

**IBEW LOCAL UNION NO. 595 VACATION PLAN**  
**SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT**

**Effective February 1, 2021**

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## **INTRODUCTION**

The IBEW Local Union No. 595 Vacation Plan (the APlan@) is maintained pursuant to collective bargaining agreements between Local Union No. 595, International Brotherhood of Electrical Workers (ALocal 595” or the AUnion@) and the Alameda County Branch Northern California Chapter of the National Electrical Contractors Association (the AAssociation@ or ANECA@), representing employers in the industry. The Plan is a multiemployer plan, as that term is defined by Section 3(37)(A) of the Employee Retirement Income Security Act of 1974 (AERISA@), whose primary purpose is to provide vacation benefits funded through deductions from the wages of Plan participants. The amount of the vacation benefit is determined by the provisions of the Inside Construction Agreement between the Union and the Association (the AAgreement@). The Plan is administered by a Board of Trustees (ATrustees@) consisting of four (4) Union and four (4) Association Trustees. The assets of the Plan are held in a trust fund that is tax exempt under Internal Revenue Code Section 501(c)(9).

This summary is designed to describe the highlights of the Plan in plain language and to summarize the legal provisions that govern the Plan. In the event there is a conflict between this Summary Plan Description and the Agreement, the Agreement will control.

Read this Summary Plan Description carefully so that you understand the provisions of the Plan and the benefits you will receive. You should direct any questions you have to the Plan Administrative Office.

### **I. ELIGIBILITY AND PARTICIPATION**

#### **1. Who Is Eligible To Participate In The Plan?**

You are eligible to participate if you are working for a Contributing Employer who is required to make contributions to the Plan on your behalf pursuant to a collective bargaining agreement or a participation agreement between the Union and such Employer.

#### **2. When Am I Eligible To Participate In The Plan?**

You become a participant in the Plan on the date a contribution is first made on your behalf to the Plan by a Contributing Employer.

#### **3. Must I Enroll In The Plan To Receive Benefits?**

No. You are automatically enrolled in the Plan on the date you are eligible to participate. If you cease being eligible to participate but then return to eligible status, you will automatically be re-enrolled in the Plan. You are not required to complete an election or enrollment form in order to enroll (or re-enroll) in the Plan.

## **II. CONTRIBUTIONS**

1. How Much Will The Contributing Employers Contribute To The Plan?

Each of the Contributing Employers will contribute an amount to the Plan calculated in accordance with the terms of the Agreement. Contributions will be deducted from your wages and deposited in an individual account maintained for you by the Plan.

2. Are Participants Required to Contribute to the Plan?

No. Contributing Employers make all contributions to the Plan through payroll deductions.

## **III. BENEFITS**

1. What Benefits Are Provided To Me Under The Plan?

The Plan pays vacation benefits to you in an amount equal to the amounts contributed to the Plan on your behalf, less reasonable administrative expenses that are set from time to time by the Trustees, together with a pro-rata share of any investment earnings of the Trust Fund.

2. When May I Elect My Vacation Benefits?

You may claim vacation benefits for one scheduled vacation at any time throughout the year, except during the month of November, when calculations for the annual distribution are made.

You may also claim vacation benefits from your account to be paid during all months other than November and December (the month of the annual distribution).

After the first five (5) payments of vacation benefits within the Plan Year, you may request additional payments of vacation benefits for a reasonable administrative fee per payment, to be set from time to time by the Trustees.

3. May I Elect Transfers to My Credit Union Account in Lieu of Direct Payments?

In lieu of direct payments, you may authorize transfers of contributions to the Plan made on your behalf to your account in the OE Federal Credit Union which is located at 250 North Canyons Parkway, Livermore, CA 94551, Phone: (925) 454-4000. Forms authorizing such transfers are available at the Plan Administrative Office. There will be no charge for transfers of vacation benefits to your Credit Union account.

4. How Do I Elect To Receive My Vacation Benefits?

A claim for payment of vacation benefits must be made in writing on or before the first day of the month in which you seek such payment. You may obtain an application for vacation benefits from the Plan Administrative Office.

5. What Additional Payments May I Receive?

Any funds remaining in your account at the end of November of each year will automatically be paid to you during the first fourteen (14) days of December of that year, unless you notify the Plan Administrative Office in writing on or before the first day of December of that year of your desire to retain such funds in your account.

6. What Happens If I Do Not Claim My Vacation Benefits?

If you do not claim your vacation benefits within four (4) years following the last day of employment for which the benefits are payable the amounts not claimed by you within this four year period will be returned to the Plan's general assets. Provided, however, that if you thereafter file an application for payment of your individual account balance or return to covered employment, your prior account balance shall be reinstated from current earnings of the Trust. The account so reinstated shall consist of your individual account balance as of the date of prior termination of your account.

7. What Happens To My Benefits Upon My Death?

If you die before being paid all of your vacation benefits, your 1) spouse, 2) children, 3) parents and 4) brothers and sisters may file a claim for your vacation benefits and any remaining benefits will be paid to such classes of relatives, in equal shares per class member, in that order of priority. For example, if you die with vacation benefits which were not yet paid, have no surviving spouse but do have two (2) children who survived you, each child shall be entitled to 50% of your unpaid vacation benefits. Your claimant must complete and sign a notarized statement and provide proof of his or her relationship to you in order to claim your vacation benefits. This statement and instructions relating to the additional documentation that must be provided by the claimant can be obtained from the Plan Office. If at the time of your death you had no spouse, children, parents or brothers and sisters, any remaining vacation benefits will be paid to your estate. If a claim is filed by more than one claimant, the Board of Trustees has the sole and absolute discretion to determine which claimant(s) is eligible for such benefits and shall be paid. As set forth in No. 6 above, any amounts not claimed within four (4) years following the last day of your employment for which the benefits are payable will be forfeited and used by the Plan to pay administrative expenses.

#### **IV. TERMINATION OF PARTICIPATION**

1. When Will My Participation In The Plan End?

Your participation in the Plan shall terminate upon either:

- the payment to you of all of your vacation benefits; or
- the return of all of your vacation benefits (after the four- year period described in Section III, Nos. 6 and 7 above) to the general assets of the Plan ;

that follows the earliest occurrence of any of the following events:

- the date you terminate employment with a Contributing Employer;
- the date your employment is no longer governed by a collective bargaining agreement between the Union and a Contributing Employer; or
- the date the Plan is terminated.

## **V. CLAIMS AND APPEAL PROCESS**

### **1. How Are Claims Handled Under The Plan?**

You must file a claim with the Plan Administrative Office to receive vacation benefits under the Plan within four (4) years following the last day of employment for which such vacation benefits are payable. If a claim under the Plan is denied in whole or in part, you will receive written notification from the Plan Administrative Office. The notification will include the reasons for the denial, reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedures and the time limits applicable to such procedures, including your right to bring a civil action under section 502(a) of ERISA following an adverse decision on your appeal. This notice will be provided to you within ninety (90) days after receipt of the claim, unless special circumstances require an extension of time of up to an additional ninety (90) days for processing the claim. If such an extension is required, you will receive written notice of the extension prior to the termination of the initial ninety (90)-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the event of conflicting claims made for any portion of the Individual Account, and the parties are unable to resolve the dispute over the Individual Account during the ninety (90) day period and provide the Trust with instructions and joint releases, the Trust may, in the Trustees' sole discretion:

(1) Extend the period of withholding by filing an interpleader action in the United States District Court for a judicial determination of the controversy; or

(2) Commence payment according to the Participant's designation, absent a judicial order restraining the Trust from doing so.

### **2. What Can I Do If I Disagree With A Decision On My Claim?**

If you disagree with a decision regarding your claim, you have the right to file an appeal, in writing, with the Plan Administrative Office and you will be given the following rights:

- the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;

- upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits (that is not legally protected); and
- a review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

You must file your appeal no later than 60 days after you have received written notification of the denial of your claim for benefits. Your appeal must be given a full and fair review. The Trustees will make a determination of your appeal no later than the Trustee meeting that immediately follows the Plan Administrative Office's receipt of your appeal request. If, however, your appeal is filed within 30 days preceding the date of the next Trustee meeting, a determination of your appeal will be made no later than the second Trustee meeting following the Plan Administrative Office receipt of your appeal request. If special circumstances require an extension of time, a determination of your appeal will be made no later than the third Trustee meeting following receipt of your appeal request. You will be notified if such an extension is necessary prior to the extension and will be provided a description of the special circumstances and the date as of which the determination on appeal will be made. The Plan Administrative Office will provide you with a decision of your appeal within five (5) days after a determination is made.

If your appeal is denied, a written notice will be provided to you by the Plan Administrator that includes the specific reason or reasons for the denial, specific reference to those Plan provisions on which the denial is based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits, and a statement of your right to bring a civil action under section 502(a) of ERISA.

The Trustees have the exclusive and discretionary right to interpret and construe the provisions of the Plan, and decide any and all matters arising thereunder, including the right to remedy possible ambiguities in any relevant Plan document, or this Summary Plan Description or the application of ERISA, as well as to determine factual matters. Decisions of the Trustees are conclusive and binding.

## **VI. AMENDMENT AND TERMINATION**

### **1. May The Plan Be Amended?**

The Union and the Association (the "Parties") reserve the right at any time and for any reason to amend any or all of the provisions of the Plan. Any amendments to the Plan will be made pursuant to negotiations between the Parties and will be set forth in the Agreement or other contract between the Parties.

### **2. May The Plan Be Terminated?**

The Plan has been established with the intent that it will be maintained for an indefinite

period of time. Notwithstanding the foregoing, the Parties reserve the right to terminate the Plan, in whole or in part, at any time. In the event of any such termination, after all obligations of the Plan have been paid, any remaining monies may be paid to any future Vacation Plan created by the Parties.

## **VII. GENERAL INFORMATION ABOUT THE PLAN**

This Section contains certain general information which you may need to know about the Plan.

### **A. NAME AND TYPE OF ADMINISTRATION OF THE PLAN**

The name of the Plan is IBEW Local 595 Vacation Plan. The Plan is administered and maintained by the Joint Board of Trustees under contract with the Plan's Third-Party Administrative Services Provider:

IBEW Local 595 Vacation Plan  
c/o BeneSys Administrators, Inc.  
7180 Koll Center Parkway, Suite 200  
Pleasanton, CA 94566

You can contact that Plan Office in writing at the above address or by telephone at (925) 208-9996.

### **B. INTERNAL REVENUE SERVICE PLAN IDENTIFICATION NUMBER**

The Employer Identification Number (EIN) issued to the Board of Trustees is 94-3161563. The Plan Number is 501.

### **C. TYPE OF PLAN**

The Plan is a vacation plan which provides, through payroll deduction, vacation benefits for Participants.

### **D. COLLECTIVE BARGAINING AGREEMENTS**

This Plan is maintained pursuant to a Collective Bargaining Agreement and Declaration of Trust negotiated by IBEW Local 595 and the Northern California Chapter of the National Electrical Contractors Association. Each appoints an equal number of trustees to the Joint Board of Trustees of the IBEW Local 595 Vacation Plan. The Joint Board of Trustees is the Plan Administrator and the named Fiduciary with the authority to control and manage the operations and administration of the Plan.

### **E. NAME AND ADDRESS OF AGENT FOR SERVICE OF LEGAL PROCESS**



Joint Board of Trustees  
IBEW Local 595 Vacation Plan  
c/o BeneSys Administrators, Inc.  
7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566

Service of legal process may be made upon any member of the Joint Board of Trustees. Names and addresses of the current Board members are as follows:

John "J" Aguilera  
IBEW Union Local 595  
6250 Village Parkway  
Dublin, CA 94568

Greg Armstrong  
NECA, Northern California  
Northern California Chapter NECA  
5934 Gibraltar Drive, Suite 2015  
Pleasanton, CA 94588

Greg Bonato  
IBEW Union Local 595  
6250 Village Parkway  
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Pete Butler  
NECA, Northern California  
Northern California Chapter NECA  
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Jason Gumataotao  
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6250 Village Parkway  
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Michael Boehmer  
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2055 Williams Street  
San Leandro, CA 94577

Gorgina Halaufia  
IBEW Union Local 595  
6250 Village Parkway  
Dublin, CA 94568

Gary Woody  
Bockmon & Woody Electric  
P.O. Box 1018  
Stockton, CA 95201

F. REQUIREMENTS REGARDING ELIGIBILITY FOR PARTICIPATION AND BENEFITS

The Plan's requirements with respect to eligibility for benefits are shown on Page 1 of this document.

G. SOURCE OF FINANCING OF THE PLAN

All contributions to the plan are made by individual Employers in accordance with collective bargaining agreements described in subsection D above. A complete list of such Employers and employee organization may be obtained by Participants and Beneficiaries upon ten (10) days advance written request to the Plan Office.

H. CLAIM AND APPEAL PROCEDURES

The procedures for filing claims and appealing claim denials are set forth on Pages 4-5 of this booklet.

I. PLAN YEAR

The fiscal year of the Plan is the twelve-month period ending each October 31<sup>st</sup>, and the Plan's records are maintained on that basis.

J. PLAN BENEFITS ARE NOT GUARANTEED

The benefits provided by this Plan, while intended to remain in effect indefinitely, can be guaranteed only so long as the parties to collective bargaining agreements continue to require contributions into the Trust sufficient to underwrite the cost of the benefits. The Trustees reserve the right to amend this Plan document and to modify benefits at any time, or to reduce or eliminate benefits if necessary to maintain the financial soundness of the Plan.

**VIII. STATEMENT OF ERISA RIGHTS**

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

1. Examine, without charge, at the Plan Office and at the Local Union office, 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.
2. Obtain, upon written request to the Board of Trustees or the Plan Office, 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. A reasonable charge may be made for these copies.
3. Receive a summary of the Plan's annual financial report. The Plan Office is required by law to furnish each Participant with a copy of this summary financial report.

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 your interest and the interest of other Plan Participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a vacation benefit or exercising your rights under ERISA.

If your claim for vacation benefits is denied or ignored, in whole or in part, you have a

If your claim for vacation benefits 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 certain materials required to be furnished by 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 that 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 frivolous.


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, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. The Northern California regional office of the Employee Benefits Security Administration is located at 71 Stevenson Street, Suite 915, P.O. Box 190250, San Francisco, CA 94119-0250. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### **IX. EFFECTIVE DATES**

Except where expressly stated to the contrary, the effective date of this Summary Plan Description and Plan document shall be February 1, 2021.

The undersigned hereby certify that the Summary Plan Description and Plan document is hereby adopted by the Board of Trustees in writing on January 21, 2021.

Executed:

  
Co-Chairperson

Executed:

  
Co-Chairperson