

**ELECTRICAL WORKERS LOCAL NO. 294  
401(k) PLAN**

**SUMMARY PLAN DESCRIPTION**

**January 1, 2022**



# ELECTRICAL WORKERS LOCAL 294 401(k) PLAN

## SUMMARY PLAN DESCRIPTION

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## **ELECTRICAL WORKERS LOCAL 294 401(k) PLAN SUMMARY PLAN DESCRIPTION**

This is a Summary Plan Description, which is intended to give you a summary of the major features of the 401(k) Plan. This Summary Plan Description is not meant to interpret, extend, or change the provisions of the complete Plan document in any way. If there is any inconsistency between the contents of this summary and the Plan document, your rights will be determined by the Trustee from the Plan document and not from this summary.

The only people authorized to answer questions concerning the Plan are the Board of Trustees and staff at the Fund Office. If you have a question regarding enrolling or discontinuing enrollment in the Plan, or payment of benefits, you should contact:

Wilson-McShane Corporation  
2002 London Road, Room 300  
Duluth, Minnesota 55812  
(218) 724-8883 or (877) 908-3863  
[ibew242.294@wilson-mcshane.com](mailto:ibew242.294@wilson-mcshane.com)

If you have a question regarding your investment options, account balance, or transfers between investments, you should contact:

Milliman, Inc.  
Attn: Employee Benefits Department  
8550 Normandale Lake Boulevard, Suite 1850  
Minneapolis, MN 55437  
1-866-292-2806

You, your beneficiaries or legal representative may examine the Plan document and other Plan documents during regular business hours or by appointment at the Fund Office. Copies of the official Plan documents are available at the following location:

Wilson-McShane Corporation  
2002 London Road, Room 300  
Duluth, Minnesota 55812  
(218) 724-8883 or (877) 908-3863

*Participants and beneficiaries should not rely upon any oral description of the Plan because the written terms of the Plan will always govern.*



**ELECTRICAL WORKERS LOCAL 294 401(k) PLAN**  
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Electrical Workers Local 294 401(k) Plan  
2002 London Road, Room 300  
Duluth, Minnesota 55812  
(218) 724-8883 or (877) 908-3863



## **ELIGIBILITY AND PARTICIPATION IN THE PLAN**

### **ELIGIBILITY**

To be eligible for the 401(k) Plan, you must be employed by a corporation, partnership or sole proprietorship which is required to make contributions to the Plan on your behalf based on the collective bargaining agreement or another agreement with the Trustees. This is also called a Contributing Employer (see page 19 for its definition).

### **ENROLLING IN THE 401(K) PLAN**

To join the Plan, you will be required to complete a 401(k) salary deferral form. This form authorizes your employer to pay a certain dollar amount per hour of your wages to the 401(k) Plan. The Association and the Union through collective bargaining may place limits on the amount per hour you may pay to the 401(k) Plan. You may enroll in the Plan anytime you begin employment with a new signatory contractor or at monthly intervals, provided you give the Fund Office a 30-day notice through your completion of a salary deferral form.

### **PARTICIPATING IN THE PLAN**

You become a participant on the day your Employer first makes a contribution on your behalf to the 401 (k) Plan.

### **VESTING IN THE 401(K) PLAN**

"Vested" means that you have a right to receive the 401(k) benefits you have earned in the Plan. Once you become a Plan participant, all of your contributions are 100% vested - benefits in the Plan are yours and, generally, cannot be taken away from you.

## **YOUR 401(K) CONTRIBUTIONS**

### **AMOUNT OF CONTRIBUTIONS**

If you choose to participate in the Plan, you may contribute a certain dollar amount for every hour you work or fraction thereof. This amount may change as a result of the Trustee's annual Plan review or collective bargaining efforts.

### **PAYROLL DEDUCTION**

To make saving in the 401(k) Plan easier for you, your employer will deduct the amount you have selected from your wages and pay that amount on a monthly basis to the Trustees who will deposit that amount into your 401(k) trust.



## **CONTRIBUTIONS**

You may select whether you wish to make before tax (traditional), after tax (Roth) contributions to your account. Before tax contributions and their earnings and Roth contributions and their earnings are kept in separate accounts.

### **Before Tax or Traditional Contributions**

Your before tax contributions are deducted from your wages before state and federal income taxes are calculated. Before tax contributions are subject to Social Security and Medicare taxes, so contributing to your 401(k) account does not reduce your future Social Security benefits. Your before tax contributions plus investment earnings are generally included in your taxable income when you receive a distribution from the 401(k) Plan.

### **After Tax or Roth Contributions**

Your Roth contributions are deducted from your wages after income taxes, Social Security and Medicare taxes are withheld. Investment earnings on Roth contributions are tax deferred until you withdraw them from the 401(k) Plan and will not be subject to tax when distributed from the 401(k) Plan if the date you make your first Roth contribution is at least five years prior to when you receive a distribution and you are over age 59½ or disabled.

## **LIMITS ON CONTRIBUTIONS**

Annual contributions to your 401(k) Plan account are limited by federal law. However, this limit should not affect you if contributions do not exceed the maximum deferral amount of \$20,500 for calendar year 2022. You may also make an additional “catch up” contribution of up to \$6,500 if you are age 50 or older. You must turn 50 by the end of the calendar year in which you make the catch up contribution. These amounts are indexed for inflation. If you exceed these amounts, excess contributions will be returned to you. Please contact the Fund Office for further details on these limitations.

In addition, other limitations may be placed on highly compensated employees.

## **INVESTMENT OF YOUR ACCOUNT**

### **Individual Direction of Your Account**

This Plan provides for Participant direction of investments. This means that you will be able to invest your Individual Account and any future contributions in any or all of the investment options offered by the Plan. The process for selecting these investments is described below. You also will receive an investment information packet from the Plan. That packet contains a description of the investment process and the options available to you.



You must select the investment options that meet your needs because the Trustees cannot make this decision for you. If you do not make an election, your account will be invested in an allocation of investments of stocks, bonds, and short term investments. The investment allocation will be dependent upon your age. When you are younger the allocation will have more stocks and risk oriented assets. The investment allocation will automatically transition to more conservative oriented assets like bonds and short term cash investments as you get older. Even the more conservative investments are not guaranteed and are subject to market fluctuations.

### **Information about the Investment Process**

When you first become a Plan Participant, the Plan Office will send you the "Participant Direction Procedures" (the "Procedures") which explains the investment process. The Procedures also describes the various funds in which you may invest as a Plan Participant and includes prospectuses for those funds. The Fund also offers a number of pre-selected portfolios made up of different funds which seek maximum returns dependent upon varying levels of risk. Finally, the packet describes some of the issues you should consider when deciding how to invest your retirement dollars. The packet is considered a part of your Summary Plan Description (also referred to as the SPD or Plan Booklet). As such, you should carefully review the information packet and keep it with your Plan Booklet.

*You may choose a fund, or a combination of funds for a portfolio in which your account will be invested.* Whatever portion of your account you are directing will be known as the Participant's Directed Account. That election is to be made on the form that is included in the Procedures. If you do not make an election regarding the investment of your account, your account balance automatically will be placed in an investment allocation of stocks, bonds and short term instruments whose allocation depends on your age.

You will be allowed to change your selected investments as described in the Procedures. In order to make this change, you must complete the required forms or you can change your investments at [www.milliman.com](http://www.milliman.com). That form must be received by the Fund Office in order to be effective. Your changes are made without a direct cost to you as part of the regular administration of this Plan.

### **INVESTMENT OPTIONS**

There are a number of investment options available to you. There are no charges when you make an initial deposit (a front-end load) or when a withdrawal is made (a back-end load). The funds do, of course, have administrative and management fees which are described in the detailed description of each fund.

There are individual funds or pre-selected diversified portfolios that have greater opportunities for increasing their value, but also have greater risk that you may lose money. On the other hand, there are options with less risk which have low to moderate anticipated investment returns. You have to decide which type of investment (or combination of investments) is right for you. Each investment option is described in the initial enrollment information that you will receive.



In addition, periodically you will receive additional information from the Plan that discusses basic investment principles. You will continue to receive a quarterly statement that indicates the performance of the funds in which you have invested. Please note, however, that past performance does not predict future results and there is always the risk of losing a part or all of your investment.

## **TRUSTEES' RESPONSIBILITY**

The Trustees are responsible for making sure the Plan is administered according to the Internal Revenue Code and the Employee Retirement Income Security Act of 1974 (ERISA), as amended. You are responsible for making investment choices that are right for you.

The Plan is intended to be managed in accordance with Section 404(c) of ERISA. This means that the opportunity and responsibility to make investment elections has been given to you as a Plan Participant. Because of this, the Trustees and other fiduciaries of the Plan are not responsible for investment losses resulting from investment instructions that you provide.

Upon written request to the Plan office you may receive the following latest available information from the Plan:

- (1) A description of the annual operating expenses of each investment alternative available under the Plan;
- (2) Copies of any prospectuses, financial statements and reports, and any other materials relating to the investment options available under the Plan;
- (3) A list of the assets comprising the portfolio of each designated investment alternative. These constitute assets of the Plan, the value of such assets and, with respect to each asset that is a fixed rate investment contract issued by a bank, savings and loan or insurance company, the name of the issuer, the term of the contract and the rate of return on the contract;
- (4) Information concerning the value of shares or units in designated investment alternatives available, as well as the past and current investment performance of each alternative; and
- (5) Information concerning the value of shares or units in designated investment alternatives held in the account of the Participant or Beneficiary.

## **TERMINATING YOUR CONTRIBUTIONS**

- **Providing a written notice of revocation within 30 days prior to the payroll period affected; or**
- **Ending your employment with a contributing employer.**



## **ROLLOVER CONTRIBUTIONS**

If you receive a rollover distribution from another qualified plan, an individual retirement account or an annuity, you may want to "roll it over" to this account. Such distribution must meet certain conditions and limitations as determined by the Trustees. Also a distribution of this type, in order to remain non-taxable, must meet other conditions. Please contact the Fund Office if you are interested in depositing a rollover distribution into the Electrical Workers Local 294 401(k) Plan.

## **MILITARY LEAVE (USERRA)**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) protects the reemployment rights and benefits of civilian employees who enter the military "for a brief, non-recurrent period and have no expectation of significant continuing military service."

This protection extends to employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service *of five years or less*. "Uniformed military service" includes: active duty, active duty for training, initial active duty, full-time National Guard duty, and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service. Uniformed services includes the Army, Navy, Air Force, Marine Corps, or Coast Guard, Reserve Units of those groups, the Army and Air National Guards, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in the time of war or emergency.

## **HOW YOUR BENEFITS ARE PROTECTED**

When you are away from covered employment due to uniformed military service, your 401(k) benefits are protected. In addition, you may be credited with the benefits you would have earned during the time you were in the military if you return to work with a contributing employer. In order to be eligible for this crediting, you must return to work within a specific period of time, depending upon how long you were in the military. You also will be required to provide documentation to the Fund Office regarding your discharge.

For purposes of determining eligibility for and the amount of any survivor benefit, if you die in military service you will be treated as if you had returned to employment with a contributing employer immediately prior to your death.

If you participate in this 401(k) Plan, you may also be entitled to make retroactive contributions to make up for the opportunity you lost while in the military. You have three times as long to make up the contributions as the amount of time you missed while in the military. For instance, if you were in the military for one year, you have three years to make up the contributions you missed. The Fund Office can provide you with more information about this option. For additional information on what you must do to protect your benefit rights under the 401(k) during your military service, contact the Fund Office.



## **WHEN BENEFITS ARE PAID**

You (or your beneficiaries, if applicable) may elect to receive 401 (k) Plan benefits if:

- **You terminate employment;**
- **You become totally and permanently disabled;**
- **You reach at least early retirement age (55) and retire;**
- **You reach age 59½ and apply for a distribution (regardless of whether you are still working);**
- **The Plan Administrator receives a Qualified Domestic Relations Order;**
- **You die; or**
- **The Plan is discontinued.**

In addition, you are required to begin to receive required minimum distributions by the April 1<sup>st</sup> following the year you reach age 72.

The specific rules for each of these benefit eligibility factors are explained in the following sections.

### **TERMINATE EMPLOYMENT WITH ALL EMPLOYERS**

If you terminate employment with all contributing employers, payment of your account will normally be made within sixty (60) days *after the Plan year in which you terminate employment, and make application for the benefit.*

A termination of employment occurs when you have a severance of the Employer-Employee relationship (other than Normal Retirement, Death or Disability) and when you are no longer engaged in the Electrical Trade or Craft in the Unions' jurisdiction and:

- **If you are or were a member of the Union, have not registered in accordance with the Referral Procedure under the Collective Bargaining Agreement for the immediately preceding twelve (12) consecutive months and no contributions have been received on your behalf for the immediately preceding thirty-six (36) consecutive calendar months; or**
- **If you are not currently or never were a member of the Union, are no longer registered for employment in accordance with the Referral Procedure of the Collective Bargaining Agreement, and no amounts have been received on your behalf for the immediately preceding three (3) consecutive calendar months.**



## **TOTAL AND PERMANENT DISABILITY**

For purposes of determining eligibility for disability benefits, "total and permanent" means your total and permanent inability, as the result of injury, accident or sickness, to continue any gainful occupation. "Totally and permanently disabled" must be determined under the federal Social Security Acts. If you apply for disability benefits you must provide your disability determination from the Social Security Office.

## **EARLY OR NORMAL RETIREMENT**

You may retire early at age 55 or at anytime thereafter and elect to receive a distribution of your 401 (k) account. You may defer receipt of your 401(k) Plan payments unless you have a balance of less than \$1,000.

## **IN-SERVICE DISTRIBUTION ON OR AFTER AGE 59½**

You may apply for a distribution of all or a portion of your 401(k) account upon the attainment of age 59½ even if you are continuing to work for an employer that contributes to the Plan

## **YOU REACH AGE 72**

If you have not received a 401(k) disbursement when you reach age 72 you will receive your first 401 (k) distribution by April 1st of the calendar year following the year you reached age 72. You will receive information regarding your minimum distribution, as well as form W-4P to elect your tax withholding amount. You may want to consult your tax advisor. If you reached age 70½ by January 1, 2020 you were covered by the previous rule requiring that you begin distributions by the April 1<sup>st</sup> following the year you reach 70½.

*If you are over age 72, and still actively participating in the 401(k) Plan, you may be able to delay receiving benefits - please contact the Fund Office to do this.*

## **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)**

Generally, your benefits may not be assigned or alienated. In other words, your funds in the Plan may not be sold, used as collateral for a loan, given away or transferred. In addition, your creditors may not attach, garnish or secure funds from your account.

An exception to this occurs if you divorce your spouse. In certain divorce proceedings, the court may order that a portion or all of your benefits are payable to your ex-spouse or children (referred to as alternate payees) in a court order. If the court order is valid and the document becomes a *qualified* domestic relations order, or QDRO, the Plan Administrator is required by law to recognize that order and pay Plan benefits accordingly.



## **WHAT A QDRO MUST DO**

A QDRO must satisfy each of the following requirements. It must:

- **Contain the names and- last known mailing addresses for the participant and alternate payee(s);**
- **State the amount or percentage of the participant's benefits that are assigned to the alternate payee(s);**
- **Describe the period to which it applies, e.g., the period of the marriage; and**
- **Specify that it applies to this Plan.**

## **WHAT A QDRO CAN NOT DO**

A QDRO must not:

- **Require the Plan to provide any type or form of benefits it does not otherwise provide;**
- **Require the Plan to pay more benefits than it would if the order did not exist; and**
- **Require the Plan to pay the same benefits to an alternate payee, which have been assigned to another alternate payee by a prior QDRO.**

## **WHEN A QDRO IS RECEIVED**

If the Trustees receive a domestic relations order, the Plan Administrator will promptly notify you and any alternate payee that the order has been received and will describe the Plan's procedure for determining whether the order is a *qualified* domestic relations order.

When a *qualified* domestic relations order has been received:

- **A separate account will be set up for the alternate payee which is accessible only by the alternate payee;**
- **No additional contributions may be added to the alternate payee's account by the employer, participant or the alternate payee;**
- **To the extent that a participant is permitted to control the investment of the assets in the account from which the segregated (the alternate payee's) account is created, the alternate payee may control the investments of his or her account;**
- **The segregated account will be 100% vested;**



- **The alternate payee will be responsible for all taxes associated with his or her account;**
- **The alternate payee cannot borrow from this account; and**
- **If the alternate payee dies, the account will be paid in a single lump-sum amount to his or her estate.**

This Plan allows distribution as soon as administratively feasible following determination of your QDRO's status. The alternate payee will have the same degree of involvement in how and when the account will be distributed, as does any other account holder.

If you or an alternate payee have any questions on QDROs, please contact the Fund Office.

## **DEATH**

If you die before your account has been distributed in full, your beneficiary will be entitled to a single lump-sum distribution of 100% of your account balance upon your death. All benefits will start and be paid in full to your beneficiary(ies) not more than five years after the date of your death.

If you had begun to receive benefits, your account will be paid to your beneficiaries at a rate (considering both time and amount) that is at least as rapid as the rate of distribution you were receiving benefits.

## **DISCONTINUING THE PLAN**

It is the Trustee's intention to continue the 401(k) Plan indefinitely, but the Trustees reserve the right to discontinue or terminate the Plan at any time and provide for distribution of the trust fund to members and their beneficiaries. You will be notified if any of these actions are taken. No amendment or termination may have the effect of reducing account balances unless to comply with the provisions of any law, regulation or order.

## **HOW BENEFITS ARE PAID**

***It is important that you read and understand the following information. If you have any questions, please contact the Fund Office.***

You - or in the event of your death, your beneficiaries - may elect to have your 401(k) Plan benefits paid in a lump sum.



## **LUMP SUM**

If at the time you are entitled to receive your benefits and your 401(k) Plan account balance is less than \$1000, you will automatically receive a lump-sum payment. If your balance is greater than \$1000, you or your beneficiary must elect to receive your distribution.

## **PAYMENT TO YOUR BENEFICIARY**

If you die before receiving payment of your account, your account will be paid to your beneficiary or beneficiaries. If you are married at the time of your death, your spouse will automatically receive the value of your account unless your spouse has consented in writing that he or she understands the effect of your designation of another beneficiary. This consent must be witnessed by a notary public.

If you have not named a beneficiary, or if your beneficiary designation is not effective for any reason, the Plan will pay the value of your account balance to your surviving spouse, or to your estate if you have no surviving spouse.

If any of your beneficiaries wishes to disclaim his or her interest in your account, he or she may file a disclaimer with the Plan Administrator. Please call the Fund Office for more information.

## **ROLLOVERS**

If you meet certain conditions, you may elect to have a portion of, or your entire, account "rolled over" to another account. This option allows you to delay paying taxes on these benefits until you actually receive them.

Through a rollover, your account may be paid directly to:

- **A qualified retirement plan;**
- **A qualified 401(k) account;**
- **A qualified trust; or**
- **Your former spouse via a qualified domestic relations order (QDRO)\***

\*Please see page 8 for more information about QDROs.

The Plan Administrator will provide you with a further explanation of the rollover option when you apply for your benefits.



## **TAX TREATMENT OF ROTH 401(K) DISTRIBUTIONS**

The tax treatment of Roth 401(k) contributions and investment earnings depends upon whether the distribution is a “qualified Roth distribution” or a “nonqualified Roth distribution”. If the distribution is a “qualified Roth distribution,” then the entire amount distributed is tax-free, even the portion attributable to investment earnings on the Roth 401(k) contributions. To be considered a “qualified Roth distribution,” the following two conditions must be met:

- **You have satisfied the 5-year rule (also known as the 5-year clock); and**
- **The distribution is made after you have reached age 59 ½, died or become disabled.**

The 5-year rule is satisfied if the Roth 401(k) distribution occurs at least five (5) years following the year the first Roth 401(k) Contribution is made to the plan. For example, if you first make Roth 401(k) contributions in 2019, you will satisfy the 5-year rule as of January 1, 2025. It is not necessary that you make a Roth 401(k) contribution in each of the five (5) years.

A “non-qualified Roth distribution” is any distribution that is not a “qualified Roth distribution.” Non-qualified Roth distributions are subject to taxation (and in some cases, a 10% early distribution penalty) on the portion of the distribution which is attributable to investment earnings, unless you roll over the distribution as described below.

## **TAX TREATMENT OF ROTH 401(K) ROLLOVERS TO A ROTH IRA**

You may elect to make a rollover of your Roth 401(k) contributions and earnings to a Roth IRA. The tax treatment of any subsequent distribution from the Roth IRA will be governed by the tax rules attributable to Roth IRA distributions set forth above. Please note that the 5-year clock for a Roth IRA distribution will not include the portion of time that the Roth 401(k) contributions were in the Plan because the five-year qualification period begins again. This may impact the rollover decision. If you have an established Roth IRA, then the qualification period is calculated from your initial deposit into the IRA and the rollover will be eligible for tax-free withdrawals when that five-year period has ended (and the age qualifier has been met).

## **TAX TREATMENT OF ROTH 401(K) ROLLOVERS TO ANOTHER PLAN**

You may also elect to make a rollover to an eligible retirement plan that accepts rollovers and agrees to separately account for Roth 401(k) Contributions. To the extent that you make a plan-to-plan rollover (direct rollover), you will be provided a statement indicating the amount of your Roth 401(k) Contribution (basis) and the year that your 5-year clock started. This information must generally be provided to the recipient plan in conjunction with your rollover. Please note that the 5-year clock in the recipient plan will include the portion of time that you made Roth 401(k) contributions to this Plan.



## TAX INFORMATION

The Electrical Workers Local 294 401(k) Plan offers you the opportunity to delay paying taxes on your account until you actually receive benefits from the Plan. If you withdraw them at a time when your income has decreased (such as after retirement), you may be in a lower tax bracket, and therefore, able to pay less taxes.

If you decide to have your account distributed before you reach age 59 1/2, your distribution may be subject to IRS required taxes including:

- **A 20% withholding tax; and**
- **A 10% excise tax**

### 20% WITHHOLDING TAX

IRS regulations require a 20% withholding on distributions that are eligible for rollover treatment from a qualified retirement plan, such as the Electrical Workers Local 294 401(k) Plan.

All taxable distributions from qualified retirement plans are eligible rollover distributions except:

- **Required minimum distributions when you reach age 72.**

For example, suppose you request to have your 401(k) Plan distributed to you and you have \$10,000 in your account. This would be an eligible rollover distribution and subject to the 20% automatic withholding.

In this instance, the Plan Administrator would withhold 20% of \$10,000, or \$2,000 and give you \$8,000, as shown in the table below:

<b>Your Account Balance</b>	<b>20% Withholding</b>	<b>Your Distribution</b>
\$10,000	\$2,000	\$8,000

You can avoid the 20% withholding if you:

- **Directly roll over the distribution into an IRA or into another employer's qualified plan; and**
- **Have your distribution check made payable to the trustee of an IRA or another qualified plan.**

If you are eligible to receive a distribution that is affected by the 20% withholding, prior to making your distribution, the Fund Office will provide you with information regarding the 20%



withholding law. At that time you must decide whether you want to roll over your distribution or have your distribution made payable to you.

*Since tax laws change frequently, you should consult a tax expert to determine your exact tax liability.*

## **10% EXCISE TAX**

Except as noted below, the IRS will assess a 10% excise tax on the taxable portion of any 401(k) Plan distribution you receive before age 59½.

This excise tax is in *addition* to the regular taxes you will be required to pay on the taxable portion of your withdrawal when you file your IRS Form 1040. This excise tax applies to any taxable distribution, whether or not you terminate employment. The tax applies to all contributions made by employers and all earnings on your account.

However, the 10% excise tax *does not apply* if the withdrawal or distribution is paid:

- **Because of your death or disability;**
- **In substantially equal periodic payments over your lifetime;**
- **After you retire on or after age 62;**
- **After you reach age 55 and experience a break in service;**
- **To cover tax-deductible medical expenses (see page 20);**
- **To an alternate payee directed by a QDRO; or**
- **As a lump sum and you roll it into an Individual Retirement Account (IRA) or other tax qualified savings plan of another employer *within sixty (60) days of receipt.***

## **IRS FORM 1099-R**

Participants receiving a distribution from the 401(k) Plan will receive IRS Form 1099-R. This form will generally be mailed in January of the year following the year you received your distribution. A copy is sent to the IRS.

The 1099-R form shows the:

- **Total distribution amount;**
- **Amount if any, of federal and state income taxes withheld.**



This form should be saved along with other tax records for later preparation of your income tax returns. This is the only notification of amounts paid and withheld that you will receive.

## **NAMING A BENEFICIARY**

When you become a participant in the 401(k) Plan, you will be asked to designate a beneficiary who will receive your Plan benefits if you should die. If you are married, or become married, your spouse is automatically your beneficiary and you do not need to fill out a Beneficiary Designation Form.

If you are married and determine that you do not want to name your spouse as your beneficiary, the law requires that your spouse consent to this in writing, and acknowledge that he or she understands the effect of your designation of another beneficiary. This consent must be witnessed by a notary public. You may change your beneficiary at any time by completing a Beneficiary Designation Form.

If you do not complete the Beneficiary Designation Form, or if your designated beneficiary does not outlive you, the Plan pays benefits as outlined in the section, Payment to Your Beneficiary, on page 12.

## **APPLYING FOR BENEFITS**

You, or in the event of your death, your spouse or beneficiary must apply for benefits from the Plan. To apply, request an application form from the Fund Office, complete it and provide all necessary documents. Please call the Fund Office if you have any questions on how to complete the form or what documents are necessary.

## **OTHER PLAN FEATURES**

### **BENEFIT LIMITATIONS REQUIRED BY LAW**

Based on federal law, all contributions (from a combination of you and your employers) made to *all of your 401(k) or defined contribution plans* must not exceed 100% of your total compensation, or \$58,000. In addition, the maximum amount that you may defer to this Plan per calendar year is \$20,500 in 2022 plus a \$6,500 catch up contribution for those 50 or older. These limits are subject to cost-of-living adjustments. If you are a participant in any other retirement plan, other limitations may apply to your total benefits received from all plans.

### **ASSIGNMENT OF BENEFITS**

Generally, your benefits cannot be assigned or, alienated. In other words, your funds in the Plan cannot be sold, used as collateral for a loan, given away or transferred. In addition, your creditors cannot attach, garnish or secure funds from your account. One exception to this rule is a QDRO. See page 7 for more information on QDROs.



The second exception permits the Plan Administrator to offset your benefits against an amount that you are ordered or required to pay the Plan as the result of a judgment, order or decree issued against you, or settlement you entered into, on or after August 5, 1997. All or a portion of your benefits will be used to satisfy any such obligation to the Plan.

Another exception allows the Internal Revenue Service (IRS) to obtain funds in your account to satisfy unpaid tax obligations.

## **FILING A CLAIM**

If you believe you are entitled to benefits from the Plan or if you disagree with any decision that has been made, you may file a claim with the Trustees. Your claim must be in writing and must be delivered to the Fund Office.

Within 90 days after your claim is delivered, you will receive a decision from the Trustees or a notice describing the reasons why more time is needed to make a decision (usually not more than 180 days from the day you delivered your claim).

If your claim is denied, you will receive a letter explaining:

- **The reasons for denial;**
- **The Plan provisions on which the denial is based;**
- **Any additional information needed from you; and**
- **The reason such information is needed.**

You may request an appeal of your denied claim. The procedure you must follow is explained in the following section.

## **APPEALING A DENIED CLAIM**

Your request for a review must be in writing and must be delivered to the Trustees within sixty (60) days after you receive the letter that your claim was denied. Your request for review may include any additional information that you feel may change the Trustees' decision to deny the claim. At any time, you may request a copy of all pertinent Plan documents.

In most cases the Trustees will review and make a decision on your claim within sixty (60) days after the request for a review is received. If special circumstances require more than sixty (60) days, the time may be extended to 120 days.

The Trustees may hold one or more hearings to review your denied claim. You may have an attorney act on your behalf, but the Trustees reserve the right to require a written authorization from you allowing this to occur.



When a final decision is made, the Trustees will send you a letter explaining the decision, the specific reasons for it and references to the Plan provisions on which it is based.

In the event of your death, your beneficiary may file a claim in the same way as explained above.

#### **AMENDMENT AND TERMINATION**

It is the Trustee's intention to continue the 401(k) Plan indefinitely, but the Trustees reserve the right to amend, terminate or merge all or part of the Plan at any time and provide for distribution of the trust fund to members and their beneficiaries. You will be notified if any of these actions are taken.

No amendment or termination may have the effect of reducing account balances unless made to comply with the provisions of any laws, regulations or orders that are now or will be in force.



## **PLAN INFORMATION**

### **PLAN NAME**

The name of the Plan is the Electrical Workers Local 294 401(k) Plan.

### **PLAN NUMBER**

The number assigned to this Plan by the Trustees is 004. The Internal Revenue Service and Department of Labor identify this Plan by its name and the number:

41-1972759

### **TYPE OF PLAN**

This Plan is known as a defined contribution 401(k) plan.

### **TYPE OF ADMINISTRATION**

The 401(k) Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees  
Electrical Workers Local 294 401(k) Plan  
2002 London Road, Room 300  
Duluth, Minnesota 55812  
Telephone: (218) 724-8883 or (877) 908-3863

### **SERVICE OF LEGAL PROCESS**

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

Timothy W. Andrew  
Andrew, Bransky & Poole, P.A.  
302 West Superior Street, Suite 300  
Duluth, MN 55802  
218-722-1764

Also, service of legal process may be made upon any of the Trustees.

### **NORMAL RETIREMENT AGE**

Normal retirement under the Plan is the date a participant attains age 62.



## **PBGC INSURANCE**

Since the 401 (k) Plan does not provide a *specified dollar amount of benefits* (like a pension plan does), benefits under the 401(k) Plan are not insured by the Pension Benefit Guaranty Corporation. The Plan pays you the value of your account, with any income, expenses, gains and/or losses applied to your account.

## **PLAN YEAR**

The Plan year is a 12-month period beginning January 1 and ending the following December 31.

## **CONTRIBUTING EMPLOYERS**

The names of the Employers contributing to this Plan are available to members and their beneficiaries at any time. If you would like to know the names of the employers or employee organizations, you may request that information in writing from the Trustees.

If you and your beneficiaries would like to know if an employer or employee organization is a contributor to the Plan, you may request that information in writing from the Trustees.

## **COLLECTIVE BARGAINING AGREEMENTS**

Contributions to the Plan are made based on collective bargaining agreements. Copies of those agreements may be obtained from the Trustees upon written request and are available for review in the Fund Office.

## **ASSET MANAGEMENT**

Plan assets are held in a trust fund administered by the Trustees. The Trustees are responsible for the selection of investment managers for the trust and for the payment of benefits. The Trustees may establish two or more investment funds for the Plan with different investment objectives.

If you have any questions on the management of the 401(k) Plan, please contact the Fund Office or any Trustee.

## **STATEMENT OF ERISA RIGHTS**

As a participant in the Electrical Workers Local 294 401(k) 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 shall be entitled to:

1. Receive information about your plan and benefits;
2. 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 and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

3. Obtain, upon written request to the Board of Trustees copies of documents governing the operation of the plan, including collective bargaining agreements and copies of the latest annual report (form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies;
4. 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 summary annual report.

### **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 a way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **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 document relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan, and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees. 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. 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.

### **ASSISTANCE WITH YOUR QUESTIONS**

If you have any questions about your plan, you should contact the Fund office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund, you should contact the nearest office of the



Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## **DEFINITIONS**

***Bargaining Agreement*** - The negotiated labor agreement between a union and an employer or association requiring the employer or association to make contributions to the 401(k) Plan on behalf of their employees or requiring employer contributions pursuant to salary deferral.

***Beneficiary or Beneficiaries*** - The person or persons designated by a participant (or automatically by operation of the Plan document) to receive the participant's account in the event of the participant's death prior to full distribution.

***Calendar Year*** - The 12-month period starting January 1 of any year and ending December 31 of that year.

***Compensation*** - The total amount paid or made available by an employer to a participant for a Plan year as compensation for services rendered, including wages and salaries, and excluding compensation in excess of the IRS' annual compensation limit.

The IRS' 2022 annual compensation limit is \$305,000 but will be adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living.

***Contributing Employer*** - See Employer.

***Deductible Medical Expenses*** - Medical expenses deductible under Internal Revenue Code 213(d) include such items as:

- **Out-of-pocket medical, dental and mental health care expenses, such as deductibles, coinsurance, and co-payments;**
- **Transportation for medical services or treatment;**
- **Vision care, including eyeglasses and contact lenses;**
- **Orthodontic services;**
- **Hearing care, including hearing aids; and**
- **Special items, such as guide dogs for the blind.**



Items not eligible include:

- **Cosmetic surgery, except to correct congenital abnormality;**
- **Diaper services;**
- **Health club dues;**
- **Household help;**
- **Programs to stop smoking or lose weight;**
- **Sunglasses;**
- **Non-prescription drugs;**
- **Cosmetics and toiletries; and**
- **Other health care insurance premiums.**

For more information about these limitations, please see IRS Publications 502 and 503, available from your local IRS office, or call the IRS toll-free at 1-800-829-3676.

***Disability or Disabled*** - See Totally Disabled.

***Early Retirement Age*** - The date a participant attains his or her 55th birthday.

***Effective Date*** - The effective date of the 401(k) Plan is June 1, 2000.

***Eligible Employee*** - Any non-bargaining-unit employee who has met the eligibility requirements as established by the Trustees for participating in the Plan.

***Eligible Member*** - Any bargaining-unit member who has met the eligibility requirements established by the Trustees for participating in the Plan.

***Eligible Participant*** - You, the eligible member, eligible employee or eligible retiree.

***Eligible Retiree*** - A retired member who has met the eligibility requirements established by the Trustees for being covered under the Plan and who is entitled to receive the Plan benefits provided for retirees.



***Employee or Member*** - Any individual:

- **On whose behalf an employer makes contributions to the Plan under the terms of a bargaining agreement or participation agreement.**

***Employee (Member) Benefits*** - Benefits provided by the Plan for eligible employees or members.

***Employer or Contributing Employer*** - This term refers to:

- **Any person, firm, association, partnership or corporation which is required, under the terms of a bargaining agreement with the Union, to make contributions to the Plan on behalf of its members covered by the agreement; or**
- **The Union, any association or other employer which is required, under the terms of a participation agreement with the Trustees, to make contributions to the Plan on behalf of its employees who are not covered by a bargaining agreement.**

***Fund*** - The assets of the Plan held by the Trustees, including all elective contributions and rollover contributions by participants, and the investments and reinvestments, earnings and profits, less the amount of any investment losses, administrative costs and distributions to participants and beneficiaries.

***Highly-Compensated Employee*** - A highly compensated employee is an employee who either:

- **Was a 5% owner (as defined in Internal Revenue Code Section 416(i)(1)) in the present or receding calendar year; or**
- **Had compensation from employment in excess of \$135,000 (or such other amount as may be established by the Secretary of Treasury) in the preceding calendar year, and subject to election by the employer, was in the top-paid group of employees for the preceding year.**

***Normal Retirement Age*** - The date a participant attains his or her 62nd birthday.

***Participant*** - An employee of a contributing employer who makes an elective contribution to the 401(k) Plan.

***Participation Agreement*** - A written agreement between the Trustees and an employer in which the employer agrees to make and the Trustees agree to accept contributions to the Plan on behalf of the employer's employees who are not members of the bargaining group.



**Plan** - The Electrical Workers Local 294 401(k) Plan as described in this Summary Plan Description.

**Plan Document** - The document officially called the Electrical Workers Local 294 401(k) Plan, which became effective June 1, 2000, and any amendments the Trustees may adopt in its regard. The Plan document governs over this Summary Plan Description - if any conflict exists between the two documents, the Plan document rules.

**Plan Year** - The 12 consecutive month period ending on December 31.

**Spouse** - The Participant's lawful spouse under state law, including a same-sex spouse where the Participant and spouse were married in a state that recognizes same-sex marriages.

**Summary Plan Description (SPD)** - This handbook provides you with an easy to understand summary of the Plan document. The Plan document is a description of the Electrical Workers Local 294 401(k) Plan written in detailed legal language. If any information in this summary is unclear or incorrect, the provisions of the Plan document will govern.

**Termination of Service** - A severance of the Employer-Employee relationship (other than Normal Retirement, Death or Disability) and when you are no longer engaged in the Electrical Trade or Craft in the Unions' jurisdiction and interruption in a participant's employment and

- **If you are or were a member of the Union, have not registered in accordance with the Referral Procedure under the Collective Bargaining Agreement for the immediately preceding twelve (12) consecutive months and no contributions have been received on your behalf for the immediately preceding thirty-six (36) consecutive calendar months; or**
- **If you are not currently or never were a member of the Union, are no longer registered for employment in accordance with the Referral Procedure of the Collective Bargaining Agreement, and no amounts have been received on your behalf for the immediately preceding three (3) consecutive calendar months; or**
- **You have entered the armed forces prior to your normal retirement date.**

**Totally Disabled** – Total Disability means a physical or mental condition of a Participant resulting from bodily injury, disease or mental disorder which renders him or her incapable of continuing any gainful occupation and which condition constitutes total disability under the Federal Social Security Act.

**Trust Agreement** - The agreement entitled, "Agreement and Declaration of Trust, Electrical Workers Local 294 401(k) Plan," as amended and restated from time to time.

**Trustees** - The Trustees originally named in the Trust Agreement, and their successors in trust.



***Union*** - This term refers to International Brotherhood of Electrical Workers Local Union No. 294.

***You or Your*** - Refers to the eligible member (employee) or eligible retiree as applicable.