

IBEW LOCAL 22 VACATION & HOLIDAY PLAN



SUMMARY PLAN DESCRIPTION

January 2017

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INTRODUCTION

We are pleased to distribute this Summary Plan Description (SPD) explaining the benefits available to you under your IBEW Local 22 Vacation and Holiday Plan. This document summarizes eligibility rules, explains how benefits are accumulated and distributed, explains how the Plan is administered, and sets forth your rights as a Participant in a Plan governed by the Employee Retirement Income Security Act (ERISA). We urge you and your spouse or designated beneficiary to acquaint yourself with the operation of the Plan as described in this booklet.

This Plan is governed by the Amended Agreement and Declaration of Trust between the IBEW Local No. 22 and NECA-Omaha Division, Nebraska Chapter ("Trust Document"). Although this Summary Plan Description is written in plain language to help explain the Trust Document, the language of the Trust Document supersedes any interpretations that might be incorrectly inferred from this SPD. A copy of the Trust Document is available for review during normal business hours at the IBEW Local 22 Fund Office.

Changes and improvements will be made to this Plan from time to time. We will keep you informed of any modifications; however, you should always contact the Fund Office if you have important questions regarding eligibility, benefits, or the procedures outlined in this SPD.

Sincerely,

The Board of Trustees

ABOUT THE PLAN

The IBEW Local 22 Vacation and Holiday Plan is the byproduct of a collective bargaining agreement between your Employer and the Union. The money in your Vacation and Holiday account is received from Employer Contributions based on the amount of hours you work, on dates and in amounts indicated by the labor contract negotiated with the Employer by your Union, or by another written agreement requiring contributions to the Plan.

This Summary Plan Description describes the benefits offered by the IBEW Local 22 Vacation and Holiday Plan, as well as the rules and regulations which govern the Plan. The Board of Trustees is authorized to interpret these rules and regulations along with the Trust Agreement. The Board has discretion to determine all questions arising under the SPD and the Trust Agreement, including questions about eligibility for participation in the Plan, rights to benefits, the information and proof necessary to substantiate a claim for benefits, and the definition of any Plan term.

To better serve you, the Board has authorized the Fund Office to respond in writing to written questions. If you have a question about your benefits, please write to the Fund Office for an answer. As a courtesy, the Fund Office may also respond informally to oral questions by telephone or in person at the Fund Office. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning benefits. The Board will have the ultimate authority and discretion to interpret the Plan documents and make an independent determination about a Participant's entitlement to benefits.

ELIGIBILITY

An Employee is eligible to become a Participant in the Plan when he or she is:

- (1) Employed as an electrical worker under the terms of a collective bargaining agreement between Local 22 and an Employer who is obligated to make contributions to this Plan; and
- (2) That Employer actually makes contributions on behalf of the Employee to this Plan in an amount determined by the Collective Bargaining Agreement.

Once eligible, an Employee may enroll in the Plan as a Participant by completing an Enrollment and Designated Beneficiary Card. The Enrollment and Designated Beneficiary Card may be obtained at the Fund Office, or online at www.22benefits.aibpa.com. This form provides information about the Participant and his or her dependents and allows the Participant to name a Beneficiary or Beneficiaries for the Vacation and Holiday Plan.

BENEFIT PAYMENTS

Participants in this Plan are entitled to Vacation and/or Holiday pay, in amounts established by the terms of the Collective Bargaining Agreement under which they are working. Vacation pay and Holiday pay are two separate benefits and are accordingly distributed differently. This section explains the methods and timing of distributions for vacation and holiday pay, respectively.

I. VACATION PAY

Participants may choose between the following two distribution methods:

1. Direct Deposit: Participants may choose to have their Vacation contributions transferred directly to an individual account at the Electrical Workers 22 Federal Credit Union (“Credit Union”). Contributions may be sent to an account the Participant has already established at the Credit Union, or a Participant may set up a new account. Participants may elect this method of distribution by completing a direct deposit authorization form, which is available online or at the Fund Office or the Credit Union.
2. Semi-Annual Payout: Participants who do not wish to have their Vacation contributions transferred directly to an individual account at the Credit Union may elect instead to receive a semi-annual payment. Each Participant who selects this method will receive two automatic payouts from the Plan each year, one on or about May 15 and another on or about November 15. These payouts will be mailed to the address on file at the Fund Office.

Participants may change their method of distribution at any time by completing a change of election form, which is available online or at the Fund Office. Any change in a Participant's distribution will become effective beginning with the hours that are reported in the month following the month in which the election form is received by the Fund Office. This means, for example, if a Participant's election form is received by the Fund Office during the month of April, the election will apply to April hours reported during the month of May.

II. HOLIDAY PAY

In addition to Vacation benefits, Employers also contribute Holiday Pay to the Plan on behalf of each Employee. The amount to be paid into the Holiday Plan is determined by the Collective Bargaining Agreement. When Holiday pay is contributed by the Employers on a monthly basis, it is deposited into a Trust fund administered and maintained by the Fund Office. The amount owed to each Employee for Holiday pay is then mailed to the Participant's last known address in November of each year, typically the week before Thanksgiving.

IMPORTANT

It is your responsibility to notify the Fund Office of a change of address or change in family status, such as marriage or divorce, or a change of Beneficiary. Failure to do so may delay or prevent the payment of benefits under this Plan.

A Participant may only receive the amounts that have actually been contributed by his or her employer. If an employer fails to contribute to the Plan for the work that a Participant performs, that Participant will not receive those amounts until the Fund Office has collected the contributions from the Employer.

DEATH BENEFITS & BENEFICIARIES

If you pass away with undistributed vacation funds in your account, the benefits will be paid to the person or persons entitled to receive the benefits in the following order:

- a) First to your spouse;
- b) If you have no living spouse, then to your living children in equal shares;
- c) If you have no living spouse or children, then to your living parents in equal shares;
- d) If you have no living spouse, children or parents, then to your living siblings in equal shares;
- e) If you have no living spouse, children, parents or siblings, then to your estate.

If a Participant dies, the total amount of the individual account will be paid to the designated Beneficiary or Beneficiaries in one lump sum. In order to obtain benefits as a Beneficiary of a deceased Participant, the Beneficiary must file an application for benefits with the Fund Office, along with a certified copy of the Participant's death certificate. The Fund Office can assist the Beneficiary with this filing

If you wish to designate a Beneficiary that would not otherwise be entitled to receive your benefits under this standard distribution, you may complete a Beneficiary Form which will enable you to designate specific Beneficiary or Beneficiaries. This form is available at the Fund Office and can be obtained upon request. A Participant may change the Beneficiary or Beneficiaries at any time by completing a new form.

If a Participant designates his or her spouse as the Beneficiary and subsequently gets divorced, the Participant's former spouse is automatically revoked as the Beneficiary upon the date of the divorce. Therefore, it is important that the Participant complete a new Enrollment and Beneficiary Designation card following a divorce, especially if he or she wants his or her former Spouse to remain as Beneficiary.

ASSIGNMENTS AND LEVIES

This Plan was created with the purpose and intent that the funds in each Participant's Vacation and Holiday account be received by the Participant personally and be used by the Participant personally to enable the Participant to take a bona fide vacation or holiday from work, and for no other purpose. Accordingly, funds due under the Plan cannot be assigned or otherwise alienated.

Under applicable law, however, the account may be garnished by a creditor of the Participant upon receipt by the Fund Office of the proper wage garnishment forms. Should the Fund Office be required to comply with a legal order for garnishment or levy, the Plan will provide the Participant with a remittance notice of any payments made toward the encumbrance.

FORFEITURE OF UNCLAIMED BENEFITS

If the amount in a Participant's Vacation and Holiday account cannot be distributed within two (2) years due to the lack of a correct address or for any other reason, or if a Participant fails to cash a benefit check within such period, the Participant shall be deemed to have forfeited that amount to the Plan. Forfeited funds will be used to defray the cost of maintaining the Plan.

However, if after a Participant's benefit has been deemed to have been forfeited to the Plan, that individual is able to establish to the satisfaction of the Board of Trustees that the Participant has a valid claim for unpaid Vacation benefits and provides any requested documentation in support of that claim, the unpaid Vacation benefits will be paid to the Participant. The Fund will pay any replacement benefits at face value of the original Vacation benefit, without interest.

ADMINISTRATION FEES

The Plan incurs expenses for administration (e.g. legal fees, third-party administrative fees, auditing fees, postage). The following is an explanation of how the Plan pays its expenses:

- If a Participant's contributions are deposited into the Trust Fund administered by the Fund Office, these contributions will earn interest and the interest will be used to pay administrative expenses.
- If a Participant elects to have his or her Vacation contributions deposited into an account at the Credit Union, a fee of \$2.00 will be deducted from these contributions each month to pay administrative expenses.

If necessary, Participant accounts may be assessed an additional administration fee, as determined by the Trustees in their sole and absolute discretion, from time to time.

APPEAL PROCEDURE

This Plan includes a claim and appeal procedure that must be followed. Please read the following carefully before filing a claim or lawsuit involving the Plan, the Board of Trustees, or the Fund.

Filing a Claim. The Plan will treat any written request for a Plan benefit or any other written claim for Plan action made by the Participant (or the Participant's authorized representative) in accordance with the procedures described in this SPD as "Benefit Payments." The Participant has the right to appeal any Plan decision regarding the amount or timing of a benefit withdrawal or any other Plan decision affecting the Participant's rights under the Plan using the procedures set forth below.

In the event a claim for benefits is denied, the Plan Administrator will furnish the Participant with a written statement of the reasons for such denial, the Plan provision upon which the denial is based, and a statement of any requirements which the Participant must meet in order to have the claim approved. The Participant may obtain review of the denial by delivering a written request to the Fund Office.

Appeal Rights. If the claim is denied, in whole or in part, the Participant may request that the Board of Trustees review the benefits denial. Appeals must be in writing and received by the Fund Office within sixty (60) days after the Claimant receives written notice of the denial from the Fund Office. Failure to file a timely written appeal shall constitute a complete waiver of rights to appeal, and the decision of the Fund Office will be final and binding.

The Board of Trustees, in making its determination, will take into account all comments, documents, records and other information that is submitted, without regard to whether that information was submitted or considered by the Fund Office.

Notice of Decision. Written notice of the decision of the Board of Trustees will be sent within five (5) calendar days from the date of the meeting at which the appeal was reviewed. The decision of the Board of Trustees on review is final and binding on all parties, including anyone claiming a benefit on the Participant's behalf. The Board of Trustees has full discretion and authority to determine all matters relating to appeals, including but not limited to, the standard of proof required for any claim and the application and interpretation of the Plan.

GENERAL INFORMATION

NAME OF PLAN

This Plan is known as the IBEW Local No. 22 Vacation and Holiday Fund.

TYPE OF PLAN

This Plan is a multiemployer welfare benefit Plan.

PLAN SPONSOR AND ADMINISTRATOR

The Plan Sponsor under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), is the Board of Trustees of the IBEW Local 22 Electrical Workers Vacation and Holiday Trust Fund. The Board of Trustees is also the Named Fiduciary of the Fund.

BOARD OF TRUSTEES

The Board of Trustees consists of Employer and Union representatives, selected by the Employers and the Union, in accordance with the Trust Agreement that relates to the Plan.

The Board of Trustees may be contacted at the following Fund Office address and phone number:

IBEW Local 22 Electrical Workers
Fringe Benefit Office
8960 "L" Street, Suite 101
Omaha, NE 68127-1406
(402) 592-3753

NAMES AND ADDRESSES OF THE BOARD OF TRUSTEES

EMPLOYER TRUSTEES

John T. McMahon
O.K. Electric Company
3112 South 67th Street
PO Box 6066
Omaha, NE 68106-3664

Allan Hale, Executive Director
Nebraska Chapter NECA
8960 L Street, Suite 100
Omaha, NE 68127

Tom Falcon
Miller Electric Co
2501 St Mary's Ave
Omaha NE 68105-1696

UNION TRUSTEES

Barry Mayfield
IBEW Local 22
8946 "L" Street
Omaha, NE 68127-1406

Michael Stopak
8946 "L" Street
Omaha, NE 68127-1406

Steve Mayfield
8946 "L" Street
Omaha, NE 68127-1406

ADMINISTRATOR

The Board of Trustees has designated the Fund Administrator to perform the routine functions of the Plan. To contact the Fund Administrator, write to or call:

BeneSys, Inc.
8960 "L" Street, Suite 101
Omaha, NE 68127-1406
(402) 592-3753

IDENTIFICATION NUMBERS

The number assigned to the Plan by the Internal Revenue Service is 47-6021937. The Plan Number is 501.

DESIGNATED AGENT FOR SERVICE

The name and address as the person designated as Agent for service of legal process is:

Don Love
BeneSys, Inc.
8960 "L" Street, Suite 101
Omaha, NE 68127-1406

Service of Process may also be effected upon the Board of Trustees or any individual Trustee.

TRUST FUND

The Plan's assets are held in Trust by the Omaha Brotherhood of Electrical Workers Local No. 22 Vacation-Holiday Trust Fund.

SOURCE OF FUNDING

The Benefits described in this Summary Plan Description are funded through contributions forwarded to the Plan by the Employers and by investment income earned on a portion of the Fund's assets. The contribution amount is determined by the provisions of the Collective Bargaining Agreements.

The Fund Office will provide any Participant or Beneficiary, upon written request, information as to whether a particular Employer is contributing to this Fund, and if so, that Employer's contact information.

Copies of the Collective Bargaining Agreement, as well as the Trust Agreement and Annual Form 5500 filed with the Internal Revenue Service, are available for inspection at the Fund Office during regular business hours from 9:00am to 5:00pm, Monday through Friday.

RIGHT TO AMEND

The Trustees have the complete discretion to amend or modify the Plan or Trust, and any of their provisions, in whole or in part, at any time.

PLAN YEAR

The Plan Year is from June 1 through May 31 of the following year.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a Participant in this 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:

1) Receive Information About Your Plan and Benefits, including:

- 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 Pension and Welfare Benefit 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.

2) 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 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. If your claim for a 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.

3) 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 thirty (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 or a medical child support 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, if, for example, it finds your claim is frivolous.

4) 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 Area 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, 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. For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 1-800-998-7524 or contact the EBSA field office nearest you. You may also find answers to your Plan questions at the website of the EBSA at www.dol.gov/ebsa.

DEFINITIONS

The following words have specific meanings when used in the Plan. It is important to understand the meanings of these defined terms while using this booklet.

Beneficiary

A “Beneficiary” is a person designated by a Participant or the Plan to receive benefits when a Participant dies.

Board of Trustees

“Board of Trustees” or “Trustees” refers to all of the persons designated as members of the Board of Trustees of the IBEW Local 22 Vacation and Holiday Fund, established as one body pursuant to the Agreement and Declaration of Trust.

Collective Bargaining Agreement

“Collective Bargaining Agreement” refers to any and all negotiated labor agreements between an Employer and the International Brotherhood of Electrical Workers Local 22, or any other contract that requires Contributions to the Fund.

Employee

An “Employee” is anyone employed by an Employer in a position for which the Employer makes Contributions to the Fund under a Collective Bargaining Agreement. Employees may also include a Signatory Employer or someone employed by an organization signatory to a Participation Agreement.

Employer

An “Employer” is a company or entity that employs Employees under a signed Collective Bargaining Agreement or Participation Agreement that requires Contributions to the Fund.

Fund

“Fund” means the IBEW Local 22 Vacation and Holiday Fund created by the Trust Agreement establishing the Fund.

Fund Office

“Fund Office” means any office or other physical location out of which the Fund is administered.

Participant

A “Participant” is an Employee who has satisfied the rules to become eligible under the terms of the Plan.

Participation Agreement

A “Participation Agreement” is an agreement approved by the Board of Trustees allowing Contributions to the Plan for Employees who are not covered by a Collective Bargaining Agreement.

Plan

“Plan” means the IBEW Local 22 Vacation and Holiday Fund as set forth in this document and as amended from time to time.