing a legal claim in court for denial of benefits, you must exhaust all appeals to the Trustees as described above. A legal action must be commenced within one year of the final denial of your claim or your right to file a legal action will be time barred and the decision by the Board of Trustees will be final.

OTHER ITEMS

1.30 *IS THIS A TAX EXEMPT TRUST?*

Yes. This Trust is intended to be exempt under the Internal Revenue Code. An exempt trust does not have to pay taxes on investment earnings and gains.

The tax exempt nature of the Trust is to your benefit. If you were to receive the employer contribution as wages, you would have to pay income tax on that amount. If you then invested the after-tax amount, you would have to pay further income tax on investment earnings. The Trust does not pay either tax, so all contributions will realize full investment growth without reduction for taxes. (You will be taxed when the Trust distributes money to you—see 1.23.)

1.31 *IS THE PLAN PERMANENT?*

Contributions to the Plan are determined by the Collective Bargaining Agreements between the IBEW Local 48 and the employers. The Board of Trustees, therefore, reserve the right to change, amend or discontinue the Plan to conform with the existing or subsequent Collective Bargaining Agreements.

1.32 *WHAT ARE MY RIGHTS IF THE PLAN TERMINATES OR MY EMPLOYER STOPS PARTICIPATING?*

The Plan and Trust can be terminated by written agreement between the IBEW Local 48 and the Employer Association (Oregon-Columbia Chapter of NECA), or when there no longer are any Collective Bargaining Agreements requiring contributions be made to the Trust.

Your right to have contributions made to the Trust will end when your employer no longer is obligated by a collective bargaining agreement or participation agreement to make such contributions.

In either event, you will not lose your right to receive your full account balances when you qualify under the Plan to receive payment. You always have a 100 percent vested right in your account balances. Under no circumstances can any of your account balances be paid to or received by your employer.

1.33 *CAN MY BENEFITS BE REDUCED OR FORFEITED?*

While nothing can cause your account balances to be permanently forfeited, these circumstances can reduce benefits:

- (a) A qualified domestic relations order will reduce your account balances by the amount paid to your former spouse or dependent. See 1.24.

- (b) You can forfeit your account balances if you fail to apply for benefits by age 70½, unless you work after that date (i.e., unclaimed benefit). The forfeited benefit can be recovered if you file your claim with the Administrative Office after the forfeiture.
- (c) A surviving annuitant named in an annuity contract (without other survivorship benefits) will receive nothing if he/she dies before his/her annuity starting date.
- (d) All accounts are reduced by periodic expense charges, investment loss (if any) at a valuation date, and distributions.

1.34 HOW DO I COLLECT FROM OTHER PLANS?

You must apply to every other plan to get any benefits you are entitled to receive. Your application to the Trust covers only your Cornell-Hart benefits. It does not cover benefits from NEBF, Edison, IBEW District No. 9, Social Security, reciprocal plans, or any other retirement benefits. The Administrative Office will give what assistance it can, but is not the authorized representative of any plan other than the Cornell-Hart Pension Plan and Trust.

1.35 WHAT ARE MY RIGHTS IF I SERVE IN THE U.S. MILITARY OR OTHER UNIFORMED SERVICE?

You might be entitled to service and benefit credit for periods when you served in the U.S. military or other uniformed service. Under a federal law known as USERRA, 38 U.S.C. Chapter 43, your employer is supposed to give the Administrative Office notice of re-employment of a previously covered employee following a USERRA-qualified leave. You should check with your employer or the Administrative Office if you have questions about coverage for any uniformed service you have performed.

1.36 HOW DO I GET MORE INFORMATION?

The following is a list of who to contact for various aspects of the Plan.

Participation/Change of Address. Contact the Trust Office for questions about participating in the Plan and changing your address. Contact information below.

Contributions. Your employer should have 401(k) election forms. Contact the Trust Office for information about making 401(k) elections or changing such elections, and for making a rollover contribution, contact the Trust Office.

Account Management. Contact Great-West for account balances, making and changing investments, fund performance and prospectuses. Contact information below.

Distributions. Contact the Trust Office to apply for benefits, choose payment options, tax information, making rollovers, and hardship distributions.

Other Matters. Contact the Trust Office to change your beneficiary, inquire about divorce orders impacting your Account, obtaining a Plan loan and other questions.

Contact information for the Administrative Office:

A & I Benefit Plan Administrators, Inc.
1220 SW Morrison Street Suite 300
Portland OR 97205
(503) 224-0048
(800) 547-4457
www.cornellpension.aibpa.com

Contact information for Great-West:

Great-West Retirement Plan Services.
8515 E Orchard Road Suite 10T2
Greenwood Village CO 80111
(800) 338-4015
www.gwrs.com

See Part II for further information regarding the Plan, its fiduciaries, your legal rights and how you can obtain additional information.

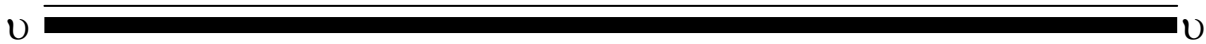
NOTE: THE FOREGOING QUESTION AND ANSWER SUMMARY OF THE PLAN'S BENEFITS AND RESTRICTIONS IS INTENDED ONLY TO HIGHLIGHT SOME OF THE PLAN'S ESSENTIAL POINTS. YOUR RIGHTS TO ACCRUE AND RECEIVE BENEFITS CAN ONLY BE DETERMINED BY THE PLAN ITSELF, WHICH IS AVAILABLE UPON REQUEST BY CONTACTING THE ADMINISTRATIVE OFFICE.



CORNELL-HART PENSION PLAN

PART II

OTHER INFORMATION



OTHER INFORMATION

The following information is provided to conform to the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”).

2.1 *NAME AND TYPE OF PLAN*

The official name of the Plan is the CORNELL-HART PENSION PLAN. It is a tax qualified defined contribution pension plan to provide retirement benefits for eligible participants and beneficiaries. The Board of Trustees is the Plan Administrator and administers the Plan with the assistance of a contract administrative agent (see 2.3 below).

2.2 *AGENT FOR SERVICE OF LEGAL PROCESS*

Lee Centrone
A & I Benefit Plan Administrators, Inc.
1220 SW Morrison Street Suite 300
Portland OR 97205

Service of process also may be made upon any Trustee.

2.3 *ADMINISTRATIVE OFFICE*

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street Suite 300
Portland OR 97205
Telephone: (503) 224-0048
Toll-Free (800) 547-4457
www.cornellpension.aibpa.com

2.4 *ACCOUNT FIDUCIARY*

Great-West Retirement Services
8515 East Orchard Road
Greenwood Village CO 80111
Toll-Free: (800) 338-4015
www.gwrs.com

2.5 *TRUSTEES*

UNION TRUSTEES

Clif Davis
IBEW Local 48
15937 NE Airport Way
Portland OR 97230

Mike Bridges
IBEW Local 48
15937 NE Airport Way
Portland OR 97230

Dan Buckhalter
IBEW Local 48
15937 NE Airport Way
Portland OR 97230

ALTERNATE:

Kirk Lowe
IBEW Local 48
15937 NE Airport Way
Portland OR 97230

EMPLOYER TRUSTEES

Timothy Gauthier
Oregon-Columbia Chapter NECA
601 NE Everett
Portland OR 97232

Tom Renaud
Renaud Electric
2300 Talley Way
Kelso WA 98626

Andrew Busack
Busack Electric
PO Box 1579
Longview WA 98632

2.6 *LABOR AGREEMENT*

The Plan is maintained pursuant to Collective Bargaining Agreements between the Oregon-Columbia Chapter National Electrical Contractors Association and Local 48 International Brotherhood of Electrical Workers. Copies of these agreements can be obtained upon written request to the Board of Trustees and are available for examination at the office of the Administrative Agent and the Local Union.

2.7 *PLAN ELIGIBILITY*

You automatically become covered under the Plan on the day contributions start being made on your behalf to the IBEW District No. 9 Pension Plan.

2.8 *NONFORFEITABLE PENSION BENEFITS*

Your benefits are always 100 percent vested and nonforfeitable. Under no circumstances shall any funds properly contributed in your behalf revert to the Employer.

2.9 *CIRCUMSTANCES WHICH MAY RESULT IN DENIAL OR LOSS OF BENEFITS*

None. (But see 1.33 FAILURE TO APPLY FOR BENEFITS for situations which may reduce benefits you receive).

2.10 SOURCE OF FUNDING

The Plan is funded by voluntary pre-tax employee contributions up to specified limits. Contributions and investment gain/loss (net after expenses) are allocated to individual accounts maintained for each Participant. Benefits are paid by the Trust under procedures established by the Board of Trustees.

Participating employers and the Union can provide Plan benefits to their non-bargaining unit employees by entering into a Participation Agreement with the Board of Trustees.

The funds are invested in investment sub-funds pursuant to participant self-directed investment fund selection. Each sub-fund is managed by a registered investment adviser. (See 1.11).

The Account Fiduciary (Great-West Retirement Plan Services) has custody of all accounts and provides Participants with 24-hour access to account balance information and fund selection.

2.11 PLAN YEAR

April 1 through March 31.

2.12 IRS AND ERISA PLAN NUMBERS

IRS ID No. 93-0747524
Plan No. 002 (1993 Plan)
IRS Determination Letter (August 10, 2012)

2.13 CLAIMING BENEFITS

Contact the Administrative Office and complete an application.

A&I Benefit Plan Administrators, Inc.
1220 SW Morrison Street Suite 300
Portland OR 97205
Telephone: (503) 224-0048
Toll-Free: (800) 547-4457

Personnel in the Administrative Office will assist you in completing the application and will explain the optional methods of benefit payments available to you. Any appeal of a denied claim also should be filed at the above Administrative Office. See 1.29.

2.14 CONTRIBUTING EMPLOYERS

A Participant may address a written request to the Board of Trustees asking if his/her employer is a contributing employer to the Plan and, if so, asking the address of that employer.

2.15 BENEFITS ARE NOT INSURED

Since this Plan is a defined contribution plan, there is no need to insure your accounts for the failure to fully fund your benefits. Your benefits are equal to the amount of contributions and investment gains or losses credited to your accounts. Recognizing this, the law exempts defined contribution plans from buying termination insurance.

2.16 CERTAIN RIGHTS UNDER ERISA

As a Participant in the Cornell-Hart Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Pension Plan Participants are entitled to the rights described in 2.17 through 2.20.

2.17 RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

You have the right to:

- (a) Examine, without charge, at the Plan Administrator’s Office and at other locations such as worksites and union halls, all documents governing the Plan, These documents include insurance contracts and Collective Bargaining Agreements, a copy of the latest annual report (Form 5500 Series) filed by the Plan with the US Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain upon written request to the Plan Administrator’s Office, copies of documents governing the operating of the Plan. These include insurance contracts and Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator’s Office may make a reasonable charge for copies.
- (c) Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this annual financial report.
- (d) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age, and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to get a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide this statement free of charge.

The Plan will provide this information to the extent it is able to based upon available records.

2.18 PRUDENT ACTION BY PLAN FIDUCIARIES

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

2.19 ENFORCE YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce the above-rights. For instance, if you request a copy of Plan documents, or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay those costs and fees. If you lose, the court may order you to pay those costs and fees, for example, if it finds your claim is frivolous.

2.20 ASSISTANCE WITH YOUR QUESTIONS

If you have questions about your Plan, you should contact the Plan Administrator’s 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 Plan Administrator’s Office, you should contact the nearest office of the Employee Benefits Security Administration (EBSA) (formerly the Pension and Welfare Benefits Administration), US Department of Labor, listed in your telephone directory. Alternatively, you may obtain assistance by calling EBSA toll free at (866) 444-EBSA (866-444-3272), or writing to the following address:

Division of Technical Assistance and Inquiries
Employee Benefit Security Administration
US Department of Labor

200 Constitution Avenue NW
Washington DC 20210

You may obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotlines of EBSA. For single copies of publications, contact the EBSA brochure request line at (800) 998-7542 or contact the EBSA field office nearest you.

You may also find answers to your Plan questions and a list of EBSA field offices at the website of EBSA at www.dol.gov/ebsa.

NOTICE TO ALL PARTICIPANTS AND BENEFICIARIES

Your benefit rights are determined by reference to the Plan document.

A general explanation of the Plan and your rights and duties is set forth as Part I of this booklet.

In case of any conflict between the general explanation and the Plan document, the Plan document is controlling.

The only parties authorized to answer questions concerning the Plan are the Board of Trustees and the Administrative Office. No individual – even if a Trustee, Union business agent, NECA employee, or officer of a participating employer – has authority to answer any questions concerning the Plan or its operation.

All of your questions regarding your account balances, investment fund selections, investment performance and information about investment funds should be directed to the Account Fiduciary identified in 2.4.

All other questions should be directed to the Administrative Office identified in 2.3. The Administrative Office is authorized to explain Plan procedures and provide other information, but is not authorized to interpret the Plan document or resolve questionable or disputed matters.

Any dispute involving a denial claim can be resolved only by the Board of Trustees and only after timely written notice from you that you want the Board of Trustees to review the denial. The procedure is explained in 1.29.

Board of Trustees