



# **Contra Costa County Electrical Workers Retirement Plan**

## **Restated Summary Plan Description**

**(For Members of IBEW Local 302)**

**September 2012**

# **CONTRA COSTA COUNTY ELECTRICAL WORKERS RETIREMENT PLAN**

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[For Members of IBEW Local 302]

September 2012

**Keep this Summary Plan Description  
For Future Reference**

## TABLE OF CONTENTS

	Page
<b>I. TYPE OF PENSION PLAN.....</b>	<b>1</b>
<b>II. ADMINISTRATION OF THE PLAN/INVESTMENTS.....</b>	<b>2</b>
<b>III. PARTICIPATION AND VESTING.....</b>	<b>5</b>
A. Participation.....	5
B. Vesting.....	5
<b>IV. EARNING BENEFITS-EMPLOYER CONTRIBUTIONS.....</b>	<b>6</b>
<b>V. YOUR INDIVIDUAL ACCOUNTS.....</b>	<b>7</b>
A. Valuation, Earnings, Expense, Periodic Statements & Rollovers.....	7
B. Benefit for Certain Military Service.....	8
C. Benefit Contribution Limitations.....	8
<b>VI. APPLICATION AND ELIGIBILITY FOR BENEFITS.....</b>	<b>9</b>
A. Eligibility to Receive Benefits/Application.....	9
B. Reasons for Distributions from Plan/Eligibility for Your Benefits.....	9
1. Normal Retirement-Attain Age 60.....	9
2. Limited Early Retirement-Attain Age 55.....	9
3. Lump Sum Payment: \$10,000 or Less.....	11
4. Permanent and Total Disability.....	11
5. Participants who Become Contributing Employers.....	11
<b>VII. PAYMENT OF BENEFITS.....</b>	<b>12</b>
A. Normal Forms of Benefit.....	12
1. Joint & Survivor Annuity.....	12
2. Spousal Waiver/Beneficiary Designation.....	12
3. Single Life Annuity.....	13
B. Other Benefit Options.....	13
1. Lump Sum Payment.....	13
2. Periodic Payments.....	13
3. Specified Monthly Payments.....	13
4. Convert or Adjust Monthly Payments.....	14
5. Joint and 75% Survivor Annuity.....	14
C. Electronic Deposit of Pension Payments.....	14
D. Participant Loans.....	14
<b>VIII. IRS DISTRIBUTION RULES/QDROS.....</b>	<b>15</b>
A. IRS Required Distributions.....	15
B. Internal Revenue Code Distribution Rules.....	16
C. Your Benefits Cannot be Assigned in Most Situations.....	16
D. Rights of Former Spouse-Domestic Relations Orders.....	17
E. Overpayments Recoverable by the Plan.....	17

<b>IX.</b>	<b>DEATH BENEFITS/PRERETIREMENT SURVIVOR BENEFITS .....</b>	<b>18</b>
<b>X.</b>	<b>DESIGNATION OF BENEFICIARY.....</b>	<b>18</b>
<b>XI.</b>	<b>POTENTIAL LOSS OR DELAYED PAYMENT OF BENEFITS.....</b>	<b>19</b>
<b>XII.</b>	<b>DEFERRAL OF TAXES/ROLLOVERS .....</b>	<b>21</b>
	A. Deferral of Taxes .....	21
	B. Tax Withholding Rules on Pension Payments.....	21
	C. Rollovers and Tax Withholding Rules.....	22
	D. Your Right to Waive the 30-Day Notice Period .....	23
	E. Distributions Not Eligible for Rollover .....	23
<b>XIII.</b>	<b>CLAIMS AND APPEAL PROCEDURE.....</b>	<b>23</b>
	A. Claims and Appeal Procedure.....	23
	B. Denial of Claim and Appeal Rights .....	24
	C. Disability Claims and Appeals.....	24
	D. One Year Limitation Period for Filing Lawsuits .....	25
<b>XIV.</b>	<b>AMENDMENT/TERMINATION/MERGER OF PLAN .....</b>	<b>26</b>
	A. Amendment of Plan .....	26
	B. Merger or Consolidation or Transfer of Assets .....	26
	C. Termination of Plan .....	26
<b>XV.</b>	<b>ADDITIONAL INFORMATION REQUIRED BY ERISA .....</b>	<b>26</b>
	A. Name and Type of Plan.....	26
	B. Plan Administrator .....	26
	C. Agent for the Service of Legal Process.....	26
	D. Plan Year.....	27
	E. Employer Identification Number .....	27
	F. Funding Collective Bargaining Agreements & Fund Medium.....	27
	<b>STATEMENT OF ERISA RIGHTS .....</b>	<b>28</b>

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**CONTRA COSTA COUNTY ELECTRICAL WORKERS RETIREMENT PLAN**  
**2610 Crow Canyon Road, Suite 200**  
**San Ramon, CA 94583-1599**  
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Dear Participant:

We are pleased to provide this new booklet, known as a Summary Plan Description, for the Contra Costa County Electrical Workers Retirement Plan ("Plan"). The Plan provides retirement benefits to members of IBEW Local 302 and others working under a collective bargaining agreement between IBEW Local 302 and the Contra Costa Chapter, NECA, and other individual employers.

This booklet summarizes the key provisions of the Plan and describes how you earn benefits, when you may commence receiving your benefits and the choices you have when your benefits are paid to you. This booklet covers Plan amendments through May 31, 2012. The formal text of the Plan controls eligibility, benefit payments, and other aspects of the Plan. **In the event of any ambiguity or conflict between this booklet and the Plan, the Plan will govern.**

You should read this booklet carefully. If you are married you should discuss the Plan's benefits, options and other rules with your spouse. **KEEP THIS BOOKLET FOR FUTURE REFERENCE.**

Over the years you may accumulate substantial funds to which you or your named beneficiary may be entitled. Please submit a completed beneficiary form to the Plan and notify the Plan of any address changes.

Only the Board of Trustees is authorized to interpret the Plan of benefits described in this booklet. The Board of Trustees has the full discretionary authority to determine eligibility for benefits, claims and appeals and to construe and interpret the Plan and related documents, and any rules.

If you have any questions about the Plan or desire additional information, please write the Plan Office at the above address.

Sincerely,

Board of Trustees

## **LIMITATION UPON RELIANCE ON BOOKLET AND STATEMENTS**

This booklet provides a brief, general summary of the Plan rules. It is not intended to cover all of the details of the Plan. Nothing in this Summary Plan Description is meant to interpret or change the Plan provisions. You should review the Plan to fully determine your rights. The Plan is available for your review at the Plan Office upon written request.

You are not entitled to rely upon oral statements of representatives of the Plan Office, Record Keeper, Trustees, an employer, any union officer, or any other person. If you wish an interpretation of the Plan, you should address your request in writing to the Board of Trustees at the Plan Office. To make its decision, the Board of Trustees must be furnished with full and accurate information concerning your situation.

**As a courtesy to you, the Plan Office may respond orally to questions; however, oral information and answers are not binding upon the Plan and cannot be relied upon in any dispute concerning your benefits and/or the Plan.**

**You should further understand that, from time to time, there may be an error in a statement, letter or other communication that you receive which may be corrected upon an audit or review. The Board of Trustees reserves the right to make corrections whenever any error is discovered.**

## **CAUTION: FUTURE PLAN AMENDMENTS**

Future amendments to the Plan may have to be made from time to time to comply with Congressional action, rulings by federal agencies, and/or courts and other changes deemed necessary or prudent by the Board of Trustees. You will be notified when important amendments to the Plan are made. Before you decide to retire, you should contact Fidelity to determine if there have been Plan changes or other developments that may affect your retirement benefits.

## **CONSULT WITH TAX ADVISOR**

The Plan Office does not provide tax advice or suggest how you should receive your benefits. **You should discuss with a tax advisor the tax consequences of any withdrawal of funds or selection of a benefit option.**

## **I. TYPE OF PENSION PLAN – FIDELITY IS RECORDKEEPER**

The Plan is an Individual Account Plan in which Participants are 100% vested (subject to the Plan's expenses and investment losses). The Plan is a multi-employer, collectively bargained defined contribution pension plan (also known as a "Money Purchase Pension Plan") in which employer contributions are invested for your benefit. Benefits are payable on or at retirement (after age 60), disability and in limited situations and amounts, upon termination of employment after age 55 (early retirement).

Under the Plan you will have an Individual Account in your name comprised of employer contributions and investment earnings. Thus, the amount of your retirement benefits will depend upon the amount of employer contributions made on your behalf (including the classification system in the collective bargaining agreement), the Plan's investment earnings (or losses) and expenses, and the benefit payment option selected.

**The Plan is intended to be a Participant-directed Plan as described in Section 404(c) of ERISA, which means that fiduciaries of the Plan are ordinarily relieved of liability for any losses that are the direct and necessary result of investment instructions given to the Plan by a Participant or beneficiary.**

The Plan is governed by a federal law known as the Employee Retirement Income Security Act as amended ("ERISA"). The Plan is not, however, insured under ERISA's Pension Benefit Guaranty Corporation, which applies only to defined benefit pension plans. **Thus, there is no federal guarantee if the market value of your Individual Account decreases in value.**

### **Who to Contact for Account Questions**

Fidelity is the Plan's Recordkeeper. Fidelity Representatives are available at (866) 848-6466 Monday through Friday, 5:30 a.m. – 9:00 Pacific Coast Time. If you have questions about your account or want to know more about the Plan and/or your Account.

### **Account Access**

You can check balances, request investment information, choose investments, request a loan and more at (866) 848-6466 or [www.fidelity.com/atwork](http://www.fidelity.com/atwork).

### **PIN Establishment**

Participants may establish Personal Identification Numbers (PINs) during their first call to Fidelity's Voice Response System (VRS) or when first accessing their account on line via Fidelity NetBenefits. Both access channels require a Social Security number or Alternate Customer ID (ACI) as an identifier, and authentication information that includes: date of birth and ZIP code. Once this information is entered, Participants are instructed to set up a PIN between **six and twelve digits in length**.



## **II. ADMINISTRATION OF THE PLAN/INVESTMENTS**

### **A. Administration.**

The Plan is administered by a Board of Trustees comprised of six Trustees. One-half of the Trustees, called "Employer Trustees," are selected by NECA, Contra Costa Chapter, and one half of the Trustees, called "Union Trustees," are selected by IBEW Local 302. The current Trustees are listed on page iv of this booklet.

The Board of Trustees has many powers and functions including without limitation, investing the Plan's assets, interpreting Plan provisions, amending the Plan, deciding policy questions, and appointing advisors and consultants, such as an auditor, legal counsel and investment consultant.

The Board of Trustees has delegated the day-to-day administration of the Plan to BeneSys Administrators, a professional plan administrative firm. This is known as the Plan Office. BeneSys Administrators performs certain data processing and other administrative functions for the Plan. In addition, certain administrative functions are handled by IBEW Local 302 and NECA, Contra Costa Chapter. Fidelity is the Plan's Recordkeeper and provides daily valuation of the Plan's assets.

Only the Board of Trustees and its authorized representatives are authorized to interpret the Plan of benefits described in this booklet. No one else can interpret this Plan or act as an agent for the Board of Trustees – this includes individual Trustees, employers, unions and their representatives. The Board of Trustees (and persons or entities appointed or so designated by the Board) has the full discretionary authority to determine eligibility for benefits and to construe the terms of the Plan (and other documents pertaining to the Plan and Trust) and any rules adopted by the Trustees. Any questions you have about the Plan should be directed in writing to the Plan at the above address.

Beginning in 2011, the Board of Trustees contracted with Fidelity Investments to be the Record Keeper for the Plan and to provide daily valuation of the Plan's assets.

**The Plan is intended to be a Participant-directed Plan as described in Section 404(c) of ERISA, which means that fiduciaries of the Plan are ordinarily relieved of liability for any losses that are the direct and necessary result of investment instructions given by a Participant or beneficiary.**

The Trustees have contracted with a certified public accounting firm (Buckley, Patchen, Reimann & Hall) to periodically audit the Plan's assets.

### **B. Investments**

1. **Investment Options.** Each Participant has the ability to make his or her own investment decisions related to the allocation of his or her account balances among the different investment options offered within the Plan. The investment options available through the Plan include conservative, moderately conservative, and aggressive funds. A complete description of the Plan's investment options and their performance, as well as planning tools to help you choose

an appropriate mix, are available online at Fidelity NetBenefits®. Contact Fidelity at 1-866-84-UNION (1-866-848-6466) for additional information or if you have questions.

Your selection of an investment option may be changed at any time (except in rare situations when you receive an advance notice of a short black out period).

The Investment funds are valued each business day. Your accounts in these funds are updated nightly to reflect the investment performance for the preceding business day (in general, for this purpose, a “business day” means any day in which the New York Stock Exchange is open for business).

### **CAREFULLY CONSIDER THE INVESTMENT OPTIONS**

Before investing in any investment option, please carefully consider the investment objective, risks, charges and expenses. Most investments carry some degree of risk. For example, equity investments are subject to market fluctuations. Investing outside the United States (especially in developing countries) involves certain risks, such as currency fluctuations. The return of principal in bond funds and in a fund’s bond holdings is not guaranteed, as bonds are subject to interest rate, inflation and credit risks. Diversification does not eliminate risk; losses are possible in diversified portfolios. Investments are not FDIC-insured nor are they guaranteed by a bank or any other entity, so investors may lose money.

For this and other information, call Fidelity at 1-866-84-UNION (1-866-864-6466) or visit [www.fidelity.com](http://www.fidelity.com) for a free mutual fund prospectus or, if available, a summary prospectus. Read them carefully before you invest.

2. If No Investment Election is Made-Target Retirement Funds. The Board of Trustees encourages you to take an active role in the Contra Costa County Electrical Workers Retirement Plan and choose an investment option that best suits your goals, time horizon, and risk tolerance.

If you do not select specific investment options in the Plan, the Employer contributions made to the Plan on your behalf will be invested in the State Street Global Advisors (SSgA) Target Retirement fund with the target retirement date closest to the year you might retire, based on your current age and assuming a retirement age of 65. This is known as the Default Investment Option.

Target Retirement Date funds are a diversified suite of funds that are designed to meet the needs of investors with a specific retirement date. Funds are designed for Participants who may not be comfortable making asset allocation decisions. These funds make it unnecessary for Participants to judge manager quality and allow Participants to focus on asset allocation. Target Retirement Date funds minimize Participant decision making while providing diversification and rebalancing. SSgA Target Retirement Date Funds are designed for investors expecting to retire around the year indicated in each Fund’s name. The funds are managed to gradually become more conservative over time. The investment risks of each target date fund change over time as its asset allocation changes. The risk profile of a target date series is basically controlled through

an age-based pattern of equity exposure. Funds having a target retirement date further in the future will have a greater allocation to equity than those funds with target dates in the near future. As each Fund nears its target date its equity allocation will automatically be reduced. This gradual reduction in equity over time is commonly referred to as a Fund's glide path. Consideration of factors such as time horizon, risk tolerance, savings rates, projected income needs during retirement and Participant assets outside the retirement plan are assumed to be for those of an "average" investor in the construction of a portfolio for a particular age group. **They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates.**

If no date of birth or an invalid date of birth is on file at Fidelity your contributions will be invested in the SSgA Target Date Retirement Income fund. For more information about the SSgA Target Retirement funds, log onto [www.fidelity.com/atwork](http://www.fidelity.com/atwork).

### 3. Rebalance

#### a. Portfolio Rebalancing

With Portfolio Rebalancing, Participants no longer have to request an individual exchange for every fund in their account. If Participants wish to rebalance their entire account, or perform an exchange, they may initiate the transaction via NetBenefits or through a Customer Support Services Representative. If Participants wish to delete a pending Rebalance or a pending exchange, this transaction can be initiated via NetBenefits or a Customer Support Services Representative prior to that day's market close (normally 4 p.m. Eastern time).

#### b. Automatic Rebalancing

The Automatic Rebalance Service allows Participants to elect to periodically rebalance their account to a target investment mix they have selected. Once Participants enter a recurring Rebalance transaction request including their target investment choices among eligible funds, via NetBenefits or through a Customer Service Support Representative, their account will be rebalanced using the next available Net Asset Value. If the calculated date falls on a weekend or market holiday, the transaction would be processed on the following business day.

On the next Automatic Rebalance date, Participant account will be rebalanced as needed to bring the account back in line with the target investment allocation the Participant established. Participants will be sent a pre-confirmation of the Automatic Rebalance approximately 10 business days prior to the rebalance taking place. Confirmation statements are available either on-line or via hardcopy once the rebalance transaction has completed.

If the Participant elects to change the frequency of Automatic Rebalance to another frequency value offered by their plan anytime after enrollment into the service, or performs an interim Exchange outside of the scheduled Automatic Rebalance transaction, the date of next Automatic Rebalance will be recalculated based on the frequency selected by the Participant. Any future Automatic Rebalances will use the Investment Mix used for last Rebalance transaction on the account.

### **III. PARTICIPATION AND VESTING**

#### **A. Participation**

If you are employed by an employer that is required by a collective bargaining agreement with IBEW Local 302 to make contributions to the Plan on your behalf, you become a Plan Participant as of the date a contribution is first received by the Plan Office on your behalf.

Certain full-time employees of the Union and the Joint Apprenticeship Trust are also allowed to participate in the Plan under rules approved by the Board of Trustees. Former Bargaining unit personnel who qualify as “alumni” under Internal Revenue Service rules also may participate in the Plan.

There is no requirement that an employee work a minimum number of hours nor is there an age limitation or requirement for participation in the Plan. Contributions cease, however, upon a Participant’s termination of Covered Employment.

The Board of Trustees is authorized to enter into reciprocity agreements with the Board of Trustees of other qualified IBEW sponsored retirement Plans upon terms mutually agreeable and lawful. Such agreements allow for the transfer of your pension benefits with the Plan to another defined contribution Plan, or vice versa, depending on your Home Local Union. The form and content of any such reciprocity agreement is at the discretion of the Board of Trustees. If you are working for an employer in an area covered by a different employee benefit plan sponsored by a different IBEW Local Union, you should contact the Plan Office to determine whether a reciprocity agreement exists. To qualify for this type of transfer, you must register online at a local union in the ERTS (Electronic Reciprocal Transfer System) before your contributions are transferred. Retroactive contributions are not made, so timely registration with ERTS is important.

As a Participant in the Plan you are automatically enrolled with Fidelity as part of the Plan. To participate, simply log on to Fidelity NetBenefits® at [www.fidelity.com/atwork](http://www.fidelity.com/atwork) or call the Fidelity Retirement Benefits Line at 1-866-84-UNION (1-866-848-6466) to select your investment allocations.

#### **B. Vesting**

You are 100% vested in your Individual Account subject to any Plan expenses and any decrease in the value of the Plan's assets. You do not lose your benefits because of a break in service. It is possible, however, that your pension benefit may decrease because the value of your Individual Account depends upon investment gains and losses, and the Plan's expenses.

Your Individual Account could reach a zero balance over time if you only work a few hours a year and your share of Plan expenses exceeds the Employer contributions paid on your behalf and your earnings. **(See also Section XI beginning on page 19-20 of this booklet for a summary of some of the circumstances which might cause a reduction, loss or delay in the payment of your benefits.)**

#### **IV. EARNING BENEFITS-EMPLOYER CONTRIBUTIONS**

Your pension benefit is funded by Employer contributions made on your behalf pursuant to collective bargaining agreements with IBEW Local 302. The contribution rates for each hour of your employment are set, from time to time, by the parties to such agreements. The Employer contributions to the Plan are not subject to withholding for FICA, FUTA or state or federal taxes. If you are a Participant in the Plan and you are eligible for a distribution from another tax-qualified pension plan, you may roll over that distribution into this Plan. The Plan also will accept transfers from another pension plan or from a rollover IRA, which is an IRA which previously received a rollover from a qualified pension plan, to the extent permitted by the Internal Revenue Code.

Your collective bargaining agreement may provide different rates of contributions to this Plan depending on your classification of employment. You should contact IBEW Local 302 for information on these classifications.

Your Employer is required to make contributions for your hours of work by the 20th day of the month following the month in which your hours of work were performed. Your Employer forwards to the Plan Office a transmittal form that contains the name and hours of work performed by each Covered Employee together with a payment to the Trust. The Plan Office credits your Individual Account with the amount of contributions made on your behalf.

#### **ALERT: IF YOU BELIEVE YOUR EMPLOYER IS NOT CONTRIBUTING THE FULL AMOUNT TO THE PLAN**

You **should notify the Union and the Plan Office immediately** if you are aware or suspect that your Employer has not contributed to the Plan on your behalf the full amount required under your collective bargaining agreement. If you fail to do so, your Individual Account may not be credited with the correct or full amount or there may be delays in the crediting of such amounts, resulting in lost earnings. **Contact BeneSys at (925) 208-9988 if you have concerns or questions.**

The Plan Office reviews your Employer's transmittal report for mathematical accuracy and notifies the Employer if there is an error in the Employer's contributions which requires correction. Employer payments are transmitted to the custodial bank which allocates sums contributed to this Plan. Each month the Plan Office makes the necessary computer entries reflecting the contributions made on your behalf.

The amount of Employer contributions made to the Plan for non-bargaining unit employees will be governed by individual Subscription Agreements entered into with the Plan and any rules adopted by the Board of Trustees.

The Plan accepts other types of contributions. If you are a Participant in the Plan and you are eligible for a distribution from another IRS tax-qualified defined contribution pension plan, you may roll over that distribution into this Plan. The Plan will accept trustee-to-trustee transfers from another pension plan or from a rollover IRA, which received a rollover from another qualified pension plan.

## **V. YOUR INDIVIDUAL ACCOUNT**

### **A. Valuation, Earnings, Expenses and Periodic Statements**

1. Daily Valuation. The value of your Individual Account is based on the amount of Employer contributions made to the Plan on your behalf and your earnings (which includes any asset appreciation), minus your share of the Plan's expenses and any asset depreciation. The Plan is valued each business day. Your account could also include rollover transfers.

2. Earnings. Because the amount in your account at retirement depends upon unforeseeable future earnings and expenses, the Plan cannot guarantee that a certain or fixed amount will be available in your account at retirement.

3. Expenses. The Plan incurs expenses for administration, record keeping, postage, data processing, printing, investment consulting, legal, auditing and other services which are paid on an ongoing basis from the Plan's assets. Your Individual Account is assessed your share of these Plan expenses. This charge may vary each year. Certain expenses attributable to one individual, such as in a divorce, may be assessed against that Participant's Individual Account. The Board of Trustees also may assess a minimum fee to be allocated to each account.

4. The Plan Accepts Rollovers. The Contra Costa County Electrical Workers Retirement Plan accepts rollovers from other eligible retirement plans. If you have other retirement plan accounts, you may be able to transfer your balances directly into the Contra Costa County Electrical Workers Retirement Plan account. Specifically, you may roll over amounts from the following sources to this Plan:

- qualified employee 401K or other pension plans;
- 403(a) and 403(b) annuity plans;
- government plans (Code Section 457 plans);
- Individual Retirement Accounts (previously rolled over from a qualified retirement plan).

Consolidating your accounts can make your retirement benefits easier to manage, while retaining the tax advantages you currently enjoy. Contact Fidelity at 1-800-343-0860 for rollover details and assistance with rollover eligibility and process questions. Keep in mind that fees may apply when closing and consolidating accounts. Moreover, the Plan does not permit a distribution of such rolled over amounts unless the Participant is otherwise eligible for a distribution (such as being retired).

### **How do I access my account?**

You may access your account online through Fidelity NetBenefits® at [www.fidelity.com/atwork](http://www.fidelity.com/atwork) or call the Fidelity Retirement Benefits Line at 1-866-84-UNION (1-866-848-6466) to speak with a representative or to use the automated voice response system, virtually 24 hours, 7 days a week.

**A L E R T : If You Find Errors in Your Information or Statement.**

**If you find errors in your statement you should notify the Plan Office immediately.  
If you notice any errors in your hours, contributions or otherwise or you have any questions regarding your statements, you should notify the Plan Office immediately.**

**B. Benefit for Certain Military Service.**

Pursuant to various military veterans' laws including the Veterans' Reemployment Rights Act and USERRA (Uniformed Service Employment and Reemployment Rights, Act), an authorized leave of absence due to certain military service in the United States Armed Forces is considered Covered Employment provided that you comply with the requirements of applicable federal law, the Plan and any rules established the Board of Trustees. **This Plan provides benefits only for military service for which the Plan is required to provide under applicable federal law.** The Plan also is in compliance with the Heroes Earnings Assistance and Relief Tax Act (known as "HEART"). (Covered Employment is employment under a collective bargaining agreement with IBEW Local 302 which requires employer contributions to the Plan.)

To be entitled to such benefits, you must have been working as a Covered Employee during the 90 days prior to your commencement in the Armed Service, have returned to work as a Covered Employee within the time required by federal law following your discharge from the Armed Service, have been honorably discharged, and served no more than five years in such military service. (Under federal law, there are some exceptions to this five year rule.) The Board of Trustees has the absolute discretion to determine whether you meet the military service requirements and may require that you certify periods of employment if the Plan is unable to determine your beginning and ending dates of employment and provide any other pertinent information or documentation.

USERRA applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services." These services include the Army, Navy, Marine Corps Air Force, Coast Guard, and Public Health Service Commissioned Corps. Federal training or service in the Army National Guard and Air National Guard also provide rights under USERRA. Uniformed service includes active duty, active duty for training (such as drills), and initial active duty training.

In determining your Employer contributions, the Plan will calculate the Employer contributions that were made to the Plan on your behalf based on the average of the contributions made on your behalf during the Plan Year immediately preceding the date you commenced such service, or if greater, by using the Plan Year in which you entered the Armed Services. Such amounts shall be considered an expense of the Plan to be shared among the Participants.

**C. Benefit and Contribution Limits**

Congress has established annual limits on Employer contributions that could apply to your Individual Account. The amount of contributions that can be allocated to your Account for any

Plan Year is limited by law to the lesser of 100% of your Compensation or the annual IRS-established dollar limit, which is \$50,000 for the Plan Year 2012, and which will thereafter be the amount set annually by law, adjusted periodically to account for inflation. This limitation does not apply to the amount of earnings that can be allocated to your Account, to the amount of any Rollover Contributions you can make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan. Although it is anticipated that these rules should not affect your benefits, they are contained in the Plan because of IRS requirements.

## **VI. APPLICATION AND ELIGIBILITY FOR BENEFITS**

### **A. Eligibility to Receive Your Benefits**

To receive your benefits once you are eligible for such benefits, you should contact the Union Office to confirm your eligibility for a distribution. Participants can then call Fidelity or go online to request the withdrawal. Withdrawal requests are processed the day received by Fidelity, if received by market close. If received after market close, they will be processed the next business day. The distribution is made shortly thereafter.

To avoid delays, you should submit:

- your intended retirement date or benefit commencement date;
- proof of age (your birth certificate), and that of your spouse if you are married (if you desire a joint and survivor annuity form of benefit);
- your social security number, and if married, your spouse's social security number;
- proof of marriage, if applicable (marriage certificate);
- Court-approved copy of any marital Final Judgment in your divorce action, including any settlement agreement or other pertinent divorce papers.

Benefits are paid as soon as it is administratively feasible after all contributions are received and your request is processed.

### **B. Reasons for Distribution of Your Benefits/Eligibility for Benefits**

To be entitled to receive your Plan benefits you must terminate your employment in the Electrical Industry and satisfy one of the following requirements:

1. Normal Retirement—Attain Age 60. You attain age 60, the Plan's Normal Retirement Age.

2. Limited Early Retirement Option/Suspension of Benefits.

a. Limited Early Retirement Benefit at Age 55. You may retire when you attain age fifty-five (55) or as of the end of any month thereafter prior to attaining age 60 and be entitled to a small portion of your retirement benefits with spousal consent. This early retirement benefit is the sum of the earnings for the previous four quarters allocated to your account or any amount equal to or less than ten percent of your Individual Account, whichever you so choose. By way of example, if you have \$100,000 in your account when you reach age 55, you are entitled to receive up to \$10,000 a year (i.e., 10% of your account balance) until you file for



normal retirement benefits. Alternatively, if your earnings for the previous four quarters exceeded 10%, your annual pension until you file for normal retirement age could be the amount of such earnings. The ten percent distribution is divided into twelve monthly payments.

b. Full Benefit Available at Age 60. Upon attainment of age sixty (60), you may elect one of the benefit options in the Plan (see pages 10-11 of this booklet), subject to the Plan's spousal consent requirements.

c. Prohibition of Electrical Industry Employment. To be entitled to the early retirement benefit, you must cease and refrain from work in employment for wages or profit in the electrical industry. There is an exception, however, for work in the electrical industry for an employer that has a current collective bargaining agreement with a different IBEW Local Union, so long as such work is covered under the applicable bargaining agreement. Such employment may be with one of the employers for whom the Pensioner worked while in the IBEW Local 302's jurisdiction but only if the Pensioner proves that there was a termination of employment consistent with the requirement of the Internal Revenue Code and lawful regulations.

i. Board Interpretation of Electrical Industry Work. "Electrical Industry" means all branches of the trade or craft and includes work of any kind for any employer performing work in the electrical industry (known as "prohibited employment"), whether as an employee, supervisor, sole proprietor, member of an unincorporated firm, officer or employee of a corporation, or any other capacity.

Such work includes limitation, hours for which you receive compensation whether for actual work, illness, incapacity, layoff, military duty or leave of absence. Such work also includes employment in which a salary is paid, employment in which you are considered an independent contractor, employment in which you will be entitled to a deferred benefit, or employment in which you receive anything of value in exchange for the services rendered. Such work also includes self-employment or being an employer.

ii. Suspension of Your Pension Benefits. **If you are employed in prohibited employment after being entitled to an early retirement benefit, your pension payments will be suspended for a period equal to the number of months during which your were so employed or by an amount equivalent to that period.** If you work one hour in prohibited employment during a calendar month, your pension benefits will be suspended for a full month.

iii. Advance Notice to the Plan of Your Anticipated Electrical Industry Work. You should notify the Plan in writing within five days after starting any work of a type that is or may be prohibited employment. Moreover, you are required, upon request, to timely furnish the Trustees with access to reasonable information for the purpose of verifying employment, including time sheets, logs or records, income tax returns, W-2 forms and any other employment or income-related records. You must also timely comply with any demand of the Plan to request information from an employer, contractor, subcontractor, union, government agency or other relevant persons or entities relating to any post-retirement employment.

iv. Seek Advance Determination Regarding Such Work. You should seek an advance determination from the Board of Trustees whether your specific contemplated employment will be prohibited under the Plan.

v. Plan's Notice of Benefit Suspension. The Plan will notify you of any suspension of your benefits by first class mail. The Plan will have the right to demand reimbursement for overpayments made prior to the Plan learning of your prohibited employment. If a lawsuit or court action is required to obtain the overpayment, the Plan will have the right to request reimbursement from you for attorneys' fees and costs of such action. The Plan also may offset any amounts owed to the Plan from any future benefit payments made for the Plan.

vi. Presumptions Regarding Such Employment. If the Plan becomes aware that you are engaged in prohibited employment and you have not complied with the Plan's reporting and notice requirement with regard to such employment, the Board of Trustees may act on the rebuttable presumption that you worked in prohibited employment for at least that month, and each month thereafter.

In addition, if the Plan becomes aware that you engaged in prohibited employment at a construction site and you did not comply with the Plan's reporting and notice requirements, the Trustees may act on the rebuttable presumption that you engaged in such employment for that employer for as long as that employer performed work at that site.

3. Lump Sum Distribution: \$10,000 or Less. A Participant who is no longer working in Covered Employment and has not had Employer contributions made on his or her behalf for 12 consecutive months or more may obtain a lump sum distribution of his or her Individual Account balance if the balance is \$10,000 or less (with spousal consent, if applicable).

4. Permanent and Total Disability. If you become permanently and totally disabled as determined by the Board of Trustees you will be entitled to your pension benefits. A disability is deemed permanent and total if a qualified physician satisfactory to the Board of Trustees certifies, based on medical evidence, that a physical or mental impairment prevents you from working in the Electrical Industry for remuneration for a long and indefinite period. (A chiropractor's opinion is not sufficient.)

If you are applying for disability benefits, you should submit medical reports from your attending physician(s). The Board may accept as evidence of total and permanent disability an award of Social Security Disability Benefits, or require any other evidence satisfactory to them that you are totally disabled to the extent that you are unable to perform work in the Electrical Industry. The Board may require that you submit further information or undergo a medical examination at any time.

The Board of Trustees may periodically require satisfactory evidence of continued disability. You must provide the Plan with such proof of your disability as is deemed necessary. The Board of Trustees has the sole discretion to determine whether you are disabled.

5. Participants Who Become Contributing Employers. If a Participant becomes an employer or a principal of an incorporated employer in the Electrical Industry and that employer has made contributions to this Plan on behalf of Covered Employees for at least twelve

consecutive months, the Participant is entitled to receive a lump sum distribution of his or her interest in the Plan, subject to the Plan's spousal consent requirements and other applicable Internal Revenue Code requirements.

**WARNING – POTENTIAL ADVERSE TAX CONSEQUENCES**  
**(Pre-Age 55 Distribution-Potential Tax Penalties)**

Under the Internal Revenue Code, if you begin receiving your benefits from the Plan upon termination of employment before age 55, to avoid paying a penalty to the Internal Revenue Service (and the State of California, if applicable), your pension payments will have to be paid in a series of substantially equal periodic payments over your lifetime or the joint lives of you and a beneficiary, unless you meet the definition of disability or other exceptions in the Code, or you roll over the benefits to a traditional IRA or other qualified Employer pension plan.

**VII. PAYMENT OF BENEFITS**

A. Normal Forms of Benefit

1. Joint & Survivor Annuity. For a married Participant, ERISA requires that the Plan's normal form of retirement and disability benefit is a Joint and 50% Survivor Annuity (unless your Individual Account balance is \$5,000 or less). The Joint and Survivor Annuity provides a reduced lifetime pension, and after your death, a lifetime pension for your surviving spouse equal to one-half the monthly pension amount paid to you. If you select a Joint and Survivor Annuity benefit, the Plan will use your Individual Account balance to facilitate the purchase of an annuity from an insurance company or other entity at then current market rates or otherwise provide you with such a benefit. Monthly payments made directly from the Plan to you or your spouse will terminate when your Individual Account balance reaches zero if you and/or your spouse live longer than the ages projected under applicable tables. With the consent of your spouse you may waive the Joint and Survivor Annuity and select one of the benefit options described in Section B below.

2. Spousal Waiver/Beneficiary Designation. Pursuant to federal law, if you are married, you are not permitted to designate a beneficiary other than your lawful spouse without your spouse's written consent. Moreover, if you are married, your spouse's election to select a benefit other than the Joint and Survivor Annuity is effective only if your spouse provides written consent to such election, such consent is witnessed by a Plan representative or notary public and a beneficiary is designated with the spouse's consent. Neither the beneficiary nor the form of payment can be changed without spousal consent. If you subsequently desire to revoke such beneficiary designation and choose another non-spouse beneficiary, your lawful spouse must consent to such revocation and alternative beneficiary selection.

If you retire on a Joint and Survivor Annuity and subsequently divorce your spouse, your pension will not be increased to the level you would have received had this coverage not been provided. In most instances (i.e. unless a court order provides otherwise), your former spouse will continue to be entitled to his or her portion of your pension. Moreover, if you subsequently remarry, you may not transfer your former spouse's benefit to your new spouse.

3. Single Life Annuity Single Participant. Under federal law the normal form of benefit for a single Participant is a single life annuity, which is a series of monthly pension payments intending to extend for the balance of your life. A married Participant, with spousal consent, also may select this form of benefit. If you choose this option the Plan will use your Individual Account balance to facilitate the purchase of an annuity from an insurance company or other entity at then current market rates, or determine your monthly benefit based on standard life expectancy tables as required under applicable law. Regardless, monthly payments made directly from the Plan will terminate when your Individual Account balance reaches zero even if you live longer than the age projected under the life expectancy tables.

B. Other Benefit Options

The Plan contains the following benefit options that you may elect in lieu of the Joint and Survivor or Life Annuity once you are entitled to commence receiving your benefits, subject to the Plan's spousal consent requirements:

1. Lump Sum Payment. You may choose a lump sum distribution of your entire Individual Account balance upon reaching age 60 and retirement or upon qualifying for a total and permanent disability.

2. Periodic Payments. You may elect to receive consecutive monthly payments not to exceed your life expectancy or the joint life expectancies of you and a designated beneficiary, until your account is exhausted. The payment formula is designed to pay your entire Individual Account over the term of years selected. If you should die before receiving your entire account, the balance will be paid to your beneficiary.

The periodic payment will terminate when the account is exhausted, which may occur if the Participant lives longer than the period of payments selected. The periodic payments and any other payment option under the Plan may be facilitated through an insurance company or other entity or provided in any manner deemed reasonable the Trustees or their delegate, and subject to Internal Revenue Code distribution requirements.

**Commencement Date for Periodic Payments**

For any benefit option set forth above in which monthly or other periodic payments are made to a Participant or beneficiary, the benefits will commence as of the first day of the month following the date a Participant has reached his designated retirement age and has otherwise satisfied the conditions of eligibility. By way of example, a Participant who attains age 60 (or any other age, such as 55, the Plan's early retirement age) on June 1 or 2 or any other date in June will have his pension commence as of July 1. This also applies to any monthly payments commencing prior to early retirement date, such as for a termination of employment and/or disability retirement.

3. Specified Monthly Payments. You may elect a designated monthly pension payment in \$100 increments.

## A L E R T

### YOU MUST RECEIVE MANDATORY DISTRIBUTION AT AGE 70½

Pursuant to Internal Revenue Code requirements, by April 1 of the year following the date you attain age 70-1/2, your monthly benefit may have to be increased to ensure that the payment period for your pension does not exceed your life expectancy or the joint life expectancies of you and a designated beneficiary. See Article VIII on the next page of this booklet.

4. Convert or Adjust Monthly Payments. If you selected either the periodic payment option or the level payment option, you may convert either such option to a lump sum benefit upon a written request to Fidelity. You may adjust the monthly payments made under either option only once in a calendar year. The rule above under the heading "alert" also applies to any adjusted or converted benefit.

5. Joint and 75% Survivor Annuity. This benefit form pays to the designated beneficiary 75% of the amount payable to the Pensioner. The Plan would use your Individual Account to purchase a joint and 75% Survivor Annuity through Fidelity or from an insurance company or other entity.

The Joint and Survivor Annuity extends protection over two lifetimes. The monthly amount of pension payable to you and your spouse under the Joint and Survivor Annuity is based on the life expectancy of you and your spouse. Benefit levels are adjusted accordingly. During your lifetime, you will receive monthly benefits at a lower level than you would with the Life Annuity form. Moreover, if your spouse is much younger than you, benefits will be reduced more than if you were close to the same age or if your spouse is older than you. The reason is that statistically speaking, the younger spouse is likely to receive benefits over a longer period of time. To obtain an estimate of the amounts, please contact Fidelity.

#### C. Electronic Deposit of Pension Payments

If you are receiving monthly payments the Plan Office strongly recommends that you have your monthly benefit directly deposited electronically into an account at a bank, savings and loan, credit union, or other financial institution to increase efficiency and to reduce the possibility of theft. You must complete the Fidelity form and return it to Fidelity to identify the financial institution which will receive your electronic deposit.

#### D. Participant Loans

1. Minimum and Maximum Amount of Loans. Although your Plan account is intended for the future when you are retired, you may borrow from your account. The Plan allows you to borrow up to 50% of your Individual Account balance for any purpose. The minimum loan amount is \$1,000, and a loan must not exceed \$25,000. You then pay the money back into your account, plus interest, through the Automated Clearing House (ACH) Service in monthly after-tax installments from your bank account up to a maximum period of five years.

Any outstanding loan balances over the previous 12 months will reduce the amount you have available to borrow. You may have multiple loans outstanding at any time.

**2. Loan Fees/Requesting a Loan.** The cost to initiate a loan is \$50.00 (loan set-up fee). There is also a quarterly loan maintenance fee of \$6.25. The initiation and quarterly maintenance fees will be deducted directly from your individual plan account. If you are married, spousal consent will be required for a loan. To learn more about or to request a loan, log on to Fidelity NetBenefits® at [www.fidelity.com/atwork](http://www.fidelity.com/atwork) or call the Fidelity Retirement Benefits Line at 1-866-84-UNION (1-866-848-6466).

**3. Interest Rate.** You will be charged a reasonable rate of interest (the Reuters prime rate plus one percent) on any loan that you take from the Plan.

**4. Loan Default.** Loan proceeds are generally taken pro rata from investment funds in which your account balance is invested. All payments of principal and interest that you make on a loan will be credited to your account. If you fail to make payments when they are due under the loan terms, you will be considered to be in "default." A loan in default may be treated as a distribution from the Plan, thus resulting in taxable income to you. In any event, your failure to repay a loan will reduce the benefit that you would otherwise be entitled to from the Plan. If you fail to repay your loan (based on the original terms of the loan), it will be considered in "default" and treated as a distribution, making it subject to income tax and possibly to a 10% early withdrawal penalty (and state tax penalties). A loan is considered in default when 4 payments are in arrears. If you default on a Participant loan, you will not be eligible for another Participant loan for at least five years from the date of the default. If you default on a second Participant loan, you will not be eligible for any additional Participant loans. Be sure you understand the Plan guidelines before you initiate a loan from your Plan account.

**5. Military Leave.** If you are on certain qualified military leave while you have an outstanding loan, you may qualify for a postponement of your loan payments.

## **VIII. IRS AND OTHER DISTRIBUTION RULES/DIVORCE ORDERS (ODROS)**

### **A. IRS Required Distributions**

Under the Internal Revenue Code, the Plan must commence paying your benefits no later than April 1 following the year you attain age 70½ or the date you retire, whichever is later. This is known as your Required Minimum Distribution or "RMD". Although you may take your first RMD by the end of the calendar year in which you turn 70-1/2, you can delay taking that first distribution until April 1 of the year following the year in which you turn 70-1/2. If you choose to delay the first RMD, you will have to take two distributions in that same year (the second one by December 31). Consequently, you will want to compare the advantage of leaving the money in your account with the tax consequences of taking two distributions in one year. All subsequent RMDs must be taken by December 31 of each year.

A Participant who attains age 70-1/2 may elect to receive his or her benefits regardless of whether he or she retires. Upon attainment of age 70½, the Plan must, if you are receiving periodic or specified monthly payments, the Plan must ensure that your payments are paid over a period that does not exceed your life expectancy or the life expectancy of you and a designated

beneficiary. Your RMD is calculated each year according to IRS guidelines. If you take only your RMD, the remaining part of your Individual Account balance can remain in the Plan and continue to be tax-deferred. You can take more than the minimum. **Not taking the RMD, however, will result in a significant penalty.** (If you own five percent or more of a contributing employer, the Plan will be required by IRS rules to commence paying your benefit at age 70-1/2 even if you are still working.)

Federal income tax withholding applies at the rate of 10% unless you elect some other rate or you elect not to have withholding apply. Certain states also require withholding. You will owe income tax on the distribution. You cannot roll the RMD portion of your pension into an IRA or retirement plan.

**WARNING—POTENTIAL IRS PENALTY ASSESSED AGAINST YOU**

(If your benefits are not paid at Age 70-1/2)

The IRS assesses a severe penalty against you if you do not begin receiving your pension benefits by April 1 of the year following the date you attain age 70-1/2 or the date you retire, whichever is later. If you are a 5 percent owner you must begin receiving your benefits at age 70-1/2 even if you are still working.

**B. Internal Revenue Code Distribution Rules**

Pursuant to the Internal Revenue Code, the Plan contains certain other benefit distribution rules. First, if you die after payment of your Individual Account has commenced and a portion of your Individual Account remains to be paid, the payments to your beneficiary must be made at least as rapidly as provided in the form of payment being made at the time of your death.

Second, if your death occurs before distribution of your Individual Account has begun, distribution of your Individual Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death. If, however, your benefits are payable to a designated beneficiary, the distribution may be made over the life (or life expectancy) of the designated beneficiary, but payments must commence on or before December 31 of the year immediately following the year in which you died. If your spouse is the beneficiary, however, he or she does not have to commence receiving benefits until the April 1 following the year you would have attained age 70-1/2.

**C. Your Benefits Cannot be Assigned in Most Situations**

Your creditors cannot garnish or levy upon your Individual Account except for a proper Internal Revenue Service tax levy. In addition, you cannot assign or pledge your Account except as collateral for a Participant loan from the Plan or as directed through a Qualified Domestic Relations Order (QDRO) as part of a divorce, child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-spouse or your children). The Plan has procedures for processing QDROs, which you can obtain free of charge from Fidelity. See Section D below.

#### D. Rights of Former Spouse - Domestic Relations Orders

If you are divorced your former spouse may be entitled to a portion or your entire pension. The Plan is required by federal law to comply with a court order that awards a portion or all of your pension benefits to a former spouse, child or other alternate payee if the order qualifies as a Qualified Domestic Relations Order ("QDRO") as defined in ERISA.

A QDRO is a court order that creates or recognizes the existence of a former spouse's or child's (or other alternate payee's) right to receive all or a portion of your accumulated pension benefits.

Benefit payments to a former spouse under a QDRO do not begin until the earliest date that the Participant would be eligible to receive a payment from the Plan (if permitted by the QDRO), unless the parties agree to an earlier distribution.

When you file your Pension application, you are required to provide Fidelity with information on any pending or prior divorce action (even old divorce orders). This includes a Final and/or Interlocutory Judgment, marital settlement agreement and any related documents.

#### **PENDING DIVORCE MAY DELAY OR AFFECT YOUR PENSION**

Unresolved disputes regarding a divorce and your pension benefits may delay payment of your pension.

If the Plan is notified of a pending divorce action or receives a court pleading known as a "Joinder Request" or a similar document, the Plan has the discretion to delay paying your Plan benefits for a reasonable period to allow time for the parties to prepare a QDRO, even if your pension application is on file. If it appears that your former spouse or other alternate payee is seeking only a portion of your pension, the Plan may, at its discretion, distribute to you that portion of your pension benefit that is not addressed by the pending QDRO. Moreover, if a spouse or other person fails to pursue a QDRO in a timely manner, the Plan may proceed with a partial or total distribution.

You, your spouse or former spouse may request the Plan's procedures for handling domestic relations orders which includes a sample order containing language acceptable to the Plan. **You or your attorney (or your spouse or his or her attorney) may submit a proposed QDRO to the Plan's legal counsel prior to submission to a court. Counsel will then provide notice of any required changes**

#### E. Overpayments Recoverable by the Plan

As a Participant or beneficiary, you are entitled only to the amount and form of benefits described in the Plan document, as amended from time to time. If you receive an improper amount or benefit from the Plan and you become aware of that fact, the Plan requires that you notify the Plan Office of the overpayment and repay the excess amounts.



If you or any beneficiary receives an overpayment of benefits, the Plan will reduce or offset any future benefits to recover the overpayment, unless other arrangements can be made to the satisfaction of the Board of Trustees for the recovery of the overpayment. The Plan will withhold at least 25% of your pension payments until the overpayment is recovered by the Plan and to the extent permitted by law, the Plan may withhold up to 100% of your monthly payments until an overpayment is recouped. The Plan is also authorized to offset lost earnings on the overpayments and reimbursement to the Plan for any attorney fees and costs incurred by the Plan as a result of the overpayment. The Plan may also file a claim against your estate or any other person or entity if amounts are still owed at your death and there are insufficient funds, including any death benefits payable to your beneficiary, to recover the overpayment. Any funds owed by a Participant to the Plan will be deducted from any death benefits that may be payable as a result of the Participant's death.

#### **IX. DEATH BENEFITS/PRERETIREMENT SURVIVOR BENEFITS**

If you die before retirement or withdrawal of your Individual Account, ERISA requires that your surviving spouse be entitled to a Preretirement Survivor Annuity, which is a survivor pension for life equal to the amount of monthly benefits that can be provided by your Individual Account balance. That annuity is not payable, however, until the Participant would have attained age 55. If your spouse desires such an Annuity, the Plan will use your Individual Account balance to facilitate the purchase of an annuity from an insurance company or other entity at then current market rates or the Plan will otherwise provide the spouse with this benefit.

Upon your death your spouse may, however, waive the joint and survivor annuity and instead elect payment in a lump sum or one of the other benefit options provided in the Plan as summarized above. Non-spouse beneficiaries are entitled to a lump sum distribution upon your death.

**Any death benefit payable to a minor under age 18 may be paid to the legally appointed guardian of the minor or, if there be no such guardian, to such adult(s) who has, in the discretion of Plan representatives, assumed principal support of a minor. The Plan may also decide to distribute benefits to a minor, depending upon the circumstances. The Board, and its delegate, have absolute discretion in making such determinations and may delay making a distribution until a beneficiary attains age 18.**

#### **X. DESIGNATION OF BENEFICIARY**

You should provide the Plan with the name and address of your beneficiary or beneficiaries.

You may change your beneficiary at any time, except if you are married, your lawful spouse must consent to any beneficiary designation (other than the spouse) and the form of benefit (if not the joint and survivor annuity). Each designation of beneficiary or beneficiaries must be in writing, signed, in a form acceptable to the Plan and filed with the Plan during your lifetime.

If no beneficiary has been designated or no designated beneficiary has survived you, the Plan will distribute the balance in your account to your spouse, if any, and if there is no surviving spouse, in equal shares, to your children, natural or adopted; if none survive you, to your parents; then to your brothers and sisters; finally to your estate if there are no survivors.

How do I designate my beneficiary? When you enroll with Fidelity or if you experience a life changing event such as marriage, divorce, birth of a child, or a death in the family, you should consider making or changing your beneficiary designation. Pursuant to federal law, if **you designate your beneficiary online and are married and do not designate your spouse as your primary beneficiary, your spouse must provide notarized spousal consent. To add, view or change your beneficiary, log on to NetBenefits® at [www.fidelity.com/atwork](http://www.fidelity.com/atwork) and click on “Beneficiaries” in the About You section of your profile.**

**ALERT: Divorce Invalidates Beneficiary Designation**

If you divorce, any previous designation of your former spouse as a beneficiary prior to your retirement is automatically revoked and is no longer valid. **Thus, when your divorce is final, you should immediately change your beneficiary.**

**SECOND ALERT: Marriage Invalidates Beneficiary Designation**

If you marry, any previous designation of a beneficiary other than your new spouse prior to your retirement is automatically revoked and is invalid. **Thus, upon becoming married, you should immediately change your beneficiary (subject to the Plan's spousal consent requirements).**

**XI. POTENTIAL LOSS OR DELAYED PAYMENT OF BENEFITS**

You or your beneficiary could suffer a loss in the value of your Individual Account or have payments delayed in at least the following circumstances:

1. **Investment Losses.** The Plan may incur investment losses, such as the depreciation in the market value of the Plan assets, reducing the value of your Account.
2. **Divorce or Child Support Order ("QDRO").** Pursuant to a Qualified Domestic Relations Order, a Court may award a spouse, former spouse, child or other dependent a portion or all of your Individual Account. Payment may also be required by a Court order to be paid to a county or state child support agency.
3. **Plan Expenses.** Your share of Plan expenses reduces the value of your Individual Account.
4. **Fail to File Complete Application.** If you fail to file a completed application or other forms required by the Plan Office, there will be a delay in the payment of your benefits.
5. **Incomplete Information/False Statements.** If you fail to provide information or give false information to verify disability, age, beneficiary information, marital status or other vital information, payment of your pension will be delayed or or stopped.

If you make a false statement to Fidelity or Plan representatives regarding the payment of benefits or other issues related to the Plan, you will be liable to the Plan for any benefits paid in reliance on such false statements or information, and any attorney fees and costs incurred in effecting recovery or which were incurred as a result of the false statement or information. This includes but is not limited to costs incurred by the Plan Office, attorney fees and interest charges. The Plan may deduct any such fees and costs from any benefits otherwise payable to you, a beneficiary, your estate or other persons.

6. **Disappear/Returned Mail.** If the Plan Office is unable to locate you for five years (for example, your annual statement is returned in the mail and the Plan does not have your address), the Plan may close your account. It is your responsibility to notify the Plan of any new mailing address. The Plan uses the address on file as the address of record for you and your beneficiaries. Failure to keep your address current could reduce or postpone payment of your benefits. The Plan may charge the costs of locating missing participants against the Individual Accounts of separated participants with incorrect addresses.

7. **IRS Contributions Limits.** The annual Employer contributions to the Plan on your behalf cannot exceed the maximum amount allowed by the Internal Revenue Code and applicable IRS regulations. Although the Board of Trustees does not foresee this occurring, the Plan contains language to address this situation.

8. **Employer Delinquencies.** If your Employer fails to make contributions to the Plan on your behalf for your Covered Employment, you may lose benefits to which you would otherwise be entitled (or at a minimum, lose earnings on the delayed contributions).

In addition, pursuant to Internal Revenue Service requirements, certain Employer delinquencies are considered Plan expenses to be shared by all Plan Participants. Thus, if there are serious delinquencies by a contributing Employer, the Plan's expenses could increase, resulting in a decrease in the value of your Individual Account even though you do not work (or have not worked) for the particular delinquent employer(s).

9. **Prohibited Employment.** If you perform ANY work in the Electrical Industry after your retirement, your pension benefits will be suspended and/or postponed.

10. **Default on a Participant Loan.** If you default on a Participant loan you will lose your entitlement to such defaulted amount, be required to pay state and federal income tax on the defaulted amount, and you could be assessed a tax penalty by the IRS and the state.

11. **Refund Overpayments.** If the Plan mistakenly makes an overpayment to you or your beneficiary, you or your beneficiary will be required to reimburse the Plan. Moreover, if the Plan is forced to incur legal fees and costs to recover an overpayment, you and/or your beneficiary will be responsible for such fees and costs.

12. **Time Lag in Distribution.** Because there might be a time lag between the time you request and receive a distribution of your Plan benefits, there might be a difference in the fair market value at the time you ask for the distribution and when you receive the distribution.

## **XII. DEFERRAL OF TAXES/ROLLOVERS**

### **A. Deferral of Taxes**

An advantage of this Plan is that non-taxed employer contributions to the Plan accumulate non-taxed earnings for your retirement. **You will pay taxes only when you receive your benefits.** The amount of taxes you will owe will depend on when and how your benefits are paid to you and based on the tax laws in effect at the time.

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from Fidelity at the time of any benefit distribution. Regardless, **you should consult your tax advisor to determine your personal tax situation before taking a distribution from the Plan.**

Congress passed a law imposing a 10% penalty on early lump sum distributions, except for distributions on account of certain disabilities, death, and distributions upon termination of employment at age 55 or older, among other reasons. Thus, if you receive a lump sum distribution of any share of Plan interest prior to age 55, the IRS could assess a 10% penalty and the State of California a 2.5% penalty on the distribution. The penalty applies if you default on a loan or receive disability benefits but are not totally disabled as defined in the Internal Revenue Code. The California Franchise Tax Board assesses a 2-1/2% penalty for the same reasons.

The Plan is required by federal law to withhold for taxes 20% of certain lump sum and other distributions from the Plan (see section B below). For monthly or other periodic payments, federal income tax will be withheld unless you elect otherwise.

### **B. Tax Withholding Rules on Pension Payments**

The Plan will withhold federal income taxes from your pension payments unless you elect otherwise. When you retire, you must complete the appropriate Fidelity Investments form designating whether you wish federal and state tax withholding. (As explained in Section C of this Article, tax withholding is required for certain distributions.) **You are encouraged to consult with a tax advisor to discuss your payment and withholding options and the tax consequences of a distribution.**

#### **WARNING REGARDING INSUFFICIENT TAX WITHHOLDING**

The federal and state tax withholding on your pension payment may be insufficient to meet your tax obligations, particularly if you take a large partial or total distribution from the Plan. **The Plan distribution, which will increase your taxable income, may, in many instances, place you in a higher tax bracket requiring a tax payment of much more than the 20% or smaller tax withholding (plus there may be a greater state tax).**

Participants who choose to take a distribution are responsible for satisfying the IRS' distribution rules and any tax consequences of the distribution. Distributions to Participants are reported

annually on IRS Form 1099R, which is sent to you (and the IRS) in January following the calendar year in which the distribution was issued.

### C. Rollovers and Tax Withholding Rules

**The rollover rules apply only when you are entitled to receive your benefits by meeting the eligibility requirements summarized in Section VI-B on pages 9-12.** Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment. You should contact Fidelity if you have questions about a particular distribution.

If you are eligible to receive your benefits in a lump sum or in periodic payments of less than ten years, your distribution qualifies for "rollover" treatment and can be taken in two ways. Any portion of a distribution that is a required minimum distribution under IRS rules is not eligible to be rolled over. You may have all or any portion of your pension either 1) paid in a "DIRECT ROLLOVER" or 2) paid to you. A rollover is a payment of your Plan benefits to an individual retirement arrangement (IRA) (except for Roth IRA's) or to another qualified employer plan. This choice will affect the tax you owe, as follows:

Surviving Spouses and Alternate Payees may also roll over certain distributions from the Plan. Required distributions such as when you attain age 70½ or retire, whichever is later, cannot be rolled over pursuant to Internal Revenue Code requirements.

You have two ways in which you can roll over your funds. This choice will affect the tax you owe as follows:

1. Direct Rollover. If you choose a DIRECT ROLLOVER:
  - Your payment will not be taxed in the current year and no income tax will be withheld.
  - Your payment from the Plan must be made directly to your IRA or if you choose, to another qualified employer plan that accepts your rollovers.
  - But, your payment will be taxed later when you take it out of the IRA or employer plan.
2. Paid Directly to You. If you choose to have your Plan benefits PAID TO YOU
  - You will receive only 80% of the payment, because the Plan Office is required by law to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. (This is so even if you later decide to roll over your pension distribution within 60 days of your receipt of it.)

- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. If, however, you receive the payment before the Plan's early retirement age of 55, you also may have to pay an additional excise tax.
- You can roll over all or part of your payment to your traditional IRA or to another eligible Employer plan that accepts your rollover within 60 days after you receive the payment. The amount rolled over will not be taxed until you take it out of the traditional IRA or the eligible Employer plan.
- If you want to roll over 100% of the payment to a traditional IRA or an eligible employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and was not rolled over.

#### D. Your Right to Waive the 30-Day Notice Period

Generally, neither a Direct Rollover nor a payment can be made from the Plan until at least 30 days after your receipt of the IRS rollover rules notice. When you desire your benefits, you will have 30 days to consider whether to have your withdrawal directly rolled over. If you do not wish to wait until this 30-day notice period ends before your election is processed, you may waive the notice period by making an affirmative election indicating whether you wish to make a Direct Rollover. Your withdrawal will then be processed in accordance with your election as soon as practical after it is received by the Plan Office.

#### E. Distributions Not Eligible for Rollover

You cannot roll over a distribution made (1) in a series of equal (or almost equal) periodic payments for your life or the joint lives of you or your spouse or other beneficiary, or (2) as a "required minimum payment" beginning on April 1st of the year after the year during which you reach age 70-1/2 (or thereafter). Thus, you may not rollover your monthly Pension received under a Joint and 50% or 100% Survivor Annuity or a Life Annuity. Nor may a Preretirement Survivor annuity paid to your surviving Spouse be rolled over. In addition, the amount of a Participant loan from the Plan that becomes a taxable deemed distribution because of a default cannot be rolled over. There may be other benefits that may not be rolled over. You may want to consult with a tax advisor.

### **XIII. CLAIMS AND APPEAL PROCEDURE**

#### A. Claims and Appeal Procedure

The Plan, which is available for review by appointment at the Plan Office, or upon written request of the Plan Office, contains a claims and appeal procedure that must be followed. Be sure to read the claims procedure carefully before filing a claim or a lawsuit regarding your pension or the Plan.

The purpose of the claims procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without necessitating costly litigation and attorneys' fees. **No lawsuit affecting the Plan may be brought unless the Plan's appeal procedure is followed first.**

B. Denial of Claim and Appeal Rights

Under the procedures set forth in the Plan and as is required by ERISA, if your claim for a pension benefit is denied in whole or in part, you will receive a written explanation including the specific reasons for the denial. You then have the right to have the Board of Trustees review and reconsider your claim.

To have your claim reviewed or if an issue is not resolved or you or any beneficiary disagrees with any act, omission or decision by the Plan Office, you must file with the Plan Office a written appeal within 60 days of your receipt of the Board's initial denial of your claim or other adverse action. Your appeal must state the specific reasons the denial of the claim or other adverse action was in error. **If you fail to submit your written appeal within that period, there will be no review of your claim.**

You may submit supporting documents or records, and you may examine Plan records pertinent to your dispute. You have the right to representation throughout the review procedure.

If you believe that you are entitled to a non-Disability related benefit that you are not receiving, you can make a written request to the Plan (or its representative) for the benefit. If your request is denied, you will be informed by written notice within 90 days after the Plan received your request.

If you timely file an appeal, a review of your appeal will be held and a decision rendered by the Board of Trustees by the next regularly scheduled Trust meeting, unless the appeal is received within thirty days of such meeting or special circumstances exist requiring additional time. You may request or you may be requested by the Board of Trustees to appear at a hearing on your appeal. The Board of Trustees, however, has the sole discretion whether to hold a hearing and whether to allow you to appear at such a hearing.

The decision on review will be in writing and, if your appeal is denied, will include the specific reason(s) for the denial. There is no mandatory arbitration of any denied claim or appeal. The parties may mutually agree on arbitration but that is voluntary only.

If the Board of Trustees needs more than 90 days to review your claim for benefits, you will be advised by written notice within 90 days after receipt of your claim. The notice will inform you why the Plan needs more time (which cannot exceed an additional 90 days), and the date by which you can expect a decision.

C. Disability Claims and Appeals

Appeals involving disability claims and/or determinations are required to be reviewed within 45 days of the Plan's receipt of the appeal unless special circumstances exist. An extension of time not exceeding 30 days may be necessary due to matters beyond the control of the Plan. The notice of extension will include in addition to the reasons for the denial, the standards on which

entitlement to the benefit is based; the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The Claimant would have at least forty-five (45) days to provide the specified information, if any. The deadline for the Board of Trustees to render its decision is tolled from the date on which the notification of the extension is sent to the Claimant until the date a response from the Claimant is received.

Any notice of an adverse benefit determination shall include, in addition to the reasons for the denial (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination (if applicable); and (2) an explanation of the scientific or clinical judgment for the determination if the adverse benefit determination was based on medical necessity or other similar exclusion or limitation.

If the application for benefits of a claim is denied, the Claimant or the Claimant's duly authorized representative may petition the Board of Trustees for review of the decision. The petition for review shall be filed by the Claimant or the Claimant's duly authorized representative with the Plan Office within one hundred and eighty (180) day of receipt of the notification of adverse benefit determination. The Claimant shall have access to relevant documents, records and other pertinent information, including any statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination. The Board of Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on a medical judgment, the Board of Trustees shall consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall be different from any individual consulted in connection with the initial determination nor the subordinate of any such person.

The Claimant shall be notified of the decision of the Board of Trustees in writing. Any notice of adverse benefit determination shall include, in addition to the reasons for the denial, (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the termination if the denial was based on medical necessity or other similar exclusion or limit.

#### D. One Year Limitation Period for Filing Lawsuits

Upon exhausting the above claims and appeal procedures, if you are still not satisfied, your next step is to file a lawsuit if you so desire and such lawsuit is permitted under ERISA or other applicable law. **No legal action may be commenced or maintained against the Plan, a Trustee, the Board of Trustees, or other person or entities involved with the denial or decision on appeal more than one year after the determination of your appeal by the Board of Trustees, or if not a formal appeal, one year after the act or omission of which you are questioning.**

### **XIV. AMENDMENT/TERMINATION/MERGER OF PLAN**

#### A. Amendment of Plan

The Board of Trustees may amend the Plan at any time.



Any amendment may apply to all groups and/or Participants covered by the Plan or only to certain groups of Participants. Retroactive amendments may be made to the extent permissible under ERISA and other applicable law. Except as permitted or required by applicable law, an amendment may not divest accrued benefits that have previously been vested.

B. Merger or Consolidation or Transfer of Assets

In the event of a merger or consolidation of the Plan with or transfer in whole or in part of the assets or liabilities of the Plan to any other pension plan, each Participant is entitled to a benefit immediately after the merger, consolidation or transfer which is at least equal to the benefit such Participant would be entitled to receive before such merger, consolidation or transfer. The Plan will accept the transfer of assets from another Plan upon approval of the Board of Trustees.

C. Termination of Plan

The parties to the different bargaining agreements may terminate the Plan in whole or in part. Although there is no intent to terminate the Plan, there is no guarantee that the Plan will last forever.

In the event of termination or partial termination of the Plan, the assets then remaining, after providing for the expenses of the Plan and for the payment of any Individual Account theretofore approved, would be distributed among Participants, and each Participant would be 100% vested in his or her accrued benefits and shall receive that part of the total remaining assets in the same ratio as his or her Individual Account bears to the aggregate amount of the Individual Accounts of all Participants. The assets are not returned to any Employer (unless the Employer is a Participant in the Plan).

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 will have no further rights or claims.

**XV. ADDITIONAL INFORMATION REQUIRED BY ERISA**

A. Name and Type of Plan

The name of the Plan is the Contra Costa County Electrical Workers Retirement Plan. The Plan is a money purchase pension plan exempt from federal income tax under Section 401(a) of the Internal Revenue Code.

B. Plan Administrator

The Board of Trustees is the Plan Administrator of the Plan. The Board of Trustees is responsible for ensuring that information regarding the Plan is reported to governmental agencies and disclosed to Plan Participants and beneficiaries in accordance with ERISA.

C. Agent for the Service of Legal Process

The person designated as agent for service of legal process is:

Richard K. Grosboll  
Neyhart, Anderson, Flynn & Grosboll  
369 Pine Street, Suite 800  
San Francisco, CA 94104-3323  
415-677-9440, Ext. 130

Service of legal process may also be made upon the professional Plan Administrator, Plan Trustee, or the Board of Trustees, at the addresses listed on page iv of this booklet.

D. Plan Year

The Plan Year commences on January 1 and ends on December 31.

E. Employer Identification Number

The Internal Revenue Service Employer Identification Number (EIN) for this Plan is 94-6114525. The Plan Number is 001.

F. Funding Contributions and Collective Bargaining Agreements and Fund Medium

The Plan is maintained in accordance with collective bargaining agreements between the IBEW Local 302 and NECA, Contra Costa Chapter, and different individual employers. There are no employee contributions.

The Plan Office will provide you upon written request with information on whether a particular employer for whom the Participant is employed is contributing to the Plan and, if the employer is a contributor, the employer's address.

Assets of the Plan are held in Trust.

## **STATEMENT OF ERISA RIGHTS**

**A. Your Rights as a Participant.** 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 Participants are entitled to:

- Examine without charge at the Plan Office and at other specified locations such as worksites and the union office, documents governing the Plan, including collective bargaining agreements and the annual report (Form 5500 series) filed with the Department of Labor.
- Obtain copies of Plan documents and other information required by law to be furnished upon written request to the Plan. Pursuant to ERISA, the Plan Office may require that you pay a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report, known as a Summary Annual Report ("SAR"). The Plan is required by law to furnish each Participant with the SAR.
- Receive a statement showing the value of your pension benefits once a year, upon written request.

**B. Prudent Action by Fiduciaries.** In addition to creating rights for Plan Participants, ERISA imposes duties upon the people responsible for operating the Plan. The people who operate your Plan, called "fiduciaries," 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 or entity, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

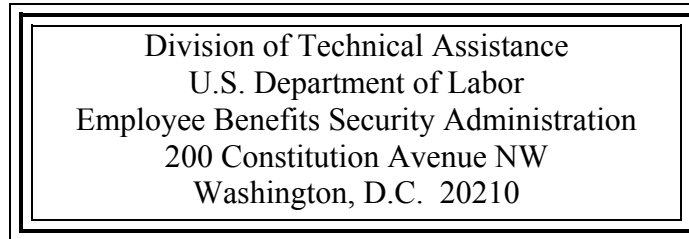
**C. Enforcing Your Rights.** If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain documents (specified in ERISA) from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator 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 Administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, and which is upheld on appeal (or ignored), you may file a lawsuit. 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 a lawsuit. **Any lawsuit must be filed within one year of the Trustees' determination on appeal or otherwise.**

If it should happen that Plan fiduciaries misuse the Plan's money or other assets, 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 in a federal court.

If you file a lawsuit, the court may decide who should pay court costs and legal fees. If you are successful, the court may order the person(s) you have sued to pay your costs and fees. If you lose, the court may order you to pay the Trust's or other defendants' costs and fees (e.g., your claim was frivolous).

**D. Assistance If You Have Questions.** If you have any questions about this statement, the Plan or about your rights under ERISA or if you need assistance in obtaining Plan documents you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory (or which can also be found at the EBSA website at [http://www.dol.gov/ebsa/aboutebsa/org\\_chart.html](http://www.dol.gov/ebsa/aboutebsa/org_chart.html)) or:



You can call the Employee Benefits Security Administration at (966) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security administration.

**You may find answers to your question(s) at <http://www.dol.gov/ebsa/welcome.html>. This website also contains a list of EBSA offices.**