

**SUMMARY PLAN DESCRIPTION**

**ADDITIONAL SECURITY**

**BENEFITS PLAN**

**OF THE ELECTRICAL INDUSTRY**



**April 10, 2019**

## TABLE OF CONTENTS

General Information .....	3
Eligibility and Participation in the Plan .....	6
Participants' Accounts.....	6
Benefits Under the Plan.....	7
Designation of Beneficiaries .....	15
Claims Procedure .....	17
Plan Termination .....	18
Alienation of Benefits .....	18
Statement of ERISA Rights.....	19

The following information constitutes the Summary Plan Description of the Additional Security Benefits Plan of the Electrical Industry (Plan). This Summary Plan Description is presented to Participants in the Plan to set forth in clear and concise language the benefits available under the Plan, the eligibility requirements for those benefits, and the procedures for applying for those benefits. In addition, this booklet sets forth the rights of Participants under the Plan and under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This information applies to the Plan effective as of April 10, 2019 unless specifically stated otherwise.

### **GENERAL INFORMATION**

Name of Plan:	Additional Security Benefits Plan of the Electrical Industry
Plan Sponsor Identification No:	11-2212659
Plan Number:	506
Plan Year:	October 1 through September 30
Plan Administrator and Agent for Legal Process:	Joint Industry Board of the Electrical Industry 158-11 Harry Van Arsdale Jr. Avenue Flushing, NY11365 (718) 591-2000  Service may also be made on any Trustee at 158-11 Harry Van Arsdale Jr. Avenue Flushing, N.Y. 11365 (718) 591-2000
Type of Plan:	This Plan is an employee welfare benefit plan. Participants receive supplemental unemployment, supplemental workers' compensation, supplemental disability, economic assistance (for unreimbursed medical, prescription drug, and dental expenses, and reimbursement for Health Care premiums, COBRA premiums, Long Term Care premiums, and

Medicare premiums), financial assistance (for delinquent mortgage and rental payments), tuition reimbursement, jury duty reimbursement, adoption, funeral leave, vacation/holiday expense and death benefits, based upon the rules of the Plan to the extent funds are available and until such time as the Participant's balance is exhausted.

The Additional Security Benefits Plan of the Electrical Industry believes this Plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act).

Questions can be directed to the Plan Administrator at the Joint Industry Board of the Electrical Industry at 718-591-2000. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

Type of Administration: The Plan is maintained by a Joint Board of Trustees whose names and office addresses are listed below:

KRISTINE DENAPOLI  
KND Electric  
120 Brook Avenue, Unit B  
Deer Park, NY 11729

STEPHEN GIANOTTI  
Arcadia Electrical Contractors  
1005 Wyckoff Avenue  
Ridgewood, NY 11385

CRAIG GILSTON  
Gilston Electrical Contracting Corp.  
338 East 95<sup>th</sup> Street  
New York, NY 10128

CAROL KLEINBERG  
Kleinberg Electric, Inc.  
174 Hudson Street, 2<sup>nd</sup> Fl.  
New York, NY 10013

STEVEN LAZZARO  
Hellman Electric Corp.  
855 Brush Avenue  
Bronx, NY 10465

JOHN MANNINO  
Uptown Electric Inc.  
128-20 14 Avenue  
College Point, NY 11356

JOHN VILLAFANE  
Eldor Electric, LLC  
18-15 129<sup>th</sup> Street  
College Point, NY 11356

THOMAS CLEARY  
President  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

CHRISTOPHER ERIKSON  
Business Manager  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

CHRISTOPHER ERIKSON JR.  
Business Representative  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

WILLIAM HOFVING  
Business Representative  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

RAYMOND MELVILLE  
Sr. Assistant Business Manager  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

LUIS RESTREPO  
Assistant Business Manager  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

LANCE VAN ARSDALE  
Assistant Business Manager  
Local Union No. 3, IBEW  
158-11 Harry Van Arsdale Jr. Ave.  
Flushing, NY 11365

## **SOURCES OF CONTRIBUTIONS**

The Plan was established and is maintained pursuant to Collective Bargaining Agreements (“CBAs”) between Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, NY 11365, (“Union”) and the New York Electrical Contractors Association, Inc., 1430 Broadway, 8<sup>th</sup> Floor, New York, NY 10018, the Association of Electrical Contractors, Inc., 36-36 33<sup>rd</sup> Street #402, Long Island City, NY 11106. Contributions made to the Plan as a result of the May 13, 2004 Collective Bargaining Agreement ceased effective the week ending December 29, 2004. Employers who were not members of the two associations but were obligated to participate pursuant to other Collective Bargaining Agreements ceased making contributions to the Plan effective March 2, 2005 based upon the directive of the Trustees.

## **ELIGIBILITY AND PARTICIPATION IN THE PLAN**

Any individual represented by the Union was eligible to become a Participant in the Plan on the first day that an employer was obligated by a Collective Bargaining Agreement to contribute to the Plan on his or her behalf. Any individual who maintains an account balance in this Plan is an eligible Participant.

Since contributions ceased, as noted above, there are no new Participants.

## **PARTICIPANTS’ ACCOUNTS**

Each Participant’s account shall be reduced as withdrawals are made. The account of each Participant shall be further adjusted based on the balance as of March 31 and September 30 of every plan year to reflect the amount of income or loss, appreciation or depreciation in the value of the assets, and expenses incurred in administering the Plan. All Participants have a fully vested, nonforfeitable interest in their account as of their first day of participation in the Plan.

## BENEFITS UNDER THE PLAN

**Applications for all benefits described below must be made within one year of the applicable event or purchase. The exceptions are the Supplementary Economic Assistance Benefit, for which application must be made within two years of the applicable purchase or date of service and the Financial Assistance Benefit, for which application must be made at the time of delinquency.**

### **1. Supplementary Unemployment Benefits**

- In the event that any Participant becomes unemployed, the Trustees, to the extent funds are available for this purpose, shall authorize the payment of up to \$777 per week to such Participant from the Participant's account for each week during which the Participant is unemployed. For purposes of eligibility for this benefit, "unemployed" may be defined in the same manner as it is defined in the New York State Unemployment Insurance Law. The Plan may require evidence to substantiate that unemployment benefits have been received from New York State prior to distributing benefit payments. If a Participant is required to receive supplementary unemployment benefits from the Vacation / Holiday / Unemployment Plan but does not have sufficient funds in that Plan, he or she may elect to receive distribution from this Plan to the extent funds are available from his or her account.
- Participants of the Plan who have exhausted their state unemployment benefit or do not qualify for such benefit (because they have not been employed long enough) or who do not qualify for the maximum state unemployment benefit, and who are listed as available for employment are eligible to withdraw a Supplementary Unemployment Benefit up to the maximum state unemployment allowance. If this situation applies to you, the maximum benefit payable from the Plan will be increased because you will be allowed to collect the sum of the unemployment benefit based on the state in which you are eligible, plus the applicable Plan's current weekly supplementary unemployment benefit. (*See example 1*).

Participants who qualify for this Supplementary Unemployment Benefit will be required to submit proof of the initial denial of their state unemployment benefits, as well as periodic documents attesting to their continuing unemployed status and ineligibility for benefits.

If a Participant is unemployed in the Electrical Industry and registered as available for employment in the Electrical Industry and obtains a job working outside of the Electrical Industry in a business that does not in any way compete with, or does not perform similar work as the work covered by Collective Bargaining Agreements, the Participant may be entitled to a Supplementary Unemployment Benefit. In such a case, the participant will be eligible to receive the difference between their current weekly salary and the sum of the Plan's weekly Supplementary Unemployment Benefit and the eligible state employment benefit. (*See example 2*). To qualify for this benefit, Participants must provide proof of earnings by submitting a paystub with their claim form.

**EXAMPLE 1**

Plan's weekly Supplementary Unemployment Benefit  
+ Eligible state unemployment benefit  
- State unemployment benefit received, if applicable  
= Maximum benefit payable from Plan

**EXAMPLE 2**

Plan's weekly Supplementary Unemployment Benefit  
+ Eligible state unemployment benefit  
= Maximum benefit payable from Plan  
- Weekly salary earned outside of Electrical Industry  
= Benefit payable to Participant

**2. Supplementary Workers' Compensation Benefits**

In the event that a Participant is injured while employed and is entitled to Workers' Compensation benefits, the Trustees, to the extent funds are available for this purpose, shall authorize a payment of up to \$400 per week from the Participant's account for the same period during which such Participant receives Workers' Compensation benefits. Those Participants who are not eligible for the Supplemental Workers' Compensation benefit payable from the Electrical Employers Self



Insurance Safety Plan may withdraw up to \$650 weekly, to the extent funds are available from their account.

### **3. Supplementary Disability Benefits**

In the event that a Participant becomes entitled to Disability benefits, as provided for by the New York State Disability Benefits Law, the Trustees, to the extent funds are available for this purpose, shall authorize a payment of up to \$400 per week from the Participant's account for the same period during which such Participant receives Disability benefits. In the event a Participant exhausts the statutory maximum Disability benefit, satisfactory medical evidence of continuing disability must be submitted to continue payments from this Plan. Those Participants who are not eligible for the Supplemental Disability benefit payable from the Electrical Employers Self Insurance Safety Plan may receive up to \$650 weekly from this Plan, to the extent funds are available from their account.

### **4. Supplementary Economic Assistance Benefits**

In the event that a Participant requires economic assistance to pay hospitalization, medical, surgical, prescription drug, approved over-the-counter drugs or dental bills, which are not otherwise covered under health insurance for the Participant and the Participant's eligible dependents or, to pay COBRA, Medicare and Long Term Care premiums, the Trustees, to the extent funds are available for this purpose, shall authorize payment from the Participant's account to the Participant for said expenses.

Eligible dependents are defined as the Participant's lawful spouse and the Participant's biological and adopted children (and stepchildren) up to age 26.

In addition, a Participant may request to receive reimbursements for COBRA payments made to any health plan as well as for paid health premiums for any Participant or eligible dependent, to the extent funds are available from the Participant's account. If a COBRA payment was made on behalf of an ex-spouse, the Participant or any other eligible dependent, the Participant will be obligated to include a copy of the cancelled check to document the remittance.

Retirees and their spouses who pay the Medicare Part B premium will be eligible for reimbursement upon the submission of Form SSA-1099, which is the annual benefit statement furnished by the Social Security Administration. Reimbursements will be distributed on an annual basis and may be made to the extent funds are available from the Participant's account.

The Plan will also allow for reimbursement of Long Term Care premiums paid to an insurance company, subject to Internal Revenue Code limits.

### **Over-the-Counter Medicines**

Over-the-counter ("OTC") medicines are not reimbursable under the Plan unless you have a valid prescription from a physician.

### **Exceptions**

Insulin qualifies for reimbursement without a prescription.

Equipment, supplies, and diagnostic devices such as bandages, hearing aid batteries, and blood sugar test kits remain eligible for reimbursement without a prescription.

Participants must submit an original itemized receipt detailing the name of the medicine when applying for reimbursement for prescription and approved over the counter medicines. When applying for co-payment reimbursements, a valid explanation of benefits is required. Explanation of Benefits ("EOBs") and summary of payments from the Express Scripts and MagnaCare websites are acceptable, as are EOBs from other, similar websites.

The Trustees, to the extent funds are available for this purpose, shall authorize payment from the Participant's account to the Participant. Participants should not make an application for prescription and over-the-counter drug reimbursements until the aggregate of their claim is at least one hundred dollars (\$100.00). If a lesser amount than one hundred dollars (\$100.00) is accumulated during the calendar year, the Participant may submit for such lesser amount at the beginning of each December.

All distributions made to reimburse for the eligible and approved medical

expenses will not be subject to taxation.

## **Ineligible Expenses**

### ***Ineligible Medical Expenses: A Partial List***

Expenses that are not considered Medical Care Expenses for purposes of the Plan include:

- Certain over-the-counter medications or products (except those with a valid prescription)
- Cosmetic services
- Expenses you claim on your income tax return
- Expenses that are not tax-deductible
- Expenses that are reimbursed by other sources, such as insurance or other group health plans
- Fees for exercise or health clubs, unless medically necessary
- Hair transplants
- Illegal treatments, operations or drugs
- Postage and handling fees
- Weight loss programs that are not medically necessary

Any exclusions under this section will not apply to the extent that coverage is otherwise specifically provided in this document. Excluded charges will not be used when determining reimbursement.

## **5. Supplementary Financial Assistance Benefits**

In the event that a Participant requires financial assistance to make delinquent mortgage or rental payments, for a primary residence only, the Trustees, to the extent funds are available for this purpose, shall authorize payment from the Participant's account to the Participant. The Participant is required to submit the applicable documentation as established by the Trustees and must be unemployed for a minimum of five consecutive working days in the applicable month, disabled or receiving Workers' Compensation indemnity payments to qualify for this benefit. An original coupon demonstrating a current delinquency and/or letter from the lending institution demonstrating a current delinquency is required as proof that mortgage payments are in arrears. An original notarized statement from the landlord is required to verify that rent

payments are delinquent.

**6. Holiday Benefits**

Eligible Participants will receive a holiday payment from this Plan at a rate equal to their daily wages, based on the applicable Collective Bargaining Agreement, unless a written election is made to waive receipt of this payment, or if holiday pay is due from the Vacation / Holiday / Unemployment Plan. If a Participant is required under his or her Collective Bargaining Agreement to receive holiday benefits first from the Vacation/Holiday/Unemployment Plan, but does not have sufficient funds in that Plan, he or she may elect to receive distribution from this Plan, to the extent funds are available from the account.

**7. Vacation Benefits**

An eligible Participant who has a sufficient account balance may apply to withdraw vacation payments as indicated below.

**“A” DIVISION  
During a Period When Furlough Is Not Required**

“A” rated Journeypersons covered under the Collective Bargaining Agreement between Local Union No. 3 IBEW, AFL-CIO and the New York Electrical Contractors Association, Inc. and the Association of Electrical Contractors, Inc. or Westchester/Fairfield Division New York Electrical Contractors Association, Inc., New York City Chapter, NECA, Inc. will be eligible for a gross weekly wage replacement benefit of up to \$2,645 for vacations and/or a supplementary weekly vacation benefit of up to \$1,985, to the extent funds are not payable first or available from the Vacation/Holiday/Unemployment Plan. The number of weeks is based on the schedule in the Collective Bargaining Agreement. Payment will be made to the extent funds are available from the account.

**“A” DIVISION  
During a Period When Furlough Is Required**

“A” rated Journeypersons covered under the Collective Bargaining Agreement between Local Union No. 3 IBEW, AFL-CIO and the New York Electrical Contractors Association, Inc. and the Association of

Electrical Contractors, Inc. will not be eligible for a weekly wage replacement benefit for vacations, or a supplementary vacation benefit when the furlough or work-sharing plan is in effect, since vacations are cancelled.

### **ADMINISTRATIVE DIVISION**

Participants in the Administrative Division (“ADM”) who are eligible to receive vacation benefits from this Plan may apply for a gross weekly wage replacement benefit of up to \$2,645 for vacations and/or a supplementary weekly vacation benefit of up to \$1,985, to the extent funds are available from the Participant’s account. This will continue until vacation benefits become payable first from the Vacation/Holiday/Unemployment Plan. The benefit will be based on the number of vacation weeks earned according to the schedule contained in the ADM Collective Bargaining Agreement.

### **APPRENTICE, “M” AND EXPEDITOR DIVISIONS**

All Participants in the Apprentice, “M” and Expeditor Divisions who are eligible to receive vacation benefits from this Plan may apply for a weekly wage replacement amount for vacations that is proportionately related to their applicable daily wage plus a weekly supplementary vacation amount of up to \$1,985, based on the number of weeks specified in the applicable Collective Bargaining Agreement and to the extent funds are available from their account.

Effective April 19, 2019, subject to your Collective Bargaining Agreement, Participants with three or more weeks of vacation are entitled to take one week in days, with the prior approval of your Employer. The maximum daily payment is equal to one-fifth of your maximum weekly amount.

### **ALL OTHER DIVISIONS**

All Participants who are not “A” rated Journeypersons or not in the ADM, Apprentice and “M” Divisions may request a supplementary vacation amount of up to \$1,985 per week for each week of vacation received pursuant to the applicable Collective Bargaining Agreement to the extent funds are available from their account. This also applies to

those in the ADM and Expeditor Divisions who are receiving vacation benefits from their Employer.

**If a Participant is required to receive vacation benefits from the Vacation/Holiday/Unemployment Plan, but does not have sufficient funds in that Plan, he or she may elect to receive a distribution from this Plan, to the extent funds are available from the account.**

## **8. Supplementary Death Benefits**

In the event any Participant should die, the Trustees, to the extent that funds are available for this purpose, shall pay up to \$2,000 per month to each designated beneficiary of the deceased Participant, until such time as the deceased Participant's account balance is exhausted.

## **9. College Tuition Reimbursement Benefit**

In the event a Participant requires assistance to pay for college tuition for unmarried children up to the age of 25 (and up to age 30 for graduate studies students), the Trustees may authorize payment of up to \$10,000 (net amount) per semester, per child to the extent funds are available from the Participant's account. Reimbursement may be requested on a semi-annual or annual basis.

## **10. Non-College Private School Tuition Reimbursement Benefit**

In the event a Participant requires assistance to pay tuition for a private school, other than college, for unmarried children up to the age of 25, or for a Learning Center, which must be an approved institution that provides additional educational instruction dedicated to enhancing skills related to the school curriculum for students from kindergarten through high school, the Trustees may authorize payment of up to \$10,000 (net amount) per school year, per child to the extent funds are available from the Participant's account. Reimbursement may be requested on a semi-annual or annual basis. This benefit is for primary education only and does not extend to tutoring services, or any other extra-curricular educational services apart from Learning Centers.

**11. Jury Duty Benefit**

A Participant who is not eligible for reimbursement of jury duty service from the Educational and Cultural Trust Fund of the Electrical Industry may withdraw up to \$200 per day for each day served, to the extent funds are available from the Participant's account. The Participant must provide the Plan with proof of serving jury duty.

**12. Funeral Leave Benefit**

A Participant may request benefits for a funeral leave up to a maximum of \$2,589, to the extent funds are available from the Participant's account. This benefit will be paid with respect to the death of the Participant's spouse, parent, spouse's parent, child (natural, adopted or dependent), grandchild, brother, sister or grandparents.

**13. Adoption Expenses**

A Participant may request to receive reimbursement for qualified adoption expenses directly related to the legal adoption of each child who has not reached the age of eighteen, when the adoption has been successfully completed, to the extent funds are available from the Participant's account. The maximum amount of the eligible reimbursable expenses shall not exceed \$10,000. Eligible reimbursable expenses include adoption fees, court costs, attorney fees and other directly related expenses.

**14. Child Care Reimbursement**

Bills for Child Care Services must be from a certified day care center that provides supervision and care of a child through age 12. An original letter must be submitted from the provider that includes that name of the child, the amount that was paid by the Participant, a description of the services provided and the time period. The letter, on the provider's letterhead, must be signed by an official or an officer of the institution. Child Care reimbursement is allowed up to a net of \$10,000 per calendar year, per child. The Participant must maintain a minimum \$10,000 balance in their account.

## DESIGNATION OF BENEFICIARIES

You may designate one or more beneficiaries who will be entitled to the payment of benefits from your account upon your death. Your spouse must be your beneficiary if you are married, unless you provide the Plan Administrator with one of the following:

1. Written, notarized statement on the Plan's form from you and your spouse agreeing that your spouse will not be your beneficiary and naming another person or persons as beneficiary; or
2. Written, notarized statement on the Plan's form that you are either not married or you are married but cannot locate your spouse to get consent to the designation, or you are legally separated or abandoned and have a court order to such effect. This statement must be accompanied by any additional evidence or affidavits requested by the Plan Administrator.

If you are married, your spouse must consent to the specific beneficiary you name. You may change your beneficiary at any time during your lifetime. However, if you are married, you must obtain your spouse's consent to all changes to your beneficiary designation.

For purposes of this Plan, a spouse is the person to whom you are legally married according to the laws of the state where celebrated. The Plan will comply with a Qualified Domestic Relations Order ("QDRO") regardless of the beneficiary designation.

Designation of Beneficiary forms can be obtained from the Plan Administrator or online at [www.jibe.org](http://www.jibe.org). A designation of beneficiary form shall only become effective upon its receipt by the Plan Administrator. The last effective designation form actually received by the Plan Administrator shall replace all prior designations. An effective designation of a beneficiary shall remain in effect only if the designated beneficiary survives the Participant.

If a Participant made a designation before January 1, 1985 or before being married and did not designate his or her spouse, then, upon the Participant's death, if he or she is survived by an eligible spouse, his or her account balance will be divided with 50% being disbursed to the



surviving spouse and the remainder paid to the designated beneficiary.

**If a married Participant obtains a divorce, the divorce does not automatically revoke a previous designation of a Participant's ex-spouse as beneficiary unless the Participant remarries, in which case the current surviving spouse is the married Participant's beneficiary and will receive 50% of any remaining account balance unless the current spouse has waived his or her right as the sole beneficiary as described above.** Participants who wish to change their beneficiary following a divorce, or for other reasons, must submit to the Plan Administrator a new Designation of Beneficiary form. The Plan will not pay benefits based upon a Designation of Beneficiary form submitted to any other employee benefit plan.

If a Participant fails to designate a beneficiary, or a beneficiary dies before the Participant, the benefits shall be paid to a survivor of the highest priority as listed below:

1. surviving spouse
2. children of the deceased Participant
3. grandchildren of the deceased Participant
4. parents of the deceased Participant
5. brothers and sisters of the deceased Participant
6. estate of the deceased Participant

If there is more than one eligible priority survivor in the same class, each person will receive a maximum benefit of up to \$2,000 per month.

## **CLAIMS PROCEDURE**

The Plan Administrator shall make each claim determination in a uniform and non-discriminatory manner. Within 90 days after the Plan Administrator receives the claim, the Plan Administrator will grant the claim, deny the claim, or notify the Participant, former Participant, or beneficiary (Claimant) that special circumstances require an extension of time to process the claim. The extension of time cannot exceed 180 days from the date of the original request.

Within 30 days after denying any benefit under the Plan, the Plan Administrator shall send the Claimant written notice (notice of denial) by

certified mail to the Claimant's last address of record with the Plan. The notice shall state that the claim for benefits was denied, and the specific reasons for denial, making reference to the Plan provisions upon which the denial was based. It shall also describe the materials or information, which, if provided, would allow the Claimant to perfect the claim and shall also state why this information is needed. The notice of denial shall advise the Claimant that the Claimant may file a written appeal of the denial within 60 days after receiving the notice of denial. In pursuing an appeal, the Claimant or the Claimant's representative may review pertinent documents and submit issues and comments in writing. Within 60 days after filing the appeal, the Plan Administrator shall notify the Claimant in writing of its decision on the appeal, or that special circumstances require an extension of time to process the appeal. The extension cannot exceed 120 days from the date the Claimant files the appeal.

The Plan Administrator and the Trustees shall have full discretionary authority to determine eligibility for benefits and to interpret and construe the Plan's terms and provisions. The findings of the Trustees or the Plan Administrator shall be conclusive and binding on all parties and shall be upheld in court unless found to be arbitrary or capricious.

### **PLAN AMENDMENT**

The Plan may be amended from time to time and at any time by the Trustees, subject to the terms of the Collective Bargaining Agreement.

### **PLAN TERMINATION**

The Plan can be terminated upon the unanimous consent of all Trustees, and the parties to the Collective Bargaining Agreement.

If the Plan terminates, every Participant or beneficiary of a deceased Participant will have a nonforfeitable right to receive the balance of money in the Participant's account. Any unpaid portion of a deceased Participant's death benefits will be paid to beneficiaries.

The Plan is an employee welfare benefit plan.

## **ALIENATION OF BENEFITS**

As a general rule, a Participant or beneficiary may not assign, sell, dispose or transfer any amounts in his contribution account before receiving them. If you do so, your actions will have no effect.

The primary exception is provided for under the Retirement Equity Act of 1984. The Plan may be required to pay all or a part of your contribution account to your spouse, ex-spouse, children or other dependents if ordered to do so by a court of law as part of a divorce, separation, support or other domestic relations proceeding. The Trustees of the Plan have promulgated rules to determine whether an order served upon the Plan is a Qualified Domestic Relations Order with which it must comply. You may request a copy of this procedure from the Plan Administrator.

## **STATEMENT OF ERISA RIGHTS**

As a Participant in the Additional Security Benefits Plan of the Electrical Industry, 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:

### **Receive Information About Your Plan and Benefits**

- 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 for 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 welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare 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. 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 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 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 (866) 444-3272.

PLEASE NOTE THAT COPIES OF THE TRUST AGREEMENT ARE AVAILABLE FOR YOUR INSPECTION DURING REGULAR BUSINESS HOURS IN THE OFFICE OF THE PLAN ADMINISTRATOR.

## NOTES

## NOTES





**ADDITIONAL SECURITY BENEFITS PLAN  
OF THE ELECTRICAL INDUSTRY**

JOINT INDUSTRY BOARD OF THE ELECTRICAL INDUSTRY  
158-11 Harry Van Arsdale Jr. Avenue  
Flushing, NY 11365  
718-591-2000  
www.jibei.org

**OFFICERS AND TRUSTEES**

Stephen Gianotti  
*Chairman*

Christopher Erikson  
*Secretary*

Thomas Cleary  
*Trustee*

**Employer Trustees**

Kristine DeNapoli  
Stephen Gianotti  
Craig Gilston  
Carol Kleinberg  
Steven Lazzaro  
John Mannino  
John Villafane

**Employee Trustees**

Thomas Cleary  
Christopher Erikson  
Christopher Erikson Jr.  
William Hofving  
Raymond Melville  
Luis Restrepo  
Lance Van Arsdale

Dr. Gerald Finkel  
*Chairman,*  
*Joint Industry Board of the Electrical Industry*

Vito V. Mundo  
*Counsel*