

## Safe Harbor Employer Contribution Notice for 2024 Plan Year

You are receiving this Notice because the International Union of Operating Engineers Local 4 Annuity and Savings Plan (the “Plan”) is a Safe Harbor Plan, meaning that your employer makes certain mandatory contributions on your behalf.

You also have the option, upon completion of your first hour of service with an employer, to withhold pre-tax wages from your paycheck as 401(k) contributions and to have those amounts remitted to the Plan. The procedures and requirements for doing so are outlined later in this document, as well as in the Summary Plan Description (“SPD”) that is available on the Plan’s website, [www.local4funds.org](http://www.local4funds.org). 401(k) contributions, and any gains or earnings thereon, are not taxed until they are withdrawn from the Plan.

As a Plan Participant, your employer pays contributions to the Annuity Plan for every payroll hour if you work in Covered Employment, regardless of the number of hours you work or whether you are employed on the last day of the year. Further, these contributions are paid to the Plan regardless of whether you make any 401(k) contributions to the Plan.

You are always 100% vested in the employer contributions and 401(k) contributions that are made to the Plan. This means that you have an immediate ownership right to these contributions and will not lose that right if you terminate employment.

Amounts paid into the Plan as employer or 401(k) contributions can be withdrawn upon, in part, disability, six-month cessation of contributions, retirement, or death. Please consult the SPD for additional distribution options, as well as tax consequences. You may be able to withdraw your 401(k) contributions if you require a hardship withdrawal, but your employer contributions and any earnings thereon will not be available as part of that withdrawal.

To make 401(k) contributions, you must complete an Income Deferral Agreement Form (“Form”) designating how much of your wages per payroll hour, in whole dollar amounts, you wish to have deferred. The Form is available on the Plan’s website, at the Funds Office, and/or at your employer’s office. You need to fill out the Form, have it executed by you and your employer, and return it to the Funds Office. The amount you designate will be withheld by your employer, remitted to the Plan by the 15<sup>th</sup> business day of the month after the month in which the amounts were withheld, and deposited to your account. An employer’s failure to timely remit your 401(k) withholdings will result in interest and lost earnings being charged to your employer.

Once you elect to make 401(k) contributions, you must do so for a period of at least 90 days (unless you stop working for the employer). After that time, you may revoke your election in writing on the Form, provided to the Funds Office, at any time. If you remain with the same employer, you will have to wait an additional 90 days after revocation before re-starting 401(k) withholdings; if you change employers, you may execute a new Form as described above, without delay. You may change the amount of your withholding in writing on the Form, provided to the Funds Office, at any time.

**Any changes must be in writing on the Form and submitted to the Funds Office. Changes will not be effective if made only with your employer.**

You may not contribute more than the maximum annual dollar amount established by law. For 2024, the annual dollar limit is \$23,000. Participants who will be age 50 or older in 2024 may also make additional catch-up contributions of \$7,500, for a total limit of \$30,500.

Please refer to the SPD for additional information regarding Plan contributions, withdrawals, and other Plan features. You may also contact the Board of Trustees or the Plan Administrator for more information:

International Union of Operating Engineers Annuity & Savings Plan

16 Trotter Drive

Medway, MA 02053

508-533-1400

[ggeiman@local4funds.org](mailto:ggeiman@local4funds.org)

Gregory A. Geiman, Esq., Administrator

*If there is any discrepancy between the information provided in this Notice and the terms of the Plan Document, the Plan Document will control.*

This information was provided by your plan sponsor. Fidelity is not responsible for its content.