

**LOCAL**

**282**



**Vacation and Sick Leave Trust Fund**

**Summary Plan Description**  
**and**  
**Rules and Regulations**

**Effective January 22, 2013**

# Local 282 Vacation and Sick Leave Trust Fund

## Summary Plan Description

March 26, 2013

## **LOCAL 282 VACATION AND SICK LEAVE TRUST FUND**

2500 Marcus Avenue  
Lake Success, NY 11042  
(516) 488-2822 (718) 343-3322

### **Board of Trustees**

#### **Employer Trustees**

Frank Finkel  
President  
Davis & Warshow, Inc.  
57-22 49th Street  
Maspeth, NY 11378

Joseph A. Ferrara  
President/CEO  
Ferrara Brothers  
Building Materials Corp.  
120-05 31st Avenue  
Flushing, NY 11354

Marc Herbst  
Long Island Contractors Association  
2805 Veterans Memorial Highway  
Suite 2  
Ronkonkoma, NY 11779

Denise M. Richardson  
The General Contractors Association  
of New York, Inc.  
60 East 42nd Street, Room 3510  
New York, NY 10165

Thomas F. Corbett  
Shamrock Materials  
100 St. Mary's Avenue, 3rd Floor  
Staten Island, NY 10305

#### **Union Trustees**

Thomas Gesualdi  
President  
Local 282, IBT  
2500 Marcus Avenue  
Lake Success, NY 11042

Louis Bisignano  
Secretary Treasurer  
Local 282, IBT  
2500 Marcus Avenue  
Lake Success, NY 11042

Anthony D'Aquila  
Vice President  
Local 282, IBT  
2500 Marcus Avenue  
Lake Success, NY 11042

Michael O'Toole  
Recording Secretary  
Local 282, IBT  
2500 Marcus Avenue  
Lake Success, NY 11042

Benedetto Umbra  
Business Agent  
Local 282, IBT  
2500 Marcus Avenue  
Lake Success, NY 11042

**Fund Manager**

Thomas J. Ryan

**Assistant Fund Manager**

Mario Bulding

**Fund Counsel**

Cohen, Weiss and Simon LLP

Trivella & Forte, LLP

**Certified Public Accountants**

Gould, Kobrick & Schlapp, P.C.

**Consultants and Actuaries**

The Segal Company

March 26, 2013

Dear Participant:

We are pleased to provide you with this updated booklet describing the provisions of the Local 282 Vacation and Sick Leave Trust Fund (the “Vacation Fund” or the “Fund”). This booklet, called the Summary Plan Description (the “SPD”), summarizes the key features of the Vacation and Sick Leave Plan. It also constitutes the Vacation and Sick Leave Plan’s plan document. Please read this booklet carefully and retain it for future reference.

The booklet has four main sections: (1) Definitions, (2) General Information, (3) Rules and Regulations, (4) Frequently Asked Questions, (5) Statement of ERISA Rights, and (6) Administrative Information.

Please call the Fund Office if you have any questions about this booklet, the Fund or your benefits.

Sincerely,

BOARD OF TRUSTEES

Este folleto contiene un resumen en Español de sus derechos y beneficios en el plan bajo la Local 282 Vacación and Sick Leave Trust Plan. Si usted tiene dificultad en entender alguna parte de este folleto, comuníquese con Thomas J. Ryan en la oficina del Fondo de Salud, 2500 Marcus Avenue, Lake Success, New York 11042, (516) 488-2822, desde las 9:00 a.m. hasta las 4:30 p.m.

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
SECTION 1   DEFINITIONS.....	1
SECTION 2   GENERAL INFORMATION.....	3
SECTION 3   RULES AND REGULATIONS .....	4
SECTION 4   FREQUENTLY ASKED QUESTIONS.....	7
SECTION 5   STATEMENT OF ERISA RIGHTS.....	12
SECTION 6   ADMINISTRATIVE INFORMATION.....	14

## **SECTION 1 DEFINITIONS**

### **1. Agreement and Declaration of Trust**

“Agreement and Declaration of Trust” as used herein means the Agreement and Declaration of Trust establishing the Local 282 Pension Trust Fund dated effective as of December 2, 1955, and thereafter amended, encompassing the Local 282 Welfare Trust Fund, Annuity Trust Fund, Job Training Trust Fund, and Vacation and Sick Leave Trust Fund.

### **2. Benefit Period**

“Benefit Period” means the period from July 1st through June 30th.

### **3. Board of Trustees**

“Board of Trustees” or “Trustees” as used herein means the Trustees designated in the Agreement and Declaration of Trust together with their successors designated in the manner provided therein.

### **4. Collective Bargaining Agreement**

“Collective Bargaining Agreement” as used herein means any agreement entered into between an Employer and the Union that requires contributions to this Fund.

### **5. Contributing Employer**

“Contributing Employer” or “Employer” as used herein means an Employer signatory or otherwise bound to a Collective Bargaining Agreement with the Union requiring contributions to this Fund and an Employer signatory or bound to any other agreement requiring contributions to this Fund provided: (a) the Employer has been accepted as a Contributing Employer by the Trustees, and (b) the Trustees have not, by resolution, terminated the Employer’s status as a “Contributing Employer” because the Employer has failed to make contributions to the Fund as provided for in its Collective Bargaining Agreement.

“Employer” shall also include the Local 282 Pension Trust Fund, the Local 282 Welfare Trust Fund, the Local 282 Annuity Trust Fund, the Local 282 Job Training Trust Fund, and the Union, provided that these Employers agree to contribute for their employees on the same basis as other Employers, and provided, further, that the contributions are made to the Fund with respect to such service at the highest rate of contributions contemporaneously in effect for Contributing Employers and Employees.

### **6. Covered Employment**

“Covered Employment” means employment of an Employee by an Employer for which the Employer makes contributions to the Fund pursuant to a Collective Bargaining Agreement.



“Covered Employment” shall not include employment by an Employer after termination of that Employer’s status as a Contributing Employer for failure to pay contributions due.

**7. Employee**

“Employee” as used herein means a person who is an Employee of an Employer and who is covered by a Collective Bargaining Agreement or other written agreement requiring Employer Contributions on his or her behalf.

**8. Employer Contributions**

“Employer Contributions” as used herein means payments by Employers to this Fund in accordance with a Collective Bargaining Agreement.

**9. Gender**

Except as the context may specifically require otherwise, use of masculine or feminine gender shall be understood to include both masculine and feminine genders.

**10. Industry**

“Industry” as used herein means any group of Employers engaged in the same type of business who enter into uniform Collective Bargaining Agreements with the Union.

**11. Participant**

“Participant” means an Employee who has worked in Covered Employment during any part of a Benefit Period and for whom Employer Contributions have actually been made.

**12. Union**

“Union” as used herein means Local 282, affiliated with the International Brotherhood of Teamsters.

**13. Vacation and Sick Leave Trust Fund**

“Vacation and Sick Leave Fund,” “Vacation Fund” or “Fund” as used herein means the accounts and assets of the Local 282 Vacation and Sick Leave Trust Fund.

**14. Vacation and Sick Leave Plan**

“Vacation and Sick Leave Plan” or “Plan” means this document as adopted by the Trustees and as thereafter amended by the Trustees.

## **SECTION 2**

### **GENERAL INFORMATION**

The Board of Trustees, jointly appointed by Local 282, International Brotherhood of Teamsters (the “Union” or “Local 282”), and various Employers established the Vacation Fund for the exclusive benefit of those employees covered by Collective Bargaining Agreements requiring contributions to the Vacation Fund. The Plan was established pursuant to an Agreement and Declaration of Trust by and between Local 282 and Employer Associations and other Employers who contribute to the Vacation Fund pursuant to their Collective Bargaining Agreements with Local 282.

The Vacation Fund is funded and maintained by contributions made by your Employer on your behalf to the Fund. All monies are paid to the Vacation Fund subject to provisions in Collective Bargaining Agreements between the Union and either Employer Associations or individual Employers. The Collective Bargaining Agreements specify the amount of payments to be made, and the due date of such payments.

Employer contributions are received and held in trust by the Trustees pending (a) payment of benefits, and (b) payment of administrative expenses. During the period these monies are held by the Vacation Fund, they are invested and the resulting investment earnings (less administrative expenses) become part of the Vacation Fund income. Employees or Participants do not have the option of receiving any part of the Employer payments made on their behalf in lieu of vacation and sick leave benefits.

The Trustees are responsible for the investment and maintenance of the Vacation Fund assets. The Trustees have the right to promulgate and establish rules of eligibility and other regulations for the administration and operation of the Vacation Fund, and to determine all questions relating to the eligibility of employees to participate in the Vacation Fund. The Board of Trustees retains the ultimate authority to define and interpret the Plan provisions, and its determinations shall be final and binding.

## **SECTION 3 RULES AND REGULATIONS**

### **1. Participation**

An Employee who is engaged in Covered Employment for which Employer Contributions are received shall become a Participant as of the first day of the month following the receipt of such Employer Contributions. An individual account shall be established in the books and records of the Fund in the name of each Participant and shall be credited with the Employer Contributions received on behalf of the Participant.

### **2. Information Required**

Every Employee and beneficiary shall furnish, at the request of the Trustees, any information or proof required for the administration of the Plan, or for the determination of any matter that the Trustees may have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits to such Employee or beneficiary. The furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under the Plan, and, in such case, the Trustees shall have the right to recover any benefit payments made in reliance thereon.

### **3. Standard of Proof**

The Trustees shall be the sole judges of the standard of proof required in any case. In the application and interpretation of any of the provisions of this Plan, the decisions of the Trustees shall be final and binding on all parties, including Employees, Employers, the Union and beneficiaries.

### **4. Incapacity**

If it is determined that any Employee or beneficiary is unable to care for his affairs because of mental, legal or physical incapacity, any benefit due such Employee or beneficiary, unless claim therefore has been made by his legal guardian, committee or legal representative, may be applied, in the discretion of the Trustees, for his maintenance and support or the maintenance and support of his spouse and minor children.

### **5. Administrative Expenses**

As soon as practicable after June 30th of each year, the Trustees shall determine account adjustments to reflect Fund expenses, including any reserve for future expenses, as they in their sole and absolute discretion shall decide but on a uniform basis applicable to all accounts. The Trustees shall have the power to change the method of adjustment in any year from year to year.

## **6. Merger, Consolidation or Transfer**

In the event of any merger or consolidation with, or transfer of assets or liabilities to any other Plan, the amount of benefit which an Employee would receive upon a termination of the Plan immediately after such merger, consolidation or transfer shall be no less than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had been terminated.

## **7. No Right to Assets**

No person other than the Trustees shall have the right, title or interest in any of the income, or property of any funds received or held for the account of the Fund, and no person shall have any right to benefits provided by the Plan except as expressly provided herein.

## **8. Amendment and Termination**

The Board of Trustees reserves the right to amend, modify, discontinue, or terminate all or part of this Vacation Fund whenever, in its judgment, conditions so warrant.

## **9. Benefit Upon Termination**

In the event of the complete discontinuation of Employer Contributions or in the event of the termination of the Plan, the assets then remaining, after providing for the expenses of the Plan and for the payment of any benefits due for the preceding Benefit Period, shall be distributed among the Participants. Each Participant (or his beneficiary) shall receive a portion of the total remaining assets based on the ratio of the Employer Contributions received in his account since the end of the preceding Benefit Period. No part of the assets shall be returned to any Employer or inure to the benefit of any Employer or the Union.

In the event the assets are insufficient to pay the amounts provided for in this section, the Trustees shall, in their discretion, allocate such assets in a fair and equitable fashion among the Participants (or beneficiaries) and any creditors of the Fund.

## **10. Non-Reversion**

It is expressly understood that in no event shall any of the corpus or assets of the Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution within the time limits prescribed by law and the Fund's refund policy.

## **11. Limitation of Liability**

Except for liabilities that may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its Collective Bargaining Agreement.

There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by this Plan, if the Plan does not have assets to make such payments.

## **12. New Employers**

- (a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees covered in the Vacation and Sick Leave Plan just as if it were the original company, provided the successor company remains a Contributing Employer.
- (b) No new Employer may be admitted to participation in the Fund and this Plan except upon approval by the Trustees. The participation of any such new Employer shall be subject to the terms and conditions as the Trustees may lawfully prescribe.

## **13. Terminated Employer**

- (a) An Employer ceases to participate in the Fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Fund.
- (b) Upon the termination of the participation of an Employer, the Trustees shall hold the Employer liable for any and all unpaid contributions to the Fund for hours worked in Covered Employment prior to the termination date.
- (c) The Trustees may amend this Section if, and to the extent, necessary to retain the status of the Plan as a “multiemployer” plan under ERISA.

## **14. Missing Participant or Beneficiary**

If, after making reasonable efforts, the Fund is unable to locate a Participant or beneficiary to whom payment is due, that Participant’s or beneficiary’s benefit may be forfeited to the Fund. Reasonable efforts to locate a missing Participant or beneficiary may include contacting the designated beneficiary and using the Social Security Administration’s letter-forwarding service. The determination of whether a Participant or beneficiary is unable to be located and whether his benefit should be forfeited to the Fund rests within the sole and exclusive discretion of the Board of Trustees. If the missing Participant or beneficiary to whom payment was due subsequently submits a valid claim for the benefit, the benefit will be reinstated in the amount that was forfeited.

## **SECTION 4**

### **FREQUENTLY ASKED QUESTIONS**

Following are frequently asked questions and answers regarding the Vacation Fund:

**1. How do I know if I am eligible to participate in the Vacation Fund?**

If you are working for an Employer that makes contributions to the Vacation Fund on your behalf pursuant to a Collective Bargaining Agreement with Local 282, you are eligible to participate in the Vacation Fund.

Please contact the Fund Office if you have any questions about whether your Employer is obligated to contribute to the Vacation Fund.

**2. What information do I need to provide to the Fund Office?**

Please make sure that the Fund Office has your current address and other contact information, and that you have filed a completed designated beneficiary form with the Fund Office in the event you die before your benefits become payable.

**3. What Employer Industries currently contribute to the Vacation Fund?**

As of March 26, 2013, the following Industries contribute to the Vacation Fund: (1) Nassau/Suffolk Heavy Construction, Excavating & Asphalt, (2) Nassau /Suffolk Ready-Mix, (3) New York City Heavy Construction, Excavation & Asphalt, (4) Metropolitan Truckers, (5) Building Material Contractors, (6) Building Material Suppliers, and (7) Demolition.

**4. Who pays the cost of the Vacation Fund?**

The cost of the Vacation Fund is paid by Employer Contributions under Collective Bargaining Agreements, and the investment income generated thereon. You are not permitted to make contributions to the Vacation Fund. Your account may be subject to adjustment for administrative expenses.

**5. On what date is the Annual Valuation of the Vacation Fund?**

The Vacation Fund is valued on June 30th of each year. The Board of Trustees reserves the right to change the annual valuation date.

**6. How often does the Vacation Fund pay benefits and what time period is covered by each benefit check?**

The Vacation Fund issues benefit checks once per year, and twice per year where Employer Contributions are received on or between October 1st and February 28th (February 29th in leap years) for the period ending on the prior June 30th. Benefit checks and accompanying benefit statements are generally issued in the second half of each November, and in the second half of March when Employer Contributions are received on or between September 30th

and February 28th for the period ending on the prior June 30th. However, the dates on which benefit checks and statements are mailed may vary from year to year.

Your benefit check consists of Employer Contributions received by the Fund on your behalf for hours worked in Covered Employment during the period from July 1st to June 30th of that year, as well as any adjustments for prior years based on a payroll audit or late-made contributions, and may be subject to adjustment for administrative expenses. In addition, the payments must have been received and processed by the Vacation Fund between October 1<sup>st</sup> and September 30<sup>th</sup> in order to be included in the benefit check you receive the following November. For example, contributions for hours worked during the period from July 1<sup>st</sup>, 2012 to June 30<sup>th</sup>, 2013 must be posted to your account between October 1st, 2012 and September 30th, 2013 in order to be included in the benefit check you receive in November 2013. If any contributions for that year are posted to your account on or between October 1st, 2013 and February 28<sup>th</sup>, 2014, you will receive those benefits in March 2014.

**7. What is an example of the amounts included in my benefit check?**

As an example, your 2013 benefit check (generally payable sometime in November of 2013) will include Employer Contributions received by the Fund Office on your behalf for your work in Covered Employment during the period between July 1, 2012 and June 30, 2013. In addition, if an audit of your Employer for periods prior to July 1, 2012 reflected an underpayment of contributions on your behalf and your Employer corrected the underpayment by payment before September 30, 2013, your November 2013 benefit payment will be increased to reflect your Employer's payment of the audit deficiency. If your Employer corrected the underpayment between October 1, 2013 and February 28, 2014, the amount would not be included in your November, 2013 check, but you would receive a check reflecting that payment in March, 2014. Similarly, if an audit of your Employer for periods prior to July 1, 2012 reflected an overpayment of contributions on your behalf for that period and the Trustees have accepted the overpayment, your 2013 benefit will be reduced to reflect your Employer's prior overpayment. Finally, your benefit may be adjusted for administrative expenses.

**8. What information is included in the benefit statements that accompanies benefit checks?**

The annual statement includes the number of hours you worked in Covered Employment that your Employer reported for the period from July 1st through June 30th and any adjustments as a result of an audit or late-made payment for prior periods or for administrative expenses. The statement also includes the hourly contribution rate set forth in the Collective Bargaining Agreement covering your work.

In addition to your annual Vacation Fund statement, you receive monthly and quarterly statements from the Fund Office reflecting all hours reported

to the Funds on your behalf for the period covered by the statement. It is important that you review the monthly and quarterly statements carefully and immediately report any discrepancies in writing to the Fund Office, with documentation supporting your claim that your Employer failed to make all the required contributions.

**9. What does a minus sign on benefit statements indicate?**

A minus sign on your benefit statement indicates that a payroll audit of your Employer showed that overpayments of contributions were made on your behalf in the past and paid to you in a prior year's benefit check, and that the contributions made to your account for the period from July 1st through June 30th were reduced by the amount of the previous overpayment.

**10. Why did my Employer fail to make the contributions required to be made on my behalf?**

The Vacation Fund only pays contributions that your Employer actually made on your behalf. If your Employer fails to make required payments to the Vacation Fund, the Fund Office notifies the Employer of its delinquency, and, if payment is not received, the Delinquent Employer is then referred to Collection Counsel for possible legal action.

**11. What if additional contributions for the period covered by the annual benefit check are made to the Vacation Fund on my behalf after both the November and March benefit checks have been issued?**

If your Employer makes additional payments on your behalf for a July 1st through June 30th period after both November and March benefit checks have been issued for that period (either as a result of untimely payments or audit findings), those amounts will be credited to your account and will be included in a check for the following year.

**12. Where does the Fund Office send benefit checks?**

The Fund Office sends benefit checks to your last known address. Thus, it is extremely important that you notify the Fund Office immediately if you have a change of address.

**13. Does the Vacation Fund deduct taxes from my benefit?**

The Vacation Fund does not deduct taxes from your benefit. Instead your Employer is required to make payroll tax deductions and withhold applicable income taxes from your wages *before* it makes the contributions to the Fund.

**14. What if I die before I receive all of my benefits?**

Your remaining benefits will be paid to your designated beneficiary. Please make sure that you have submitted a completed designated beneficiary form to the Fund Office. If your designated beneficiary has pre-deceased you or if you have no designated beneficiary, your benefit will be paid to the following



persons, if then living, in the following order: (1) your spouse, (2) your child or children, (3) your parent(s), (4) your sibling(s), or (5) your estate.

The designated beneficiary form must be submitted to the Fund before the Participant's death. You may change your beneficiary(ies) without consent of the beneficiary(ies) at any time by completing and submitting a new designated beneficiary form to the Fund Office. The Trustees shall be the sole judges of the effectiveness of the designation or change thereof.

**15. Are my benefits subject to garnishment?**

Your benefits are subject to garnishment, and the Vacation Fund is required by law to honor any court order, garnishment, or other judgment of a court of law or notice of a child support enforcement agency.

**16. Are there any other ways in which my benefit might be forfeited?**

If you commit fraud, you will forfeit all of your benefits until the benefits fraudulently obtained are fully repaid. Examples of fraud include altering a check or knowingly cashing a voided check. In addition, the Vacation Fund may pursue legal action against you if you commit fraud.

**17. What should I do if I believe I am entitled to Vacation Fund benefits but did not receive a check, or if I believe that I am entitled to greater benefits than reflected in my benefit check?**

Ordinarily you do not need to file a claim to receive your benefits, as your benefits are paid to you automatically once per year. However, if you did not receive any benefits or if you believe you were due additional benefits, you must file a written claim with the Fund Office. No dispute will be resolved in person or over the telephone. Your claim for additional benefits must be in writing and must be made within 120 days after the benefit checks were mailed. Your claim should be accompanied by any documents that support your claim for benefits, such as pay stubs or other documentation.

A decision regarding the claim will be made by the Fund Office within 90 days from the date the claim is received by the Fund Office, unless it is determined that special circumstances require an extension of time for consideration of the claim, not to exceed an additional 90 days. If such an extension is required, written notice of the extension will be furnished to you prior to expiration of the initial 90-day period. The notice of extension shall include the special circumstances requiring the extension of time and the date by which the Fund Office expects to make a determination with respect to the claim. If the extension is required on account of your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Fund Office's request for more information.

If the Fund Office denies your claim, in whole or in part, you will be provided with written notice of the determination. The notice shall include (i) the specific reason(s) for the adverse benefit determination, with reference to the specific Plan provisions on which the determination is based, (ii) a description of any additional material or information necessary for you to perfect the claim (including an explanation as to why such material or information is necessary), (iii) a description of the Vacation Fund's appeal procedures and the applicable time limits, and (iv) a statement of your right to bring a civil action under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") following an adverse benefit determination on appeal.

## **18. Can I appeal an adverse ruling on a claim?**

If the Fund Office denies your claim for benefits, you, or your authorized representative, may appeal the denial of the claim to the Board of Trustees. Your appeal must be in writing and must be sent to the Trustees within 60 days after receipt of the notice of denial of your claim. In connection with the appeal, you or your authorized representative may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon written request and free of charge, with reasonable access to and copies of all documents, records, and other information relevant to your claim. The Trustees will give your claim a full and fair review, which will take into account all comments, documents, records and other information submitted by you in support of your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Trustees will make a decision on your appeal by the date of the meeting of the Board of Trustees that immediately follows receipt of your appeal, unless your appeal is filed within 30 days preceding the date of such meeting. In such case, a decision will be made by no later than the date of the second meeting following receipt of your appeal. If special circumstances require a further extension of time for processing, a decision shall be made not later than the third meeting of the Board of Trustees following receipt of your appeal. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide you with written notice of the extension, describing the special circumstances and the date as of which the decision will be made, prior to the commencement of the extension. You will be notified in writing of the decision on appeal as soon as possible, but no later than 5 days after the decision on appeal is made. If your appeal is denied, in whole or in part, the notice shall include: (i) the specific reason(s) for the adverse benefit determination, with reference to the specific Plan provisions on which the determination is based, (ii) 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 the claim, and (iii) a statement of your right to bring a civil action under ERISA. The Trustees' decision on appeal shall be final and binding on all parties.

## **SECTION 5**

### **STATEMENT OF ERISA RIGHTS**

As a Participant in the Vacation Fund, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

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

- Examine, without charge, at the Fund Office and at other specified locations, such as work locations and union halls, all documents governing the Plan, including 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 Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to establishing rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. 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 benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a vacation and sick leave benefit is denied or ignored, in whole or in part, you have the 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 to which you are entitled, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if 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.

## SECTION 6

### ADMINISTRATIVE INFORMATION

<b>Official Plan Name</b>	Local 282 Vacation and Sick Leave Trust Fund
<b>Employer Identification Number (EIN)</b>	11-6438921
<b>Plan Number</b>	05
<b>Plan Year</b>	March 1 through February 28 (February 29 in leap years)
<b>Type of Plan</b>	Welfare benefit plan providing vacation and sick leave benefits
<b>Effective Date</b>	The Plan became effective on February 1, 1994, and has been restated several times. The effective date of the current version is January 22, 2013
<b>Funding of Benefits</b>	All contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements requiring Employers to contribute to the Fund. Benefits are paid from the Fund's assets, which are accumulated under the provisions of the Trust Agreement.
<b>Trust</b>	Assets are held in a trust fund for the purpose of providing benefits to covered Participants and paying reasonable administrative expenses.
<b>Plan Sponsor &amp; Administrator</b>	The Vacation Fund is sponsored and administered by a joint Board of Trustees composed of an equal number of Union trustees and Employer trustees. Their names and addresses appear at the front of this booklet. The office of the Board of Trustees is:  Local 282 Vacation and Sick Leave Trust Fund 2500 Marcus Avenue Lake Success, New York 11042 Phone: 1-516-488-2822 1-718-343-3322
<b>Contributing Employers</b>	The Vacation Fund will provide you, upon written request, with information as to whether a particular Employer is contributing to the Plan on behalf of employees, as well as the address of such Employer. Additionally, a complete list of Employers and the union local sponsoring the Plan may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.
<b>Agent for Service of Legal Process</b>	Board of Trustees, or any individual trustee, at the address given above.

## NOTES

## NOTES

## NOTES



## NOTES

Printed in the U.S.A.  
by Perfect Printing Solutions, Inc.  
(631) 382-4968

