

PLUMBERS LOCAL UNION NO. 200

VACATION FUND

2121 5th Avenue, Ronkonkoma, NY 11779

TO OUR MEMBERS:

The Board of Trustees is pleased to present you with this booklet which describes the Plumbers Local Union No. 200 Vacation Fund. This booklet will explain who can become a participant in the Fund, what the benefits are, and when you can receive benefits. Please read this booklet carefully and keep it for future reference.

If you have any questions, the Fund Office will be pleased to help.

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

PLUMBERS LOCAL UNION NO. 200 VACATION FUND

INTRODUCTION

Plumbers Local Union No. 200 (“Local 200” or “Union”) has adopted a Vacation Fund (“Fund”) for the exclusive benefit of those employees covered by collective bargaining agreements (“agreement”) it has negotiated with the various Employers.

The Plan is based upon the principal of setting up an individual account for each employee which is developed by adding investment income.

Payments to the Vacation Fund are to be treated by the Employer as additional wages and all taxes are to be deducted by the Employer before the above payment is made to the Fund for distribution to eligible Journeymen, Foremen and Apprentice Plumbers. The contributions and Investment income received shall be allocated for the cost of administration and to provide vacation benefits.

Payments of such Vacation contributions shall be made to the “Plumbers’ Local 200 Vacation Fund.”

CAUTION

This booklet and the personnel at the Fund office are authorized sources of Plan information for you. The Trustees of the Plan **have not empowered anyone else** to speak for them with regard to the Vacation Fund. No employer, union representative, or shop steward is in a position to discuss your rights under this plan with authority.

COMMUNICATIONS

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent records, write the Chairman of the Board of Trustees or Administrator-Director. You will then receive a written reply, which will provide you with a permanent record.

NOTE

The Trustees reserve the right to amend, modify or discontinue all or part of this Plan, whenever their judgments, conditions so warrant.

SUMMARY PLAN DESCRIPTION

This Summary Plan Description has been sent to you to comply with the Reporting and Disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA), and its amendments. It is a brief description of the Vacation Plan, and it is not meant to interpret, extend or change the Plan in any way. The Board of Trustees retains the ultimate authority to define and interpret the Plan provisions, and their determinations shall be final and binding.

Section 1.1. Definitions:

- (a) The “Union” or “Local 200” as herein referred to shall mean Plumbers Local Union No. 200.
- (b) “Board of Trustees” means the Board of Trustees provided for in the Agreement and Declaration of Trust which is responsible for the administration of the Vacation Fund.
- (c) “Vacation Fund” means the accounts and assets of the Plumbers Local Union No. 200, which Fund was adopted by the Board of Trustees effective January 1, 1993 and as subsequently amended.
- (d) “Participant” means an employee who has worked in covered employment during any part of a vacation benefit year and for whom employer contributions have actually been made on his behalf.
- (e) “Vacation Benefit Period” or “Benefit Period” means from January 1st through June 30th, and July 1st through December 31st.
- (f) “Covered Employment” means employment by an employer, which is party to a collective bargaining agreement with the Union which, among other things, obligates such employer to make, and it does make contributions to the Vacation Fund for Participants from the Participant’s wages. Covered Employment may include employment by the Union.

Section 1.2. Administration Office:

The Administration office of the Plumbers Local Union No. 200 Vacation Fund is administered by Frank J. Pellegrino.

Section 1.3. Plan Establishment:

The Plan was established pursuant to an Agreement and Declaration of Trust by and between Local 200 and the Plumbing Contractors Association of Long Island, Inc. (“Association”) and other employers who contribute to the Fund.

Section 1.4. Board of Trustees:

The Board of Trustees of the Vacation Fund, composed of persons appointed by the Local 200 and those appointed by the Association (who contribute to the Plan) in equal numbers, are responsible for the operation of the Plan.

The following individuals are the individual Trustees who make up the Board:

Employer:

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

Union:

Danny Grodotzke
Richard Brooks
Arthur Gipson
Mario Mattera

Administrator-Director

Frank J. Pellegrino

The Trustees whose names appear above are responsible for the investment and maintenance of the Plan assets. The Trustees have the right to promulgate and establish rules of eligibility and other regulations for the administration and operation of the Plan, and to determine all questions relating to the eligibility of employees to participate in the Plan.

Section 1.5. Operation of the Plan:

The Plan is funded and maintained by contributions made by your employer on your behalf of the Fund. These contributions are monies deducted from your wages.

All monies are paid to the Fund subject to provisions in an agreement between Local 200 and the Association or those employers who are not members of or represented by said Association but who execute an individual agreement with the Union. The agreement specifies the amount of payments to be made, the due date of such payments by the employer, the type of work for which payments are payable and the geographic area covered by the agreement.

Employer payments from your wages are received and held in trust by the Fund pending (a) payment of benefits; and (b) payment of administrative expenses. During the period, these monies are held by the Fund, they are invested and resulting investment earnings become part of the Fund income. No Employee or Participant shall have the option to receive, instead of vacation benefits, any part of the Employer payments made on his behalf.

Under no circumstances will you receive any credit, for any purpose, under the Plan, for work in self-employment. Further, certain federal laws may require that you are prohibited from earning credit under the Plan as a result of your ownership or position in a contributing employer. If you have a question on this point, you should contact the Trustees.

Even if your employer wishes to contribute to the Plan for you, when he is not required to do so in a collective bargaining agreement, it is not allowed.

Section 1.6. Plan Documents and Information:

As a participant in the Plan:

- (a) You will automatically receive a Summary Plan Description (the booklet).
- (b) If any substantial changes are made in the Plan, you will be notified within the time limits required by ERISA.
- (c) Each year you will be provided a summary of the Plan's latest annual financial report.
- (d) You may examine, without charge, all documents relating to this Plan. These documents include:

The Trust Agreement, the Plan collective bargaining agreement and copies of all documents filed by the Plan with the Department of Labor or the Internal Revenue Service, such as annual reports and the Plan Description.

Such documents may be examined at the Fund office.

In order to assure that your request for documents to the Plan is handled promptly and that you are given the information your want, the Trustees have adopted certain procedures which you should follow:

- (i) Your request should be in writing.
- (ii) It should specify what materials you wish to look at.
- (iii) It should be received at the Fund office at least seven (7) days before you want to review the materials at the Fund office.

- (e) You may obtain copies of the Plan document upon written request to the Trustees, addressed to the Fund office. ERISA provides that the Trustees may make a reasonable charge for the actual cost of reproducing any document you request. However, you are entitled to know what the charge will be in advance. Just ask the Fund office.
- (f) A complete list of the Employers sponsoring this Plan may be obtained upon written request of the Fund Director, and is available for examination by employees and participants.
- (g) Upon written request to the Fund Director, you shall be provided with information as to whether a particular employer is a contributor of the Plan, and if an employer is a contributor, its address shall also be provided.

Section 1.7. Taxpayer Information:

Internal Revenue Service Employer and Plan Identification Numbers:

Taxpayer I.D. Number: 11-3124072

Section 1.8. Plan Administrator:

The Administrator of the Plan

Frank J. Pellegrino
Administrator-Director
Plumbers Local Union No. 200

Section 1.9. Legal Service:

The agent for service of legal process

Archer, Byington, Glennon & Levine LLP

In addition to the person designated as agent of service of legal process, service of legal process may also be made upon any Plan Trustee.

Section 1.10. Fiscal Year of the Plan:

The Plan's fiscal year begins July 1st and ends June 30th. Plan records are maintained on this basis.

Section 2.1. Administration:

(a) Each Participant shall be credited with all vacation contributions actually contributed on his behalf during each benefit period and a separate record shall be set up for each Participant for the purpose of accumulating the contributions during each benefit period.

(b) Each Participant shall receive their vacation benefit on or after June 1st and December 1st of each year based on the contributions for the hours that have worked during the preceding six (6) month period from July 1st through December 30th and January 1st through June 30th respectively.

(c) All income, such as interest earned on deposits, dividends and service charges shall be accumulated in an income account of the Vacation Fund for each benefit. Interest income shall be used to defray administrative costs.

(d) The Board of Trustees may determine a service charge each benefit year, which is to be deducted from each Participant's account maintained. If a Participant's account balance is less than the service charge for any benefit period, then the service charge for such Participant shall be the balance of his vacation account for such benefit period.

(e) In the event that a Participant should die with an unpaid balance in his vacation account, such balance shall be paid to his spouse. If there be no spouse surviving, then the balance shall be paid to stirpes. If there be no children surviving, then the balance shall be paid to the parents. If there are no parents surviving, then the balance shall be paid to the estate of the deceased Participant. If any beneficiary is an infant, the monies due such beneficiary shall be paid to the person or institution which is providing for the care of the infant, for the use of said infant.

(f) In the event that no contributions have been made to an individual account for a period of sixty (60) consecutive months and 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 individual account was established, or the beneficiaries of the Participant are known to be deceased, by the end of that period the individual account 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 individual account, such allocation shall be rescinded and full payment shall be made.

Section 2.2 Amendment and Termination of Plan:

The Board of Trustees retains the right at any time to amend the Plan; however, no part of the funds of your individual account may be diverted for any purpose other than the exclusive benefit of you and your beneficiaries, and no amendment may reduce your accrued benefit under the Plan, except as allowed by applicable law.

The Trustees may decide to terminate the Plan, and in the event of such termination, the applicable law will be followed.

Section 2.3. Who Receives a Benefit?

The Plan expects to pay benefits solely to the participant or beneficiary as the benefit amounts become due. Accordingly, Participant's interests in their benefits, including their "Vested" interests, may not be alienated, that is sold, used as collateral for a loan, given away or otherwise transferred, assigned, mortgaged, encumbered or pledged. Also Participant's creditors may not attach, garnish or otherwise interfere with Participant's benefits; however, if at the time a Participant or his Beneficiary is entitled to receive a benefit, and the Plan has been served by a third party with any lien, judgment, order, garnishment, executive levy or other legal notice of any kind which required payment to said third party, the Board of Trustees may direct the Administrator to withhold payment of vacation benefits until the matter is legally satisfied.

Section 2.4. Claims by Participants or Beneficiaries:

(a) **Claims Procedure:** Upon receipt of a vacation benefit, if a participant disputes the amount of such benefit, or any other issue arises with respect to the entitlement to benefits, he/she should make a request for any Plan benefits to which he/she is entitled to receive. The request may be made in written form and should be made to the Director who will submit your request to the Board of Trustees for their approval or denial. Such request shall be considered a claim and shall be subject to a full and fair review by the Board of Trustees.

A participant or beneficiary shall furnish at the request of the Board of Trustees any information or proof required to determine his/her benefit rights. If a claim is wholly or partially denied, the claim may be appealed in accordance with the claims review procedure below.

(b) **Claims Review Procedure:** In the event the claim is denied, the reasons or the provisions of the Plan which are the basis for the denial shall be transmitted to you in writing.

A participant or beneficiary, whose application or claim for benefits has been denied, shall have the right to appeal this determination to the Board of Trustees, which shall include fair and full review by the Trustees regarding the facts, circumstances and information pertaining to the claim and the reasons for denial of such claim. If the claimant wishes to make such an appeal, he/she shall file with the Director, a written statement of position in support of his/her claim, no later than sixty (60) days after denial. The Board of Trustees shall make a decision on the appeal within sixty (60) days after its receipt of the appeal.

Section 2.5. Designation of Beneficiaries:

Every participant or former participant must designate the person or persons who are to receive benefits under the Plan in the event of his/her death. The plan provides that the beneficiary should be your spouse, except where there is no spouse or the spouse waives

the right to a benefit. This designation shall be made on a form available from and to be filed with permission of your spouse, you may change your designation by written notice to the Board of Trustees upon forms provided for such purpose. No change of beneficiary shall be effective until such written notice has been received, and where appropriate, approved by the Board of Trustees.

Section 2.6. Request for Qualification:

A Determination Letter shall be requested from the Internal Revenue Service with respect to Plan qualification.

Section 2.7. Construction of the Plan:

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 full 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 determination and interpretations made by the Trustees, or their designee, in good faith 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.

Statement of ERISA Rights

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

Examine, without charge, at the Administrator's office and at other specified locations, all Plan documents, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan Descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Fund Director; the Fund Director may make a reasonable charge for copies.

Receive a summary of the Plan's annual financial report. The Fund Director 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 for the operation of the Vacation 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 the Plan participants and beneficiaries. No one, including your employer, your union, and 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. If your claim for a vacation 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 materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Fund Director. 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. 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 United States 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 it finds that your claim is frivolous, you may be liable to pay costs and legal fees.

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of The United States Department of Labor, Labor Management Services Administration.

