Local Union No. 124

I.B.E.W. – N.E.C.A. 401(K) Trust Fund

Summary Plan Description
2020 Edition

Effective January 1, 2020

CONTACT INFORMATION

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401(K) PLAN HIGHLIGHTS

The information below highlights some if the features of the 401(k) Plan. More detailed information is provided later in the booklet. If this booklet does not answer all of your questions, please contact the Benefits Office.

Beginning Work	• You are eligible to enroll in the Plan after completing one hour of service in Covered Employment. • Plan participation is voluntary; if you choose to participate, you elect the amount of Tax – Deferred Savings Contributions you make to the Plan.
Your 401 (K) Plan Account	• You determine how much you want to contribute to your account on a pretax basis. • When you enroll in the Plan, an individual account is established in your name. • Generally, you can change the amount of your Tax Deferred Savings Contributions as of any January 1 or July 1. • You can change how your account is invested daily if you wish. • You can stop contributing to your account at any time. • You determine how you will invest your 401(k) account among the Plan's investment options. • Your Account Balance takes into consideration your Tax Deferred Savings Contributions investment earnings and/or losses distributions/withdrawals and investment and Plan administrative expenses. • The value of your account is updated at least once a month, but generally each business day. • At least quarterly, you will receive a statement showing the balance of your account.
Hardship Withdrawals	• After five years of Plan participation, you may be able to take a withdrawal from your 401(k) account to satisfy an immediate and heavy financial need.
Payments of Benefits	In general, you become eligible for benefits when you: • Retire at age 55 or older; or • Leave Covered Employment. The 401 (k) Plan offers the following forms of payment: • Lump Sum Payments; or • Installment Payments.
In the Event of Death	If you die before distribution of your 401(k) account begins, your beneficiary will receive payment of your Account Balance in one of the following forms of payment: • Lump Sum Payments; or • Installment Payments. If you die after distribution of your 401(k) account begins as installment payments, your beneficiary will receive a lump sum payment of the balance of your monthly installment payments.

401(K) PLAN

A 401(k) Plan is named after the section of the federal tax code, section 401(k), that allows you to direct part of your pay – before applicable federal and state income taxes are deducted – to a 401(k) account in an employer sponsored savings plan.

By participating in the 401(k) Plan, you enjoy the following benefits:

- You save easily through convenient, automatic payroll deductions;
- Your current taxable income is reduced;
- You can choose from a range of investment options available through the Plan;
- Depending on your investment's returns, your account may grow faster than a regular savings account because all earnings are tax-deferred (that means you don't pay taxes on your savings until you receive them);
- You see how your account grows through personalized account statements; and
- You can get personal account information instantly by touch-tone phone through a toll-free number or online.

You're in Charge

You decide how much of your pay you want to contribute to the 401(k) Plan. The amount you elect to contribute will be deducted from your pay each pay period. You decide how you want your money invested among the investment options offered through the 401(k) Plan.

The money that you contribute and any earnings on those contributions are always yours, although there are restrictions as to when and how you can receive the money in your account.

Pre-Tax Savings

Through the 401 (k) Plan your savings are deducted from your pay and deposited in your account before income taxes are determined. That means every dollar you save reduces your taxable income. Taxes on these amounts are postponed, or "deferred," meaning you will not pay taxes on these amounts until you receive the money from the Plan.

Pre-Tax Savings Example

Chris, an electrical worker, makes $20 an hour. Chris elects to make Tax Deferred Savings Contributions of $1.50 an hour. Chris worked 2,100 hours in Covered Employment during the year. The following chart shows the benefits of saving on a pre-tax basis through the 401 (k) Plan versus saving on an after-tax basis.

	401(k) Savings	***Regular After-Tax Savings***
Wages ($20 x 2,100)	$42,000	$42,000
Tax Deferred Savings Contributions ($1.50 x 2,100)	$3,150	$0
Adjusted Wages	$38,850	$42,000
Social Security Tax	$2,604	$2,604
Federal Income Taxes	$3,304	$3,409
Take Home Pay	$33,212	$35,987
After-Tax Savings	$0	$3,150
Net Pay	$33,212	$32,837

This example assumes Chris pays federal income tax at an effective rate of 7.81% under the 401(k) Savings and 8.12% under After-Tax Savings using the standard deduction. It does not take into account state income tax.

The summary is not included intended to provide personal tax advice. Your personal tax savings will depend on your own tax status and financial situation. You may wish to consult a qualified tax or financial advisor before making decisions about your 401(k) savings.

Chris saves $3,150 whether he saves on a pre-tax or after-tax basis. However, by making Tax Deferred Savings Contributions, Chris' net pay is more because Chris pays $375 less in federal incomes taxes.

Because you do not pay taxes on your account's investment earnings while they remain in the Plan, depending on your investment returns, your savings may grow at a much faster rate that they would in a regular after-tax savings program.

Saving Now Versus Saving Later

By saving early you benefit from the added growing power of money over time, called "compounding." Compounding occurs when the interest on your savings earns interest, allowing your Account Balance to grow faster with each passing year.

<u>Compounding</u>
When the interest on your savings earns interest, allowing your Account Balance to grow faster with each passing year.

Saving Now Versus Saving Later Example

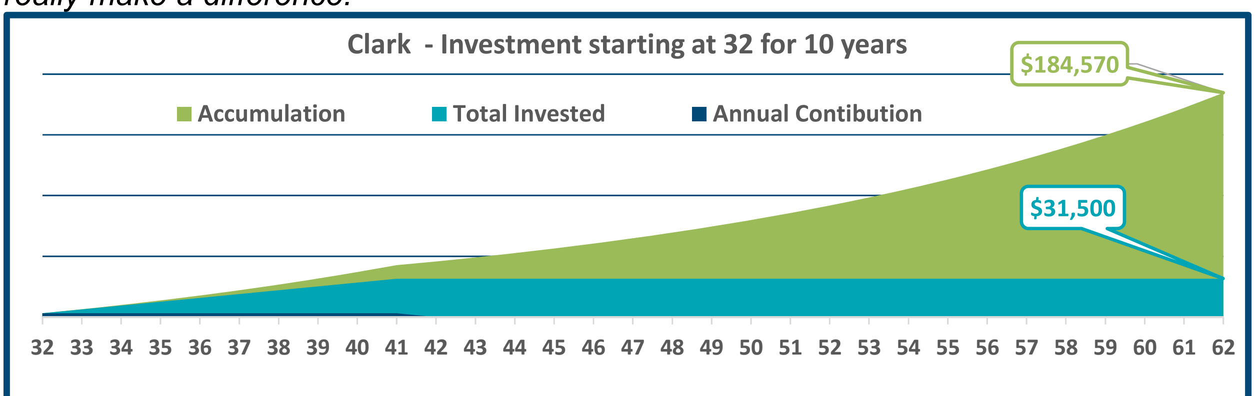
Beginning at age 32, Clark contributes $3,150 a year for ten years. After ten years, Clark has contributed a total of $31,500.

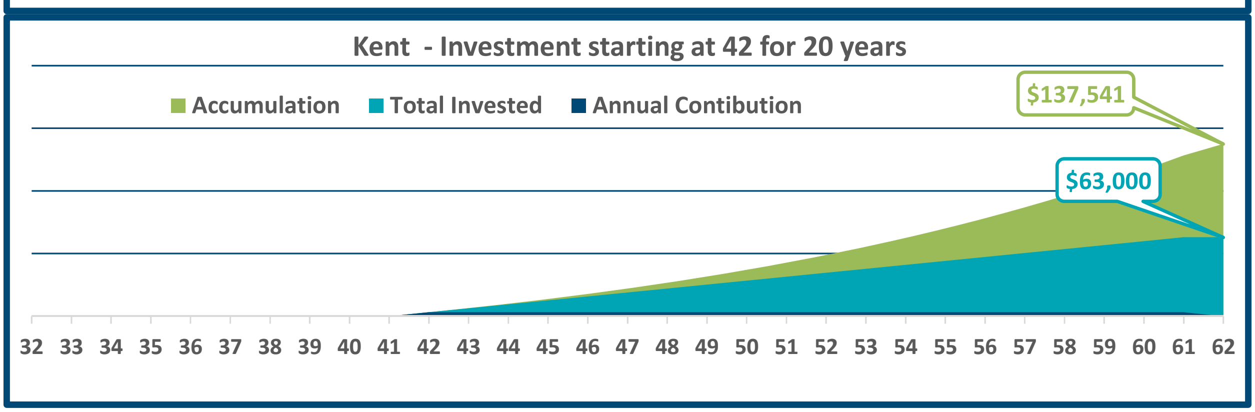
Kent begins contributing to the Plan at age 42. Unlike Clark, Kent contributes $3,150 a year for 20 years. So, after 20 years, Kent has contributed $63,000 – twice as much as Clark.

Clark and Kent both Retire at age 62. The following table and charts compare Clark and Kent's Account Balances.

	Clark	Kent
Years of Contributions	*10*	*20*
Tax Deferred Savings Contributions	*$31,500*	*$63,000*
*Interest Earned**	*$15,070*	*$74,541*
Total 401(k) Account Balance at age 62	*$184,570*	*$137,541*
***Assumes interest is compounded monthly and earns an annual return of 7%.*		

Clark contributed half as much as Kent, but Clark's total Account Balance was over $47,000 more than Kent's. The advantage of time and the power of compounding interest really make a difference!





BEGINNING WORK

Eligibility

You are eligible to participate in the 401(K) Plan after you complete one hour of service in Covered Employment. Covered Employment is employment for an Employer who is signatory to the Collective Bargaining Agreement or a Participation Agreement.

Covered Employment
Employment for an Employer who is signatory to the Collective Bargaining Agreement or a Participation Agreement.

Enrolling in the Plan

Participation in the 401(k) Plan is voluntary. Once you are eligible, you need to enroll in the Plan if you choose to participate.

Initial Enrollment

There are two enrollment dates for the 401(k) Plan: January 1 and July 1. You need to enroll at least ten days before the payroll week that includes January 1 or July 1 for your election to become effective on that enrollment date.

Initial Enrollment Examples

Adrian enrolls on December 15. Adrian's election becomes effective and contributions will begin during the payroll week that includes January 1.

Dale enrolls on December 30. Dales' election becomes effective and contributions will begin during the payroll week that includes July 1.

The following steps guide you through the initial enrollment process:

Step 1: Complete a Tax Deferred Savings Contributions Authorization form.

- You can obtain a Tax Deferred Savings Contributions Authorization form from your Employer or from the Benefits Office.
- Indicate the amount of Tax Deferred Savings Contributions you wish to contribute (see page 9 for more information on how much you may contribute).
- Allocate how you want your account invested.

Step 2: Return your completed Tax Deferred Savings Contributions Authorization form to your Employer at least ten days before the payroll week that includes January 1 or July 1 when you want your election to into effect and contributions to begin.

Your 401(k) Tax Deferred Savings Contributions will begin with the first paycheck that includes January 1 or July 1.

Subsequent Enrollments

If you do not elect to enroll when you are first eligible, you may subsequently enroll in the Plan as of any January 1 or July 1. You need to enroll at least ten days before the payroll week that includes January 1 or July 1 for your election to become effective on that enrollment date.

Once you are a Participant in the Plan, if you change Employers, you may enter or reenter the Plan on the date you begin work for your new Employer. You need to give your new Employer a Tax Deferred Savings Contributions Authorization form immediately after you change Employers.

Naming A Beneficiary

When you enroll in the Plan and your participation begins, you need to complete and submit a Beneficiary Designation form. Your beneficiary (beneficiaries) will receive your 401(k) Plan benefit in the event of your death.

> To change or update your beneficiary information, you will need to fill out and submit a new Beneficiary Designation form. If you need a copy of this form, contact the Benefit Office.

You may name anyone you want as your beneficiary, including a trust. However, any trust you designated as a beneficiary must be a valid trust under applicable state law and must be approved in accordance with rules determined by the Trustees. In addition, if you are married and wish to designate a person other than your spouse as your beneficiary, your spouse must consent to the designation in writing in the presence of a notary public or designated 401(k) Plan representative.

If you do not have a designated beneficiary (beneficiaries) at the time of your death, benefits will be paid to your:

- Surviving spouse; or if none,
- Surviving children in equal shares; or if none,
- Surviving parents in equal shares; or if none,
- Surviving siblings in equal shares; or if none,
- Estate.

> If you are married and wish to designate a person other than your spouse as your beneficiary, your spouse must consent to the designation in writing in the presence of a notary public or designated 401(k) Plan representative.

YOUR 401(K) PLAN ACCOUNT

Vesting

You are at all times 100% vested in, or entitled to, the money in your 401(k) account. See **Payment of Benefits** on page 15 for information about when you become eligible to access the money in your account.

Tax Deferred Savings Contributions

You can contribute up to $9.00 (in increments of $0.50) per hour of service in Covered Employment. If you are at least age 50 by the end of any calendar year, you can contribute up to $ 12.00(in increments of $0.50) per hour of service in Covered Employment. Your hourly wage will be reduced through payroll deductions before taxes are determined. In no event will you be permitted to make Tax Deferred Savings Contributions under this Plan, or any other similar plan maintained by your Employer, that exceed the contribution limits established by the IRS for the calendar year.

You can elect to contribute the following amounts per hour of service in Covered Employment:

- $0.50;
- $1.00;
- $1.50;
- $2.50;
- $3.00;
- $3.50;
- $4.00.
- $4.50;
- $5.00;
- $5.50;
- $6.00;
- $6.50;
- $7.00;
- $7.50;
- $8.00.
- $8.50
- $9.00

If you are age 50 or over, you may make up to an additional $2.00 per hour contribution, in $0.50 cent increments, up to the maximum of $12.00 per hour of service.

Changing the Amount of Your Tax Deferred Savings Contributions

You may change the amount of your Tax Deferred Savings Contributions as of any January 1 or July 1. You need to file a new Tax Deferred Savings Contributions Authorization form with your Employer at least ten days before the payroll week that includes January 1 or July 1 for your election to become effective on that date. You may also change the amount of your Tax Deferred Savings Contributions when you change Employers. In that case, the change will become effective immediately upon enrolling.

Discontinuing Your Tax Deferred Savings Contributions

You may stop contributing to the Plan at any time. You need to notify your Employer at least ten days before the end of the payroll period in which you want to stop contributions. Once you discontinue your Tax Deferred Savings Contributions, you cannot start contributing again until the beginning of any payroll week after a subsequent January 1 or July 1.

Contribution Limits

The Internal Revenue Code limits how much you can contribute to the 401(k) Plan each calendar year. The deferral limit for 2019 is $19,000. The catch-up contribution limit for 2019 for participants age 50 and older is $6,000. From time to time, the IRS will increase these limits. If you want to know the current 401(k) limits, please contact the Benefits Office. In the event that you reach your limit under the Plan, the Benefits Office will notify you and your Employer, and no further Tax Deferred Savings Contributions will be accepted from you until the next calendar year.

Another way your Tax Deferred Savings Contributions might be limited is if you are what the IRS calls a "highly compensated employee." The IRS rules used to decide which Employees are highly compensated employees are complex.

Generally, you are considered a highly compensated employee if you are:

- paid $120,000 or more in 2018, or $125,000 or more in 2019 (The IRS may adjust this amount from time to time. For this purpose, pay includes your Form W-2 earnings plus contributions you make to a 401(k) plan, 403(b) plan, Section 125 cafeteria plan and/or Section 132(f) plan); or
- considered a 5% or more owner of your employer (under IRS rules).

After the end of each Plan year, calculations will be made to determine whether the IRS limitation that applies to highly compensated employees has been exceeded. If it has, then some highly compensated employees will receive a refund of the excess amounts. These refunds will usually be made by March 15th of the year following the year in which the contributions were made and will be taxable in the year contributions were made.

If you are, or think you may be, a highly compensated employee, you may want to wait to file your income tax return until after you know whether you will receive a refund, which should be shortly after March 15th. If you do not wait, and you receive a refund, you will need to file an amended income tax return.

Investment Elections

You choose how your 401(k) Plan account is invested among the 401(k) Plan's investment options. To elect or change how your individual. account is invested, you need complete an Enrollment Information form. If you need a copy of this form, contact the Benefits Office.

You determine the "investment mix" of your 401(k) account. When you enroll, you need to choose how you want your Account Balance invested among the several investment funds available to you through the 401(k) Plan.

If you do not designate how you want your all or a portion of your account invested, the non-designated Account Balance will be invested by the Board of Trustees in accordance with the investment alternative established under the Plan. The default investment will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Board of Trustees, and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investment. The Plan Administrator has or will provide you with a separate notice which details the default investment and your right to switch out of the default investment if you so desire.

Your Investment Options

The Plan offers investment fund options. For specific information about the investment funds offered through the 401(k) Plan, contact the Benefits Office. It is a good idea to study your investment options and consider your personal situation before deciding how to invest the money in your individual 401(k) Plan account.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments.

To elect or change your investment options, you need to complete an Enrollment Information form or you can access your account on the Internet at www.principal.com or call 1-800-547-7754. You may change your investment option elections daily, if you wish. Investment option elections become effective as soon as administratively possible. Even though you may change your investment mix daily, keep in mind that it is usually not a good idea to try to time the market. In addition, when making changes to your investment mix, you will want to consider your long-term investment strategy.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, the Board of Trustees, and the Plan Administrator, will be relieved of legal liability for any losses that result from the investment directions that you give.

You may change how your 401(k) Account Balance is invested daily, if you wish.

The Trustees have the right to change the investment funds offered by the 401(k) Plan at any time.

Your 401(k) Account Value

The value of your 401(k) account is updated as of each Valuation Date (generally the end of the last business day of each month or as often as each business day). The value of your 401(k) account includes your Tax Deferred Savings Contributions, investment earnings and/or losses, distributions/withdrawals, investment expenses and Plan administrative expenses. Investment expenses are deducted daily, as applicable. Administrative expenses are distributed proportionately across all Participants' accounts and are deducted quarterly.

The value of your Account under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. Your Employer, the Administrator or the Board of Trustees will not provide investment advice or guarantee the performance of any investment you choose.

You will receive a statement at least once a quarter that shows the value of your 401(k) account, including any:

- Earnings and/or losses;
- Distributions and/or withdrawals; and
- Investment and Plan administrative expenses.

It is your responsibility to notify the Benefits Office of any errors you see on your statement within 30 days after the statement is provided or made available to you. It is a good idea to file these statements in a safe place for future reference.

You may log onto the Principal website at any time to see the balance of your account. Principal will notify you when your statement is available on the website if you provide your e-mail address when you set up your account with Principal at Principal.com

Military Service

If you enter military service while working in Covered Employment, you will not be able to make contributions to your account. When you make yourself available for work in Covered Employment within the time required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), generally within 90 days after completion of your military service, you may resume contributions to your account.

You may also at that time elect to make additional contributions to your account for the time you spent in military service. Any additional contributions you choose to make for your time in military service may be made over the lesser of:

- Three times the period of your military service; or
- Five years.

Military Service Examples

Steve serves on year in the military. Upon his return to work in Covered Employment, he may make additional contributions for up to three years.

Leslie serves two years in the military. Upon her return to work in Covered Employment, she may make additional contributions for up to five years.

You are only eligible to make these contributions if your leave was properly granted and you return to Covered Employment under the conditions specified by USERRA. Contact the Benefits Office for more information.

HARDSHIP WITHDRAWALS

Under certain conditions, you may be eligible to withdraw some of the money in your account due to a financial hardship. Only your Tax Deferred Savings Contributions may be withdrawn; income earned on those contributions is not included in hardship withdrawal amounts.

Eligibility

Once you have been a Plan Participant for at least five years, you may withdraw part of your account to satisfy an immediate and heavy financial need. Thereafter, you may take a hardship withdrawal once every twelve (12) months.

Immediate and Heavy Financial Need

- Costs directly related to the purchase (excluding mortgage payments) of your principal residence;
- Medical expenses (as described in Section 213(d) of the Internal Revenue Code) incurred by you or your spouse, dependents, or beneficiaries;
- Tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, children, dependents, or beneficiary;
- Payments necessary to prevent eviction from or foreclosure on your principal residence;
- Funeral expenses for you or your spouse, children, dependents, or beneficiaries; or
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code, without regard to whether your residence is located in a Federally Declared Disaster Area.

A hardship withdrawal will be treated as necessary to satisfy an immediate and heavy financial need only if the distribution is limited to the amount needed to cover the immediate and heavy financial need and you can certify that the immediate and heavy financial need cannot be met through any of the following:

- Reimbursement or compensation by insurance;
- Your or your dependents' assets, if liquidation of such assets would not in itself cause an immediate and heavy financial need;
- Distributions or non-taxable loans from other retirement plans that you participate in;
- Loans or by borrowing from commercial sources on reasonable terms; or
- The increased compensation that would result if you discontinued your Tax Deferred Savings Contributions to the 401(k) Plan.

Payment of Hardship Withdrawal

If you are eligible to receive a financial hardship withdrawal from the Plan, the amount of the distribution will be paid as a lump sum as soon as possible after the Plan Administrator determines that you are eligible for such distribution.

Generally, hardship withdrawals are considered taxable income and are subject to income tax for the year in which you receive the (see Concerning Taxes on page 19).

In addition, if you are married, your spouse must consent to the hardship withdrawal in writing in the presence of a notary public or designated 401(k) Plan representative.

SECURE Act Withdrawal

If you, or your Dependent, recently had or adopted a baby then you will be allowed to withdraw up to $5,000. A withdrawal under this section may come from your 401(k) Plan, your Annuity Plan, or both but in no event can the withdrawal dollar amount exceed the $5,000.00 maximum.

PAYMENT OF BENEFITS

Eligibility for Payment

> You are eligible to receive your 401(k) Plan benefit when you:
>
> - Retire at age 55 or older; or
> - Leave Covered Employment.
>
> In addition, your designated beneficiary is eligible to receive your 401(k) Plan benefit in the event of your death.

Because the 401(k) Plan is designed to provide retirement income, certain rules apply as to when you become eligible to receive the money in your account. This section explains when you become eligible to receive benefits from the 401(k) Plan.

You may elect to have your 401(k)-account paid to you when you:

- Retire at or after age 55; or
- Leave Covered Employment for any reason.

In the event of your death, your designated beneficiary may elect to have your 401(k) Plan account paid to him or her (see page 17). In addition, under certain circumstances, you may be eligible to make a hardship withdrawal, see page 13.

Retirement

> Covered Employment means with respect to a:
>
> - Bargaining Unit Employee Employment in the electrical industry in the area covered by the Collective Bargaining Agreement; and
>
> - Nonbargaining Unit Employee, employment for an Employer.

When you Retire at age 55 or older, you are eligible to receive a benefit from the 401(k) Plan as of the date on which your employment with an Employer ends.

Bargaining Unit Employees
Retirement means you are not employed, or self-employed, as an electrical worker within the jurisdiction of the Collective Bargaining Agreement.

Nonbargaining Unit Employees
Retirement means you are not employed by any Employer who is signatory to the Collective Bargaining Agreement with the Union or a Participation Agreement with the 401(k) Plan.

Leave Covered Employment

When you leave Covered Employment before age 55, you are eligible for distribution of your 401(k) account as of the first day following the date you "leave Covered Employment."

Bargaining Unit Employees
If you are a Bargaining Unit Employee, "leave Covered Employment" means you have not worked in Covered Employment for at least 90 days. However, if you remain with an employer and work in another jurisdiction, you will not be eligible for payment.

Nonbargaining Unit Employees
If you are a Nonbargaining Unit Employee, "leave Covered Employment" means you have not worked in Covered Employment for at least 90 days.

If you are employed in the electrical industry in the area covered by the Collective Bargaining Agreement, you will be considered as working in Covered Employment as a Bargaining Unit Employee.

When Payment Must Begin

If you want to delay distribution of your 401(k) Plan benefit, you can do so. However, benefits must begin by no later than 60 days after April 1st following the end of the calendar year in which you reach age 70 ½ -- your Required Beginning Date – even if you are still in Covered Employment. Generally, installment distributions commencing on your Required Beginning Date may not extend beyond your life expectancy or the joint life expectancy of you and your designated beneficiary. You should contact the Benefits Office if you think you may be affected by this rule.

Amount of Benefit

When you become eligible for and elect distribution of your 401(k) account, the amount of your benefit will be based on the balance of your 401(k) account as of the first Valuation Date following your Retirement or separation from Covered Employment. This amount will include any subsequent Tax Deferred Savings Contributions.

Forms of Payment

When you become eligible for payment and elect payment of your 401(k) Plan benefit, you need to decide how you want to have your benefit paid. You may elect one of the following forms of payment:

- Lump Sum Payment; or
- Installment Payments.

Lump Sum Payment

You may elect to receive your benefit as a Lump Sum Payment (see Concerning Taxes on page 19).

Installment Payments

You may elect to receive your benefit as a fixed monthly amount in installment payments. The installment payments may be paid over a period of 36, 60, or 120 months.

Small Account Cashout

If the value of your vested account balance does not exceed $1,000, then a lump sum distribution will be made to you regardless whether you or your spouse consent to receive it. You may choose to receive this benefit in cash, roll it over to another employer's eligible 401(k) retirement plan, or roll it over to an IRA. You must make this choice within 30 days of the date you are notified that your benefit will be cashed out. If you do not make an election, your benefit will be distributed to you in a single sum payment, less the 20% mandatory federal income tax withholding.

IN THE EVENT OF DEATH

If You Die Before Benefit Payments Begin

If you die before distribution of your 401(k) account begins, your Account Balance will be paid to your beneficiary in one of the following forms:

- Lump Sum Payment; or
- Installment Payments.

These forms of payment are described on page 16.

Your beneficiary may elect to make a direct rollover to an inherited IRA under the rules described in the "Rollovers" section below.

Disclaimer

A beneficiary may disclaim a death benefit by completing a disclaimer form approved by the Board of Trustees and submitting the completed disclaimer form to the Benefits Office not later than twelve (12) months after the participant's death. A beneficiary that makes a bona fide disclaimer of his or her death benefit is treated as having predeceased the participant.

Payment of Benefits

Your designated beneficiary needs to apply for benefits. Payment of benefits will begin within a reasonable time after the Benefits Office receives your designated beneficiary's application for benefits. If your spouse is your designated beneficiary and elects to delay distribution of your Account Balance, distribution will begin no later than the date on which you would have attained age 70½. If the benefits are being paid to a designated beneficiary other than your spouse, payments will begin within one year after your death.

If You Die After Benefit Payments Begin

If you elected to receive the value of your 401(k) account in monthly installment payments and you die after payments have begun but before receiving 36, 60 or 120 monthly installment payments (depending on your election), the balance of your monthly payments will be made to your designated beneficiary. If you received your benefit as a Lump Sum Payment, no further benefits are payable from the Plan.

Naming A Successor Beneficiary

If you die, your spouse or designated beneficiary (beneficiaries) may name a beneficiary (beneficiaries) to receive any portion of your 401(k) benefit remaining after his or her death. Your spouse or designated beneficiary may designate a beneficiary only after receiving his or her first monthly Installment Payment. If the first designated beneficiary dies before receiving any payments, then the participant's second designated beneficiary will receive the distribution.

APPLYING FOR BENEFITS

When you Retire or leave Covered Employment, you should request an application from the Benefits Office. Except for payments made due to your Required Beginning Date, payment cannot be made to you until an application is received at the Benefits Office and approved by the Trustees. The Benefits Office will rely on any information you provide when reviewing your application.

Generally, the Benefits Office will provide you with an explanation of the forms of payment and amount of those payments available to you within 90 days of receipt of your application. Under special circumstances, this 90-day period may be extended up to 180 days. You will be notified of such an extension, why the extension is necessary, and when you can expect a decision on your application. To protect your rights, you should contact the Benefits Office if you have not received a response within 90 days after filing your application.

Generally, once your application has been approved, benefits are payable as of any Valuation Date that occurs after you Retire or leave Covered Employment. If your application is denied you have the right to request a review.

In the event that a minor or other legally incompetent person becomes entitled to benefits, payment to be used for that individual will be made:

- Directly to the minor or other legally incompetent person;
- To the legal representative of such minor or other legally incompetent person; or
- To some near relative or person having the actual custody of such minor or other legally incompetent person.

If Your Application Is Denied

If your application for benefits is denied, wholly or in part, the Benefits Office will provide you with a written notice that will include:

- The specific reason(s) for the denial;
- Specific references to the Plan provisions on which the denial is based;
- A description of any additional information necessary as well as an explanation of why such information is necessary;
- A description of the steps you will need to take if you wish to appeal; and
- A statement of your rights, under ERISA, to bring a civil action.

> Requirement to Exhaust Administrative Remedies:
>
> Before you or your beneficiary can file suit in a civil court to review a denial, you first must exhaust your administrative remedies by filing an appeal with the Benefits Office.

Appeal Procedures

You or your authorized representative may file a written appeal with the Benefits Office no later than 90 days after you receive notice that your application for benefits has been denied. You also have a right to review pertinent documents and to submit comments in writing.

You may:

- Submit additional materials, including comments, statements or documents; and
- Request to review all relevant information (free of charge).

Appeal Decisions

The Board of Trustees will complete a new, full and fair review of your application based on all information available, including any additional information you provide. The Board of Trustees will make a decision regarding the appeal at the next regularly scheduled quarterly meeting. However, if the Benefits Office receives your request for review less than 30 days before the meeting, the decision may be made at the second meeting following receipt of your request for review. If special circumstances require an extension, the decision may be made at the third meeting following receipt of your request and you will be given written notice of the extension before the date of the review.

Within five days after the determination on your appeal is made, you will be sent written notice of the decision. The decision will include the specific basis for the decision and specific references to Plan provisions on which the decision was based. In addition, you will receive a statement notifying you:

- That you have the right to request a free copy of all documents, records and relevant information;
- That you may bring a civil action suit under ERISA; and
- Of any additional voluntary appeal procedures offered by the Plan.

The decision of the Board of Trustees is final and binding. The Trustees' decision will be given judicial deference in any later court action. You (or any person acting on your behalf) cannot bring a lawsuit against the Plan to recover on an application for benefits from the Plan if you do not request a review from the Plan in accordance with the Plan's procedures.

CONCERNING TAXES

How your benefit is taxed depends on how and when you receive your distribution from the 401(k) Plan. Before the Plan makes a taxable payment to you or your beneficiary, the Plan will provide you with a tax notice. This notice explains the tax rules that apply to distributions from the Plan. It also informs you that you have the right to have your lump sum taxable payment:

> Because of how frequently tax laws change and the complexity of the tax laws applicable to 401(k) Plan Distributions, it is always a good idea to consult a qualified tax advisor before receiving a distribution from the 401(k) Plan.

- Paid directly to you;
- Paid as a "direct rollover" to an eligible retirement plan; or
- Split between payment to you and payment as a direct rollover.

To determine what may be the best way for you to receive payment of your account and the tax consequences of the benefits you receive, it is a good idea to consult a qualified tax advisor.

Direct Payment

Whenever a taxable distribution is paid directly to you or your beneficiary, 20% of the distribution will automatically be withheld to pay income taxes. The entire distribution is considered taxable income in the year it is received.

To defer payment of the 20% withholding tax, you may "rollover" your distribution to an eligible retirement plan within 60 days of receipt of your distribution. However, this 60-day period may be extended in cases of casualty, disaster, or other events beyond your reasonable control.

> Also, you may want to consult IRS Publication 575, Pension and Annuity Income or IRS Publication 590, Individual Retirement Arrangements. These publications are available from your local IRS office, on the IRS website at www.irs.gov, or by calling 800-Tax-Forms.

In addition to withholding 20% for income taxes, you may be responsible for an additional 10% tax if payment is received before age 59½; this is in addition to your regular income taxes (and any applicable state income taxes). Under certain circumstances the additional 10% tax may not apply (including for distributions made to surviving spouses). You will receive more detailed information when you apply for distribution of your account.

Rollovers

If you become eligible for a distribution (*see Eligibility for Payment pg. 15*) from the 401(k) Plan, you may defer payment of the 20% withholding tax (and additional 10% tax, if applicable) by rolling over the taxable portion of your distribution to an eligible retirement plan (if that plan accepts rollovers).

> Hardship withdrawal distributions are not eligible for rollover.

To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- An individual retirement account under Section 408(a) of the Internal Revenue Code;
- An individual retirement annuity under Section 408(b) of the Internal Revenue Code;
- An annuity plan under Section 403(a) of the Internal Revenue Code;
- A qualified trust under Section 401(a) of the Internal Revenue Code;
- An annuity contract under Section 403(b) of the Internal Revenue Code; or
- An eligible plan under Section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state or any agency of a state or political subdivision that agrees to a separate accounting for amounts rolled over into such plan.

The above also applies to surviving spouses and alternate payees under a Qualified Domestic Relations Order (QDRO).

You cannot rollover a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- Your lifetime (or your life expectancy);
- Your lifetime and your beneficiary's lifetime (or life expectancies); or
- A period of ten or more years.

In addition, you cannot rollover:

- Any distribution that is a required minimum distribution under Section 401(a)(9) of the Internal Revenue Code;
- Any portion of a distribution that is not included in your gross income; or
- Any hardship distribution.

Beginning in the year you reach age 70½ (whether you are still working or not), a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you.

ADMINISTRATIVE FACTS

Plan Name

Local Union No. 124 I.B.E.W.-N.E.C.A. 401(k) Trust Fund

Plan Board of Trustees' Employer Identification Number

43-1269910

Plan Number

005

Plan Year

January 1 - December 31

Trust Fund Name

Local Union No. 124 I.B.E.W.-N.E.C.A. 40l(k) Trust Fund

Type of Plan

The Local Union No. 124 I.B.E.W.-N.E.C.A. 401(k) Plan is an individual account plan also known as a 401(k) profit sharing plan. Your coverage by this Plan does not constitute a guarantee of your continued employment.

Plan Sponsor and Plan Administrator

Board of Trustees
Local Union No. 124 I.B.E.W.-N.E.C.A. 401(k) Plan
305 East 103rd Terrace
Kansas City, Missouri 64114
Telephone: (816) 943-0277

The Trustees of this Plan are:

Union Trustees
Mr. John Fenessy (Secretary)
I.B.E.W. Local Union No. 124
301 E. 103rd Terrace
Kansas City, MO 64114

Employer Trustees
Mr. Kenneth C. Borden (Chairman)
Chapter Manager
Kansas City Chapter,
N.E.C.A. 4016 Washington
Kansas City, Missouri 64111

Mr. Ryan Lee
19501 Diamond Lane
Smithville, MO 64089

Mr. Todd Howerton
10835 Holmes Rd.
Smithville, MO 64089

Mr. Donald G. Laffoon
Electrical Corporation of America, Inc.
7230 Arlington Ave.
Raytown, MO 64133

Mr. Michael Quarles
200 E. 15th Ave.
North Kansas City, Missouri 64116

Type of Administration

The Board of Trustees is the Plan Administrator of the 401(k) Plan. They are assisted by an administrative staff at the Benefits Office at 305 East 103rd Terrace, Kansas City, Missouri 64114.

Agent for Service of Legal Process

Simone J. Hollins is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Ms. Hollins at Arnold, Newbold, Sollars & Hollins, P.C. 1100 Main Street, Suite 2001, Kansas City, Missouri 64105, or any member of the Board of Trustees.

Collective Bargaining Agreement

This Plan is maintained pursuant to Collective Bargaining Agreements between Local Union No. 124 I.B.E.W. and Employers in the National Electrical Contractors Association (N.E.C.A.). The Administrative Manager will provide you, upon written request, information as to whether a particular Employer is contributing to the Plan on behalf of Employees working under the Collective Bargaining Agreement or in a participation agreement.

Source of Contributions

Benefits described in this booklet are provided through individual employee 401(k) contributions. The amount of the 401 (k) contributions is determined by Tax Deferred Savings Contributions Authorization form elections.

Insured Benefits

Benefits of the Plan are not insured under Title IV of ERISA, *i.e.*, Plan benefits are not insured by the Pension Benefit Guaranty Corporation.

Contributing Employers

A complete list of Employers and Unions that cover Employees participating in the 401(k) Plan may be obtained upon written request to the Plan Administrator. Upon written request, the Plan Administrator will advise Participants or beneficiaries as to whether or not a particular Employer is a party to a Collective Bargaining Agreement pursuant to which the 401(k) Plan is maintained.

Sole Determination by Trustees

Only the Board of Trustees has the discretion and authority to determine eligibility for benefits and the right to participate in the 401(k) Plan and to exercise all the other powers specified in the Plan document. No officer, agent or employee of the Union or Employer or any other person, is authorized to speak for, or on behalf of, or to commit the Board of Trustees on any matter relating to the 401(k) Plan.

Plan Documents

This booklet is the edition of your Summary Plan Description (SPD) effective as of January 1, 2020. This edition of your SPD replaces any prior SPD and other summaries of the provisions of the Plan.

The Trustees are required to write this SPD in clear, understandable, and informal language. However, if you have any questions about this booklet, you should call the Benefits Office for information about how the Plan works.

Other important documents are the Plan Document, Agreement and Declaration of Trust and Collective Bargaining Agreement. If there is any conflict between this SPD and the language of the Plan Document, the terms of the Plan document will govern. If you wish to receive a copy of the legal Plan Document, please contact the Benefits Office.

Right to Change or Terminate the Plan

The Board of Trustees has the right to amend or terminate this Plan when required by law or when deemed appropriate. If the Plan is amended or terminated, you will be notified in writing.

The Plan may be amended at any time if the Trustees agree to do so in writing, as long as the amendment does not affect the ability of the Plan to provide benefits.

If the Plan is terminated, Participants will remain 100% vested in their Account Balances. After payment of investment and Plan expenses and previously approved distributions/withdrawals, any remaining Plan assets will be distributed among the Participants. Each Participant will receive a part of the assets determined to be in the same ratio that his or her Account Balance bears to the total 401(k) accounts of all Participants.

Once the Plan is terminated and all assets have been distributed, the Board of Trustees will be discharged from all liability under the Plan and Participants and beneficiaries will have no further rights or claims.

Plan Termination

In the event of a termination of the Plan, you have the non-forfeitable right to your vested Account Balance. No assets will be returned to any Employer or operate to the benefit of any Employer or the Union.

Upon termination of the Plan, you or your designated beneficiary will receive the amount credited to your account after payment of all investment and Plan administrative expenses and proportional adjustment of accounts to reflect such expenses, including the Fund's income, gains or losses, and allocation of any previously unallocated funds to the date of termination.

However, please note that lump sum distributions from the 401(k) Plan cannot be made earlier than one of the following:

- The termination of the Plan without establishing or maintaining another defined contribution plan (other than an ESOP, SEP or Simple IRA plan);

- The sale or disposition by a corporation to an unrelated corporation of substantially all of the assets used in a trade or business, but only with respect to employees who continue employment with the new corporation and the acquiring corporation does not maintain the plan after the disposition; or

- The sale or other disposition by a corporation of its interest in a subsidiary to an unrelated entity but only with respect to employees who continue employment with the subsidiary and the acquiring entity does not maintain the plan after the disposition.

Plan Interpretation

Only the Board of Trustees has the full discretion and authority to administer and interpret the provisions of the Plan and construe any ambiguity in a manner the Board deems appropriate. The interpretation or construction placed upon any term or provision of the Plan by the Board of Trustees shall be final and conclusive. However, the Administrative Staff at the Benefits Office is responsible for answering all day-to-day questions concerning eligibility, benefits, application and appeal procedures. The Benefits Office can be reached at:

Local Union No. 124 I.B.E.W. - N.E.C.A. 401(k) Trust Fund
305 East 103rd Terrace,
Kansas City, Missouri 64114
(816) 943-0277

Non-Assignment of Benefits

The benefits under the 401(k) Plan are your own. This means that you cannot assign or transfer them to someone else, except as otherwise provided under federal law, and they are exempt from execution, attachment, garnishment, pledge or bankruptcy. However, the Board of Trustees will honor a Qualified Domestic Relations Order (QDRO).

Qualified Domestic Relations Order (QDRO)

Under the terms of a Qualified Domestic Relations Order (QDRO), certain payments could be made from your account to pay alimony, child support or marital property rights. If the Board of Trustees receives a QDRO, you will be notified. A QDRO may affect the amount of benefits you will receive or are receiving. If you have questions about QDROs or would like to receive a free copy of the Plan's QDRO procedures, please contact the Benefits Office. The Plan may charge a fee, payable directly from your account, for processing the QDRO. The Plan Administrator will inform you if a fee will be charged. Effective March 1, 2016, payment of any fees or costs in connection with the separation of the Participant's Account pursuant to a QDRO will be assessed at the time the Participant's Account is separated and will be assessed 50% to each party's share of the Account unless a QDRO specifically requires otherwise.

Top-Heavy Provisions

Federal law requires that if the 401(k) Plan becomes a "top-heavy" plan as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that this 401(k) Plan becomes top-heavy, you will be notified accordingly.

Maximum Contributions

The Internal Revenue Service requires the 401(k) Plan to place limitations on the maximum contributions made. These limitations are necessary in order for the 401(k) Plan to qualify for favorable tax treatment. The Internal Revenue Code imposes maximum limitations on contributions (employee and employer) permitted under all qualified plans combined. These limits are liberal and would not normally prevent you from receiving full benefits. For example, the total of all contributions made to the Annuity Plan and 401(k) Plan in 2019 may not exceed the lesser of 100% of your annual wages or $56,000 ($62,000 if age 50 or older by year end.) This limit may increase each year for cost-of-living adjustments. In the unlikely event that your contributions are limited, the Benefits Office will contact you with more information.

Right of Recovery Due to Error

If the Plan makes any inadvertent, mistaken, or excessive payments of benefits, the Trustees or their representatives shall have the right to recover such payments.

Duty to Keep Plan Administrator Informed

You or your designated beneficiary (if you die) must notify the Benefits Office if you (or your designated beneficiary) move or change mailing addresses.

YOUR ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA);

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, Collective Bargaining Agreements and copies of the latest annual report (Form 5500) and updated Summary Plan Description (the Plan Administrator may make a reasonable charge for the copies);

- Receive a summary of the Plan's annual financial report, which the Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report; and

- Obtain a statement telling you whether you have a right to receive a benefit at Retirement and if so, what your benefits would be at Retirement if you stop working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $147 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 an application for benefits that is denied or ignored, in whole or in part, you may file suit. 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. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. Any suit you bring in connection with this Plan must be brought in the United States District Court for the Western District of Missouri.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. 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, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

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

- Publications Hotline: (866) 444-3272;
- Electronic inquires: https://www.askebsa.dol.gov/WebIntake/Home.aspx;

GLOSSARY

Account Balance

The value of a Participant's account as of the immediately preceding Valuation Date, plus any contributions made by an Employer on behalf of the Participant since that Valuation Date.

Agreement and Declaration of Trust

The instrument (including any amendments and modifications) establishing the Local Union No. 124 I.B.E.W.-N.E.C.A. 401(k) Trust Fund.

Alumni Participation Agreement

An Alumni Participation Agreement is a written agreement requiring contributions to the 401(k) Plan for certain Non-bargaining Unit Employees and approved by the Board of Trustees, and executed by an Employer required to make contributions to the 401(k) Plan on behalf of its Bargaining Unit Employees pursuant to a Collective Bargaining Agreement.

Anniversary Date

January 1

Association

The Kansas City Chapter of the National Electrical Contractors Association.

Bargaining Unit Employee

An Employee who is a member of a unit of employees covered under the Collective Bargaining Agreement.

Collective Bargaining Agreement

A Collective Bargaining Agreement or a memorandum of understanding between the Union and the Association and under the provisions of which contributions may be paid to this Plan. It includes any renewal(s), amendment(s), or modification(s) of those agreements. It also includes any other Collective Bargaining Agreement or memorandum of understanding between a Union and Employer(s) under the provisions of which contributions may be paid to this Plan if:

- The Trustees, in their discretion, agree to permit contributions to the Plan pursuant to that Collective Bargaining Agreement or memorandum of understanding; and

- The Union and the Employers sign a Participation Agreement under the provisions of which contributions may be paid to this Plan.

Agreement under the provisions of which contributions may be paid to this Plan after December 31, 1995, only Nonbargaining Unit Employees who are employed by the Union, the Fund Administrator, or a related Fund are permitted to make Tax Deferred Savings Contributions to the Plan.

Covered Employment

Covered Employment means:

- With respect to a Bargaining Unit Employee, employment in the electrical industry in the area covered by the Collective Bargaining Agreement; and
- With respect to a Nonbargaining Unit Employee, employment for an Employer.

Employee

An Employee of an Employer on whose behalf contributions to this Plan are permitted by the Collective Bargaining Agreement or a Participation Agreement. However, Employee does not include:

- A sole proprietor who is an Employer;
- A partner in an Employer, regardless of the size of the partnership interest; or
- Anyone else whose ownership interest would, in the opinion of the Trustees, jeopardize the tax-exempt status of the Fund or violate the provisions of ERISA or other applicable law.

Employer

An employer who is a signatory to the Collective Bargaining Agreement or a Participation Agreement, including an Alumni Participation Agreement.

For the purpose of determining whether an Employee has Retired under the Plan and determining whether an Employee has incurred a Separation Date under the Plan, Employer also includes any corporation, trade, or business that is a member of a controlled group with an Employer under Code Sections 414(b) and (c).

Fund

The trust estate created by and as defined in the Agreement and Declaration of Trust to hold assets attributable to this Plan.

Nonbargaining Unit Employee

An Employee who is not a Bargaining Unit Employee. After December 31, 1995, only Nonbargaining Unit Employees who are employed by the Union, the Fund Administrator, or a related Fund are permitted to make Tax Deferred Savings Contributions to the Plan

Participant

An Employee or former Employee who has become a Participant in the Plan and whose account has not been canceled, segregated, or fully distributed.

Participation Agreement

An agreement between the Trustees and an Employer under the provisions of which contributions may be paid to this Plan on behalf of Nonbargaining Unit Employees, including an Alumni Participation Agreement.

Retire, Retired and Retirement

With respect to a:

- Bargaining Unit Employee, the complete withdrawal from any employment, or self-employment, as an electrical worker within the jurisdiction of the Collective Bargaining Agreement; or

- Nonbargaining Unit Employee, the termination of employment with respect to all Employers.

Separation Date

With respect to a:

- Participant whose employment with an Employer terminates due to death, or Retirement on or after attaining age 55, the date on which the Participant's employment with an Employer terminates;

- Bargaining Unit Employee whose employment with an Employer terminates for any other reason, the day immediately following the date on which the Participant has not been in Covered Employment for 90 days; or

- Nonbargaining Unit Employee whose employment with an Employer terminates for any other reason, the day immediately following the date on which the Participant has not been in Covered Employment for 90 days.

Tax Deferred Savings Contributions

Employee contributions that are made to this Plan pursuant to a salary reduction agreement between an Employee and his Employer.

Union

Local Union No. 124 of the International Brotherhood of Electrical Workers, AFL-CIO.

Valuation Date

The date the investment administrator determines the value of an investment vehicle. Valuation Date will occur on dates determined by the investment administrator, but at least on the last business day of a calendar month. Valuation will occur at the end of each business day, according to the investment administrator's then current procedures.