

**WECA ATC RETIREMENT PLAN AND TRUST**

**SUMMARY PLAN DESCRIPTION**

**AMENDED 09/01/2017**

# WECA ATC RETIREMENT PLAN AND TRUST

## SUMMARY PLAN DESCRIPTION

### TABLE OF CONTENTS

|  |   |
|--|---|
| INTRODUCTION .....                         | 1 |
| ELIGIBILITY FOR PARTICIPATION .....        | 1 |
| Eligible Employee .....                    | 1 |
| Profit Sharing Contributions.....          | 1 |
| Computing Service .....                    | 1 |
| CONTRIBUTIONS TO THE PLAN .....            | 2 |
| Account.....                               | 2 |
| Profit Sharing Contributions.....          | 2 |
| Military Service .....                     | 2 |
| Limits on Contributions.....               | 2 |
| Compensation .....                         | 2 |
| VESTING .....                              | 3 |
| Profit Sharing Contribution Account.....   | 3 |
| DISTRIBUTIONS .....                        | 3 |
| Commencement of Distributions.....         | 3 |
| Normal Retirement Age.....                 | 3 |
| Timing and Form of Payment.....            | 3 |
| Cash Out .....                             | 4 |
| Beneficiary.....                           | 4 |
| Domestic Partners.....                     | 4 |
| Loans .....                                | 4 |
| INVESTMENTS.....                           | 4 |
| Pooled Accounts .....                      | 5 |
| Qualifying Employer Securities .....       | 5 |
| Voting Rights.....                         | 5 |
| Valuation Dates .....                      | 5 |
| SPECIAL TOP-HEAVY RULES.....               | 5 |
| Minimum Allocations.....                   | 5 |
| Minimum Vesting.....                       | 5 |
| CLAIM PROCEDURES.....                      | 5 |
| Statute of Limitations .....               | 6 |
| YOUR RIGHTS UNDER ERISA .....              | 6 |
| MISCELLANEOUS .....                        | 8 |
| Domestic Relations Orders.....             | 8 |
| Disability .....                           | 8 |
| Assignment and Alienation of Benefits..... | 8 |
| Amendment and Termination.....             | 8 |
| Insurance.....                             | 9 |
| Administrator Discretion .....             | 9 |
| Plan Not a Contract of Employment.....     | 9 |

|                                  |   |
|----------------------------------|---|
| Waiver .....                     | 9 |
| Errors .....                     | 9 |
| ADMINISTRATIVE INFORMATION ..... | 9 |

## **INTRODUCTION**

Western Electrical Contractors Association, Inc. and any employer that has adopted the Plan with the consent of WECA, Inc. by signing whatever participation agreement or other document provided by WECA, Inc. and agreeing to abide by the rules and regulations of the Western Electrical Contractors Association, Inc. (WECA) Apprenticeship and Training Commercial Program (Apprentice Employer) (the "Employer") established the WECA ATC Retirement Plan and Trust (the "Plan") effective 04/01/1992. The Plan was restated effective 09/01/2015. This Summary Plan Description describes the Plan as amended effective 09/01/2008.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

## **ELIGIBILITY FOR PARTICIPATION**

### Eligible Employee

You are an "Eligible Employee" if you are employed by Western Electrical Contractors Association, Inc. and any employer that has adopted the Plan with the consent of WECA, Inc. by signing whatever participation agreement or other document provided by WECA, Inc. and agreeing to abide by the rules and regulations of the Western Electrical Contractors Association, Inc. (WECA) Apprenticeship and Training Commercial Program (Apprentice Employer) or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employees:

The term "Eligible Employee" will not include: Highly Compensated Employees; Key Employees; any employee who is not an apprentice in the Western Electrical Contractors Association, Inc. (WECA) Apprenticeship and Training Commercial Program; lineal descendants (including adopted children) of any Highly Compensated Employee or Key Employee for all Plan purposes.

### Profit Sharing Contributions

You will become a Participant with respect to Profit Sharing Contributions on the first day of the accounting period, as recognized by the applicable individual Apprentice Employer in which the Employee first satisfies the eligibility requirements the date you complete one (1) Hour of Service, provided that you are an Eligible Employee at the end of that period. If you do not meet the requirement as specified, you will also be eligible for the Plan if you complete 1,000 hours of service in an Eligibility Computation Period, provided that you are an Eligible Employee at the end of that period.

### Computing Service

"Eligibility Computation Period" means a 12-consecutive month period beginning with your first day of employment and each anniversary of your date of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Employer (however, numerous exceptions and special rules apply).

All eligibility service with the Employer is taken into account.

## CONTRIBUTIONS TO THE PLAN

### Account

"Account" means all of the contributions, of whatever type, made to the Plan for a Participant, including the earnings and losses on those contributions.

### Profit Sharing Contributions

The Employer may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least one (1) hour of service during the Plan Year.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations as soon as administratively feasible after the end of the third, sixth, ninth and twelfth month of the Plan Year. Any service requirements will be applied pro rata and any last day rule will be applied as of the end of each period selected in the preceding sentence. Such contributions will be allocated in the same dollar amount per Hour of Service completed by each Participant, based on the approved WECA Commercial Program Apprenticeship Standards revised 4/21/2008 or as modified from time to time.

### Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, you or your survivors may be eligible to receive contributions, benefits and service credit if you die or become disabled while performing qualified military service.

### Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$55,000 in 2018). In addition, contributions cannot exceed 100% of your total Compensation.

### Compensation

"Compensation" means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Compensation will mean earned income. Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer. For purposes of Profit Sharing Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Employer benefit plan. For purposes of Profit Sharing Contributions, Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.

No more than \$275,000 (in 2018) of Compensation may be taken into account in determining your benefits under the Plan.

For purposes of Profit Sharing Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

## **VESTING**

### **Profit Sharing Contribution Account**

You are always fully (100%) vested in your Profit Sharing Contribution Account.

## **DISTRIBUTIONS**

### **Commencement of Distributions**

**Termination of Employment.** You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to Disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

**Late Retirement.** If you continue working for the Employer after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You generally may not begin distributions until the time specified in the section titled "Timing and Form of Payment" below.

**Death.** If you die, your beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

### **Normal Retirement Age**

"Normal Retirement Age" means the date you reach age 65.

### **Timing and Form of Payment**

**Distribution for Reasons Other Than Death.** If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. Payment of your vested Account may start within an administratively reasonable time after the end of the Plan Year in which termination of participation in the Western Electrical Contractors Association, Inc. (WECA) Apprenticeship and Training Commercial Program occurs even if the Participant has not separated from service with an affiliated employer, but in no event later than the earlier of (1) the date the Terminated Participant reaches Normal Retirement Age, or (2) the Required Beginning Date. Your Account is payable in cash. If you do not choose a form of payment, the payment will be made in the form of a lump sum distribution.

**Distribution on Account of Death.** If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death.

If the Qualified Preretirement Survivor Annuity has been waived or is not required, as specified below, your beneficiary will be entitled to a distribution in any form that is available to you prior to your death.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, the remaining balance must be distributed by December 31 of the calendar year containing the fifth anniversary of your death.

## Cash Out

After your termination of employment from the Employer, if the vested amount of your Account does not exceed \$1,000 (or such lesser amount as determined by the Plan Administrator), your vested Account balance will be distributed directly to you in cash. If the vested amount of your Account balance is more than \$1,000 (or such lesser amount as determined by the Plan Administrator) but less than \$5,000, your vested Account will be distributed from the Plan. You may either elect to receive this distribution in cash or to roll over the distribution to an individual retirement account (IRA) or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if you do not timely return your election forms, the Plan Administrator will transfer your vested Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees will be paid from the participant's IRA. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this Summary Plan Description.

If the vested amount of your Account exceeds \$5,000, you must consent to any distribution of your Account. However, the Plan Administrator will distribute your vested Account balance in a lump sum without your consent after the later of your attainment of Normal Retirement Age or age 62.

## Beneficiary

You have the right to designate, in a written form acceptable to the Plan Administrator, one or more primary and one or more secondary beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole beneficiary unless he or she consents to the designation of another beneficiary. You may change your beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a beneficiary, or in the event that all designated primary and secondary beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

A beneficiary designation to a spouse shall be automatically revoked in the following circumstances: a divorce decree or a legal separation that relates to such spouse shall revoke the participant's designation of the spouse as a beneficiary unless the decree or "qualified domestic relations order" (within the meaning of code section 414(p)) provides otherwise or a subsequent beneficiary designation is made.

## Domestic Partners

Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent allowable under Federal Law. A Domestic Partner is your partner if you are in a civil union or similar relationship recognized under the laws of any state. You may only have one Domestic Partner. You may not have a Domestic Partner if you are legally married.

## Loans

Loans are not permitted.

## **INVESTMENTS**

### Pooled Accounts

Except for segregated accounts specifically authorized under other provisions of this Plan, all assets are pooled for investment purposes, and your Account is not segregated from other Participants' Accounts.

### Qualifying Employer Securities

The Trustee may not invest the assets of the trust fund in "qualifying employer securities" or "qualifying employer real property".

### Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

### Valuation Dates

Accounts are valued on the last day of the Plan Year. The Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued in extraordinary situations to protect the interests of Participants in the Plan or the Participant receiving the distribution. Such extraordinary circumstances include a significant change in economic conditions or market value of the Trust Fund.

## **SPECIAL TOP-HEAVY RULES**

### Minimum Allocations

If the Plan is Top-Heavy, the Employer will generally allocate a minimum of 3% of your Compensation to the Plan if you are a Participant who is (i) employed by the Employer on the last day of the Plan Year and (ii) not a key employee.

Note that if you are covered by a collective bargaining agreement you will not share in Top-Heavy minimum allocations, provided retirement benefits were the subject of good faith bargaining.

### Minimum Vesting

If you complete an hour of service while this Plan is Top-Heavy, all of your Accounts will be 100% vested and nonforfeitable.

## **CLAIM PROCEDURES**

**Application for Benefits.** You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

**Timing of Notice of Denied Claim.** The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates

to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

**Content of Notice of Denied Claim.** If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

**Appeals of Denied Claim.** If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

**Denial of Appeal.** If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

**Determinations of Disability.** If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

#### Statute of Limitations

The Plan has a contractual statute of limitations as follows: three (3) years.

### **YOUR RIGHTS UNDER ERISA**

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 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 Plan Administrator.

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

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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, D.C. 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.

## MISCELLANEOUS

### Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

### Disability

Under this Plan, you are disabled if you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

### Assignment and Alienation of Benefits

Except as provided below, your Account is held in trust and cannot be assigned and, to the extent permitted by law, is not subject to any form of attachment, garnishment, sequestration or other actions of collection. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary.

However, you may lose all or part of your balance:

- pursuant to the terms of a QDRO;
- to comply with any federal tax levy; or
- to comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

### Amendment and Termination

Although the Employer intends to maintain the Plan indefinitely, the Employer may amend or terminate the Plan at any time in its sole discretion. If any of these actions is taken, you will be notified. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested Account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

### Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

### Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

### Plan Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

### Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

### Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

## **ADMINISTRATIVE INFORMATION**

1. The Plan Sponsor and Plan Administrator is Western Electrical Contractors Association, Inc. and any employer that has adopted the Plan with the consent of WECA, Inc. by signing whatever participation agreement or other document provided by WECA, Inc. and agreeing to abide by the rules and regulations of the Western Electrical Contractors Association, Inc. (WECA) Apprenticeship and Training Commercial Program (Apprentice Employer).

Address: 3695 Bleckely Street, Mather, CA 95655-4133

Phone number: 916-453-0112

Employer Identification Number: 94-0453910

Email: mwood@goweca.com

2. The Plan is a profit-sharing plan. The Plan number is 333.

3. The Plan's designated agent for service of legal process is the President of the corporation named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.
4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustees are Tim Bosley, Clint Alessandro, Rick Butterfield and Jay Taylor. Their principal place of business is the address listed in item 1.
5. The Employer's fiscal year and the Plan Year end on 08/31.
6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the Plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor's address.

## Fees Addendum

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include the following:

The Plan may charge affected Participants only for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: \$100 for terminated Participants who did not graduate from the apprenticeship program.

The Plan may charge affected Participants only for the expenses of operating the Plan in the following manner: \$75 annual maintenance fee for terminated Participants who do not return paperwork to request a distribution of their account balance from the plan.

Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.