

## **SUMMARY PLAN DESCRIPTION INFORMATION**

The following descriptive material is provided in accordance with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA).

### **Plan Name and Identification Number**

IBEW Local 25 Vacation and Holiday Trust Fund  
Federal Identification Number is 11-1730718  
Plan Number is 502

Plan Year Ends December 31<sup>ST</sup>

The business address and telephone number of the Plan is:

IBEW Local 25 Vacation and Holiday Trust Fund  
372 Vanderbilt Motor Parkway  
Hauppauge, NY 11788  
Telephone: (631) 434-3344

The person designated as agent for purposes of accepting service of legal process on behalf of the Plan is:

Fund Manager  
John W. Gilday

Service of legal process may also be made upon any of the Trustees.

The Vacation Fund is administered by a Joint Board of Trustees composed of Employer Trustees and Union Trustees listed below:

#### Union Trustees

Kevin M. Harvey  
I.B.E.W. Local 25  
370 Motor Parkway  
Hauppauge, NY 11788

Sean Meehan  
I.B.E.W. Local 25  
370 Motor Parkway  
Hauppauge, NY 11788

James P. Malley  
I.B.E.W. Local 25  
370 Motor Parkway  
Hauppauge, NY 11788

Sean Plant  
I.B.E.W. Local 25  
370 Motor Parkway  
Hauppauge, NY 11788

### Employer Trustees

Steven Cadieux  
Roland's Electric Inc.  
307 Surburban Ave.  
Deer Park, NY 11729

Paul Dunn  
Mainline Electric Corp.  
295 Broadway  
Huntington Sta., NY 11746

Clifford Seaman  
Gordon L. Seaman, Inc.  
29 Old Dock Road  
Yaphank, NY 11980

Pat Santoro  
Com-Bell Systems  
561 Acorn Street, Unit C  
Deer Park, NY 11729

### **Collective Bargaining Agreements**

Employers make contributions to the Vacation Fund in order to enable Employees to participate in this Plan, as required by the Collective Bargaining Agreements between Local Union No. 25 IBEW and the Long Island Chapter of National Electrical Contractors Association, Inc. (NECA) and other employers. The provisions which relate to contributions to the Vacation Fund are set forth in the Collective Bargaining Agreements. Copies of these Agreements are available for inspection at the Vacation Fund Office.

The names and addresses of Participating Employers are available at the Vacation Fund Office.

### **Source of Contributions**

This Plan is funded through Employer contributions, the amount of which is specified in the underlying Collective Bargaining Agreements described previously.

### **Accumulation of Assets and Payment of Benefits**

The Employer contributions are received and held in trust by the Board of Trustees pending payment of benefits directly from the Vacation Fund, and the payment of administrative expenses.

## **SECTION 1 - DEFINITIONS**

**“Benefit Year”** as used herein shall mean the period for which benefits are calculated and paid to a participant.

**“Employer or Employers”** as used herein shall mean an employer of labor who has duly executed a Collective Bargaining Agreement, either directly or through an association, or other written agreement, providing for periodic payments into the Fund. The term “Employer” shall also include the Union, and the IBEW Local 25 Joint Apprenticeship and Training Committee.

**“Fund”** as used herein shall mean “I.B.E.W. Local 25 VHT Fund”.

**“Participant”** is any person on whose behalf an Employer is obligated to make a contribution to the Fund.

**“Plan”** means the I.B.E.W. Local 25 VHT Plan.

**“Union”** means Local Union No. 25, International Brotherhood of Electrical Workers.

## **SECTION 2 - PURPOSE**

This Plan is created to effectuate the purposes of the Fund and the purpose of the Fund primarily is to provide vacation and holiday allowances to eligible covered Participants.

## **SECTION 3 – ELIGIBILITY**

To be eligible, an employee must have worked for an Employer who is obligated to contribute to the Fund a minimum of 40 hours on his behalf during the Benefit year.

For longevity vacation eligibility purposes, a participant shall earn 1/10<sup>th</sup> of a benefit credit for each 100 hours worked up to a maximum of one credit per Plan year.

## **SECTION 4 - VACATION PAYMENTS**

On or after December 1st, or as soon thereafter as practicable, an eligible Participant or his/her Beneficiary shall receive a vacation check. The amount of the vacation check is based upon the contributions which have been paid into the Fund on the Participant’s behalf for the preceding Benefit year. Vacation monies are paid only on contributions that are credited to the Participant minus

administrative expenses within each Benefit year. No participant will be paid benefits in excess of contributions.

- (a) The Benefit year for the purpose of calculation shall be the first Saturday after the last Friday in September, through the next ensuing last Friday in September. In cases where pay periods are not each Friday, all pay period ending on dates within the benefit year will be included in that benefit year. In cases where pay periods are not each Friday, all pay periods ending in the calendar month within the benefit year will be included in the calculation.
- (b) The base Vacation shall be ten business days.
- (c) Notwithstanding anything herein contained to the contrary, Participants who have the following years of accumulated service shall be eligible to a longevity vacation as set forth below:

<u>Accumulated Years</u>	<u>Longevity</u>
10 Years up to 15 Years an additional	1 week
15 Years through 30 Years an additional	2 weeks
30 Years or more an additional	3 weeks

The longevity vacation is not included in a Participant's Vacation Allowance.

## **SECTION 5 - PAYMENT OF VACATION**

The Vacation Payment, less any administrative expenses, taxes or deductions required by law, are paid on December 1 following a Benefit Year or as soon thereafter as possible.

A written application for a vacation benefit is not required. However, if a Participant's benefit is denied, he may file an appeal as set forth below.

## **SECTION 6 - APPEALS PROCEDURE**

If a denial of a benefit takes place, you are entitled to appeal the decision by writing to the Trustees, within 60 days of the denial, at the Plan Office, asking that a review of the denial be made. You or your representative may review the pertinent records and documents. The Trustees will review any relevant documentation or testimony that you may have.

After review, the Trustees will notify you in writing of their final decision, which will include explanations and reasons if your claim is denied.

## **SECTION 7 - NOTICE OF VACATION**

A Participant shall notify his Employer in advance whenever possible when he expects to take a planned vacation.

## **SECTION 8 - DEATH OF PARTICIPANT**

In the event a Participant is entitled to a payment from the Fund but dies prior to the end of the Benefit period, the vacation payment which would have been paid to him shall be paid to the beneficiary as designated by the Participant under the provisions of the I.B.E.W. Local 25 Health and Benefit Fund.

If there is no designated beneficiary on file with the Health and Benefit Fund for a deceased Participant, the Trustees shall pay such monies to the spouse. If there is no spouse surviving, to the surviving children in equal shares. If there are no children surviving, to the estate.

## **SECTION 9 - TITLE TO ASSETS**

No person shall have any legal or equitable right, title, interest or claim in or to the moneys contained in the Fund, except as expressly provided in the Plan and no Participant, beneficiary or any other person shall be deemed to possess a right to any benefit except as herein provided. Vacation allowances are prohibited from assignment to a third party unless required by law.

## **SECTION 10 - LIMITATION OF RIGHTS**

Neither the establishment of the Plan, nor any modification hereof, nor the creation of any fund, trust or account, nor the payment of any benefit shall be construed as giving any Participant or any person whomsoever, any legal or equitable right against the Trustees, unless such right shall be specifically provided for in the Trust or the Plan or conferred by affirmative action of the Trustees.

## **SECTION 11 - AMENDMENT TO THE PLAN**

1. Subject to the provisions of paragraph (2) below, the provisions of the Plan may be modified or amended by the Board of Trustees retroactively, if necessary, only to the extent the Board of Trustees find such modification or amendment necessary to bring the Plan into conformity with governmental regulation which must be conformed with in order to qualify the Plan as tax-exempt under Section 501 of the Internal Revenue Code or to meet any other law or governmental regulation under the Employee Retirement Income Security Act of 1974, as amended.

2. The provisions of the Plan may also be modified or amended prospectively by the Board of Trustees at a regular or special meeting.

### **SECTION 13 - TERMINATION OF PLAN**

This Summary Plan Description includes information concerning the circumstances which may result in disqualification, ineligibility, or denial, loss, forfeiture or suspension of benefits that a Participant or beneficiary might otherwise reasonably expect the Plan to provide. We refer you to the foregoing terms of this Plan Description booklet which detail the eligibility rules, qualification rules, benefits, limitations and exclusions.

It is anticipated that the Plan will remain in effect indefinitely. However, the right to amend or modify the Plan is reserved by the Board of Trustees, in accordance with the Declaration of Trust. In addition, the continuance of the Plan is subject to the maintenance of collective bargaining agreements which provide for employer contributions to the Trust Fund.

If it ever becomes necessary to terminate the Plan at some future date, the termination shall be made in accordance with the provisions in the Trust. In no event will any of the assets revert to any employer or to the union. In the event of termination of the Plan, the Trust Funds are to be used exclusively to continue the payment of benefits provided for in the Plan to eligible employees, their dependents, beneficiaries, or their estates, to defray reasonable administration and termination expenses or to otherwise effectuate the purpose of the Trust Fund.

### **SECTION 14 – TERMINATION OF BENEFIT**

In the event that no contributions have been made on an individual's behalf for a period of sixty (60) consecutive months, no application for payment has been made by the end of that period and the Trustees have been unable, with due diligence, to locate the Participant for whom such benefit was established, or the Beneficiaries of a Participant known to be deceased, by the end of that period, that Participant's benefit shall be applied to the expenses of the Plan, provided that if the Participant thereafter files an application and is entitled to payment of the benefit, full payment shall be made.

### **SECTION 15 - COMMUNICATIONS**

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Fund Office. You will then receive a written reply, which will provide you with a permanent reference.

## **SECTION 16 - PLAN INTERPRETATIONS AND DETERMINATION**

The Board of Trustees is responsible for interpreting the Plan and for making determinations under the Plan. In order to carry out their responsibility, the Board of Trustees, or their designee, shall have exclusive authority and discretion to: determine whether an individual is eligible for any benefits under the Plan; determine the amount of benefits, if any, an individual is entitled to from the Plan; interpret all of the provisions of the Plan; and interpret all of the terms used in the Plan.

All such determinations and interpretations made by the Trustees, or their designee, shall be final and binding upon any individual claiming benefits under the Plan; be given deference in all courts of law, to the greatest extent allowed by applicable law; and not be overturned or set aside by any court of law unless found to be arbitrary and capricious, or made in bad faith.

### **CAUTION**

This booklet and the written material from the Trustees and the Fund Office personnel are the only authorized sources for Plan information.

### **STATEMENT OF ERISA RIGHTS**

As a Participant in the Vacation Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

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 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.

## **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

If your claim for a vacation 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 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.

## **Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator, If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.