

PLUMBERS LOCAL UNION NO. 200

Additional Security Benefits Fund
2121 5th Avenue, Ronkonkoma, NY 11779

TO OUR MEMBERS:

It is with great pleasure that we present you with this booklet describing the benefits of our Additional Security Benefits Fund Plan.

The Additional Security Benefits Fund Plan is administered by the Trustees equally representing the Union and Employers and is financed entirely by the employers in accordance with the bargaining agreement now in effect.

The Plan is the successor to the Plumbers Local Union No. 775 Additional Security Benefits Fund.

We suggest that you read this booklet and familiarize yourself with its contents.

Very truly yours,

Frank J. Pellegrino
Administrator-Director

Employer:

John Botto
Robert Ruggiero
Dominick D'Elia
Louis Maccarone, Sr.

Union:

Danny Grodotzke
Richard Brooks
Mario Mattera
Arthur Gipson

ARTICLE I. DEFINITONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in this Agreement:

Section 1. AGREEMENT AND DECLARATION OF TRUST

The terms “Agreement and Declaration of Trust” or “Trust Agreement” shall mean this instrument, including any amendments hereto, restatement thereof, and modification hereof.

Section 2. ADDITIONAL SECURITY BENEFITS FUND

The terms “Additional Security Benefits Fund” or “Fund” shall mean Plumbers’ Local No. 200 Additional Security Benefits Fund, established by this restated Trust Agreement, and shall mean generally the monies and other items of value which comprise the corpus and addition thereto, received or held for or on behalf of the Trustees.

Section 3. ADDITIONAL SECURITY BENEFITS PLAN

The terms “Agreement and Declaration of Trust” or “Trust Agreement” shall mean this instrument, including any amendments hereto, restatement thereof, and modifications hereof.

Section 4. Trustees

- (a) The term “Employer Trustee” shall mean the Trustees appointed by the members of the Plumbing Contractors Association of Long Island, Inc. who are parties to this agreement.
- (b) The term “Union Trustees” shall mean the Trustees appointed by the Union.
- (c) The terms “Board of Trustees”, “Trustees” and “Board” shall mean the Employer Trustees and the Union Trustees collectively, and shall include their alternatives and successors when acting as Trustee.

Section 5. UNION

The terms “Union” shall mean Local Union No. 200 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO.

Section 6. Employer

The terms “Employer” shall mean any person, company of business organization which is or shall become a party to the Trust Agreement and which has agreed or shall agree in a collective Bargaining Agreement with the Union of other written agreement to make contributions to the Additional Security Benefits Fund. The Term “Employer” shall

also include a person engaged in the construction or building industry, who shall, with the consent of the Trustees, execute a form or agreement prepared by the Trustees in and by which he assumes all of the duties and obligation of an Employer, a party to the Trust. In the case of an Employer having more than one place of business, the term "Employer" shall apply only to the place of business specifically covered by the Collective Bargaining Agreement requiring contributions to the Additional Security Benefits Fund. The term shall also include Employers who participate in this Fund by action of the Trustees. The term "Employer" may further include Plumbers' Local Union No. 200. Any Employer under this subdivision shall, by making any payment to said Trust on behalf of any employee, immediately, upon the making of such payment, become a party to the Trust and bound by all of the provisions, terms and conditions of the Agreement and Declaration.

Section 7. COLLECTIVE BARGAINING AGREEMENT

The terms "Collective Bargaining Agreement" shall mean any written labor contracted by and between a contributing Employer and the Union which provides for contributions to this Additional Security Benefits fund with any and all extensions or renewals thereof and successor agreements thereto.

Section 8. EMPLOYEE

The terms "Employee" means: (a) any person who performs work under a Collective Bargaining Agreement between a contributing Employer and the Union and for whom the Employer is obligated to make contributions to the Trust; (b) any full-time salaried officer or employee of the Union and for whom the Employer is obligated to make contributions to the Trust; (c) any full-time salaried officer or employee of the Union or of the Fringe Benefit Funds who is permitted to participate in the fund and any member of such other classes of employees employed by an Employer which is not within the bargaining unit represented by the Union provided that the employee's class is accepted for participation in the Fund, and provided the acceptance of such other classes of employees is not discriminatory and in each case is subject to actuarial valuation by the Trustees, whose decision with regard to their acceptance or rejection shall be final. The term "Employee" shall not include any self-employed person or any person who is an Employer or an officer or director of a corporation or a partner or owner of a business organization which is a contributing Employer.

Section 9. EMPLOYER CONTRIBUTIONS

The terms "Employer Contribution" shall mean payments made or to be made to the Fund by a contributing Employer under provisions of, or in accordance with, a Collective Bargaining Agreement and the Trust Agreement, or with regard to the Union or special classes of Employees of a contributing Employer, payments to the Fund pursuant to the non-discriminatory rules adopted with respect to the participation of such employees.

Section 10. DESIGNATED BENEFICIARY

The terms "designated beneficiary" as used in this Agreement shall mean the person specified, in writing, on a form to be supplied for that purpose and filed with the Trustee.

ARTICLE II. CREDITING SERVICE

Section 1. SERVICE CREDITS

Each participant shall receive one (1) service credit for each hourly contribution contributed and received on behalf of such participant by a contributing Employer. The fact that a participant receives service credits shall not create any vested interest or vested right in the said Additional Benefits Fund.

ARTICLE III. BENEFITS TO PARTICIPANTS

Section 1. SUPPLEMENTARY UNEMPLOYMENT, DISABILITY OF SICKNESS BENEFITS

In the event that any Participant becomes unemployed, ill, injured, or disabled, the Trustees shall authorize the payment of \$100.00 per week from the Additional Security Benefits Fund to the said Participant, for the same period during which such Participant receives payment under the New York State Unemployment Insurance Law, the New York State Disability Law or the New York State Workmen's Compensation Law to the extent of the Participant's Service Credits. All or certain of these benefits may be subject to federal or state income taxes.

Section 2. SUPPLEMENTARY "HARDSHIP" BENEFITS

In the event any Participant requires economic assistance because of hardship to himself or his dependents to provide for payment of hospital, surgical, medical and dental bills, funeral expenses, tuition, dormitory and/or other expenses in connection with attendance at schools of learning and/or reasons that come within the provision of Section 501(c)(9) of the Internal Revenue Code of 1954, the Trustees may, in their sole discretion, make such payment to the said Participant to the extent that funds are available, and such assistance is to continue so long as there is need therefore and until the Participant's service credits are exhausted. Certain of these benefits may be subject to federal and state income taxes.

By way of example, if a participant incurs medical (or other health care) bills not reimbursed by insurance, the Local 200 Welfare Fund, Medicare, Medicaid or other formal program for himself, his wife or his dependent children, (this includes COBRA payments) he may apply for funds from this account to make up the difference.

Section 3. SUPPLEMENTARY VACATION BENEFITS

To the extent of his available accumulated service credits, a Participant may request, and the Trustees, in their sole discretion may grant and provide supplementary vacation benefits in any amount not to exceed \$2,500.00 per calendar year. The granting of such Supplementary Vacation Benefits shall not create any vested interest or vested right in said Additional Security Benefit Fund. This benefit shall be granted one time per calendar year. All benefits are subject to deductions for payment of federal and state income taxes

withheld at the source. Both the Employee's and Employer's portion of Social Security contributions (FICA) and the Employer's portion of Federal Unemployment Taxes (FUTA) are also to be deducted.

Section 4. SUPPLEMENTARY DEATH BENEFITS

In the extent that any Participant should die, the Trustees shall authorize the payment of a sum equal to the total Service Credits accumulated by the deceased Participant. Such payment would be made to the beneficiary of the said Participant, or, in the event no beneficiary is so named, the payment should be made to the Estate of the Participant. The Trustees can elect to make payment of a lump sum or in such monthly installments as the Trustees may authorize, covering the entire deceased Participant's accumulated Service Credits to the beneficiary of the deceased Participant or to his Estate, as the case may be, all of which is to the extent that funds are available. This benefit may be subject to federal and state estate taxes.

ARTICLE IV. ADMINISTRATION

Section 1. APPLICATION FORMS

Application for benefits shall be made in writing in the form and manner prescribed by the Board of Trustees.

Section 2. INFORMATION REQUIRED

Each and every Employer and Participant shall furnish to the Board of Trustees any information or proof requested by it and reasonably required to administer this Additional Security Benefits Plan. Failure on the part of any Participant to comply with such request promptly and in good faith shall be sufficient grounds for denying or discontinuing benefits to such person. If a Participant makes a false statement material to his claim for benefits, he may be denied any or all benefits and the Board of Trustees shall have the right to recover any payments made in reliance on such false statement.

Section 3. NON-ASSIGNMENT OF NON-ENCUMBRANCE OF BENEFITS

To protect a Participant who improvidently could imperil the provisions made for their benefit by directly or indirectly anticipating, pledging or disposing of their benefit payments hereunder, it is hereby expressly stipulated that no Participant shall have any right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any benefit payments, and that such payments shall not in any way be subject to any legal process to levy execution upon or attachment or garnishment proceedings against the same for the payment of any claim against any Participant nor shall such payments be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, and any such assignment, etc., shall be void and of no effect whatsoever.

Section 4. INCOMPETENCE OF PARTICIPANT

In the event it is determined that a participant is unable to care for his affairs because of illness, accident or incapacity, either mental or physical, any payment due may, unless

claim shall have been made therefore by a legally appointed guardian, committee, or other legal representative, be paid to the spouse of such other family member caring for the Participant as the Board of Trustees shall determine in its sole discretion.

Section 5. DETERMINATION OF ACCEPTABLE PROOF

The Trustees shall be the sole judge of the kind and character of proof which will be accepted to determine eligibility to receive benefits and the decision of the Trustees on all matters of proof shall be final and binding on all persons.

Section 6. NOTIFICATION OF ACTION

A member shall be notified of the decision on a payment of benefits within a reasonable period of time after receipt by the Fund Office for transmittal to the Trustees. If benefits are wholly or partially denied by the Trustees or their delegated Committee, the member shall be notified in writing. Such notice shall include specific reference to the provisions of the Plan on which the denial is based and/or description of any additional material or information necessary for the member to refile his request for benefits, (including an explanation of why such material is necessary and/or an explanation of the Plan's review procedure.

Section 7. REVIEW PROCEDURE

A member who has received notice that his benefit has been denied, in whole or part may request a review of the denied benefit within 60 days of his receipt of the notice of denial. Request for review must be made in writing and be forwarded to the Fund Office for transmittal to the Trustees, an applicant or his authorized representative may (1) request a review, (2) have the opportunity to review pertinent documents and (3) submit issues and comments in writing.

A participant who has not received a decision on his benefit within a reasonable period of time may request a review in accordance with the above procedure.

Section 8. DECISION ON REVIEW

The Trustees shall render a decision on a request for review within 60 days of receipt of such request. In the event that special circumstances may prevent such timely decision, and extension in time for processing shall be granted of up to 120 days from the date the initial request was received.

ARTICLE V. AMENDMENT AND TERMINATION

Section 1. RIGHT TO AMENDMENT

The Board of Trustees may amend or modify this Plan at any time in accordance with the Agreement and Declaration of Trust.

Section 2. DISCONTINUANCE

In the event there shall be a suspension of termination of Employer contributions into the Additional Security Benefits Fund, then the Trustees shall keep the entire plan in

operation to the extent that funds are available, with benefits being distributed to the participants as hereinabove provided, until the entire Fund is completely depleted, and the obligations of this trust shall then terminate.

Section 3. NO VESTED INTEREST

No Participant, Employer, Employee, or Member of Local Union No.200, or the estate of any Participant, Employee or Member of Local Union No.200, or Heirs, Administrators, Beneficiaries and Assigns of any Participant, Employer, Employee or Member of Local Union No.200, shall have any vested interest or vested right to any of the funds included in the Additional Security Benefits Fund of Plumber's Local Union No.200.

Section 4. SEPARABILITY

The Articles and Sections of this Plan shall be deemed separable so that the invalidity of any portion hereof shall not affect the validity of the remainder.

Section 5. FUTURE OF THE PLAN AND PLAN TERMINATION

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 reasonable expect the Plan to provide. We refer you to the foregoing terms of the Plan Description Booklet which detail the eligibility rules, qualification rules, benefits, limitations, and exclusions from coverage. It is anticipated that 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 Trust Agreement provides that assets then held by the Trustees must be used exclusively on behalf of plan participants and to defray the cost of reasonable administration and termination expenses. 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 and to otherwise effectuate the purpose of the Trust Fund. Upon the necessity for termination, the Trustees will establish a plan to be applied to the balance of assets in the Trust Fund so that the assets would be applied solely for these purposes.

Upon final liquidation of the Plan, participants and beneficiaries would have no further rights or vested interest in the Security Benefit Plan.

SUMMARY PLAN DESCRIPTION

(As required by the Employee Retirement Income Security Act of 1974)

- 1. Plan Name**
Plumber's Local Union No.200 Additional Security Benefits Funds
- 2. Additional Data**
This Summary Plan Description is produced as of January 1, 1993
- 3. Plan Sponsor**
Board of Trustees of Plumbers Local Union No.200 Additional Security Benefits Fund
- 4. Plan Sponsor Employer Identification Number** No. 11-6037700
- 5. Type of Plan**
A Welfare Benefit Plan the contributions to which are negotiated and the benefits of which are determined by the Trustees
- 6. Plan Administrator-** Frank J. Pellegrino
Board of Trustees of Plumbers Local Union No.200 Additional Security Benefits Plan
- 7. Agent for the Service of Legal Process**
Archer, Byington, Glennon & Levine, LLP

In addition to the person designated as Agent for the Service of Legal Process, service of legal process may also be made upon the Board of Trustees or any Fund Trustee.

- 8.** The following are the individual Trustees that make up the Board of Trustees:

Employer:

John Botto
Robert Ruggiero
Dominick D'Elia
Louis Maccarone, Sr.

Union:

Danny Grodotzke
Richard Brooks
Mario Mattera
Arthur Gipson

Administrator-Director

Frank J. Pellegrino

STATEMENT OF ERISA RIGHTS

As a Participant in the plan covered by this announcement, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for such copies.
3. 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. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible to 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 may discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a Plan benefit is denied, in whole or part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reason beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or part, you may file suit in a State or Federal Court, after exhausting all other internal procedures.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated 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 unsuccessful, the Court may order you to pay these costs and fees, for example, if it finds your claim frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest Area Office of the Pension & Welfare Benefit Administration, U.S. Department of Labor.

IMPORTANT LAST NOTE

All the information and comments printed in this booklet are for **GUIDANCE ONLY!** The full terms and conditions of the benefits hereunder are set forth in the Plan Document which may be changed, amended or modified from time to time at the discretion of the Trustees. Nothing contained in this booklet may be used as a basis for any claim whatsoever against the Trustees or Fund.