SUMMARY PLAN DESCRIPTION

VACATION, HOLIDAY AND UNEMPLOYMENT PLAN OF THE ELECTRICAL INDUSTRY

April 13, 2022

TABLE OF CONTENTS

The following information constitutes the Summary Plan Description of the Vacation, Holiday and Unemployment 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 13, 2022, unless specifically stated otherwise.

GENERAL INFORMATION

Name of Plan:	Vacation, Holiday and Unemployment Plan of the Electrical Industry
Plan Sponsor Identification No:	13-1853892
Plan Number:	503
Plan Year:	January 1 – December 31
Plan Administrator and Agent for Legal Process:	Joint Industry Board of the Electrical Industry 158-11 Harry Van Arsdale Jr. Avenue Flushing, NY 11365 (718) 591-2000 Service may also be made on any Trustee at 158-11 Harry Van Arsdale Jr. Avenue Flushing, NY 11365 (718) 591-2000
Type of Plan:	This is an employee welfare benefit plan designed to pay supplementary unemployment, vacation, supplementary vacation and holiday benefits. Participants with individual account balances receive benefits, based upon the rules of the Plan and until such time as the Participant's account balance is exhausted. Pooled fund Participants' vacation benefits are paid from the Plan's general assets based on their Collective Bargaining Agreement.

Based on their Collective Bargaining Agreement, Participants may be covered for Group Life Insurance and/or Critical Care Benefits.

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

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

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

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Gilston Electrical Contracting Corp.
338 East 95th Street
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BMS Electric, LLC
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Kleinberg Electric, Inc.
850 Third Avenue, Suite 405
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855 Brush Avenue
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JOHN MANNINO
Uptown Electric Inc.
22 Mary Avenue
Ronkonkoma, NY 11779

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

BENJAMIN ARANA
Business Representative
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

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

SOURCES OF CONTRIBUTIONS

The Plan was established and is maintained under collective bargaining agreements between Local Union No. 3, I.B.E.W., AFL-CIO, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, NY 11365, and the New York Electrical Contractors Association, Inc., 633 Third Avenue, Suite 9F, New York, NY 10017, other employer associations and employers not affiliated with an association. Upon a written request from any Participant or beneficiary, the Plan Administrator will state in writing whether a particular employer is obligated to contribute to the Plan and will provide the employer's principal business address. The Plan Administrator will also provide, upon a written request from a Participant or beneficiary, a copy of the collective bargaining agreement between the Union and the Participant's Employer. Copies of collective bargaining agreements are available for inspection at the office of the Plan Administrator during normal business hours.

SECTION I

This section applies to both the individual account and pooled account Participants of the Plan.

ELIGIBILITY AND PARTICIPATION IN THE PLAN

If you work for a participating Employer in any form of employment covered by a Collective Bargaining Agreement or Participation Agreement ("Covered Employment") which requires the Employer to contribute to the Plan, the Employers' obligation to contribute to the Plan will generally begin as of the date specified in your Collective Bargaining Agreement or your first day of work in Covered Employment.

There are two types of Plan Participants, those whose employers contribute or contributed to individual account balances within the Plan and those whose employers contribute to the pooled Plan arrangement.

SECTION II

BENEFITS UNDER THE PLAN

Based upon the Division within Local Union No. 3 that you are employed in and the applicable Collective Bargaining Agreement, benefits are contributed to and benefits are paid as follows:

1) POOLED FUND BENEFITS

Some employers pay contributions on behalf of Participants that are deposited into the Pooled Fund. These Participants receive vacation benefits from the general assets of the Fund in accordance with the provisions of the applicable Collective Bargaining Agreement and the determinations of the Trustees, based upon their work history. Benefit payments are subject to all applicable taxes.

2) PARTICIPANTS' INDIVIDUAL ACCOUNTS

A Participant's account, which has been funded by Employer contributions and accumulated interest, shall be adjusted as withdrawals are made. The account of each Participant shall be adjusted based on the account balance as of June 30 and December 31 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, non-forfeitable interest in their account as of their first day of participation in the Plan.

Benefit payments are not subject to taxation.

All benefits are paid pursuant to the established schedules.

1. Vacation Benefits

Participants who are not subject to a Furlough Program will be eligible for vacation benefits payable from this Plan prior to payment from any other benefit plan as indicated below to the extent funds are available from the Participant's account balance. When a Participant is subject to a Furlough Program, no vacation benefits are payable from this Plan, as vacations are cancelled.

Vacation benefits are based on the number of weeks as indicated in the applicable Collective Bargaining Agreement. The total payment for a week's vacation may be comprised of a weekly wage replacement and/or a supplementary vacation payment, which are not subject to taxes when paid. The weekly wage replacement can be up to a maximum of $1,600.00 and the supplementary vacation payment can be up to a maximum of $1,200.00. Both benefits are based upon your classification within the applicable Collective Bargaining Agreement.

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.

Effective April 13, 2022, employees in the ADM and Expeditor Divisions eligible for three or more weeks vacation are entitled to take an additional one-week (5 days) in days for a total of ten (10) individual vacation days.

In the event that a Participant does not have sufficient funds in his/her account in this Plan, this benefit may be paid from the Participant's Additional Security Benefits Plan or Deferred Salary Plan account, in that order, based upon the applicable Plan's rules.

2. Holiday Benefits

Participants will automatically receive holiday payments from this Plan at a rate equal to their daily wages, based on the applicable Collective Bargaining Agreement and to the extent funds are available from their account, unless a written election is made to not receive this payment.

In the event there are insufficient funds in the Participant's account balance in this Plan, this benefit may be paid from the Participant's Additional Security Benefits Plan or Deferred Salary Plan account, in that order, based upon the applicable Plan's rules.

3. Supplementary Unemployment Benefits

In the event that any Participant becomes unemployed, the Trustees shall authorize the payment of supplementary unemployment benefits from this Plan to the extent funds are available from the unemployed employee's account balance. Supplementary weekly unemployment

benefits can be up to a maximum of $655.00 and are based upon the classification within the Participant's Collective Bargaining Agreement.

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.

In the event there are insufficient funds in the Participant's account balance in this Plan, this benefit may be paid out of the Participant's Additional Security Benefits Plan or Deferred Salary Plan account, in that order, based upon the applicable Plan's rules.

Supplementary Unemployment Benefits can be paid from this Plan to those Participants subject to a Furlough Program. When the Furlough Program is not in effect, and for all other Participants not subject to a Furlough Program, supplementary unemployment benefits will be paid from this Plan after the Participant's Additional Security Benefits Plan account balance has been exhausted.

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 will now be eligible to withdraw a Supplementary Unemployment Benefit up to the maximum state unemployment allowance. If this situation applies to you, the new maximum benefit payable from the Plan will be increased because you will now 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 covered by

collective bargaining agreements, the Participant may now 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).***

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

To qualify for this benefit, Participants must provide proof of earnings by submitting a paystub with their claim form.

1. Wage Replacement Day

Participants shall be allowed to apply for funds equal to their daily wage as per the participant's Collective Bargaining Agreement.

A pay stub demonstrating lost wages must be submitted with the application for this benefit.

2. Medical Exam Day Benefit

Participants may apply for the payment of one (1) day's pay if they take a Medical Exam Day in each calendar year.

Documentation from the physician must be submitted with the application for this benefit.

This benefit applies only to the Street Lighting Division Participants who are Electro-Pole Technicians, Electro-Pole Electricians and higher pay grades performing work in Street Lighting and Traffic only and are covered under the Local Union No. 3 Collective Bargaining Agreement in the New York City jurisdiction.

3. Inclement Weather Day Benefit

Participants may withdraw funds equal to a daily wage for this benefit if they do not work due to inclement weather.

A letter from the Employer stating that the Participant did not work on a specific day due to inclement weather must be submitted with the application for this benefit.

This benefit applies to all Participants in the Street Lighting Division only.

Lump Sum Payments

When a Participant retires, dies or withdraws from the Electrical Industry, any remaining balance will be paid in a lump sum amount.

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 in accordance with the state where the marriage took place. The Plan will comply with a Qualified Domestic Relations Order ("QDRO") regardless of the beneficiary designation, regardless of marital status.

Designation of Beneficiary forms can be obtained from the Plan Administrator. 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 married Participant obtains a divorce, the divorce does not automatically revoke a previous designation of a Participant's ex-spouse as beneficiary. 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**. A new beneficiary cannot supersede a valid QDRO.** The Plan will not pay benefits based upon a Designation of Beneficiary form submitted to any other employee benefit plan.

If you get married after you have designated a beneficiary, and you wish to continue the designation of the previous beneficiary, you must fill out a new designation with your spouse's consent as provided above. If your spouse does not consent to that designation, upon your death, 50% of your account balance will be paid to your surviving spouse, and the balance of the account balance will be paid to the designated beneficiary.

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, benefit payments will be equally divided among such persons.

GROUP LIFE BENEFIT

Active "A" rated Journeypersons covered under the New York City and other applicable Collective Bargaining Agreements are eligible for Life and Accidental Death/Personal Loss benefits, which are insured through the Lincoln Life and Annuity Company, Group Policy Number 000010226324, located at P.O. Box 2649, Omaha, Nebraska 68103-2649 as described below:

Eligibility

Initial eligibility for the Term Life benefit under this Plan is established in the following manner:

a) You must be working under the terms and jurisdiction of the IBEW Local Union No. 3 Collective Bargaining Agreement. In addition, your classification must be one that is defined in your Collective Bargaining Agreement as one that is eligible for the Term Life benefit under this Plan; and
b) You must be actively at work or, if unemployed, you must be registered as available for employment with the Employment Department of the Joint Industry Board; and
c) You must be eligible for health benefits.*

Once eligibility is established, you will remain eligible for this benefit as long as:

a) You remain actively employed in covered employment or are on an approved furlough and are eligible for health benefits, * or
b) You remain available for employment, if unemployed, and are eligible for health benefits, * or
c) You are on a workers' compensation or disability leave, but remain eligible for health benefits.*

* **Health benefits are defined as eligible participation in the health benefit plan or plans as described in the applicable Collective Bargaining Agreement.**

Eligibility is terminated for any and all of the following reasons:

a) You retire;
b) You terminate employment or you are no longer available for employment; or
c) Your workers' compensation or disability leave extends past the time limit when you lose health coverage from the Pension, Hospitalization and Benefit Plan of the Electrical Industry on a non-contributory basis. If your benefits are terminated for any reason, they will be immediately reinstated upon return to active covered employment and the reinstatement of health benefits within the applicable classification.

- Life Insurance Amount

The Plan will pay a Life Insurance benefit of up to $50,000 to a Participant's named beneficiary in the event such Participant dies from any covered cause while insured.

- Age Reduction Rule

The Life Insurance amount in force on the day before the first day of the month in which you reach age 65 will be reduced to $32,500. Thereafter, the amount is reduced to $20,000 at age 70 and to $12,500 at age 75. This age reduction also applies to the Accidental Death and Personal Loss benefit described on pages 14 and 15.

- Beneficiary for Life Insurance Benefit Only

A Participant may name or change a beneficiary by filing with the Plan the appropriate Designation of Beneficiary form. A change of beneficiary will take effect as of the date the Designation of Beneficiary form is received at the Plan office.

Any amount payable to a beneficiary will be paid to those who are named. Unless stated to the contrary, if more than one beneficiary is named, they will share on equal terms. If a named beneficiary dies before the Participant, his or her share will be payable in equal shares to any other named surviving beneficiaries.

If no named beneficiary survives the Participant or if no beneficiary has been named, payment will be made in accordance with the following priority survivor table:

- A Participant's spouse, if any
- If there is no spouse, in equal shares to the Participant's children
- If there is no spouse or child, to a Participant's parents, equally or to the survivor
- If there is no spouse, child, or parent, in equal shares to a Participant's brothers and sisters
- If none of the above survives, to a Participant's executors or administrators

- Accelerated Death Benefit

If, while covered under this Plan for Life Insurance, a Participant becomes terminally ill, a request can be made to the Plan and Lincoln for an Accelerated Death Benefit ("ADB"), which effectively would make payments over 24 months up to 75% of the Life Insurance amount in force with a 25% minimum. For example, a Participant eligible for $50,000 can request up to $37,500 (75%) with a minimum of $12,500 (25%).

A Participant is considered terminally ill if the person:

- suffers from an incurable, progressive, and medically recognized disease or condition; and
- to a reasonable medical probability will not survive more than 24 months beyond the date of the request for an ADB

This benefit is part of the Life Insurance Benefit. Payment of the ADB and the balance of the Life Insurance Benefit cannot exceed the total amount of the Life Insurance benefit. An ADB request can be made at any time by completing a Lincoln Request for Accelerated Death Benefit Form available through the Plan.

- Conversion Privilege

When a Participant's Life Insurance terminates, the person may apply to Lincoln for an individual converted personal life insurance policy up to the amount which was in effect at the time it ceases. The converted policy may be any kind of personal policy than customarily being issued by

Lincoln for the amount being converted and for the Participant's age on the date it will be issued. No evidence of insurability will be required.

In order to convert, written request must be made for a personal policy within 31 days after the date your Life Insurance ceases. The first premium must be paid within such 31 days. If a Participant dies during the first 31 days after the date the Group Life Insurance ceases, Lincoln will pay to the named beneficiary the amount of insurance the Participant could have converted. In this case, no payment will be made under the converted policy. For questions concerning conversion or conversion policy rates, please contact Lincoln at 1-800-423-2765.

- Extension of Death Benefit

Life insurance will be continued up to Normal Retirement Age as defined by Social Security for an eligible Participant who:

a) Incurs permanent and total disability while covered under the Plan before reaching age 60;*
b) Sends Lincoln written notice during the period of disability;
c) Submits satisfactory proof of permanent and total disability within the 12th through the 24th month of disability or as soon as reasonably possible after that.*

For more information about the Extension of Death Benefit contact the Members' Records Department at (718) 591-2000, ext. 2491

** Permanent and total disability status for this benefit is determined by Lincoln Life and Annuity Company.*

- Accidental Death and Personal Loss Coverage

The Plan pays up to a maximum benefit of $50,000 (principal sum) if, while insured, a Participant suffers a bodily injury caused by an accident; and if, within 365 days after the accident and as a direct result of the injury the following losses occur:

Loss	Payment
Participant's Life	$50,000
Loss of both hands, feet or eyes	$50,000

Loss of both hearing and speech	$50,000
Quadriplegia	$50,000
Third degree burns covering 75% or more of body	$50,000
Loss of a hand, foot or an eye	$25,000
Loss of either speech or hearing in both ears	$25,000
Paraplegia or hemiplegia	$25,000
Third degree burns covering 50%-74% of the body	$25,000
Loss of the thumb and index finger of the same hand	$12,500
Loss of hearing in one ear	$12,500

Coma: A monthly Coma benefit will be paid while an Insured Person or covered Dependent remains in a continuous coma, and the coma is caused by an injury sustained while insured under the policy, begins within 365 days after the date of the accident and the person remains in the coma for at least 31 days. The monthly benefit will equal 5% of the difference between: (1) the Principal Sum that would have been payable as a result of an accidental death; (2) the amount of any benefits payable for the person's other losses as a result of the same accident. In no event will more than 36 months of benefits be paid.

The Accidental Death and Personal Loss Benefit is in addition to the Life Insurance benefit.

NO MORE THAN THE FULL PRINCIPAL SUM IS PAYABLE FOR ALL LOSSES RESULTING FROM THE SAME ACCIDENT

Additional Accidental Death Benefit Maximums

The following benefits will be payable if, while insured, a Participant suffers a bodily injury caused by an accident and if, within 365 days after the accident, the person suffers a loss of life solely and as a direct result of the accident:

Coverage	**Payment**
Safe Driver Benefit	$10,000
Airbag Benefit Maximum	$5,000

Education Benefit Maximum for each dependent child	5% of the principal sum not to exceed $5,000 per year per child for up to 4 years.
Spouse Training Benefit	5% of the principal sum not to exceed $5,000 for 1 year.
Child Care Benefit Maximum	for each child, 3% of the principal sum not to exceed $2,000 per year per child for up to 4 years or the child's 13th birthday (which-ever is later).
Repatriation of Remains Benefit Maximum	$5,000

These benefits are in addition to the Accidental Death and Personal Loss benefits described on pages 14 and 15.

Limitations

No benefits are payable under this Accidental Death and Personal Loss coverage or the Accelerated Death Benefit for a loss caused or contributed to by:

- A bodily or mental infirmity;
- A disease or bacterial infection unless an infection results directly from the injury;
- Medical or surgical treatment unless surgery is needed because of the injury;
- Suicide or attempted suicide;
- An intentionally self-inflicted injury;
- A war or any act of war (declared or not declared);
- Commission of or attempt to commit a felony;
- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo);
- Use of alcohol, intoxicants, or drugs, except as prescribed by a physician. An accident in which the blood alcohol level of the operator of a motor vehicle meets or exceeds the level at which

intoxication would be presumed under the law of the state where the accident occurred shall be deemed to be caused by the use of alcohol.

Reporting of Claims/Payment of Benefits/Appeals

A claim must be submitted to Lincoln through the Plan on the applicable claim forms and must give proof of the nature and extent of the loss. All claims should be reported promptly. The deadline for filing a claim for any benefits is 90 days after the date of the loss causing the claim. The deadline does not apply to Life Insurance.

If, through no fault of the Participant, the deadline for filing a claim is not met, the claim can still be accepted if filed as soon as reasonably possible. Otherwise, late claims will not be covered.

Benefits will be paid as soon as the necessary proof to support the claim is received. Any death benefit for a Participant's loss of life will be paid in accordance with the beneficiary designation and Lincoln's administrative practices.

A person may request a review of a denied claim and will have 60 days following receipt of an adverse benefit decision to appeal the decision. The request to Lincoln must be submitted, in writing, and include the reasons for requesting the review. Mail the request directly to the Plan, located at 158-11 Harry Van Arsdale Jr. Avenue, Flushing, New York 11365. Notification of the decision will be provided not later than 60 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 60 days and such notification will be provided and indicate the special circumstances requiring an extension and the date by which a decision is expected.

Critical Illness Benefit

Active "A" rated Journeypersons covered under the New York City and other applicable Collective Bargaining Agreements are eligible for the Critical Illness benefit which provides a lump sum payment of up to $5,000 to Participants who suffer a heart attack, stroke, cancer or several other critical conditions.

Critical Illness Condition	**Benefit Amount Paid At Initial Diagnosis**
Coverage for vascular conditions	
Heart attack	$5,000
Transplant as a result of heart failure	$5,000
Stroke	$5,000
Coronary artery bypass surgery as a result of coronary artery disease	$1,250
Coverage for cancer conditions	
First diagnosis of internal cancer or malignant melanoma	$5,000
Non-invasive cancer (carcinoma in situ)	$1,250
Coverage for other critical illnesses	
Transplant, other than heart	$5,000
End-stage renal failure	$5,000
Coma	$5,000
Permanent paralysis due to an accident	$5,000
Occupational HIV	$5,000

Benefits are not subject to pre-existing conditions, provided initial diagnosis of covered illness is made after the plan effective date of November 1, 2013.

How to File a Claim

In order to obtain an application from the Plan or if you have any questions about this benefit, please call the Plan's case manager at the Joint Industry Board at 718-591-2000, ext. 1350. **All benefits paid directly from the VHUP will equal the net amount of the benefit and are subject to all applicable state, city, federal and FICA taxes**.

As this is a taxable benefit you will receive a Form W-2, which you must report to the Internal Revenue Service.

Eligibility

Initial eligibility for the Critical Illness benefit under this Plan is established in the following manner:

a) You must be working under the terms and jurisdiction of the IBEW Local Union No. 3 Collective Bargaining Agreement. In addition, your classification must be one that is defined in your Collective Bargaining Agreement as one that is eligible for the Term Life benefit under this Plan; and
b) You must be actively at work or, if unemployed, you must be registered as available for employment with the Employment Department of the Joint Industry Board; and
c) You must be eligible for health benefits.*

Once eligibility is established, you will remain eligible for this benefit as long as:

a) You remain actively employed in covered employment or are on an approved furlough and are eligible for health benefits, * or
b) You remain available for employment, if unemployed, and are eligible for health benefits, * or
c) You are on a workers' compensation or disability leave, but remain eligible for health benefits.*

* **Health benefits are defined as eligible participation in the health benefit plan or plans as described in the applicable Collective Bargaining Agreement**.

Eligibility is terminated for any and all of the following reasons:

a) You retire;
b) You terminate employment or you are no longer available for employment; or
c) Your workers' compensation or disability leave extends past the time limit when you lose health coverage from the Pension, Hospitalization and Benefit Plan of the Electrical Industry on a non-contributory basis.

If your benefits are terminated for any reason, they will be immediately reinstated upon return to active covered employment and the reinstatement of health benefits within the applicable classification.

SECTION III
CLAIMS PROCEDURE

This section applies to all Participants of the Plan.

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 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.

THE FOLLOWING INFORMATION APPLIES TO ALL PLAN PARTICIPANTS

SECTION IV

PLAN AMENDMENT

The Plan may be amended from time to time and at any time by the Trustees.

PLAN TERMINATION

The Plan can be terminated upon the occurrence of one of two events:

1) The absence of a Collective Bargaining Agreement between the Union and any Employers or Employer Associations requiring contributions to be made to the Plan.

2) The unanimous consent of all Trustees, the Union and all parties subject to the Collective Bargaining Agreement.

For those Participants that are in the account balance plan, if the Plan terminates, every Participant or beneficiary of a deceased Participant will have a non-forfeitable right to receive the balance of money in the Participant's account.

The Plan is an employee welfare benefit plan, and, as such, is not required to insure benefits under ERISA.

SECTION V

ALIENATION OF BENEFITS

As a general rule, a Participant or beneficiary may not assign, sell, dispose or transfer any amounts in his or her contribution account before receiving them. If done, such 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 a Participant's contribution account to his/her 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.

SECTION VI

STATEMENT OF ERISA RIGHTS

As a Participant in the Vacation, Holiday and Unemployment 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 provider 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.

- Continue health care coverage for yourself, your spouse, or dependents if there is a loss of coverage under the Plan as a

result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description on the rules governing your COBRA continuation coverage risks.

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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of 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, 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, 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. (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.

VACATION, HOLIDAY AND UNEMPLOYMENT PLAN OF THE ELECTRICAL INDUSTRY

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