

St. Paul Electrical Workers

REGULAR VACATION AND

HOLIDAY TRUST

Plan Document and
Summary Plan Description



**Construction
Agreement**

covering

Regular Vacation

and

Holiday Benefits



SPD Restatement
2013

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TO: *Employees of Contributing Employers to the St. Paul Electrical Workers Regular Vacation and Holiday Trust.*

This Summary Plan Description is made available to acquaint you with the benefits to which you may be entitled under the St. Paul Electrical Workers Regular Vacation and Holiday Trust, which is administered by the Joint Board of Trustees.

The Trust Agreement and the official minutes of the Board of Trustees constitute the final and binding rules and regulations governing the operation of the Trust. Additional information is available at the Plan office. The only people authorized to answer questions concerning the Plan are the Board of Trustees and the Staff of the Plan office. If you have questions regarding the Plan, contact the Plan office at (651) 776-IBEW (4239) or toll free 1-888-439-4239 and select option 4.

Detailed monthly reports of the activities of the Board of Trustees are submitted at membership meetings of Local Union No. 110, I.B.E.W. and the St. Paul Chapter N.E.C.A.

In the event employees who qualify under the Plan leave the trade prior to the date the checks are issued for the appropriate benefits, they shall not forfeit said benefits, but in no event shall funds be disbursed prior to the regular date of issue.

• GENERAL INFORMATION •

NAME OF PLAN: St. Paul Electrical Workers
Regular Vacation and
Holiday Trust

EMPLOYER: The Employer shall be any
company obligated to make
payments to the Trust
when under an Agreement
with the I.B.E.W. (The Union
may also be an Employer.)

TAX
IDENTIFICATION
NUMBER: No. 41-6219001 (Regular
Vacation & Holiday Trust)

PLAN
IDENTIFICATION
NUMBER: No. 505 (Regular Vacation
& Holiday Trust)

PLAN YEAR: October 1 through September
30 (*i.e.* the last Friday in
September)

PLAN TRUSTEES: James Schult
Edward Nelson
Jamie McNamara
Richard Wynne
Randolph Luhrs
Peter Bourland

PLAN
ADMINISTRATOR: St. Paul Electrical Industry
Administrative Service
Corporation

AGENT FOR
LEGAL PROCESS: Ronald G. Ethier

ADDRESS: 1330 Conway St. #130
St. Paul, MN 55106

TELEPHONE
NUMBER: (651) 776-IBEW (4239)
or toll free
1-888-439-4239
Option 4

In addition, service of legal process may be made upon any one or more of the Trustees.

The Plan Administrator is a named fiduciary and has been granted discretionary authority by the Board of Trustees to determine eligibility, or non-eligibility for benefits and to construe the term of any plan of benefits established by the Trustees herein, provided that such construction is in accordance with the documents and instruments governing the Plan, insofar as such documents and instruments are consistent with Title I of ERISA.

ST. PAUL ELECTRICAL WORKERS REGULAR VACATION AND HOLIDAY TRUST

I. HOLIDAY BENEFITS

A. Establishing Eligibility

Journeyman working under the provisions of the Inside Construction Agreement will have 13% of their gross wages contributed by their Employer to the Regular Vacation and Holiday Trust. Apprentices, and employees working under the provisions of other Agreements, will have appropriate amounts contributed on their behalf. These contributions have been included in your weekly wage for FICA and withholding tax purposes. If any contributions have been made on your behalf in the Plan year, you will be eligible for benefits. These benefits will be based on the amount that was contributed for you and on which FICA withholding taxes have been paid.

Interest or other income earned or received during any fiscal year is used as may be necessary to defray the expenses of administration of the Trust. Earnings in excess of the amount needed for administration expenses will be allocated in a proportionate manner as the Trustees may determine to the participants. This amount, if any, shall be identified separately and included on the holiday benefit check.

In addition, the participant will be provided with a form meeting the requirements of the Internal Revenue Service, indicating the interest received on the Holiday Benefit. This form is provided because the interest has not been taxed. This information must also be furnished to the Internal Revenue Service by the Plan office. W-2 statements for your weekly wages will include regular vacation and holiday contributions, and will be issued by your employer

B. Holiday Benefit Calculations

A. Employees who have established eligibility shall

receive holiday benefits in accordance with the following procedure:

Participants who have worked 300 hours or less shall receive all benefits in the form of a single holiday benefit check.

Participants who have worked 301 hours or more hours, 30% of the funds credited to them in their regular vacation and holiday account will be issued in the form of a holiday benefit check, and 70% of the funds credited to them in their regular vacation and holiday account will be issued in the form of vacation verification forms for vacation benefits.

The check will constitute payment for all holiday pay for the Plan year under consideration. Holiday checks will be mailed by the Trust office prior to December 1 of each year.

Participants who are not members of IBEW Local 110 and who are no longer working in Covered Employment shall receive all benefits in the form of a single holiday check. The check will be mailed by the Trust office after the end of the Plan year, but prior to December 1.

Participants who are not members of IBEW Local 110 who have not worked in Covered Employment for at least sixty (60) days may submit a written request to receive distribution of their vacation benefits prior to the end of the Plan year.

Participants who are members of IBEW Local 110 and have retired prior to the end of the Plan year shall receive all benefits in the form of a single holiday check.

A service fee of Seventeen (\$17.00) Dollars will be deducted from each holiday account to offset administrative expenses.

Participants may make voluntary contributions to COPE by authorizing a deduction from their holiday

benefit check. This authorization must be in writing on an approved form, available at the Plan or Union office, and signed by the participant. This election to make voluntary contributions to COPE will remain in effect until such time that the participant, in writing, changes or revokes the authorization.

C. Industry Recognized Holidays

The following shall be considered Industry Recognized Holidays:

- New Year's Day*
- Memorial Day
- Independence Day*
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day

When Christmas Eve falls on Friday, Saturday or Sunday, both Friday and Monday will be the Industry Recognized Holidays for Christmas Eve and Christmas Day.

Christmas Day

*If this holiday falls on Saturday, Friday will be the Industry Recognized Holiday. If this holiday falls on Sunday, Monday will be the Industry Recognized Holiday. Vacation verification forms may not be used for an Industry Recognized Holiday.

II. REGULAR VACATION BENEFITS

A. Establishing Eligibility

Journeyman working under the provisions of the Inside Construction Agreement will have 13% of their gross wages contributed by their Employer to the Regular Vacation and Holiday Trust. Apprentices, and employees working under the provisions of other Agreements, will have appropriate amounts contributed on their behalf. These contributions have

been included in your weekly wages for FICA and withholding tax purposes. If any contributions have been made on your behalf during the Plan Year you will be eligible for benefits. These benefits will be based on the amount that was contributed for you and on which FICA and withholding taxes have been paid.

The Vacation Accrual Period shall be the Plan year (October 1-September 30). Participants establishing eligibility for vacation benefits will accrue vacation during the Vacation Accrual Period to be used during the next Vacation Benefit Period.

The Vacation Benefit Period shall be January 1 through January 31 of the following year. Vacation benefits earned during a Vacation Accrual Period shall be used in the next Vacation Benefit Period, except as otherwise noted below.

B. Regular Vacation Benefit Calculations

Benefits for vacation periods as outlined below will consist of all funds credited to each participant after payment of the holiday benefits described above.

All participants (excluding apprentices) who have established eligibility for vacation benefits shall receive five (5) vacation periods for the Vacation Benefit Period January 1 through January 31 of the following year. The participant will be issued verification forms showing the amount credited for each period and the number of days of vacation entitlement. The number of paid days per vacation period is determined by the actual hours worked by the participant during the Vacation Accrual Period based on the following:

300 hours or less	= 100% Holiday Pay
301 hrs.-600 hrs.	= 1 day per vacation period
601 hrs.-900 hrs.	= 2 days per vacation period
901 hrs.-1200 hrs.	= 3 days per vacation period

1201 hrs.–1500 hrs. = 4 days per vacation period
Over 1500 hours = 5 days per vacation period

C. Regular Vacation Periods (1st, 2nd, 4th and 5th Periods)

The first, second, fourth and fifth vacation periods shall be considered Regular Vacation. Claims for Regular Vacation benefits shall be subject to the rules and procedures outlined below. No banking or cashing out of fourth and fifth periods will be allowed. First, second, fourth and fifth vacation periods will be issued in “single day” vouchers. Single day vouchers may be used individually or in combination depending on the number of days the participant intends to be on vacation. Participants utilizing vouchers must take work days off (Monday through Friday) equal to the number of days credited on the voucher.

Banking or working while receiving benefits for either the fourth or fifth periods of vacation has been suspended.

D. Procedure for Taking Regular Vacation

A participant will arrange for absence from work for vacation with the employer as soon as possible after receiving the verification forms but in any event at least fifteen (15) days prior to the time which is desired to start vacation. The time to be taken for vacation must be mutually agreed upon between the participant and the employer.

Verification forms for the appropriate vacation benefit must be submitted to the employer for authorization. The employer will forward the verification to the fund office.

Vacation benefit payments are processed on Tuesday and Thursday afternoons. Participants may submit verification forms to their employer for

authorization and receive benefit payments up to two (2) weeks in advance through two (2) weeks following the vacation date(s). Verification forms received more than two (2) weeks prior to the vacation date(s) will not be processed until two (2) weeks prior to the vacation date(s). Verification forms received more than two (2) weeks after the vacation date(s) will be returned to the participant with no benefits paid due to untimely submittal of the verification forms.

Participants may choose to have their vacation benefit check delivered to them by their employer, mailed to the participant’s home address or deposited in the participant’s St. Paul Federal Credit Union account. **Employed participants may not pick up their benefit check at the fund office.**

The Trustees of the St. Paul Electrical Workers Regular Vacation and Holiday Trust reserve the right to implement work site specific adjustments to the procedures for taking vacation as they deem necessary.

Unemployed participants may apply for and receive vacation benefits during a period of unemployment by submitting the vacation verification form to the fund office in person or by mail. Unemployed participants may make arrangements to pick up their benefit check at the fund office, have it mailed to their home address or deposited in their St. Paul Federal Credit Union account. Unemployed participants using vacation must notify the Referral Office accordingly and will not be eligible for employment during the approved vacation period.

The fund office will disburse vacation checks to the spouse of an unemployed participant provided the verification form has been properly signed and is accompanied by a note from the participant authorizing the spouse to pick up the check.

In the event an employee secures approval of vacation dates with one employer and before such agreed upon vacation is taken is assigned to another employer, he shall be able to retain the vacation period as originally selected, with the new employer. However, the employee shall notify the Referral Office of the desired vacation when registering for employment, and upon entering the service of a new employer, shall immediately advise such employer of the scheduled vacation period.

E. Industry Time Off Vacation Period (3rd Period)

The third vacation period shall be considered Industry Time Off. Verification forms will be marked to identify Industry Time Off vacation periods. Claims for Industry Time Off benefits shall be subject to the rules and procedures in the Construction Collective Bargaining Agreement and as outlined below. **The Industry Time Off verification forms shall be issued as a combined block of days, the participant must be on vacation on consecutive work days (Monday through Friday) for the number of days of entitlement when utilizing Industry Time Off vacation.**

F. Procedure for Taking Industry Time Off (3rd Period)

The employer may designate subject to five (5) days' notice the time when a participant shall be required to take Industry Time Off. However, as outlined in the Collective Bargaining Agreement, during an "unemployment emergency" in an employers shop, Industry Time Off may be assigned by the employer upon twelve (12) working hours notice to the participant.

In addition, participants shall comply with St. Paul Electrical Workers Regular Vacation and Holiday

Trust Section II, Part D and Part G herein, when applying for and taking Industry Time Off.

G. Penalty

Participants must take time off for vacation earned and shall not engage in the performance of electrical work during such vacation time. Any unused vacation at the end of the vacation year under consideration will be forfeited and may be used to cover the administrative expenses of the Plan.

Participants who fail to comply with this Section II, Part G herein shall forfeit an amount which is equal to the amount paid to such participant for the period of time that the participant failed to comply with this Section II, Part G by engaging in the performance of electrical work. This forfeiture shall be paid out of the participant's current year's account, to the extent funds are available, and to the extent funds are not available, the forfeiture shall be deducted from any future year's account. Any participant who is subject to the penalty provided for herein, shall be given ten (10) days written notice of a hearing, which will be held to determine whether such participant has violated this section. Such participant shall be entitled to attend such hearing and present evidence refuting any allegation of violation of the procedures herein.

In addition to the penalty provided herein, any participant found to have violated this Section II, Part G shall not be entitled to any credit for fringe benefit contributions made on his/her behalf for electrical work performed during such vacation time. This Section II, Part G shall be effective from and after January 1, 1990, for all violations alleged to have occurred after January 1, 1990.

H. Designation of a Beneficiary

If your death occurs before you have received all of your vacation and holiday benefits, your Beneficiary shall be entitled to all of your benefits in the Regular Vacation and Holiday Trust.

Upon your death any remaining vacation benefits will be paid to your surviving spouse; or, if none, to your surviving children; or, if none, to your parents; or, if none, to your brothers and sisters; or, if none, to your personal representative (executor); or, if none, to the personal representative of the last to die of the Beneficiaries listed above. You may designate a Beneficiary other than the list noted above by completing a Beneficiary Designation Form available at the Plan office.

I. Donation of Vacation Benefit Payments

In special circumstances, including but not limited to extended unemployment, injury or death of a Participant, the Trustees may by resolution approve a method for Participants herein to donate vacation benefits, subject to minimum or maximum amounts as the Trustees' deem advisable, in a Participant's account to a specified memorial fund, charity, institution or family to address the specific, special circumstance at issue. The donation is allowed in lieu of taking vacation time off.

J. Extension of Vacation Benefit Period

In special circumstances, including but not limited to an Employer's Customer project needs, the Trustees may by resolution approve an extension to the Vacation Benefit Period as defined herein for the specific Participants employed by the Employer on a specific project, for a period of time as the Trustees deem advisable.

INFORMATION ABOUT YOUR RIGHTS UNDER ERISA

(Employee Retirement Income Security Act of 1974)

As a participant in the St. Paul Electrical Workers Regular Vacation and Holiday Plan, you are entitled to certain rights and protections as provided under the Employee Retirement Income Security Act of 1974. These provisions do not substantially change our method of keeping you, the participant, informed of benefits to which are are entitled.

1. You may examine, without charge, just as you always have had the right to do,
 - (a) all Plan documents and,
 - (b) copies of all documents filed by the Plan with the U.S. Department of Labor, during regular business hours of the office.
2. You may obtain copies of all Plan documents and other Plan information by written request to the Plan Administrator. A reasonable charge can be expected for the copies.
3. You will receive a summary of the Plan's Annual Financial Report.

The Plan Administrator requests that you submit your requests for this information in writing.

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 are called "fiduciaries" of the Plan and they have a duty to operate the Plan 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 benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or part you must receive a written explanation of the reason for the denial. You have the right to have 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 30 days, you may file suit in a federal court. In such a case, the court may require the Plan to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Administrator's control.

If you have a claim for benefits which is denied or ignored in whole or part, you may file suit in a state or federal court. 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.

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

ADDITIONAL INFORMATION REQUIRED BY ERISA

This Plan is maintained pursuant to one or more collective bargaining agreements and copies of such agreements may be obtained by participants and beneficiaries upon written request to the Plan Administrator or copies of such agreements are available for examination by participants and beneficiaries.

Any participant and beneficiary may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

Contributions to the Plan are made by the employer pursuant to the requirements of the negotiated collective bargaining agreement or agreements establishing this Plan.

USBANCORP is a trust company which holds and maintains some of the assets of this Plan. It is the assets of the Plan together with income thereon and employer contributions which provide the benefits as required by the Plan.

BENEFIT CLAIMS PROCEDURE

If you disagree with any information provided you, you may file a written claim with the Trustees.

No later than 45 days after receiving this claim the Trustees will issue a decision on the claim. If the claim is denied, in whole or part, the written decision will include the reasons for the denial and references to the portions of the Plan that substantiate the claim.

If the issue is still unresolved, you have 90 days from receipt of written notice of denial or your claim to file a written request for review of your claim with the Trustees. A hearing will be held before the Trustees in which you present and discuss your claim. The decision of the Trustees will be sent to you within 30 days of this hearing.

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