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SUMMARY PLAN DESCRIPTION

**EMPLOYEES
SECURITY FUND
of the
ELECTRICAL
PRODUCTS
INDUSTRIES**

AS AMENDED TO APRIL 28, 1988

ESTABLISHED 1944

**Harry Van Arsdale Jr.
Founder**

Dear Participant:

We are pleased to provide this booklet which contains the summary description of the welfare and pension benefits of the Employees Security Fund of the Electrical Products Industries.

For ease of understanding, the summary description has been divided into three (3) sections;

- Welfare Benefits
- Pension Benefits
- Your Rights

To make this information clear, the summary description was written in simple, straightforward language. It contains examples that illustrate different features of your benefits and cross-references that direct you to information in this booklet.

Please read this booklet carefully and show it to your family. It's important that they too be aware of your benefits.

In translating from legal language to everyday English, we've tried to explain everything correctly. However, the summary description is not a substitute for the Trust Agreement, the full text of which is available at the Fund Office.

If you have any questions about your benefits, please feel free to contact the Fund Office.

Sincerely,

The Trustees

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WELFARE BENEFITS

The Employees Security Fund of the Electrical Products Industries maintains a General Fund which is used to provide important welfare benefits to participants and their dependents. This Fund, known by its present name since July 1, 1984, is the result of the merger on April 1, 1984 of the Employees Retirement Fund of the Illumination Products Industry (est. 1944) and the Employees Security Fund of the Electrical Wholesalers Industry (est. 1945) into the Employees Retirement Fund of the Electrical Manufacturing Industry (est. 1944). The Funds, either separately or in concert, have been providing benefits since 1944 to Employees of the Manufacturers and Wholesalers of Electrical Products who are represented by Local Union #3, International Brotherhood of Electrical Workers, AFL-CIO.

What follows is a summary description of the eligibility requirements and benefits available to participants, their spouses and their children.

HOSPITALIZATION, SURGICAL, ANESTHESIA AND PROSTHESIS BENEFITS.

How Do The Benefits Work?

Hospitalization, Surgical, Anesthesia and Prosthesis Benefit payments are made to you, to partially reimburse you for your expenses, when sickness or accident causes you, your eligible spouse or children to be hospitalized, have surgery performed, anesthesia administered or a prosthesis made.

A Health Benefit Request Form, can be obtained from your Shop Steward. It must be completed and returned to the Fund Office within six months from the date of hospital discharge or the date medical service was rendered in order to establish your eligibility and enable a benefit payment to be made to you. All supporting documents, including the hospital's and physician's statement indicating dates of admission and discharge, types of services, charges, marriage or birth certificates, etc., as indicated on the reverse side of the Benefit Request Form, must accompany this form when returned to the Fund Office.

Benefit payment is made to you regardless of any other coverage you may have. This benefit payment is unassignable and non-transferable.

Who is Eligible?

- You are eligible for Hospitalization, Surgical, Anesthesia and Prosthesis Benefits, for yourself, your legally married spouse and your unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if they are unmarried full-time dependent students attending an accredited high school, technical school, college or university located in the United States or one of its possessions, if you are not receiving pension and you are employed or available for employment by a contributing Employer and one or more Employers have paid 6 months (26 weeks) of contributions for

you in the past 12 months.¹

- In addition, if you are an Employee of a new Company that has entered the Plan and have contributions made for you on the original date that contributions are due from your Company, you are eligible for Hospitalization, Surgical, Anesthesia and Prosthesis Benefits for yourself when four (4) or more weeks of contributions have been made for you. The benefits shall be extended to your eligible spouse and eligible children after six months (26 weeks) of contributions are made on your behalf.
- Coverage is extended to you, your eligible spouse and eligible children, if you have been laid off for less than six (6) months provided you are registered with the Union's Employment Department as available for employment.
- If you die while your spouse or child is hospitalized for medical or surgical treatment, benefits will be paid for the remainder of such hospital stay.

What Are The Benefits?

When admitted to a bed in a hospital for medical or surgical treatment, this Fund will pay you:

- \$400.00 a day; when there is a room and board charge;
- up to a total of 120 days in a calendar year.

The maximum hospitalization benefit in a calendar year is \$48,000.00. If your spouse or your child is hospitalized for a chronic illness, calendar year benefits are paid each year up to a maximum of 120 days per year for two (2) years or a maximum of 240 days.

When surgery is required, this Fund will pay you for the surgical charges made by the operating physician, up to the amounts set forth in the Fund's Schedule of Surgical Allowances. The maximum allowance in such schedule is \$6,525.00 for a single surgery. You are responsible to pay all charges above the Fund's Schedule of Allowances.

If two or more procedures in different operative fields and through different operative incisions, are performed during one hospital stay, the allowance will be paid for the highest procedure and 50% of the allowance will be paid for the second highest procedure.

A schedule of surgical allowances can be found in Appendix II, of the Trust Agreement.

¹ Maternity benefits become payable to new female Employees and wives of new male Employees after contributions have been received from an Employer for at least 10 months (43 weeks).

AMENDMENTS EFFECTIVE SEPT. 1, 1988

Changes affecting the "Hospitalization, Surgical, Anesthesia and Prosthesis Benefits" and new Benefits entitled: "Alcoholism Confinement Benefit" and "Drug Addiction Confinement Benefit" can be found in this insert.

This insert replaces the descriptions found on pages 3, 4, and 5 of the Summary Plan Description booklet as amended to April 28, 1988.

HOSPITALIZATION, SURGICAL, ANESTHESIA AND PROSTHESIS BENEFITS.

How Do The Benefits Work?

Hospitalization, Surgical, Anesthesia and Prosthesis Benefit payments are made to you, to partially reimburse you for your expenses, when sickness or accident causes you, your eligible spouse or children to be hospitalized, have surgery performed, anesthesia administered or a prosthesis made.

A Health Benefit Request Form, can be obtained from your Shop Steward. It must be completed and returned to the Fund Office within six months from the date of hospital discharge or the date medical service was rendered in order to establish your eligibility and enable a benefit payment to be made to you. All supporting documents, including the hospital's and physician's statement indicating dates of admission and discharge, types of services, charges, marriage or birth certificates, etc., as indicated on the reverse side of the Benefit Request Form, must accompany this form when returned to the Fund Office.

Benefit payment is made to you regardless of any other coverage you may have. This benefit payment is unassignable and non-transferable.

Who is Eligible?

- You are eligible for Hospitalization, Surgical, Anesthesia and Prosthesis Benefits, for yourself, your legally married spouse and your unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if they are unmarried full-time dependent students attending an accredited high school, technical school, college or university located in the United States or one of its possessions, if you are not receiving pension and you are employed or available for employment by a contributing Employer and one or more Employers have paid 6 months (26 weeks) of contributions for

you in the past 12 months.¹

- In addition, if you are an Employee of a new Company that has entered the Plan and have contributions made for you on the original date that contributions are due from your Company, you are eligible for Hospitalization, Surgical, Anesthesia and Prosthesis Benefits for yourself when four (4) or more weeks of contributions have been made for you. The benefits shall be extended to your eligible spouse and eligible children after six months (26 weeks) of contributions are made on your behalf.
- Coverage is extended to you, your eligible spouse and eligible children, if you have been laid off for less than six (6) months provided you are registered with the Union's Employment Department as available for employment.
- If you die while your spouse or child is hospitalized for medical or surgical treatment, benefits will be paid for the remainder of such hospital stay.

What Are The Benefits?

When admitted to a bed in a hospital for medical or surgical treatment, this Fund will pay you:

- \$400.00 a day; when there is a room and board charge. Beginning 9/1/88 the benefit rate of \$400.00 a day shall be changed to that amount which is the lesser between the hospital room and board charges incurred or \$400.00 per day for each day spent in a hospital facility not a rehabilitation facility and for medical service purposes not alcohol or drug treatment.
- Beginning 3/1/88 this hospital room and board benefit will be extended to include payment for ambulatory surgical room charges.
- up to a total of 120 days in a calendar year.

The maximum hospitalization benefit in a calendar year is \$48,000.00. If your spouse or your child is hospitalized for a chronic illness, calendar year benefits are paid each year up to a maximum of 120 days per year for two (2) years or a maximum of 240 days.

When surgery is required, this Fund will pay you for the surgical charges made by the operating physician, up to the amounts set forth in the Fund's Schedule of Surgical Allowances. The maximum allowance in such schedule is \$6,525.00 for a single surgery. You are responsible to pay all charges above the Fund's Schedule of Allowances.

If two or more procedures in different operative

¹ Maternity benefits become payable to new female Employees and wives of new male Employees after contributions have been received from an Employer for at least 10 months (43 weeks).

fields and through different operative incisions, are performed during one hospital stay, the allowance will be paid for the highest procedure and 50% of the allowance will be paid for the second highest procedure.

A schedule of surgical allowances can be found in Appendix II, of the Trust Agreement.

When general anesthesia, not local anesthesia, is administered by an anesthesiologist in connection with covered surgical or maternity services, this Fund will pay you for the anesthesia charges made by the anesthesiologist, but not more than 25% of the covered surgical or maternity amounts described above.

When a Prosthesis, an appliance or device to replace a missing part of the body, is required the Fund will pay you an amount as determined by the Fund's physician which cannot be greater than \$500.00.

If you are a Part-time Employee who has worked an average of less than twenty (20) hours a week in the six (6) months preceding the date of service for which benefit payment is sought, benefit payment shall be reduced to a pro-rata share of the normal benefit payment otherwise made to you if you are working the Employer's full time work week of twenty (20) hours or more.

What is Excluded?

In no case shall benefit payments be made for:

- hospitalization, surgery, anesthesia or a prosthesis for which no charge is made, and where the patient incurs a charge for services received in a foreign country such charge will be equated to U.S. currency by use of the currency rate of exchange at the time the benefit payment is processed at the Fund Office;
- a confinement in a rehabilitation facility for rehabilitation purposes due to alcoholism or drug addiction;
- conditions resulting from illness, surgery and anesthesia or requiring a prosthesis, that existed before you, your spouse or your children became eligible for benefits;
- hospitalization, surgery and anesthesia which occurs or prosthesis which is required after you voluntarily leave your covered employment with a contributing Employer and either take a position in non-covered employment or after you retire from covered employment or after your death;
- the period of time that you, your spouse or your children are confined in a mental institution. However, the Committee may in its discretion pay benefits when you, your spouse or your children are discharged.

How Do You File Claims?

It is necessary that you:

- obtain a Health Benefit Request Form from your Shop Steward;

- complete the Health Benefit Request Form; then, following the instructions on its reverse side, forward the form and supporting document(s) to the Fund Office no later than six (6) months after the date of discharge from the hospital, or the date of surgery, anesthesia or prosthesis service as applicable;
- to insure that your claim will not be considered late, if you are delayed in obtaining any supporting document(s), mail the Health Benefit Request Form to the Fund Office within the required six (6) months time; then, when you are able, forward the document(s) which are necessary to complete your claim.

ALCOHOLISM CONFINEMENT BENEFIT AND DRUG ADDICTION CONFINEMENT BENEFIT

How Do The Benefits Work?

Alcoholism Confinement and Drug Addiction Confinement Benefit payments are made to an accredited alcoholism rehabilitation facility or drug treatment rehabilitation facility approved in advance of the admission by the Fund Office. Such payments will be made in an amount not covered by any other insurance or benefit plan, and will be the lesser of either the actual room and board charges due and payable or \$400.00 per day. Coverage for an eligible Employee, his or her eligible spouse or eligible children shall be limited to one occurrence, not to exceed thirty (30) days.

Who Is Eligible?

- You are eligible for the Alcoholism Confinement Benefit or Drug Addiction Confinement Benefit for yourself, your legally married spouse and your unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if they are unmarried full-time dependent students attending an accredited high school, technical school, college or university located in the United States or one of its possessions, if you are not receiving pension benefits and you are employed or available for employment by a contributing Employer and one or more Employers have paid 24 months (104 weeks) of contributions for you in the past 30 months.
- Coverage is extended to you, your eligible spouse and eligible children, if you have been laid off for less than six (6) months provided you are registered with the Union's Employment Department as available for employment.
- If you die while your spouse or child is hospitalized for Alcoholism Confinement or Drug Addiction Confinement, benefits will be paid for the remainder of such treatment period.

What Are The Benefits?

When admitted to an approved, accredited Alcoholism treatment facility or Drug Addiction facility, a benefit payment will be made to that facility on your behalf. This payment will be:

- \$400.00 a day, or the facilities daily charges whichever is less;
- this payment to be made on a one time only basis and for a period not exceeding 30 thirty days.

What is Excluded?

In no case shall benefit payments be made for:

- alcohol or drug treatments extending beyond 30 days;
- additional substance abuse treatment or services;
- Alcoholism Confinement or Drug Addiction Confinement made after you voluntarily leave your covered employment with a contributing Employer and either take a position in non-covered employment or after you retire from covered employment;
- charges made by any substance abuse confinement center or facility not approved by the Fund Office prior to entry;
- charges covered by any other insurance policy or health plan.

How Do You File A Claim?

It is necessary that you:

- obtain a Health Benefit Request form from your Shop Steward;
- complete the Health Benefit Request form; then: following the instructions on its reverse side, forward the form and supporting document(s) to the Fund Office no later than six (6) months after the date of discharge from the alcohol or drug treatment facility.
- to insure that your claim will not be considered late if you are delayed in obtaining any supporting document(s), mail the Health Benefit Request Form to the Fund Office within the required six (6) months time; then, when you are able, forward the document(s) which are necessary to complete your claim.

EMPLOYEES SECURITY FUND OF THE ELECTRICAL PRODUCTS INDUSTRIES

158-11 HARRY VAN ARSDALE JR. AVENUE, ROOM 307, FLUSHING, N.Y. 11365 • (1)-718-591-1100 • FAX (1)-718-591-4200

December 30, 1988

Established 1944
HARRY VAN ARSDALE JR.
Founder

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1st Vice Chairman

PAUL J. HILLSTROM
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--NOTICE OF BENEFIT CHANGES--

Dear Member

The Committee of this Fund has acted to make certain Pension Benefit and Dental Benefit changes, effective January 1, 1989, as follows:

PENSION BENEFITS

1. A 5% increase shall be granted to all Pensioners and Beneficiaries on the rolls prior to January 1, 1989.
2. All Standard Pension and Disability Pensions approved on or after January 1, 1989 shall be in the monthly amount of \$170.00 plus \$8.50 per month for each Pension Credit in excess of 20.
3. All Normal Retirement Pensions and Vested Pensions for Employees who separate from covered employment on or after January 1, 1989, shall be \$8.50 multiplied by the number of the Participant's Pension Credits.
4. In all calculations the Husband-and-Wife reduction factors and the Partial Pension Credits reduction factors shall be applied where applicable.

DENTAL BENEFITS

The Dental Benefit provided by the Fund is now available to eligible persons in two different ways:

- (a) use any licensed dental facility in the United States or its possessions (obtain Benefit Request Form from your Shop Steward); or
- (b) use the dental facilities of a closed panel of participating dentists who agree to accept, as payment in full, the Fund's dental allowances for covered services, (call Fund Office for information and eligibility card).

In addition, many allowances paid by the Fund, for dental services, have been improved. See attached copy of "Schedule of Dental Allowances and Limitations for Services on and after January 1, 1989".

On behalf of the Committee, we take this opportunity to wish you a very Happy New Year.

Very truly yours,



Hy Greenblatt
Executive Secretary

HG:cg
encl.

XI. LIMITATIONS

1. No payments will be made for which the patient incurs no dentist's charges.
2. Cosmetic dentistry will not be payable.
3. No payment will be made for orthodontics by Fund.
4. No payment will be made for prosthetic replacements unless five years have elapsed from prior insertion.
5. No payment for replacement of lost dentures.
6. Maximum payment for prosthetics and/or crown and bridges of \$1200.00 per eligible person per calendar year.
7. The Fund shall have the right to examine any individual who has made a claim, as often as it may reasonably require, during the pendency of a claim.
8. Any approved prosthetic and/or crown and bridge appliance charges in excess of \$1200.00 based on the Fund's fee schedule will be the employee's responsibility.
9. All services not approved by the Fund's Peer Review Dentist will be the responsibility of the employee.
10. One routine course of treatment per patient is allowed for each calendar year.

I. Diagnostic/General

Examinations	
0110 Initial Oral Examination.....	\$ 15.00
Restorations	
0210 Introral - complete series (with or without bitewings).....	25.00
0220 Introral - single, first film.....	5.00
0230 Introral - each additional film (up to \$25 for 14 films).....	5.00
0240 Introral - occlusal, single, first film.....	5.00
0272 Bitewing - two films.....	7.00
0274 Bitewing - four films.....	10.00
0321 Extroral - maxillary - mandibular joint single film.....	15.00
0330 Panoramic - maxillary and mandibular - single film.....	25.00

II Preventative

Dental Prophylaxis	
1110 Adults.....	30.00
1120 Children.....	25.00
Fluoride Treatments.....	N.C.
Space Maintainers.....	N.C.

III. Restorative

Amalgam Restorations (deciduous teeth)	
2110 Amalgam - one surface.....	12.00
2120 Amalgam - two surfaces.....	24.00
2130 Amalgam - three or more surfaces.....	36.00
Amalgam Restorations (permanent teeth)	
2140 Amalgam - one surface.....	12.00
2150 Amalgam - two surfaces.....	24.00
2160 Amalgam - three or more surfaces.....	36.00
2190 Pin retained (exclusive of amalgam).....	5.00

Silicate Restorations	
2210 Silicate cement - per surface restoration (maximum 3 surfaces).....	12.00

Acrylic or Plastic Restorations	
2310 Acrylic or Plastic.....	12.00
2330 Composite resin - one surface.....	16.00
2331 Composite resin - two surfaces.....	12.00
2332 Composite resin - three surfaces.....	48.00
2334 Pin retained, in addition to above per tooth.....	5.00
2335 Composite resin involving incisal angle.....	36.00
2340 Acid etch for restorations (indicate number of surfaces).....	25.00

Gold Inlay Restorations	
2520 Inlay, gold - two surfaces.....	75.00
2530 Inlay, gold - three surfaces.....	100.00
2540 Inlay, (in addition to above per tooth).....	25.00

Crown - Single Restorations Only	
2710 Plastic (acrylic).....	100.00
2711 Plastic - prefab.....	15.00
2720 Plastic with gold.....	160.00
2721 Plastic with non-precious.....	110.00
2722 Plastic with semi-precious metal.....	150.00
2740 Porcelain.....	175.00
2751 Porcelain with non-precious metal.....	250.00
2752 Porcelain with semi-precious metal.....	275.00
2791 non-precious metal (full cast).....	125.00
2792 semi-precious metal (full cast).....	125.00
2830 Stainless steel.....	50.00
2891 Cast Post and core - in addition to above - per tooth.....	65.00
2892 Steel Post with Amalgam or composite build-up.....	35.00

Other Restorative Services	
2910 Recement inlays.....	10.00
2920 Recement crowns.....	10.00
2940 Sedative fillings.....	10.00

IV. Endodontics

Pulp Capping (excluding restoration)	
3110 Pulp cap.....	5.00
Pulpotomy (excluding restoration)	
3220 Vital Pulpotomy.....	25.00
Root Canal Therapy (includes treatment plan, clinical procedures, and follow-up care; excludes restoration)	
3310 One canal.....	100.00
3320 Two canals.....	175.00
3330 Three canals.....	275.00

Periodontal Services	
3410 Apicoectomy (independent procedure).....	50.00

V. Periodontics

Surgical Services	
4210 Gingivectomy or gingivoplasty, per quadrant.....	25.00
4220 Gingival curettage, per quadrant.....	20.00
4260 Osseous surgery (with definition), per quadrant.....	250.00
4261 Osseous graft - single site.....	125.00
4262 Osseous graft - multiple sites per quadrant.....	175.00

Adjunctive Services	
4330 Occlusal adjustments (limited; not involving restoration).....	N.C.
4331 Occlusal adjustment (complete; not involving	

restoration).....	N.C.
4340 Pericoronal scaling (entire mouth).....	20.00
4341 Pericoronal scaling (fewer than 12).....	15.00
4360 Apical periodontal appliances.....	N.C.

Miscellaneous Services	
4910 Pericoronal prophylaxis.....	15.00

VI. Prosthodontics - Removable

Complete Dentures	
5110 Complete upper.....	275.00
5120 Complete lower.....	275.00
5130 Immediate upper.....	295.00*
5140 Immediate lower.....	295.00*
* With relines after four months	

Partial Dentures	
5211 Upper without clasps, acrylic base.....	150.00
5212 Lower without clasps, acrylic base.....	150.00
5241 Lower with chrome lingual bar and two clasps, cast base.....	300.00
5251 Upper with chrome palatal bar and two clasps, acrylic base.....	300.00
5261 Upper with chrome palatal bar and two clasps, cast base.....	300.00
5281 Cast Metal.....	70.00
5410 Adjustments to denture (6 months after installation or by dentist other than dentist providing appliances).....	10.00
5610 Denture Fracture.....	20.00
5640 Resin-bonded tooth on denture.....	15.00
5650 Partial denture - Adding tooth to replace extracted tooth without adding clasp.....	30.00
5660 Partial denture - Adding tooth to replace extracted tooth, adding clasp.....	55.00

Denture Relines or Repairs	
5730 Relining upper or lower complete denture (office relines).....	50.00
5740 Relining upper or lower partial denture (office relines).....	50.00

VII. Prosthodontics - Fixed

Fixed Bridges	
Bridge Posts	
6211 Non-precious metal.....	275.00
6220 Slotted (Steele's) ferrule.....	275.00
6230 Slotted (Tsu) ferrule.....	275.00
6241 Porcelain fused to non-precious metal.....	275.00
6251 Plastic processed to non-precious metal.....	275.00

Abutment Crowns	
6710 Plastic (acrylic).....	100.00
6721 Plastic processed to non-precious metal.....	200.00
6740 Porcelain.....	135.00
6751 Porcelain fused to non-precious metal.....	275.00
6791 Non-precious metal (full cast).....	175.00

Other Services	
6930 Recement bridges.....	10.00
6960 Loose pin (in addition to above per tooth).....	5.00

VIII. Oral Surgery

(All procedures include local anesthesia and postoperative care. For general anesthesia see 9220.)

Simple Extractions	
7110 Simple tooth.....	30.00
7120 Each additional tooth.....	25.00

Surgical Extractions	
7210 Extraction of tooth, erupted.....	40.00
Additional teeth (per tooth).....	15.00
7220 Incision requiring incision of overlying soft tissue and removal of the tooth.....	85.00
7230 Incision requiring incision of overlying soft tissue elevation of a flap, removal of bone and the removal of the tooth.....	110.00
7240 Incision requiring incision of overlying soft tissue, elevation of flap, removal of bone and sectioning of the tooth for removal.....	125.00
7241 Incision requiring incision of overlying soft tissue elevation of flap, removal of bone, sectioning of the tooth for removal, but which presents unusual circumstances which require special reports.....	125.00

Tissue and Laboratory Examinations	
7285 Biopsy and examination of oral tissue: hard.....	30.00
7286 Biopsy and examination of oral tissue: soft.....	30.00

Alveoplasty (surgical preparation of ridge for dentures)	
7310 Per quadrant, in conjunction with extractions.....	N.C.
7320 Per quadrant not in conjunction with extractions.....	25.00
7340 Fracture.....	35.00

IX. Orthodontics - Not Covered by Fund	
I. Adjunctive - General	
9110 Palliative - treatment (identify treatment).....	10.00
9220 General Anesthesia (per visit).....	50.00

"N.C." means "Individual Consideration."
"N.C." means "Not Covered."

IX. LIMITATIONS

1. No payments will be made for which the patient incurs no dentist's charge.
2. Cosmetic dentistry will not be payable.
3. No payment will be made for orthodontics by Fund.
4. No payment will be made for prosthetic replacements unless five years have elapsed from prior insertion.
5. No payment for replacement of lost dentures.
6. Maximum payment for prosthetics and/or crowns and bridges of \$1200.00 per eligible person per calendar year.
7. The Fund shall have the right to examine any individual who has made a claim, as often as it may reasonably require, during the pendency of a claim.
8. Any approved prosthetic and/or crown and bridge appliances charges in excess of \$1200.00 based on the Fund's fee schedule will be the Employee's responsibility.
9. All services not approved by the Fund's Peer Review dentist will be the responsibility of the Employee.
10. One routine course of treatment per patient is allowed for each calendar year.

I. Diagnostic/General

Examinations

0110 Initial Oral Examination.....	\$ 15.00
Radiographs	
0210 Intraoral - complete series (with or without bitewings).....	25.00
0220 Intraoral - single, first film.....	5.00
0230 Intraoral - each additional film (up to \$25 for 14 films).....	5.00
0240 Intraoral - occlusal, single, first film.....	5.00
0272 Bitewing - two films.....	7.00
0274 Bitewing - four films.....	10.00
0321 Extraoral - Temporomandibular joint single film.....	15.00
0330 Panoramic - maxillary and mandibular - single film.....	25.00

II Preventative

Dental Prophylaxis

1110 Adults.....	30.00
1120 Children.....	25.00
Fluoride Treatments.....	N.C.
Space Maintainers.....	N.C.

III. Restorative

Amalgam Restorations (deciduous teeth)

2110 Amalgam - one surface.....	12.00
2120 Amalgam - two surfaces.....	24.00
2130 Amalgam - three or more surfaces.....	36.00

Amalgam Restorations (permanent teeth)

2140 Amalgam - one surface.....	12.00
2150 Amalgam - two surfaces.....	24.00
2160 Amalgam - three or more surfaces.....	36.00
2190 Pin retained (exclusive of amalgam).....	5.00

Silicate Restorations

2210 Silicate cement - per surface restoration (maximum 3 surfaces).....	12.00
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Acrylic or Plastic Restorations

2310 Acrylic or Plastic.....	12.00
2330 Composite resin - one surface.....	16.00
2331 Composite resin - two surfaces.....	32.00
2332 Composite resin - three surfaces.....	48.00
2334 Pin retained, in addition to above per tooth.....	5.00
2335 Composite resin involving incisal angle.....	36.00
2340 Acid etch for restorations (indicate number of surfaces).....	25.00

Gold Inlay Restorations

2520 Inlay, gold - two surfaces.....	75.00
2530 Inlay, gold - three surfaces.....	100.00
2540 Inlay, (in addition to above per tooth).....	25.00

Crowns - Single Restorations Only

2710 Plastic (acrylic).....	100.00
2711 Plastic - Prefab.....	15.00
2720 Plastic with gold.....	150.00
2721 Plastic with non-precious.....	110.00
2722 Plastic with semi-precious metal.....	150.00
2740 Porcelain.....	175.00
2751 Porcelain with non-precious metal.....	250.00
2752 Porcelain with semi-precious metal.....	275.00
2791 non-precious metal (full cast).....	125.00
2792 semi-precious metal (full cast).....	125.00
2830 Stainless steel.....	50.00
2891 Cast Post and core - in addition to above - per tooth.....	65.00
2892 Steel Post with Amalgam or composite build-up.....	35.00

Other Restorative Services

2910 Recement inlays.....	10.00
2920 Recement crowns.....	10.00
2940 Sedative fillings.....	10.00

IV. Endodontics

Pulp Capping (excluding restoration)

3110 Pulp cap.....	5.00
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Pulpotomy (excluding restoration)

3220 Vital Pulpotomy.....	25.00
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Root Canal Therapy (includes treatment plan, clinical procedures, and follow-up care; excludes restoration)

3310 One canal.....	100.00
3320 Two canals.....	175.00
3330 Three canals.....	275.00

Periapical Services

3410 Apicoectomy (independent procedure).....	50.00
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V. Periodontics

Surgical Services

4210 Gingivectomy or gingivoplasty, per quadrant.....	25.00
4220 Gingival curettage, per quadrant.....	20.00
4260 Osseous surgery (with definition), per quadrant.....	250.00
4261 Osseous graft - single site.....	125.00
4262 Osseous graft - multiple sites per quadrant.....	175.00

Adjunctive Services

4330 Occlusal adjustments (limited; not involving restoration).....	N.C.
4331 Occlusal adjustment (complete; not involving	

restoration).....	N.C.
4340 Periodontal scaling (entire mouth).....	20.00
4341 Periodontal scaling (fewer than 12).....	15.00
4360 Special periodontal appliance.....	N.C.

Miscellaneous Services

4910 Periodontal prophylaxis.....	15.00
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VI. Prosthodontics - Removable

Complete Dentures

5110 Complete upper.....	275.00
5120 Complete lower.....	275.00
5130 Immediate upper.....	295.00*
5140 Immediate lower.....	295.00*
* With relines after four months	

Partial Dentures

5211 Upper without clasps, acrylic base.....	150.00
5212 Lower without clasps, acrylic base.....	150.00
5241 Lower with chrome lingual bar and two clasps, cast base.....	300.00
5251 Upper with chrome palatal bar and two clasps, acrylic base.....	300.00
5261 Upper with chrome palatal bar and two clasps, cast base.....	300.00
5281 Cast Rembit.....	70.00
5410 Adjustments to denture (6 months after installation or by dentist other than dentist providing appliances).....	10.00
5610 Denture Fracture.....	20.00
5640 Replacing broken tooth on denture.....	15.00
5650 Partial denture - Adding tooth to replace extracted tooth without adding clasp.....	30.00
5660 Partial denture - Adding tooth to replace extracted tooth, adding clasp.....	55.00

Denture duplication or relines --

5730 Relining upper or lower complete denture (office relines).....	50.00
5740 Relining upper or lower partial denture (office relines).....	50.00

VII. Prosthodontics - Fixed

Fixed Bridges

Bridge Pontics

6211 Non-precious metal.....	275.00
6220 Slotted (Steele's) Facing.....	275.00
6230 Slotted (Tru) Pontic.....	275.00
6241 Porcelain fused to non-precious metal.....	275.00
6251 Plastic processed to non-precious metal.....	275.00

Abutment Crowns

6710 Plastic (acrylic).....	100.00
6721 Plastic processed to non-precious metal.....	200.00
6740 Porcelain.....	135.00
6751 Porcelain fused to non-precious metal.....	275.00
6791 Non-precious metal (full cast).....	175.00

Other Services

6930 Recement bridge.....	10.00
6960 Loose pin (in addition to above per tooth).....	5.00

VIII. Oral Surgery

(All procedures include local anesthesia and postoperative care. For general anesthesia see 9220.)

Simple extractions

7110 Single tooth.....	30.00
7120 Each additional tooth.....	25.00

Surgical Extractions

7210 Extraction of tooth, erupted.....	40.00
Additional teeth (per tooth).....	15.00
7220 Impaction requiring incision of overlying soft tissue and removal of the tooth.....	85.00
7230 Impaction requiring incision of overlying soft tissue elevation of a flap, removal of bone and the removal of the tooth.....	110.00
7240 Impaction requiring incision of overlying soft tissue, elevation of flap, removal of bone and sectioning of the tooth for removal.....	125.00
7241 Impaction requiring incision of overlying soft tissue elevation of flap, removal of bone, sectioning of the tooth for removal, but which presents unusual circumstances which require special reports.....	125.00
Tests and Laboratory Examinations	
7285 Biopsy and examination of oral tissue; hard.....	30.00
7286 Biopsy and examination of oral tissue; soft.....	30.00

Alveoplasty (surgical preparation of ridge for dentures)

7310 Per quadrant, in conjunction with extractions.....	N.C.
7320 Per quadrant not in conjunction with extractions.....	25.00
7340 Frenectomy.....	35.00

IX. Orthodontics - Not Covered by Fund

Adjunctive - General

9110 Palliative treatment (identify treatment).....	10.00
9220 General anesthesia (per visit).....	50.00

"I" means "Individual Consideration."
 "N.C." means "Not Covered."

When general anesthesia, not local anesthesia, is administered by an anesthesiologist in connection with covered surgical or maternity services, this Fund will pay you for the anesthesia charges made by the anesthesiologist, but not more than 25% of the covered surgical or maternity amounts described above.

When a Prosthesis, an appliance or device to replace a missing part of the body, is required the Fund will pay you an amount as determined by the Fund's physician which cannot be greater than \$500.00.

What is Excluded?

In no case shall benefit payments be made for:

- hospitalization, surgery, anesthesia or a prosthesis for which no charge is made;
- conditions resulting from illness, surgery and anesthesia or requiring a prosthesis, that existed before you, your spouse or your children became eligible for benefits;
- hospitalization, surgery and anesthesia which occurs or prosthesis which is required after you voluntarily leave your covered employment with a contributing Employer and either take a position in non-covered employment or after you retire from covered employment or after your death;
- the period of time that you, your spouse or your children are confined in a mental institution. However, the Committee may in its discretion pay benefits when you, your spouse or your children are discharged.

How Do You File Claims?

It is necessary that you:

- obtain a Health Benefit Request Form from your Shop Steward;
- complete the Health Benefit Request Form; then: following the instructions on its reverse side, forward the form and supporting document(s) to the Fund Office no later than six (6) months after the date of discharge from the hospital, or the date of surgery, anesthesia or prosthesis service as applicable;
- to insure that your claim will not be considered late, if you are delayed in obtaining any supporting document(s), mail the Health Benefit Request Form to the Fund Office within the required six (6) months time; then, when you are able, forward the document(s) which are necessary to complete your claim.

DENTAL BENEFIT

How Does the Benefit Work?

The Dental Benefit provided by the Fund is available to eligible persons in different ways:

- (a) use the Dental Department, Employees Security Fund of the Electrical Products Industries, located at:

Electric Industry Center
158-11 Jewel Avenue, Room 204
Flushing, New York 11365

- (b) use any other licensed dental facility in the United States or its possessions.

In addition, from time to time, when arrangements can be made, Dental services are provided in the New York Metropolitan Area through the Dental facilities of a closed panel of participating Dentists who agree to accept, as payment in full, the Fund's dental allowances for covered services. Question your Shop Steward or call the Fund Office to determine whether such Dental facilities are currently available.

Eligible persons may avail themselves of one dental examination and routine course of treatment per calendar year. In addition, upon completion of a routine course of treatment, emergency treatment is available for the balance of the calendar year.

Who is Eligible?

- You are eligible for the Dental Benefit if you are an Employee of a contributing Employer and have had at least six months (26 weeks) of contributions paid on your behalf, by one or more contributing Employers, or if you are a pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.
- Your legally married spouse and unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if unmarried, full-time dependent students attending an accredited high school, technical school, college or university located in the United States or one of its possessions, are eligible for the Dental Benefit if you are an Employee of a contributing Employer and have had at least 12 months (52 weeks) of contributions paid on your behalf by one or more contributing Employers, or if you are a pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.
- Coverage is extended to you for yourself, your eligible spouse and eligible children, if you are an Employee who has been laid off for less than 6 months (26 weeks) provided you are registered with the Union's Employment Department as available for employment.

What is the Benefit?

This benefit enables you to obtain a full course of Dental Treatment once each year and upon completion, if necessary, emergency treatment in the same year, at the Fund's Dental Department, or, when available, at the facilities of the Fund's closed panel of participating Dentists, or at a Dental facility of your own choice. The cost of this treatment is paid for by the Fund up to the amount set forth in the "Schedule of Allowances and Limitations" found in Appendix III of the Trust Agreement. The Fund's Dental Department and the Fund's closed panel of participating Dentists, when available, will accept the allowance schedule as payment in full. If you use any other Dental facility you will have to pay any charges above the Schedule of Allowances.

The allowances for prosthodontics, bridges and crowns shown in the Fund's allowance schedule shall be paid by the Fund up to \$1,200.00 maximum per individual each calendar year. Therefore, if additional prosthodontics or bridges and crowns are required after the individual maximum has been reached they will not be covered and they must be paid for by you, even if you use the Fund's Dental Department or a facility of the Fund's closed panel of participating Dentists, when available.

What is excluded?

No payments are made:

- for which the patient incurs no dentist's charge;
- for cosmetic dentistry;
- for orthodontics;
- for more than one routine course of treatment per patient during each calendar year;
- for prosthetic replacement unless five (5) years have elapsed since the prior insertion;
- for replacement of lost dentures;
- for more than \$1,200.00 per individual per calendar year for prosthodontics or bridge and crown services.

In addition, the Fund has the right to examine any individual who has made a claim as often as it may reasonably require during the pendency of a claim. Further, all services not approved by the Fund's Peer Review Dentist will be your responsibility.

How Do You Apply For Dental Treatment?

To arrange an appointment at the Fund's Dental Department or to obtain more information about the Dental benefit and fee schedule, call the Dental Department at this number (718) 591-7800.

To arrange an appointment at a New York Metropolitan Area facility of the Fund's closed panel of participating Dentists, first question your Shop Steward or call the Fund Office at this number (718) 591-1100, or write to the Fund Office, to determine whether such

Dental facilities are currently available. If available, the Fund Office will issue you an eligibility card and information as to how and where you can make an appointment for Dental treatment.

How Do You File A Claim?

If you use the Fund's Dental Department, that Department will file a claim on your behalf. If, when available, you use a facility of the Fund's closed panel of participating Dentists that facility will file a claim on your behalf. If you use any other approved dental facility, then you must:

- obtain a Dental Benefit Request Form from your Shop Steward; or
- if you are a pensioned Employee, call the Fund Office or write to the Fund Office giving your name, address, social security number, patient's name and relation to you, and request that you be mailed a Dental Benefit Request Form.

The Dental Benefit Request Form contains instructions which you must follow for the proper completion and filing of your claim.

DIAGNOSTIC MEDICAL BENEFIT

How Does The Benefit Work?

The Diagnostic Medical Benefit provided by the Fund is available to eligible persons in two (2) different ways:

- (a) use the Medical Department of the Pension Committee, of the Joint Industry Board of the Electrical Industry located at:

Electric Industry Center
158-11 Jewel Avenue, Room 201
Flushing, New York 11365

- (b) use any Medical Doctor or Doctor of Osteopathy licensed and practicing in the United States or its possessions.

In addition, for anyone employed in New Jersey, from time to time, when arrangements can be made, Diagnostic Medical services are provided by one or more Medical facilities located in New Jersey. If you are an Employee of a contributing Employer located in New Jersey, question your Shop Steward. He or she can determine whether any such facility is available and then make arrangements for the diagnostic examination of eligible persons.

Eligible persons may avail themselves of one diagnostic medical examination per calendar year.

Who is Eligible?

- You are eligible for the Diagnostic Medical Benefit if you are an Employee of a contributing Employer and have had at least six months (26 weeks) of contributions paid on your behalf by one or more contributing Employers, or if you are a pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.
- Your legally married spouse and your unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if unmarried, full-time dependent students attending an accredited high school, technical school, college or university located in the United States or one of its possessions are eligible for the Diagnostic Medical Benefit if you are an Employee of a contributing Employer and have had at least 12 months (52 weeks) of contributions, paid on your behalf by one or more contributing Employers, or if you are a pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.

Coverage is extended to you, your eligible spouse and eligible children, if you are an Employee who has been laid off for less than six (6) months (26 weeks) provided you are registered with the Union's Employment Department as available for employment.

What Is The Benefit?

This benefit enables you to obtain, once each year, a comprehensive physical examination for diagnostic purposes only. If you obtain the benefit from the Joint Industry Board's Medical Department or, when available, you use a participating New Jersey Diagnostic Medical facility, there will be no charge to you. If you obtain the examination from any other Medical facility, the Fund will reimburse you up to the amounts set forth in Appendix IV of the Trust Agreement. This reimbursement is unassignable and non-transferable.

What is Excluded?

The Diagnostic Medical Benefit doesn't include:

- treatment; or
- more than one comprehensive physical examination per patient during each calendar year.

How Do You Apply For Diagnostic Medical Examination?

To arrange an appointment at the Medical Department in the Electric Industry Center or to obtain more information about the Diagnostic Medical Benefit, call: (718) 591-2017.

How Do You File A Claim?

If you use the Joint Industry Board's Medical Department, that Department will file a claim on your behalf. If, when available, you use a participating New Jersey Diagnostic Medical facility, that facility will file a claim on your behalf. If you use any other Medical facility, then you must:

- obtain a Health Benefit Request Form from your Shop Steward; or
- if you are a pensioned Employee, call the Fund Office or write to the Fund Office, giving your name, address, social security number, patient's name and relation to you, and request that you be mailed a Health Benefit Request Form.

OPTICAL BENEFIT

How Does the Benefit Work?

The Optical Benefit provided by the Fund is available to eligible persons in two (2) different ways:

(a) use of the Optical services (Optometrist and, if necessary Ophthalmologist for examination and Optician for eyeglasses) of the Medical Department, of the Pension Committee, Joint Industry Board of the Electrical Industry located at:

Electric Industry Center
158-11 Jewel Avenue, Room 201
Flushing, New York 11365

(b) use for an Eye Examination, any other Optometrist or Ophthalmologist, licensed and practicing in the United States or its possessions and, if necessary, purchase eyeglasses from any licensed facility operating in the United States or its possessions.

In addition, for anyone employed in New Jersey, from time to time, when arrangements can be made, Optical services are provided by Optical facilities (Optometrist or Ophthalmologist for examination and Optician for eyeglasses) located in New Jersey. If you are an Employee of a contributing Employer located in New Jersey, question your Shop Steward. He or she can determine whether such facilities are available and then make arrangements for eligible persons to obtain an eye examination and if necessary, eyeglasses.

Eligible persons may avail themselves of one eye examination and, if prescribed, one pair of eyeglasses per calendar year.

Who is Eligible?

- You are eligible for the Optical Benefit if you are an Employee of a Contributing Employer and have had at least 6 months (26 weeks) of contributions paid on your behalf by one or more contributing Employers or if you are a pensioned Employee receiving a Normal Retirement Pension or a Standard Pension or a Disability Pension.

- your legally married spouse and your unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if unmarried, full-time dependent students attending an accredited high school, technical school, college or university located in the United States or one of its possessions, are eligible for the Optical Benefit if you are an Employee of a contributing Employer and have had at least 12 months (52 weeks) of contributions, paid on your behalf by one or more contributing Employers, or if you are a pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.
- coverage is extended to you, your eligible spouse and eligible children, if you are an Employee who has been laid off for less than 6 months (26 weeks) provided you are registered with the Union's Employment Department as available for employment.

What Is The Benefit?

The benefit enables you to obtain an eye examination once each year by an Optometrist (O.D.) or an Ophthalmologist (M.D.) and, if prescribed, obtain one pair of eyeglasses once each year. If you obtain this benefit from the Joint Industry Board's Medical (Optical) Department, there will be no charge to you. If, when available, you use one of the New Jersey participating Optical facilities you will have to pay any charges above the amounts set forth in Appendix V of the Trust Agreement. If you obtain this benefit from any other Optical facilities, the Fund will reimburse you up to the amounts set forth in Appendix V of the Trust Agreement. This reimbursement is unassignable and non-transferable.

What is Excluded?

The Optical Benefit doesn't include:

- payment for an eye examination by an Optician; or
- treatment, (other than prescribing corrective glasses); or
- eyeglasses with tinted lenses, special frames or other cosmetic features; or
- contact lenses; or
- more than one eye examination and/or one pair of eyeglasses per patient during each calendar year.

How Do You Apply For Eye Examination?

To arrange for an appointment at the Optical Department in the Electric Industry Center or to obtain more information about the Optical Benefit, call: (718) 591-2017.

How Do You File A Claim?

If you use the Joint Industry Board's Medical (Optical) Department, that Department will file a claim on your behalf. If, when available, you use a participating New Jersey Optical facility, that facility will file a claim on your behalf. If you use any other Optical facility, then you must:

- obtain a Health Benefit Request Form from your Shop Steward; or
- if you are a pensioned Employee, call the Fund Office or write to the Fund Office giving your name, address, Social Security number, patient's name and relation to you, request that you be mailed a Health Benefit Request Form.

PRESCRIPTION BENEFIT

Effective January 1, 1988 this benefit is:

- (a) a mandatory Generic Drug* Reimbursement Program with
- (b) a \$3,000.00 annual maximum per prescription card

- * Generic Drug: the chemical name of the drug as opposed to the brand-name whose higher price includes research, development and advertising. You may obtain a brand name prescription drug if and when there is no generic equivalent available and upon paying the \$3.00 deductible.

When there is an equivalent generic drug product available for a brand name product, you can still get the brand name, but you will be responsible for paying the pharmacist the difference between the cost of that brand name drug and the cost of the generic equivalent, plus the \$3.00 deductible.

If you have a refillable brand name drug prescription written prior to January 1, 1988, you may wish to call your doctor and obtain a new prescription for the generic brand as you will be responsible, after that date, for the difference in cost as described above.

How Does The Benefit Work?

The Prescription Benefit provided by the Fund is available to eligible persons in three ways:

- (a) use the prescription services provided through participating pharmacies of National Prescription Administrators, Inc., (for up to thirty-four days supply or one hundred units whichever is greater) by presenting your plastic identification card with each prescription and a \$3.00 co-payment at any of the many participating pharmacies, who display a "NPA" decal; or
- (b) when it is necessary to purchase a prescription from a non-participating pharmacy, use a direct reimbursement claim form (obtained from the Fund Office) which must be completed by the Employee and pharmacist, then mailed to National Prescription Administrators, Inc., to enable reimbursement to be made to you; or

(c) with no co-payment charge per prescription, up to a three months supply of a maintenance prescription drug (other than a controlled substance) may be obtained by mail order from Nationwide Prescription Services, Inc., a licensed pharmacy, with whom the Fund has arranged such services, by use of a special identification card and prepaid envelope obtained from your Shop Steward or the Fund Office for this purpose. You mail your doctor's prescription form and the identification card in the pre-paid envelope and your prescription will be filled and mailed directly to your home along with the identification card and the prepaid envelope for future use.

Who Is Eligible?

- You are eligible for the Prescription Benefit, if you are an Employee of a contributing Employer and have had at least twelve (12) months (52 weeks) of contributions paid on your behalf by one or more contributing Employers, or if you are a pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.
- Your legally married spouse and your unmarried children from age six (6) months to their 19th birthday, or their 23rd birthday, if unmarried, full-time dependent students attending an accredited high school, college or university located in the United States or one of its possessions, are eligible for the Prescription Benefit if you are an Employee of a contributing Employer, and, have had at least 12 months (52 weeks) of contributions, paid on your behalf by one or more contributing Employers, or if you are a pensioned employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.
- Coverage is extended to you, your eligible spouse and eligible children, if you are an Employee who has been laid off for less than six months (26 weeks) provided you are registered with the Union's Employment Department as available for employment.

What Is The Benefit?

This benefit enables you to obtain drugs prescribed by your physician either by going to a participating pharmacy and paying a \$3.00 prescription charge or when necessary, by going to a non-participating pharmacy and applying for reimbursement up to an allowance fixed by National Prescription Administrators, Inc., through which the Fund has arranged for this benefit.

The following generic items are covered by the Prescription Benefit:

- (a) Federal Legend Drugs;
- (b) State Restricted Drugs;
- (c) Compounded prescriptions;
- (d) Insulin on prescription;
- (e) Injectibles; and
- (f) Federal Legend Oral Contraceptives.

What Is Excluded?

The following items are not covered by the Prescription Benefit:

- (a) brand name drugs unless there is no generic equivalent;
- (b) items lawfully obtainable without a prescription;
- (c) devices and appliances;
- (d) syringes and needles;
- (e) prescriptions obtained without charge under Federal, State or Local programs, to include Workers' Compensation;
- (f) any charge for the administration of a drug or insulin;
- (g) investigational or experimental drugs;
- (h) unauthorized refills;
- (i) immunization agents, biological sera, blood or plasma;
- (j) cosmetic drugs;
- (k) medication for an eligible person confined to a rest home, nursing sanitarium, extended care facility, hospital or similar entity;
- (l) any charge where the usual and customary charge is less than the deductible (\$3.00 co-payment); and
- (m) any charge above the usual and customary advertised or posted price, whichever, is less than the scheduled amount.

REST HOME BENEFIT

How Does the Benefit Work?

Convalescent facilities (consisting of motel-type efficiency units, composed of a living room/bedroom combination, plus kitchenette and bathroom) are currently provided at the Bayberry Land Rest Home, operated by the Pension Committee, Joint Industry Board of the Electrical Industry, located at Sebonac Neck on Peconic Bay in the Town of Southampton, Long Island, New York.

Eligible persons must utilize the Fund's facility in order to be covered under the Rest Home Benefit.

Who Is Eligible?

You are eligible for the Rest Home Benefit:

If you are an Employee of a contributing Employer and have had at least six months (26 weeks) of contributions paid on your behalf by one or more contributing Employers; or

- If you are a Pensioned Employee receiving a Normal Retirement Pension, a Standard Pension or a Disability Pension.

What Is The Benefit?

When you require convalescence after an illness in order to recuperate, and the Committee in its judgment determines that your convalescence is necessary, you (and your spouse, if married) may stay at the Bayberry Land Rest Home for up to two (2) weeks, at no cost to you. If more than two (2) weeks of convalescence is necessary, the Fund's Committee must approve an extension of this benefit.

In addition, if you are a Pensioned Employee, you (and your spouse, if married) may stay at the Bayberry Land Rest Home for up to two (2) weeks subject to availability and reservations, without regard to the need for your convalescence after illness.

What Is Excluded?

The Rest Home Doesn't Have:

- Professional nurses or physicians on staff;
- A dining room or meal service. You must purchase and prepare your own food or dine in town.

How Do You Apply For The Rest Home Benefit?

It is necessary that you:

- Call or write to the Fund Office;
- Give your name, address, phone number, union card number, social security number and the shop in which you are employed; also,
- Obtain and forward to the Fund Office, a statement from your physician describing your illness and need for convalescence.

Pensioned Employees' stays at Bayberry Land, other than for convalescence after illness, are scheduled by the Committee each year on a rotating basis.

SERIOUS INJURY BENEFIT

How Does the Benefit Work?

A Serious Injury Benefit payment is made to you when you are seriously injured on your job and are directly taken to a hospital and admitted to a bed.

An application, obtained from the Fund Office, must be completed, with a hospital statement indicating dates of admission and discharge attached, and returned to the Fund Office in order to establish your eligibility and enable benefit payment to be made to you.

Such benefit payment is made to you regardless of any other coverage you may have.

Who Is Eligible?

- You are eligible for the Serious Injury Benefit, if you are employed by a contributing Employer who makes contributions to the Fund on your behalf, provided you are seriously injured on the job or on an assignment at the direction of your Employer and are directly admitted to a hospital for that injury.

What Is The Benefit?

When you are seriously injured on the job and admitted to a bed in a hospital this Fund will pay you your straight time work week wages for up to ten weeks of hospitalization as defined in your Employer's collective bargaining agreement with the Union.

What Is Excluded?

Your wages will not be paid:

- For days other than standard work days (e.g. Saturday and Sunday); and
- For days on which you are not confined to a hospital.

How Do You File Claims?

It is necessary that you:

- Request an application for the Serious Injury Benefit from the Fund Office;
- Give your name, address, union card number, social security number and the shop in which you are employed.

For the proper filing of your claim, the application must be completed by you and be returned to the Fund Office along with a statement from the hospital indicating the dates of admission and discharge.

DEATH PREMIUM BENEFIT

How Does the Benefit Work?

When you became a member of Local 3, I.B.E.W., you also became a member of the Electrical Workers Death Benefit Society located at:

Electric Industry Center
158-11 Jewel Avenue
Flushing, New York 11365

Such membership provides you with a death benefit in the amount determined by the Board of Directors of the Electrical Workers Death Benefit Society.

In addition, if you have been designated an "A" charter member of the International Brotherhood of Electrical Workers (not a "BA" charter member) you also became a member of the Electrical Workers Benefit Association, located at:

International Brotherhood of Electrical Workers
1125 15th Street, N.W.
Washington, D.C. 20005

Such membership provides you with a death benefit in an amount as defined under the I.B.E.W. constitution.

The dollar amount or the face value of the certificate(s) issued to you by either of the above named organizations determines the premium amount that will be paid on your behalf by the Fund.

Death Benefit payments will be made to the beneficiary named on the certificate(s) in your possession. You should periodically examine your certificate(s) to see that the named beneficiary is as you intend; if not, contact the appropriate organization named above, in regard to changing your beneficiary.

Who Is Eligible?

You are eligible for the Death Premium Benefit, if you are employed by a contributing Employer who makes contributions to the Fund on your behalf and you have one or more of the following:

- A \$2,000 or a \$3,000 graduating certificate, or a \$1,000 or a \$1,500 graduating certificate because you were 55 years of age or over, permanent death benefit (and any supplemental death benefit) issued by the Electrical Workers Death Benefit Society; or
- A \$1,400 permanent death benefit certificate (and any supplemental death benefit) issued by the Electrical Workers Benefit Association, Washington D.C.

Coverage is extended to you if you have been laid off for less than six (6) months, provided you are registered with the Union's Employment Department as available for employment.

Coverage is also extended to you if you receive the Standard Pension or the Disability Pension Benefit.

What Is The Benefit?

This Fund will make premium payments to the Electrical Workers Benefit Association, Washington, D.C. /or the Electrical Workers Death Benefit Society as applicable in your case.

Is Excluded?

This Fund will not pay premiums to the Electrical Workers Benefit Association, Washington, D.C. or the Electrical Workers Death Benefit Society:

if you have been laid off for six months (26 weeks) or more even though you are registered

with the Union's Employment Department as available for employment; or

- if you are receiving a Normal Retirement Pension or Vested Pension.

How Do You Apply?

No application is necessary:

- Your employment in covered employment by a contributing Employer automatically established your entitlement for the Death Premium Benefit.

DUES PAYMENT BENEFIT

How Does The Benefit Work?

Your membership in Local 3, I.B.E.W., requires that you be designated either an "A" charter member or a "BA" charter member of the International Brotherhood of Electrical Workers. Such membership obligates you to pay dues or fees to one or more of the following: Local Union No. 3; International Brotherhood of Electrical Workers; Overage Fund; and Electrical Workers Death Benefit Society.

Those granted a Standard Pension, or Disability Pension are relieved from the payment of dues or fees otherwise required.

Who Is Eligible?

You are eligible for the Dues Payment Benefit:

- when you are granted a Standard Pension Benefit; or
- when you are granted a Disability Pension Benefit.

What Is The Benefit?

Beginning with the effective date of your Standard or Disability Pension, this Fund will make payments of dues and fees, otherwise required to be made by you, to one or more of the following:

- Local Union No. 3;
- International Brotherhood of Electrical Workers;
- Overage Fund; and
- Electrical Workers Death Benefit Society.

What Is Excluded?

This Fund will not pay any dues or fees for you;

- if your Standard Pension or your Disability Pension is rescinded;
- if you are granted a Normal Retirement Pension or
- if you are granted a Vested Pension.

How Do You Apply?

No application is necessary;

- The approval of your application for the Standard Pension or the Disability Pension automatically establishes your entitlement for the Dues Payment Benefit.

PENSION PREMIUM BENEFIT

How Does The Benefit Work?

Your membership in Local 3, I.B.E.W., requires that you be designated either an "A" charter member or a "BA" charter member of the International Brotherhood of Electrical Workers. If you have been designated an "A" charter member of the I.B.E.W., you also became a member of the I.B.E.W. Pension Benefit Fund located at:

International Brotherhood of Electrical Workers
1125 15th Street, N.W.
Washington, D.C. 20005

Such membership provides you with a Pension Benefit in an amount as defined under the I.B.E.W. constitution.

Pension premiums are paid to the I.B.E.W., for you, if you are an eligible Employee.

Who Is Eligible?

You are eligible for the Pension Premium Benefit, if you are employed by a contributing Employer, who makes contributions to the Fund on your behalf, provided:

- You are an "A" charter member of the I.B.E.W.

What Is The Benefit?

This Fund will make premium payments to the I.B.E.W. Pension Benefit Fund, for you, if you are eligible.

What Is Excluded?

This Fund will not pay premiums to the I.B.E.W. Pension Benefit Fund:

- if you voluntarily leave your covered employment with a contributing Employer and take a position in non-covered employment:
- if you have been laid off for six months (26 weeks) or more even though you are registered with the Union's Employment Department as available for employment: or
- if you are a "BA" charter member of the I.B.E.W.

How Do You Apply?

No application is necessary:

- Your employment in covered employment by a contributing Employer automatically establishes your entitlement for the Pension Premium Benefit.

SCHOLARSHIP BENEFIT

How Does The Benefit Work?

On or around October 1st of each year your Shop Steward will distribute to you the announcement and application form for the Scholarship Benefit to enable your child to enter the Annual Scholarship competition. Each application filed in the Fund Office is screened for eligibility. All eligible application forms are then forwarded to the Fund's Scholarship Director for judging and selection of two winners.

An annual stipend is mailed to each winner's school to be applied to the cost of tuition.

Who Is Eligible?

Your children are eligible to compete for the Scholarship Benefit:

- if you are an Employee of a contributing Employer and have had at least 60 months (258 weeks) contributions paid on your behalf by one or more contributing Employers during the six years immediately preceding the application to enter the competition; and
- if your children file their application to enter the competition within a year of graduating from High School.

What Is The Benefit?

The Scholarship Benefit provides up to \$8,000 to cover the cost of college tuition:

- for a four (4) to six (6) year period; and
- is limited to a student who will matriculate for a degree granted by an independent accredited degree-granting four (4) year college or university of the student's choice located in the tri-state area of New York, New Jersey and Connecticut.

What Is Excluded?

The Scholarship Benefit is not available to your children:

- if you voluntarily leave your covered employment with a contributing Employer and take a position in noncovered employment;
- if your children at the time of filing application are not within a year of graduating from High School; or

- if your children decide to attend a school other than an independent accredited degree-granting four year college or university located in the tri-state area of New York, New Jersey and Connecticut.

How Do You Apply?

It is necessary that you:

- obtain from your Shop Steward, on or after October 1st of any year, an application form;
- have your child return this completed application to the Fund Office no later than the date indicated on such form;
- have your child complete all admission requirements of the school for which admission is being considered; and
- complete the College Entrance Examination Board examination (test fees must be paid by applicant) on or before the date indicated on the application form.

PENSION BENEFITS

The Employees Security Fund of the Electrical Products Industries maintains a Pension Trust Fund which provides pension benefits to eligible retirees. This Plan known by its present name since July 1, 1984, is the result of the merger on April 1, 1984 of the Employees Retirement Fund of the Illumination Products Industry (est. 1944) and the Employees Security Fund of the Electrical Wholesalers Industry (est. 1945) into the Employees Retirement Fund of the Electrical Manufacturing Industry (est. 1944). The Plan complies with the Employee Retirement Income Security Act of 1974, as amended (ERISA) and is a qualified plan as described in section 401(a) of the Internal Revenue Code.

What follows is a summary description of the eligibility requirements and benefits available to participants and their survivors.

How Do You Become A Participant In This Plan?

You become a Participant in this Plan:

- if you work for an Employer who, as a result of a collective bargaining agreement with Local Union No.3, I.B.E.W., AFL-CIO, is required to make contributions on your behalf;
- if you are an Employee of Local Union No. 3, for whom contributions to this Fund are required;
- if you are a Resident Manager of the First, Second, Third, Fourth or Fifth Housing Company, Inc., for whom contributions to this Fund are required;
- if you are an Administrative Employee of the Combined Pension Funds Account, for whom contributions to this Fund are required.

When Do You Become A Participant?

You become a Participant in this Plan after working one hour of service. An hour of service is each hour for which you are paid or entitled to be paid, including back pay. This includes Disability and Workers' Compensation but not any time covered under Unemployment Compensation.

How Does Your Working time Count?

Your eligibility for a pension and the amount of your benefit is based on the years of Vesting Service you have accumulated and the Pension Credits you have earned. You accumulate Vesting Service and Pension Credits for time you have worked, as long as you are covered by this Plan.

--NOTICE OF BENEFIT CHANGES--

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The Committee of this Fund has acted to make certain Pension Benefit changes which will become effective October 1, 1989, as follows:

PENSION BENEFITS

1. A 5% increase shall be granted to all Pensioners and Beneficiaries on the rolls prior to October 1, 1989.
2. All Standard Pension and Disability Pensions approved on or after October 1, 1989 shall be in the monthly amount of \$200.00 plus \$10.00 per month for each Pension Credit in excess of 20.
3. All Normal Retirement Pensions and Vested Pensions for Employees who separate from covered employment on or after October 1, 1989, shall be \$10.00 multiplied by the number of the Participant's Pension Credits.
4. In all calculations the Husband-and-Wife reduction factors and the Partial Pension Credits reduction factors shall be applied where applicable.

How Are Pension Credits Accumulated?

For each calendar year starting with 1976 in which you work 1500 or more hours, you earn one (1) Pension Credit. If you work less than 1500 hours but at least 1000 hours you will earn partial Pension Credits. No Pension Credits are earned for any year in which you work less than 1000 hours. The chart below illustrates this rule:

Hours of Service	Pension Credits
less than 1,000	0
1,000 - 1,199	3/5
1,200 - 1,499	4/5
1,500 or more	1

Your working time during calendar years before 1976 (1975 and earlier) earns Pension Credits in a different way. In the calendar years before 1976 you earn one (1) Pension Credit if contributions were made on your behalf by your Employer for a certain number of months during the year. The number of months of contributions needed to earn a Pension Credit is different depending upon the Pension Fund in which you were a Participant and the years in which you worked. The chart below illustrates these rules:

<u>Name of Pension Plan</u>	<u>Time you First Became a Participant</u>	<u>Contributions Needed to earn one Pension Credit in any year before 1976</u>
"E" Fund	before 9/1/67	9 months
	9/1/67 to 12/31/75	10 months
"F" Fund	all years before 1976	10 months
"S" Fund	before 1/15/65	9 months
	1/15/65 to 12/31/75	10 months

"E" Fund = Employees Retirement Fund of the Electrical Manufacturing Industry.

"F" Fund = Employees Retirement Fund of the Illumination Products Industry.

"S" Fund = Employees Security Fund of the Electrical Wholesalers Industry.

If you became a participant of the Employees Security Fund of the Electrical Products Industries on or after April 1, 1984, and you had participation in any one of the three (3) Funds prior to January 1, 1976, your Pension Credits will be calculated as if you had been a participant in the "E" Fund.

How Are Vesting Credits Accumulated?

You earn one year of Vesting Service for each calendar year in which you work at least 1,000 hours. You earn a nonforfeitable right to a Vested Pension after you have earned ten (10) years of Vesting Service.

If you work for a contributing Employer in a position not covered by this Plan after December 31, 1975, and then move into a position of covered employment with the same Employer, the noncovered hours will be counted toward Vesting Service. The reverse is also true. If you work in covered employment and then move into a noncovered position with the same Employer, you can get Vesting Credit for work in the noncovered position after December 31, 1975.

You are not eligible to earn Vesting Service for years before 1976 if you did not work at least 501 hours in 1975 or you did not work at least 1,000 hours in any year after 1975 before a permanent Break-in-Service has occurred as described below.

You are not eligible for Vesting Service for years before 1971 unless, you accumulated at least three (3) years of Vesting Service after 1970.

Can You Lose Pension Credit and Vesting Service?

Yes, if you have a permanent Break-in-Service before you have earned at least ten (10) years of Vesting Service. A Permanent Break-in-Service occurred if you had a number of consecutive One-Year Breaks-in-Service which were equal to or greater than your years of Vesting Service. Beginning on January 1, 1987 you cannot have a Permanent Break-in-Service unless your number of consecutive One-Year Breaks-in-Service is at least five or is at least equal to your years of Vesting Service, whichever is greater.

A One-Year Break-in-Service occurred when, in any calendar year beginning with 1976, you worked less than 500 hours. If you work more than 500 hours in the two calendar years before you suffer a One-Year Break-in-Service, then your One-Year Break-in-Service is treated as a Temporary Break-in-Service. You will not lose your Vesting Service for years before any Temporary Break-in-Service. Here are some examples which illustrate this rule:

Example A: Brian worked over 1000 hours in 1984 and 1985. In 1986 he worked only 400 hours. In 1987 he worked over 1000 hours. Brian has three (3) years Vesting Service. In 1986 he suffered a One-Year Break-in Service, but he worked more than 500 hours in 1987, so he does not lose the Vesting Service he earned in 1984 and 1985.

Example B: Glenn worked 1000 hours in 1977, 1978, 1979 and 1980. However, he left his job and did not work as a Participant in 1981, 1982, 1983 and 1984. If Glenn returns and again works 1000 hours in 1985 he has one year of Vesting Service. At the end of 1980 he had earned four (4) years of Vesting Service, but he then had four (4) consecutive One-Year Breaks-in-Service and so a permanent Break-in-Service occurred. If Glenn returns to work now he becomes a new Participant and begins earning Vesting Service all over again.

Example C: Jerry earned four (4) years of Vesting Service in 1980, 1981, 1982 and 1983. He then worked less than 500 hours in 1984, 1985, 1986 and 1987. In 1988 Jerry works 600 hours. Jerry has four (4) Years of Vesting Service. However, under the rules in effect as of January 1, 1987, Jerry does not lose his Years of Vesting Service because even though the number of his consecutive One-Year Breaks-in-Service are equal to the number of his Years of Vesting Service they are still less than five (5). Since Jerry works more than 500 hours in 1988 he keeps his four years of Vesting Service. Jerry does not earn a fifth year of Vesting Service in 1988 because he worked less than 1000 hours in that year.

How Does Military Service Affect Your Vesting Service or Pension Credits?

If you leave covered employment for up to five (5) years to enter active service in any branch of the United States Armed Forces, it will not be counted as a Break-in-Service, if you return to covered employment within 90 days after leaving military service. The years you spend in military service, for up to five (5) years, will count as years of Vesting Service.

How Does Maternity, or Paternity Leave, Affect Your Vesting Service?

Before January 1, 1987, you only earn Vesting Service for hours you actually work or for your time in military service. Starting in 1987 you will also be credited, with hours for Vesting Service purposes only, if you are absent from work by reason of pregnancy, birth, adoption placement or for purposes of caring for the newly born or adopted child in the period immediately following birth or placement. You will be credited with the hours of service you would have worked, (or eight (8) hours per day if the former can't be determined,) up to 501 hours in each calendar year so that a One Year Break-in-Service does not occur. The hours credited to you for maternity or paternity leave can only be used to avoid a Break-in-Service. They cannot be used to earn Pension Credits or years of Vesting Service.

How Does Vacation, Sickness, Disability or Workers Compensation Affect Your Vesting Service?

Starting in January 1987 an employee will be credited for hours of service for which he would have been paid, or entitled to payment by the Employer for reasons (such as vacation, sickness, disability or workers compensation) other than for the performance of duties. The total amount of time credited to an Employee for periods in which the non-performance of duties occur will be up to but not more than a maximum of 501 hours

in any one year.

WHEN YOU ARE ELIGIBLE, WHAT TYPES OF BENEFITS WILL YOU RECEIVE?

There are four types of pensions provided under this Plan:

- Normal Retirement Pension;
- Standard Pension;
- Vested Pension; and
- Disability Pension.

Each pension amount varies according to when you become eligible. Be careful to read the section that applies to you.

NORMAL RETIREMENT PENSION

When Are You Eligible For A Normal Retirement Pension?

You are eligible for a Normal Retirement Pension when you reach Normal Retirement Age. Normal Retirement Age means:

- age 65, or, if later, your age on the tenth (10th) anniversary of the day your participation started.

What Is The Amount Of The Normal Retirement Pension?

Your Normal Retirement Pension Benefit is based upon the date on which you retire and the number of Pension Credits you have earned. Pension benefits are paid monthly. The chart below shows the monthly benefits including the increase that went into effect on 1/1/87 effecting all current and future pensions.

<u>Date Of Retirement</u>	<u>For Each Pension Credit up to 20</u>	<u>For Each Pension Credit over 20</u>
1/1/87 or later	8.00	8.00
1/1/85 to 12/31/86*	8.00	7.00
1/1/81 to 12/31/84*	8.00	4.00
Before 1/1/81**		

*This reflects an increase of \$.50 for all credits up to 20 and \$1.00 for each credit over 20.

**As of 1/1/87 Normal Retirement Pensions commencing prior to 1/1/81 were increased by \$1.00 for each Pension Credit earned.

For example: Sal reached age 65 with 19 Pension Credits and retired on 2/1/85. His monthly benefit was \$142.50. (\$7.50 times 19 Pension Credits). As of 1/1/87 his monthly payment was increased to \$152.00. (\$8.00 times 19 Pension Credits).

STANDARD PENSION

When Are You Eligible For A Standard Pension?

To become eligible to retire on a Standard Pension on or after April 1, 1984 you must:

- Reach age 60 in covered employment, or reach age 58 provided you were a participant of the Employees Security Fund of the Electrical Wholesalers Industry before April 1, 1984, and
- have at least 20 Pension Credits, and
- have at least 200 months of contributions on your behalf in the last 20 years.

If you applied for a Standard Pension before April 1, 1984 the eligibility rules may have been different. A statement of eligibility rules may be obtained from the Fund Office.

What Is The Amount Of A Standard Pension?

The amount of the Standard Pension varies according to when your pension is approved. The Standard Pension Benefit consists of a minimum monthly amount for all Pension Credits up to 20 and an additional amount for each Pension Credit above 20. The chart below shows the current monthly benefits including the increase that went into effect on 1/1/87 effecting all current and future pensions.

<u>Date Your Pension was Approved</u>	<u>Basic Monthly Payment</u>	<u>Additional Monthly Pay't for each Pension Credit over 20</u>
1/1/87 or later	\$160.00	\$8.00
1/1/85 to 12/31/86*	160.00	7.00
1/1/81 to 12/31/84*	160.00	4.00
Before 1/1/81**		

*This reflects an increase of \$10.00 in the basic monthly payment and the \$1.00 increase for each Pension Credit over 20.

**Effective 1/1/87 Standard Pensions commencing prior to 1/1/81 were increased by \$1.00 for each Pension Credit earned.

As an example of how the Standard Pension works, George's application was approved on May 1, 1986 and he had 28 Pension Credits. His monthly payment was \$198.00, \$150.00 plus \$48.00 (\$6.00 times 8 Pension Credits). On 1/1/87 his monthly payment was increased to \$216.00, \$160.00 plus \$56.00 (\$7.00 times 8 Pension Credits).

VESTED PENSION

When Are You Eligible For A Vested Pension?

You are eligible for a Vested Pension when:

- you reach age 65 and have at least 10 years of Vesting Service; or

- you reach age 58 and have 20 or more Pension Credits provided you were a Participant of the Employees Security Fund of the Electrical Wholesalers Industry before April 1, 1984.

If you choose to receive benefit payments before reaching age 65, the amount of your monthly payment will be less than the monthly payment you would have received if you retired after reaching age 65. The amount of your monthly payment will be the benefit you would have received if you had reached age 65 multiplied by a reduction factor based on your age at retirement. The table of reduction factors may be found in Table 1 below:

Table 1

<u>Age at Retirement</u>	<u>Reduction Factor</u>
64	93.33%
63	86.67
62	80.00
61	73.33
60	66.67
59	63.33*
58	60.00*

*For former Participants of the Employees Security Fund of the Electrical Wholesalers Industry.

What Is The Amount Of The Vested Pension?

This benefit is paid monthly in an amount determined as of the date you last left covered employment. The chart below illustrates how the calculation is made.

<u>Date You Last Left Covered Employment</u>	<u>Monthly Payment For Each Pension Credit</u>
1/1/87 or later	\$8.00 times number of Participant's Pension Credits
1/1/85 to 12/31/86	\$7.50 up to 20 and \$6.00 over 20
1/1/81 to 12/31/84	\$7.50 up to 20 and \$3.00 over 20
12/1/76 to 12/31/80	\$4.56 up to a maximum of \$152.00
Before 12/1/76	\$3.00 up to a maximum of \$100.00

DISABILITY PENSION

When Are You Eligible For A Disability Pension?

You are considered disabled if, in the judgment of the Trustees, you are no longer employable in the Electrical Industry, or any other line of business.

To become eligible to receive a Disability Pension on or after April 1, 1984, you must:

- have at least 20 Pension Credits.
- have 200 months of contributions to the Fund on your behalf in the last 20 years, and

- be permanently disabled as defined above, and
- be ineligible for a Standard Pension.

What Is The Amount Of Your Disability Pension?

The amount of the Disability Pension is the same as for the Standard Pension.

Your Disability Pension will continue for life, provided you remain permanently incapacitated or disabled.

WILL YOUR SOCIAL SECURITY BE AFFECTED BY THE PENSION BENEFITS?

No, Social Security is separate. Your Pension Plan benefits are not affected by Social Security.

HOW ARE YOUR SURVIVORS PROTECTED?

The Plan provides several types of protection for your survivors. If you retire, there are two (2) options available:

- Husband-and-Wife Pension; or
- 36 Month Minimum Guarantee.

Husband-and-Wife-Pension

A lifetime benefit is provided both you and your surviving spouse under this option. You elect to have your benefit reduced during your lifetime. In return, upon your death 50% of the benefit amount you were receiving will be paid to your spouse for life. The amount by which your benefit is reduced, to provide payment to your spouse, depends on your age and your spouse's age on the effective date of your Pension.

The Husband-and-Wife Pension is paid automatically unless you are not married or you and your spouse reject it by giving written notice to the Fund Office. If you decide you do not want your Pension in the form of a Husband-and-Wife Pension, you and your spouse must reject this option before Pension payments begin, or within ninety (90) days after you have been given a general description or explanation of the Husband-and-Wife option, (as opposed to the single-life Pension), by the Committee. In addition, eligibility for a Husband-and-Wife Pension requires a Participant to be married when the Pension Payments begin, and requires the Participant to be married for at least one full year before the Participant's death.

If your spouse dies, or you get divorced, before pension payments begin, the pension is then paid in the single-life, unadjusted amount.

When a Pension, granted before 1/1/87, begins payment in the Husband-and-Wife form it cannot be changed even if there is a death or divorce. However, such form of Pension, granted on or after January 1, 1987 will include a "Pop-Up" feature. This feature will increase the amount of the Husband-and-Wife Pension (to the Single-Life amount) whenever the Spouse predeceases the Pensioner provided such occurrence is properly reported to the Fund Office.

The Husband-and-Wife Pension applies to a Disability Pensioner who begins receiving pension payment on or after January 1, 1985.

The percentage by which your Husband-and-Wife Pension is reduced from the full, single-life pension may be found in the following tables:

TABLE II

HUSBAND-AND-WIFE PENSION

Percentage of Pension Payable to Employee with 50% of Reduced Pension Payable to Spouse

(Not Applicable for Disability Pensions)

<u>Age of Spouse in Relation to Age of Employee</u>	<u>Percentage</u>	<u>Age of Spouse in Relation to Age of Employee</u>	<u>Percentage</u>
20 years younger	81.0%	1 years older	89.4%
19 years younger	81.4	2 years older	89.8
18 years younger	81.8	3 years older	90.2
17 years younger	82.2	4 years older	90.6
16 years younger	82.6	5 years older	91.0
15 years younger	83.0	6 years older	91.4
14 years younger	83.4	7 years older	91.8
13 years younger	83.8	8 years older	92.2
12 years younger	84.2	9 years older	92.6
11 years younger	84.6	10 years older	93.0
10 years younger	85.0	11 years older	93.4
9 years younger	85.4	12 years older	93.8
8 years younger	85.8	13 years older	94.2
7 years younger	86.2	14 years older	94.6
6 years younger	86.6	15 years older	95.0
5 years younger	87.0	16 years older	95.4
4 years younger	87.4	17 years older	95.8
3 years younger	87.8	18 years older	96.2
2 years younger	88.2	19 years older	96.6
1 year younger	88.6	20 years older	97.0
Same	89.0		

TABLE III

HUSBAND-AND-WIFE PENSION

Percentage of Pension Payable to Employee
with 50% of Reduced Pension Payable to Spouse

(Applicable for Disability Pension Only)

<u>Age of Spouse in Relation to Age of Employee</u>	<u>Percentage</u>	<u>Age of Spouse in Relation to Age of Employee</u>	<u>Percentage</u>
20 years younger	71.0%	1 year older	79.4%
19 years younger	71.4	2 years older	79.8
18 years younger	71.8	3 years older	80.2
17 years younger	72.2	4 years older	80.6
16 years younger	72.6	5 years older	81.0
15 years younger	73.0	6 years older	81.4
14 years younger	73.4	7 years older	81.8
13 years younger	73.8	8 years older	82.2
12 years younger	74.2	9 years older	82.6
11 years younger	74.6	10 years older	83.0
10 years younger	75.0	11 years older	83.4
9 years younger	75.4	12 years older	83.8
8 years younger	75.8	13 years older	84.2
7 years younger	76.2	14 years older	84.6
6 years younger	76.6	15 years older	85.0
5 years younger	77.0	16 years older	85.4
4 years younger	77.4	17 years older	85.8
3 years younger	77.8	18 years older	86.2
2 years younger	78.2	19 years older	86.6
1 year younger	78.6	20 years older	87.0
Same	79.0		

36 Month Guarantee

If you, as a Pensioner receiving the full, single life, unadjusted pension amount, die before receiving 36 monthly payments, then your beneficiary will continue to receive payments until a total of 36 monthly payments have been made. If you have already received at least 36 payments before the time of your death, there will be no further payments to your beneficiary. The 36 month guarantee is not available to participants receiving a Vested Pension.

You (if you are single) or you and your spouse (if you are married) can name any one as beneficiary by filing a written form at the Fund Office. You or you and your spouse, as applicable, can change the beneficiary at any time by filing a new form.

Pre-Retirement Death Benefit

If you are married and die before you retire but after you are eligible for a Normal Retirement Pension, a Standard Pension or a Vested Pension, a Pension benefit will be paid to your surviving spouse, unless you and your spouse gave written notice to the contrary to the Plan at any time before your death. Your surviving spouse may elect to receive either a total of monthly pension payments at the full single life, unadjusted amount, or the survivor's lifetime annuity under the Husband-and-Wife Option. These payments will begin shortly after your surviving spouse applies for this benefit.

Effective August 23, 1984, if you die after earning at least ten years of Vesting Service, but before reaching the minimum retirement age and are survived by a spouse, your surviving spouse will be eligible to receive the pension benefit which would have been available had you stopped working on your date of death, lived to reach the minimum retirement age, retired at the minimum age having elected to receive a Husband-and-Wife Pension and then died. Your spouse may not begin to receive benefits until the first day of the month following the month in which you would have reached the minimum retirement age.

HOW DO YOU APPLY FOR A PENSION?

You must obtain an application form from the Fund Office. For your pension to become payable, your completed application must then be approved by the Committee of this Fund at a regularly scheduled meeting.

You should come to the Fund Office at least ninety (90) days before your retirement date. At such time you will again be advised of the Pension options available to you and how your choice will affect the pension you will receive. You will be given assistance to complete your application form. Such early filing will help in the processing of your application and the payment of your benefits.

WHEN DO PENSION PAYMENTS BEGIN?

If all the requirements of the Pension Plan have been met, your pension will become effective on the first day of the month following either the date you last work or the date your application is filed in the Fund Office, whichever occurs last. (Pre-retirement death benefit payments to your Surviving Spouse may begin no sooner than the date on which you would have been eligible to receive your pension.)

WHAT IF YOU RETURN TO WORK AFTER YOU RETIRE?

If you return to work in the Electrical Industry anywhere in the geographic area under the jurisdiction of the collective bargaining agreement or any other area covered by the Plan when you retired, (e.g., the Tri-State area of New York, New Jersey, and Connecticut) your benefit will be suspended for each calendar month that your work. This is called "disqualifying employment". The suspensions are different depending on whether you have reached Normal Retirement Age.

(a) Before Normal Retirement Age:

- (i) the monthly benefit shall be suspended for any month in which you return to work in disqualifying employment.
- (ii) in addition, the monthly benefits shall be suspended for the 6 consecutive months after any consecutive period of one or more months during which you return to disqualifying employment.

(iii) if you misrepresented to the Plan with respect to disqualifying employment, the monthly benefit shall be suspended for an additional period of six (6) months. The Trustees may, for good cause, waive either or both of these additional periods of suspension.

(b) After Normal Retirement Age:

(i) The monthly benefit shall be suspended for any month in which you worked or are paid for 40 hours or more in disqualifying employment.

If you return to covered employment and complete a year of Vesting Service, your retirement benefit will be recomputed. Your new benefit will be based on additional Pension Credits and your age upon subsequent retirement, reduced by the number of months for which you already received benefits.

You will be able to work in any other industry without affecting your pension. You are required to report any employment which would affect your pension to the Fund Office within 21 days after you begin working.

(i) The monthly benefit shall be suspended for any month in which you worked or are paid for 40 hours or more in disqualifying employment.

If you return to covered employment and complete a year of Vesting Service, your retirement benefit will be recomputed. Your new benefit will be based on additional Pension Credits and your age upon subsequent retirement, reduced by the number of months for which you already received benefits.

You will be able to work in any other industry without affecting your pension. You are required to report any employment which would affect your pension to the Fund Office within 21 days after you begin working.

YOUR RIGHTS

The Employee Retirement Income Security Act of 1974 (ERISA) provides that you be given certain legal and financial information about the Employees Security Fund of the Electrical Products Industries as well as an outline of your rights as a Participant.

What follows is the information required by ERISA.

CLAIM REVIEW PROCEDURE

Welfare Benefits

The Fund's Committee will give you an application form which you must fill out accurately and completely. If your claim is denied in whole or in part, you will receive written notice clearly stating the reasons for the denial. You may obtain a full and fair review of the denial by writing a letter to the Fund's Committee asking for a review and stating the reasons why you believe the denial of your claim is wrong. This letter must be received by the Committee no later than 20 days after the date on which the Committee mailed the letter denying your claim. The Committee will review its denial decision and will send written notice of its review decision to you.

Pension Benefits

You (or your authorized representative) simply file a written appeal with the Fund Office no later than 180 days after you receive the notice of denial.

If you have not received a decision on a claim for benefits within 90 days, you may request a review of your claim. There are special circumstances under which you may not be notified of a decision until 180 days after application, but to protect your rights, you should contact the Fund Office if you have not heard anything for 90 days. Also, you have a right to review pertinent documents, and to submit comments in writing.

The Committee will decide the appeal within 120 days after it is filed. The decision will be in writing and will include the specific basis for the decision and specific references to the Plan provisions on which the decision was based. The decision of the Committee will be final and binding on all concerned.

OTHER INFORMATION ABOUT YOUR WELFARE BENEFITS

This Plan covers hospitalization and other welfare benefits as described herein. A Joint Pension Committee, consisting of Union Trustees and Employer Trustees, is the Administrator of the Plan. The Committee has been designated as the agent for the service of legal process. Service of legal process may also be made upon a member of the Committee or upon Hyman Greenblatt, Executive Secretary, at the following address:

Employees Security Fund of the
Electrical Products Industries
158-11 Jewel Avenue
Flushing, New York 11365

All contributions to this Plan are made by Employers. Weekly contributions to the Employees Security Fund of the Electrical Products Industries are an amount equal to 7% (or such other percent as may be set forth in individual collective bargaining agreements) of the weekly wages of each Employee in the bargaining unit of the collective bargaining agreements between the Employers and Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO. 42% of these contributions are currently reserved for payment of the welfare benefits.

Participants and beneficiaries may receive from the Joint Pension Committee, upon written request, information as to whether a particular Employer or Employee organization is a sponsor of the Plan and if so, the sponsor's address.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreement and the Trust Agreement and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

The Fund's assets and reserves are invested in U.S. Government and Agency obligations, corporate bonds, a Housing Investment Trust and interest bearing accounts in banks and savings and loan association.

The Employer Identification Number (EIN) is 116169793 and the Plan Number is 501. The Plan operates on a fiscal year ending December 31.

OTHER INFORMATION ABOUT YOUR PENSION PLAN

The following additional information concerning your Pension Plan is being provided to you in accordance with government regulations. This Plan is a defined benefit Plan. A Joint Pension Committee, consisting of Union Trustees and Employer Trustees, is administrator of the Plan. The Committee has been designated as the agent for the service of legal process. Service of legal process may also be made upon a member of the Committee or upon Hyman Greenblatt, Executive Secretary, at the address shown above in the Welfare Benefits information.

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with the Union. The collective bargaining agreements require contributions to the Plan at fixed percentages of weekly wages.

The Fund Office will provide you, upon written request, with information as to whether a particular Employer is contributing to this Plan on behalf of Employees working under the collective bargaining agreement.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreement and the Trust Agreement and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

The Fund's assets and reserves are invested in U.S. Government and Agency obligations, corporate bonds, a Housing Investment Trust, Insurance Company Guaranteed Interest Contracts and interest bearing accounts in banks and savings and loan association.

You may not assign, sell, dispose or transfer any pension benefits to which you are now or may become entitled to receive. If you do so, your actions will have no effect. There is one exception to this rule. As of January 1, 1985 a court order requiring you to make alimony, support, maintenance or equitable distribution payments to your spouse, former spouse, children or other dependents may also require that the Pension Plan pay all or part of your benefits to one or more of the "alternate payees". If the Plan is served with such an order you will be given notice both that the Plan has been served and whether the Plan will comply with the order.

The Pension Plan can be amended at any time or merged with another plan. However, no such amendment or merger may have the effect of reducing the benefits in which you have become vested.

The Employer Identification Number (EIN) is 11-6169793 and the Plan Number is 001. The Plan operates on a fiscal year ending December 31.

ERISA RIGHTS

Some basic rights were included in the Employee Retirement Income Security Act of 1974 (ERISA). These rights apply to most pension plans, including yours. According to law, you are entitled to:

- Examine, without charge, at the Fund Office, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and descriptions of the Plan. (If it is not practical to consult these documents at the Fund Office, arrangements will be made for examination at a Union Office or, if necessary at the Employer's Office.)
- Obtain copies of all Plan documents and other Plan information upon written request to the Fund Office. The Fund may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Trustees are required to furnish every Participant with a copy.

- Get a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65 or, if later, ten years after you became a Participant in the Plan) and, if so, what your benefits would be at Normal Retirement Age if you stopped working under the Plan now.

If you do not have a right to a Pension, the statement will tell you how many more years you have to work to obtain a right and an answer is not required to be given more than once a year. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able, on the basis of available records.

The Committee and anyone else with responsibility for managing or operating the Plan have certain obligations under the law. These "fiduciaries" must operate the Plan prudently and in the interests of you and other Plan Participants and Beneficiaries. You have a right to get your benefits under the provisions of the Plan and to exercise your rights under the Plan and under ERISA. No one, whether Employer, Union or anyone else, can discriminate against you because you pursue your rights.

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

If you have questions about the Plan, or your rights, or this statement, please contact the Fund Office. You may also direct any such questions to the nearest Area Office of the U.S. Labor-Management-Services Administration Department of Labor.

PENSION GUARANTEES AND PLAN TERMINATION

The Pension Plan can be terminated, in whole or in part by the Trustees. Your rights to receive benefits earned as of the date of termination are guaranteed to the extent that the Plan is funded and to the extent that they are insured by the Pension Benefit Guarantee Corporation. This benefit guarantee may be the same or less than the benefit you would have received had the Plan not been terminated.

Certain benefits to which you are entitled under the Pension Plan are insured by the U.S. Government's Pension Benefit Guaranty Corporation (PBGC). That agency automatically guarantees that benefits will be paid if, for some reason, the Plan does not have enough money to do so. This guarantee applies whether or not the Plan terminates.

Generally, PBGC guarantees a portion of most vested normal retirement age benefits, early retirement benefits, and certain survivor's pension. The amount of your pension that is guaranteed depends on your years of service and the level of your monthly benefit under the Plan. A benefit increase is guaranteed only after it has been in effect for five years. The PBGC guarantee may be higher for people who retired before August, 1980.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator (Fund Office) or the PBGC. Inquiries to the PBGC should be addressed to the Public Affairs Director, PBGC, 2020 K Street, N.W., Washington, D.C., 20006. The PBGC's Public Affairs Director may also be reached by calling (202) 254-4830.

JOINT PENSION COMMITTEE

Employer Trustees

Union Trustees

Mitchell Berken
President
Kennedy Elec. Supply Co.
221-18 Merrick Blvd.
Jamaica, N.Y. 11413

Albert Bauer
Shop Steward
Lightolier/Edison
Edison, N.J. 08817

Leon Conn
President
Neo Ray Products
537 Johnson Avenue
Brooklyn, N.Y. 11237

Salvatore Cannistraci
Business Representative
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

George A. Franklin
Consultant
Automatic Switch Co.
Hanover Road
Florham Park, N.J. 07932

Joseph D. Corroccoli
Shop Steward
Puritan Ltg. Fix. Co., Inc.
51-19 Queens Blvd.
Woodside, N.Y. 11377

Eric Gingold
President
City Elec. Dist. Inc.
510 West 34th Street
New York N.Y. 10001

Theapolis Counts
Shop Steward
Anixter Brothers
8 Saw Mill River Rd.
Hawthorne, N.Y. 10532

Edward L. Gluck
Consultant
McPhilben Lighting Co.
270 L.I. Expressway
Melville, L.I. 11746

Felix Crespo
Business Representative
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

Paul J. Hillstrom
President
Holt Elec. Dist. Corp.
541 West 34th Street
New York, N.Y. 10007

Mary Crummie
Shop Steward
Weksler Instrument Corp.
80 Mill Road
Freeport, N.Y. 11520

Kermit Hoffman
Secretary-Treasurer
G.A.L. Mfg. Corp.
50 East 153rd Street
Bronx, N.Y. 10451

John Eberhardt
Shop Steward
American Swbd. Co.
4338 Bullard Avenue
Bronx, N.Y. 10466

John H. Kliegl, II
President
Kliegl Brothers, Inc.
5 Aerial Way
Syosset, N.Y. 11791

Dennis McSpedon
President
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

Harvey Kram
Group V.P. of Operations
Leviton Mfg. Co., Inc
59-25 Little Neck Pkwy
Little Neck, N.Y. 11362

Raymond Melville
Business Representative
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

Harvey Lifton
President
L.B. Elec'l. Supply Co.
5202 New Utrecht Avenue
Brooklyn, N.Y. 11219

Louis Stein
Ass't. Bus. Mgr.
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

Vincent J. Malatesta
V.P. Human Resources
O-Z/Gedney Company
Terryville, Conn. 06786

Thomas Van Arsdale
Business Manager
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

David W. Swindells
Dir. Indust'l Relations
Bairnco Corporation
Pan Am Building
200 Park Avenue
New York, N.Y. 10166

Lance Van Arsdale, Jr.
Business Representative
Local #3, I.B.E.W.
158-11 Jewel Avenue
Flushing, N.Y. 11365

Employer Alternates

Union Alternates

Sheldon Bellovin
Vice President
Legion Ltg. Co., Inc.
221 Glenmore Avenue
Brooklyn, N.Y. 11206

Morris Camhi
Shop Steward
Edison/Price, Inc.
409 East 60th Street
New York, N.Y. 10022

V.L. Carbonaro
Vice President
Leviton Mfg. Co. Inc.
59-24 Little Neck Pkwy
Little Neck, N.Y. 11362

Josephine Monclova
Shop Steward
Leviton Mfg. Co., Inc.
236 Greenpoint Avenue
Brooklyn, N.Y. 11222

Frank Conti
Secretary
Lighting Assoc. Inc.
305 East 63rd Street
New York, N.Y. 10021

Joseph Priolo
Shop Steward
Lighting Assoc. Inc.
305 East 63rd Street
New York, N.Y. 10021

Robert Kwintner
Vice President-Treas.
Central Elec'l Sup.Co.
541 West 125th Street
New York, N.Y. 10027

John Russell
Shop Steward
Ace Wire & Cable Co.
72-01 51st Avenue
Woodside, N.Y. 11377

Anthony Spinetta
President
Solux Corporation
58-17 28th Avenue
Woodside, N.Y. 11377

Danilo Soto
Shop Steward
Linear Ltg. Co. Inc.
31-30 Hunters Point Ave.
L.I.City, N.Y. 11101

Lincoln Turpin
Shop Steward
O.Z./Gedney Company
1100 Linwood Street
Brooklyn, N.Y. 11208

CONTRIBUTING EMPLOYERS

A.B.C. Lampshade, Inc.
A S R Commercial Lighting, Inc.
Robert Abbey, Inc.
Ace Wire & Cable Co., Inc.
Acme American Repairs, Inc.
Ainsley Lamp Mfg., Inc.
All City Appliance Service, Inc.
All City Switchboard Co., Inc.
All Craft Elec. & Marine Supply
Altel Sound Systems, Inc.
American Switchboard Co., Inc.
Anixter Brothers Wire & Cable Div.
Artemis Studios, Inc.
Ashland Elec. Products, Div. of Visual Electronics Corp.
Atex International Co., Inc.
Atlas Switch Co., Inc.
Atlite Ltg. Equipment, Inc.
The Auth Co. Div. of Firecom Inc.
Automatic Switch Company
Avon Electrical Supplies, Inc.
B.S. Barnard Corp.
Baitinger Electric Co.
Louis Baldinger & Sons, Inc.
Benrose Lamp Company, Inc.
Bergen Art Metal Works, Inc.
Berry-Rochi, Inc.
Bibi Continental Corporation
Brazill Brothers Assoc. Inc.
Brite Electric Sales Corp.
Brite Metal Industries Corp.
Broadway Elec. Supply Co.
Brooklyn Electrical Supply Co. Inc.
Bryant Tool & Supply Corp.
C G L Industries, Inc.
Capitol Elec. Supply Co., Inc.
Carstens Elec. Supply Inc.
Case Acme Systems Engineer Inc.

Casey Sound Systems Inc.
 Central Elec'l Supply Corp.
 Chatham Metal, Spinning & Stamping, Corp.
 T.M. Chelsea Lighting, Inc.
 City Elec. Dist. Inc.
 Coleman Electrical Supply Co., Inc.
 Comco Systems, Inc.
 Commercial Radio-Sound Div. Firecom
 Con-Serve Elec. Supply Corp.
 Daved Fire Systems, Inc.
 Delta Metal Products Co.
 Dialight Div. Amperelec Corp.
 Diane Studios, Inc.
 Duke Electrical Supply Co., Inc.
 Eastern Art Studios, Inc.
 Edison Price, Inc.
 Elco Lamp & Shade Studios, Inc.
 Electra-Craft, Inc. Queens Corp.
 Electra-Craft Manhattan, Inc.
 Electric Switchboard Co., Inc.
 Electrical Distributors, Inc.
 Electrotech
 Eli/Erik Lighting, Inc.
 Empire Metal Box Co., Inc.
 Ettco Wire & Cable Corp.
 Fairway Elec. Corp.
 Fire Alarm Sys. & Serv. Spec. Inc.
 Fire Controls Div. Firecom, Inc.
 Flatbush Lighting Fixture Co., Inc.
 G.A.L. Mfg. Co.
 G.F.C. Mfg. Co., Inc.
 G & G Elec. Supply Co., Inc.
 Gaffney-Kroese Elec. Supply Corp.
 Gallagher Switchboard Corp.
 Gallant & Wein Corporation
 General Instrument Corporation
 General Wholesale Elec. Co.
 Gim Metal Products
 Glantz Lighting Fixture, Inc.
 Goran Bros. Inc.
 H. Grabell & Sons, Inc.
 F.J. Gray & Co., Div. O'Bryan Glass Co.
 Graybar Elec. Co., Inc.
 Greens Ltg. Fixtures Inc.
 Philip J. Greenspan, Inc.
 Gutmann Plastics, Inc.
 H & R Sheet Metal Mfg. Corp.
 Hall-Mark Elec'l Supplies Corp.
 Holt Electrical Dist. Corp.
 Horlbeck Metal Crafts, Inc.
 Hose-McCann Telephone Co., Inc.
 Hudson Wire Company
 I.G. Federal Elec'l Supply Corp.
 I.W. Industries Inc.
 Imperial Products Center, Inc.
 Industrial Elec. Prod-Amerace Corp.
 Jo-Jan Industrial Fasteners, Inc.
 K & K Design Studio, Inc.
 Kelly & Hayes Elec. Supply, Inc.
 Kennedy Elec. Supply Corp.
 Kliegl Brothers
 Koch & Lowy, Inc.
 Kulka Elec. Corp.
 L.B. Elec. Supply Co., Inc.
 L.I. Electric Supply Co.

Landau Metal Products, Corp.
Larabee Wire Man. of N.Y. Inc.
Leader Lamp Corp.
Legion Lighting Co., Inc.
Levitan-Robbins, Inc.
Leviton Manufacturing Co., Inc.
Liberty Electrical Supply Co.
Lightalarms Electronics Corp.
Lighting Associates, Inc.
Lighting Horizons, Inc.
Lightoler/Edison
Lincoln Elec. Prods. Co., Inc.
Linear Ltg. & Contemporary Ceilings, Inc.
Lite Makers, Inc.
Lyric Lighting Ltd.
M.L.F. Art-Ltg. Inc.
Mac Power Elec. Dist. & Clt. Prod.
Mac Products, Inc.
Manhattan Elec. Cable Corp.
Manhattan Elec. Supply & Ltg. Co.
Manor Electric Supply Corp.
Marine Elec. Rlwy Prods. Div. Inc.
Marvel Import Industries, Inc.
McPhilben Lighting
Melolite Industries Ltd.
Mercury Lamps, Inc.
Metropolitan Elec. Mfg. Co.
Metropolitan Ltg. Fix. Co., Inc.
Meyers & Merl Association, Inc.
Midtown Elec. Supply Corp.
Midway Elec. Supply Corp.
Modern Suppliers, Inc.
Mohawk Elec. Supply Co., Inc.
National Elec. Supply Corp.
National Lighting Co., Inc.
Neo-Ray Products Inc.
Nesle Inc.
Nessen Lamps Inc.
Norcon Electronics, Inc.
North American Specialties Corp.
N.Y. Gas Lighting Co., Inc.
O-Z/ Gedney Co. Unit Gen. Signal
Paris Lighting Fixtures Co., Inc.
Peerless Elec. Mdse. Co.
Pelham Tool Inc.
Phoenix Lamp, Inc.
Phoenix Ltg. Fix.Co., Inc.
Plymouth Harlee, Inc.
Primary Electrical Eqpt. Inc.
Puritan Ltg. Fix. Co., Inc.
Quinton Associates
Quoizel, Inc.
Rab Electric Mfg. Co., Inc.
Raceway Components, Inc.
Rambusch Decorating Company
Reliance Lamp & Shade Co.
Joseph Richter, Inc.
Richter Metalcraft Corp.
Romano Lamp Shades, Inc.
Roseart Lamp Shades Inc.
Rosetta Electric Co., Inc.
Ross Lighting
Charles Sadek Import Company, Inc.
H. Schact Elec. Supply, Inc.
Louis J. Schwartz Co., Inc.

Seacoast Elec. Supply Corp.
Sentry Electric Corp.
Servideo, Inc.
Shelton Ltg. & Elec. Supply Co.
Sheraden Lighting & Elec. Prod.
Louis Shiffman, Inc.
Smith Elec. Distributing Co., Inc.
Solux Corporation
Specification Lighting Sales, Inc.
Standard Lighting Co.
State Elec. Supply Co., Inc.
Steinway Elec'l. & Electronic Dist. Corp.
Summit Lighting Ltd.
Sun Lighting Distributors, Inc.
Sunlight Reflector Corp.
Telautograph Corp.
Telephone Sales & Service Co., Inc.
Traulsen & Co., Inc.
Tremont Elec. Supply Co., Inc.
Tray Electrical Supply Corp.
Tudor Elec. Supply Co., Inc.
Tunnel Electric Supply Co.
Turtle & Hughes Inc.
Vertex Electronics, Inc.
Victory Tool & Mfg. Co., Inc.
Vika Elec. Supply Co., Inc.
Weinstock Lamp Co., Inc.
Weiss & Biheller Mdse. Corp.
Beth Weissman Co., Inc.
Weklser Instruments Corp.
Westinghouse Elec. Supply Co.
Wiedenbach-Brown Co., Inc.
Williamsboro Electric Supply
Charles J. Winston & Co., Inc.
Yorktown Distributors, Inc.
Combined Pension Funds Account
First Housing Company, Inc.
Local Union No. 3, I.B.E.W.
Second Housing Company, Inc.
Third Housing Company, Inc.

APPENDIX II

EMPLOYEES SECURITY FUND OF THE
ELECTRICAL PRODUCTS INDUSTRIES
REVISED SCHEDULE OF SURGICAL ALLOWANCES
EFFECTIVE APRIL 1, 1987

Abdomen.....	Allowance
Appendectomy.....	\$1,088.00
Gall Bladder removal.....	1,450.00
Gall Bladder drainage.....	1,450.00
Colectomy (resection of colon).....	2,791.00
Exploratory Laparotomy.....	1,088.00

Abscess

Incision & drainage of large abscess	109.00
Incision & drainage of breast abscess	290.00
Incision & drainage of carbuncle	80.00

Amputations

Thigh through femur	1,450.00
Arm through humerus	1,740.00
Foot below ankle	1,088.00
Forearm through radius & ulna	1,450.00
Hand at wrist	1,740.00
Finger or toe, one joint or phalanx	399.00

Breast

Radical Amputation, unilateral	2,175.00
bilateral	3,625.00
Tumor, non cancerous, unilateral	653.00
bilateral	1,015.00

Chest

Thoracoplasty	
Extrapleural resection of ribs,	
any type first stage	2,175.00
second stage	1,450.00
third stage	1,450.00
Tube thoracostomy with water seal,	
pneumothorax, drainage empyema	653.00
Pneumothorax, intrapleur injection	
of air, initial	109.00
subsequent	87.00
Tracheostomy	689.00
Bronchoscopy, diagnostic	508.00
with biopsy	580.00
with removal of foreign body	798.00
subsequent bronchoscopy	435.00

Dislocation, Reduction of

Shoulder, closed reduction	363.00
open reduction	1,740.00
Hip, traumatic, requiring anesthesia	
closed reduction,	725.00
open reduction	2,175.00
Knee, closed manipulative reduction	363.00
open reduction	1,341.00

APPENDIX II

Knee cap, closed reduction - Patellar	290.00
open reduction	1,450.00
Ankle, closed reduction	290.00
open reduction	1,160.00
Elbow, closed reduction	363.00
open reduction	1,740.00
Sternoclavicular, closed reduction	290.00
open reduction	943.00
Temporomandibular, closed reduction	145.00
Interphalangeal joint, single	
closed reduction	145.00
open reduction	435.00
 Ear, Nose or Throat	
Mastoidectomy, simple unilateral	1,885.00
bilateral	2,175.00
modified radical	1,175.00
Submucous resection of nasal septum	1,378.00
Tonsillectomy, under age 12	435.00
age 12 or over	508.00
Antrotomy, intranasal, unilateral	363.00
Radical (Caldwell-Luc) unilateral	1,305.00
Frontal sinusotomy	
external, simple	870.00
Radical, obliterative	2,103.00
Drainage of intranasal abscess	
or hematoma of lateral cartilage	73.00
Scarification of septal cartilage	73.00
 Excision or Fixation by Cutting	
Hip Joint - Synovectomy	1,450.00
Elbow - "	1,740.00
Meniscectomy-Semilunar	
cartilage-knee	1,305.00
 Eye	
Extraction of lens, unilateral	
(intracapsular or extracapsular)	1,740.00
Extraction of lens, intracapsular or	
extracapsular with preliminary	
iridectomy	1,813.00
Reattachment of retina - initial	1,450.00
- subsequent	1,305.00
Excision of lacrimal sac	1,160.00
Removal of introcular foreign body	1,088.00
Evisceration of eyeball	1,450.00
Complete iridectomy	1,230.00
 Fractures - Closed Reduction	
Femur, proximal end	2,175.00
Femur, shaft fracture	1,450.00
Tibia and fibula, fractures, shafts	1,015.00
Tibia, shaft, fracture	725.00
Bimalleolar fracture, ankle	725.00
Pelvis, Iliac, pub and/or	
ischial fracture, one bone	798.00
Pelvis, more than one bone	870.00
Os Calcis (heel)	508.00

APPENDIX II

Knee cap (Patella)	580.00
Distal radial fracture (wrist-Colles type)	508.00
Carpal bones of hand, one or more	435.00
Fibula (small bone of leg)	399.00
Sacrum	508.00
Ulnar fracture, proximal end-elbow	508.00
Tarsal bone	435.00
Scapular (shoulder blade)	363.00
Clavicular (collar bone)	326.00
Metacarpal, single (hand)	290.00
Phalanges, one finger or more	181.00
Great Toe	145.00
Thumb	363.00

Fractures - Open Reduction with operation

Skull, depressed, extradural	2,900.00
Skull, depressed, intradural	3,045.00
Elbow, ulnar, proximal end	1,450.00
Radial shaft	1,233.00
Distal radial (Colles)	1,160.00
Tibia, shaft	1,740.00
Bimalleolar fracture, ankle	1,378.00
Carpal bone (hand)	870.00
Metacarpal	834.00
Tarsal bones of foot	1,450.00

Genito-Urinary Tract

Kidney removal (Nephrectomy)	2,175.00
Prostatectomy, perineal, subtotal	1,740.00
Total Hysterectomy (corpus & cervix)	1,740.00
Myomectomy, single or multiple, excision of tumor of uterus, abdominal approach	1,450.00
Bladder tumor, excision	1,740.00
Pyelotomy-removal of kidney stones	1,885.00
Ureterolithotomy (ureter)	1,740.00
Cystoscopy, Urethroscopy	
Diagnostic, - initial	218.00
- subsequent	181.00
Varicocele, excision of- unilateral	1,088.00
- bilateral	1,305.00
Tunica Vaginalis	
Hydrocele, excision, unilateral	725.00
bilateral	1,015.00
Orchiopexy, unilateral	1,088.00
Epididymectomy, unilateral	870.00
Dilation & Curettage (non obstet)	508.00
Circumcision; - under age 12	94.00
- age 12 and over	363.00

Goiter

Thyroidectomy	
total or complete	1,813.00
subtotal or partial, unilateral	1,450.00

APPENDIX II

Heart and Pericardium

Mitral valve, valvulotomy (commissurotomy) closed	2,625.00
valvuloplasty (with bypass)	4,350.00
Triple valve replacement	6,525.00

Hernia, Cutting Operation

Inguinal, age 5, and older	
- unilateral	1,015.00
- bilateral	1,233.00

Rectum

Hemorrhoidectomy, internal & external	870.00
External only	653.00
Fistulotomy, incision of	508.00
Anoplasty, Anal mucosa	
Proctoplast, prolapse mucous membrane	1,088.00

Tendons, Suture of

One tendon (Primary)	725.00
Two tendons	870.00
Each additional	145.00

Tumors, Cysts, etc. Removal of

Trunk, arms or legs, lesion up to 1/2"	181.00
Scalp, neck, hands, feet, genitalia 1/2"	218.00
Pilonidal cyst or sinus	725.00

Varicose Veins

Ligation & division of long saphenous vein at sapheno-femoral junction, with or without retrograde injection or distal interruptions, unilateral	923.00
bilateral	1,378.00

Maternity Benefits

Obstetric delivery	943.00
Cesarean section	1,305.00
Abdominal operation for ectopic pregnancy	1,233.00
Spontaneous abortion, completed surgically	
first trimester	508.00
Second trimester, (3 to 6 months)	580.00

APPENDIX III

The Dental Benefit

Effective August 1, 1985 the Dental Benefit provided by the Fund shall be given to all eligible persons through:

- (a) the Dental Department, Employers Security Fund of the Electrical Products Industries located on the second floor of the Electric Industry Center at 158-11 Jewel Avenue, Flushing, New York 11365, or;
- (b) a participating dental facility approved by the Trustees and with which an agreement has been entered into, or;
- (c) any other licensed dental facility in the United States or its possessions.

The allowances shown in the Fund's "Schedule of Dental Allowances and Limitations" and any allowances determined after individual consideration by the Fund's dental consultant, shall represent the total cost for such procedures when they are performed at the Fund's Dental Department or at a participating dental facility, and such procedures, therefore, shall, with the exception of prosthetics, be fully covered by the Fund. Eligible persons who choose to obtain dental treatment and service from any other licensed dental facility in the United States or its possessions shall receive payment for such dental services and in such amounts as are set forth in the "Schedule of Dental Allowances and Limitations" below.

Effective January 1, 1986, eligible persons may avail themselves of one dental examination and routine course of treatment per calendar year.

APPENDIX III

The Dental Benefit

SCHEDULE OF DENTAL ALLOWANCES AND LIMITATIONS FOR SERVICES ON AND AFTER JANUARY 1, 1986

I. Diagnostic/General

Examinations	
0110 Initial Oral Examination.....	\$ 10.00
Radiographs	
0210 Intraoral - complete series (with or without bitewings).....	20.00
0220 Intraoral - single, first film.....	5.00
0230 Intraoral - each additional film (up to \$20 for 14 films).....	5.00
0240 Intraoral - occlusal, single, first film....	5.00
0272 Bitewing - two films.....	7.00
0274 Bitewing - four films.....	10.00
0321 Extraoral - Temporo - mandibular joint single film.....	15.00
0330 Panaramic - maxillary and mandibular - single film.....	5.00

II Preventative

Dental Prophylaxis	
1110 Adults.....	25.00
1120 Children.....	25.00
Fluoride Treatments.....	N.C.
Space Maintainers.....	N.C.

III. Restorative

Amalgam Restorations (deciduous teeth)	
2110 Amalgam - one surface.....	12.00
2120 Amalgam - two surfaces.....	24.00
2130 Amalgam - three or more surfaces.....	36.00
Amalgam Restorations (permanent teeth)	
2140 Amalgam - one surface.....	12.00
2150 Amalgam - two surfaces.....	24.00
2160 Amalgam - three or more surfaces.....	36.00
2190 Pin retained (exclusive of amalgam).....	5.00
Silicate Restorations	
2210 Silicate cement - per surface restoration (maximum 3 surfaces).....	12.00

"IC"-means "Individual Consideration."
"NC"-means "Not Covered."

APPENDIX III

Acrylic or Plastic Restorations	
2310 Acrylic or Plastic.....	12.00
2330 Composite resin - one surface.....	12.00
2331 Composite resin - two surfaces.....	24.00
2332 Composite resin - three surfaces.....	36.00
2334 Pin retained, in addition to above per tooth..	5.00
2335 Composite resin involving incisal angle.....	36.00
2340 Acid etch for restorations (indicate number of surfaces).....	25.00

Gold Inlay Restorations	
2520 Inlay, gold - two surfaces.....	75.00
2530 Inlay, gold - three surfaces.....	100.00
2540 Onlay, (in addition to above per tooth)....	25.00

Crowns - Single Restorations Only	
2710 Plastic (acrylic).....	100.00
2711 Plastic with gold.....	160.00
2720 Plastic with gold.....	160.00
2721 Plastic with non-precious	110.00
2722 Plastic with semi-precious metal.....	150.00
2740 Porcelain.....	175.00
2751 Porcelain with non-precious metal.....	225.00
2791 non-precious metal (full cast).....	125.00
2792 semi-precious metal (full cast).....	125.00
2830 Stainless steel.....	50.00
2891 Cast Post and core - in addition to above - per tooth.....	60.00
2892 Steel Post with Amalgam or composite build-up	35.00

Other Restorative Services	
2910 Recement inlays.....	10.00
2920 Recement crowns.....	10.00
2940 Sedative fillings.....	10.00

IV. Endodontics

Pulp Capping (excluding restoration)	
3110 Pulp cap.....	5.00

Pulpotomy (excluding restoration)	
3220 Vital Pulpotomy.....	25.00
Root Canal Therapy (includes treatment plan, clinical procedures, and follow-up care; excludes restoration)	
3315 One canal.....	100.00
3325 Two canals.....	160.00
3335 Three canals.....	220.00

Periapical Services	
3410 Apicoectomy (independent procedure).....	50.00

V. Periodontics

Surgical Services	
4210 Gingivectomy or gingivoplasty, per quadrant.....	25.00

"IC" - means "Individual Consideration."

"NC" - means "Not Covered."

APPENDIX III

4220 Gingival curettage, per quadrant.....	20.00
4260 Osseous surgery (with definition), per quadrant.....	I.C.
4261 Osseous graft - single site.....	I.C.
4262 Osseous graft - mutiple sites per quadrant.....	I.C.

Adjunctive Services

4330 Occlusal adjustments (limited; not involving restoration).....	N.C.
4331 Occlusal adjustment (complete; not involving restoration).....	N.C.
4340 Periodontal scaling (entire mouth).....	15.00
4341 Periodontal scaling (fewer than 12).....	10.00
4360 Special periodontal appliance.....	N.C.

Miscellaneous Services

4910 Periodontal prophylaxis.....	15.00
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VI. Prosthodontics - Removable

Complete Dentures

5110 Complete upper.....	225.00
5120 Complete lower.....	225.00
5130 Immediate upper.....	245.00*
5140 Immediate lower.....	245.00*

* With reline after four months

Partial Dentures

5211 Upper without clasps, acrylic base.....	150.00
5212 Lower without clasps, acrylic base.....	150.00
5241 Lower with chrome lingual bar and two clasps, cast base.....	250.00
5251 Upper with chrome palatal bar and two clasps, acrylic base.....	250.00
5261 Upper with chrome palatal bar and two clasps, cast base.....	250.00
5281 Cast Hesbit.....	90.00
5410 Adjustments to denture (6 months after installation or by dentist other than dentist providing appliances).....	10.00
5610 Denture Fracture.....	20.00
5620 Replacing broken tooth on denture.....	15.00
5650 Partial denture - Adding tooth to replace extracted tooth without adding clasp.....	30.00
5662 Partial denture - Adding tooth to replace extracted tooth, adding clasp.....	55.00

Denture duplication or reline

5730 Relining upper or lower complete denture (office reline).....	50.00
5740 Relining upper or lower partial denture (office reline).....	50.00

VII. Prosthodontics - Fixed

Fixed Bridges

Bridge Pontics

"IC" - means "Individual Consideration."
"NC" - means "Not Covered."

APPENDIX III

6211 Non-precious metal.....	225.00
6220 Slotted (Steele's) Facing.....	225.00
6230 Slotted (Tru) Pontic.....	225.00
6241 Porcelain fused to non-precious metal.....	225.00
6251 Plastic processed to non-precious metal.....	225.00

Abutment Crowns

6710 Plastic (acrylic).....	100.00
6721 Plastic processed to non-precious metal.....	200.00
6740 Porcelain.....	135.00
6751 Porcelain fused to non-precious metal.....	225.00
6791 Non-precious metal (full cast).....	175.00

Other Services

6930 Recement bridge.....	10.00
6960 Dowel pin (in addition to above per tooth).....	5.00

VIII. Oral Surgery

(All procedures include local anesthesia and postoperative care. For general anesthesia see 9220.)

Simple extractions

7110 Single tooth.....	20.00
7120 Each additional tooth.....	15.00

Surgical Extractions

7210 Extraction of tooth, erupted.....	30.00
Additional teeth (per tooth).....	15.00
7220 Impaction requiring incision of overlying soft tissue and removal of the tooth.....	70.00
7230 Impaction requiring incision of overlying soft tissue elevation of a flap, removal of bone and the removal of the tooth.....	90.00
7240 Impaction requiring incision of overlying soft tissue, elevation of flap, removal of bone and sectioning of the tooth for removal.....	90.00
7241 Impaction requiring incision of overlying soft tissue elevation of flap, removal of bone, sectioning of the tooth for removal, but which presents unusual circumstances which require special reports.....	90.00

Tests and Laboratory Examinations

7285 Biopsy and examination of oral tissue; hard.....	30.00
7286 Biopsy and examination of oral tissue; soft.....	30.00

Alveoloplasty (surgical preparation of ridge for dentures)

7310 Per quadrant, in conjunction with extractions.....	N.C.
7320 Per quadrant not in conjunction with extractions.....	25.00
7340 Frenectomy.....	35.00

"IC"-means "Individual Consideration."
"NC"- means "Not Covered."

APPENDIX III

IX. Orthodontics - Not Covered by Fund

X. Adjunctive - General

9110 Palliative - treatment (identify treatment)...	10.00
9220 General Anesthesia (per visit).....	25.00

XI. LIMITATIONS

1. No payments will be made for which the patient incurs no dentist's charge.
2. Cosmetic dentistry will not be payable.
3. No payment will be made for orthodontics by Fund.
4. No payment will be made for prosthetic replacements unless five years have elapsed from prior insertion.
5. No payment for replacement of lost dentures.
6. Maximum payment for prosthetics and/or crown and bridges of \$1200.00 per eligible person per calendar year.
7. The Fund shall have the right to examine any individual who has made a claim, as often as it may reasonably require, during the pendency of a claim.
8. Any approved prosthetic and/or crown and bridge appliance charges in excess of \$1200.00 based on the Fund's fee schedule will be the Employee's responsibility.
9. All services not approved by the Fund's Peer Review Dentist will be the responsibility of the Employee.
10. One routine course of treatment per patient is allowed for each calendar year.

APPENDIX IV

The Diagnostic Medical Benefit

Effective January 1, 1986 the Diagnostic Medical Benefit, consisting of a comprehensive physical examination for diagnostic purposes and excluding treatment services, shall be provided to all eligible persons either through facilities provided by the Fund, or facilities approved as participating facilities by the Trustees and with which an agreement has been entered into or by any M.D. or D.O. licensed and practicing in the United States or its possessions. The Diagnostic Medical Benefit shall be provided one time in any calendar year to each eligible person. In the event that an eligible person elects to obtain the Diagnostic Medical Benefit from a facility provided by the Fund or approved as a participating facility the allowance set forth herein shall represent the total cost for the benefit. In the event that an eligible person elects to use a physician or osteopath not connected with a facility provided by the Fund or who has entered into an agreement with the Fund, the Fund shall pay an allowance as follows for this benefit:

- Eligible Persons fourteen (14) years of age or older..... up to \$125
- Children from six (6) months through thirteen (13) years of age.....up to \$60.

All additional expenses shall be the sole obligation of the eligible person and not the Fund.

APPENDIX V

The Optical Benefit

Effective January 1, 1986 the Optical Benefit shall consist of one medical eye examination per calendar year and if eyeglasses are prescribed, one pair of eye glasses per calendar year per eligible person by an ophthalmologist or optometrist licensed and practicing in the United States or its possessions. If prescribed by said ophthalmologist or optometrist, the Optical Benefit shall also consist of one pair of eyeglasses per eligible persons per calendar year purchased from a licensed facility operating in the United States or its possessions.

The Fund shall pay an allowance of up to \$35.00 for an examination by an ophthalmologist or optometrist and, if prescribed, up to \$40.00 for one pair of single vision eyeglasses or up to \$85.00 for one pair of bifocal eyeglasses. If an eligible person elects to obtain the Optical Benefit from a facility provided by the Fund or a facility approved as a participating facility approved as a participating facility by the Trustees the allowances set forth herein shall represent the total cost for the benefit. In the event that an eligible person elects to use an ophthalmologist or an optometrist and/or purchase eyeglasses at another facility the Fund shall pay up to the allowances set forth herein. All additional expenses shall be the sole obligation of the eligible person and not the Fund.

APPENDIX VI

The Prescription Benefit

Section 1.

Persons who are eligible for the Prescription Benefit can obtain drugs and prescriptions in accordance with Section 2 and 3 which follow, either by going to a participating pharmacy and paying a three (\$3.00) dollar per prescription charge or by going to a nonparticipating pharmacy and applying for reimbursement up to the allowance fixed by the prescription benefit administrator with which the Fund has contracted for this benefit.

Effective January 1, 1988 the Prescription Benefit will:

- (1) be a mandatory generic reimbursement plan.*
- (2) have a deductible of \$3.00 per prescription.
- (3) have a \$3,000.00 annual maximum per qualified member and or his eligible immediate family if married.

* When there is an equivalent generic drug product available for a brand name product, you can still get the brand name, but you will be responsible for paying the pharmacist for the difference between the cost of that brand name drug and the cost of the generic equivalent, plus the \$3.00 deductible.

Section 2.

Extent of Coverage of the Prescription Benefit.

Section 2.01.

The following items are covered by the Prescription Benefit:

- (a) Federal Legend Drugs
- (b) State Restricted Drugs
- (c) Compounded prescriptions
- (d) Insulin on prescription
- (e) Injectibles
- (f) Federal Legend Oral Contraceptives
- (g) Generic drugs, not brand names, except where Generic drugs are not available.

APPENDIX VI

Section 2.02

The following items are not covered by the Prescription Benefit:

- (a) Items lawfully obtainable without a prescription;
- (b) Devices and Appliances;
- (c) Syringes and Needles;
- (d) Prescriptions covered without charge under Federal, State or Local programs, to include Workers' Compensation;
- (e) Any charge for the administration of a drug or insulin;
- (f) Investigational or experimental drugs;
- (g) Unauthorized Refills;
- (h) Immunization agents, biological sera, blood or plasma;
- (i) Medication for an eligible person confined to a rest home, nursing sanitarium, extended care facility, hospital or similar entity.
- (j) Any charge where the usual and customary charge is less than the deductible hereunder.
- (k) Any charge above the usual and customary, advertised or posted price whichever is less than the scheduled amount.
- (l) Cosmetic Drugs
- (m) Brand name drugs whenever Generics are available

Section 2.03

The drugs and prescriptions covered by the Prescription Plan shall be provided as prescribed, up to and including a 34 days supply or 100 units, whichever is greater.

Section 3.

Maintenance Prescription Drugs in supplies up to three (3) months may be obtained by mail order by eligible persons from Nationwide Prescription Service, Inc. Effective April 28, 1988 the \$3.00 Co-Pay on Maintenance Prescription Drugs obtained by mail from Nationwide Prescription Service, Inc., will be dropped and there will henceforth be no charge when using this Maintenance Prescription Drug mail service. The initial prescription form and prepaid envelope for this benefit may be obtained from the Fund Office.

**JOINT PENSION COMMITTEE
EMPLOYERS SECURITY FUND OF THE
ELECTRICAL PRODUCTS INDUSTRIES
158-11 Jewel Avenue, Room 307 (718) 591-1100
Flushing, New York 11365**

OFFICERS AND TRUSTEES

Employer Representatives	Union Representatives
George A. Franklin Chairman	Louis Stein Secretary
John H. Kliegl, II 1st Vice Chairman	Thomas Van Arsdale Treasurer
Paul J. Hillstrom 2nd Vice Chairman	Albert Bauer
Mitchell Berken	Salvatore Cannistraci
Leon Conn	Joseph D. Corroccoli
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Kermit Hoffman	Mary Crummie
Harvey Kram	John Eberhardt
Harvey Lifton	Dennis McSpedon
Vincent J. Malatesta	Raymond Melville
David W. Swindells	Lance Van Arsdale, Jr.
Employer Alternates	Union Alternates
Sheldon Bellovin	Morris Camhi
V.L. Carbonaro	Josephine Monclova
Frank Conti	Joseph Priolo
Robert Kwintner	John Russell
Anthony Spinetta	Danilo Soto
	Lincoln Turpin

Executive Secretary
Hy Greenblatt

Auditor
David S. Fisch & Co

Consultants & Actuaries
Martin E. Segal Co.

Counsel
Donald F. Menagh, P.C.

7/1/2001 - 6/30/2004

K 3645
1,100 workers

AGREEMENT AND WORKING RULES

18 pp

Agreement made this 27th day of June, 2001 by and between the Ad Hoc Committee for the Lighting Manufacturers Group, a Committee consisting of Employer members representing Apogee Translite Inc., Atlite Inc., Edison Price Inc., Legion Lighting Co. Inc., Linear Lighting & Contemporary Ceilings Inc., Lite Makers Inc., National Lighting Co. Inc., Neo Ray Products, Rambusch Decorating Co. and Zumtobel Staff Lighting Inc., hereinafter referred to as "Employer" or "Employers" engaged in the manufacture of Illumination Products which represents its Employer members for Collective Bargaining Purposes and which Committee is hereinafter referred to as the "Employer" and Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

ARTICLE I

Section 1. An Employer is one who shall maintain a permanent place of business with a business telephone open to the public during normal business hours, maintain and operate a plant equipped to fabricate lighting equipment.

- (a) This place of business shall not be connected with or be a part of domestic establishment.
- (b) The Employer shall meet the requirements of a manufacturer as prescribed by factory regulations and requirements of the State and City of New York. If the factory is located in a city other than New York, the Employer shall comply with the regulations and requirements of that locality.

MINIMUM NUMBER OF EMPLOYEES

- (c) The Employer and the Union agree that the Employees described in the classifications hereinafter set forth in this paragraph (hereinafter referred to as "Employees") constitute an appropriate bargaining unit and that the Employer recognizes the Union as the sole collective bargaining agent for the said Employees. As a condition of this Agreement the Employer shall at all times maintain and operate a regular shop equipped to do metal work, plate or degrease, paint, spray, and bake its products maintain a complete working department, receiving, packing and shipping departments, and employ at least eight (8) Employees. Each department must have at least a foreman, journeyman or supervisor plus enough workers to perform the operations listed above.
- (d) The Union agrees that during the life of this Agreement it will not enter into any agreement with any Employer engaged in the manufacture of lighting fixtures of any type which contains terms and conditions of employment more favorable to an Employer than those set forth in this Agreement.

Section 2. The terms of this Agreement and/or any modification thereof shall be binding until its termination as defined in Section 3 of this Article upon the Employer, Employees, and upon the Union, and shall be effective in all plants of the Employer within the jurisdiction of Local Union No. 3.

- (a) All Employees employed by the Employer who are members of the Union on the date of the signing of this Agreement shall as a condition of employment remain members in the Union during the term of this Agreement. All other Employees, shall as a condition of employment, be or become members of the Union on the thirty-first (31st) day following the effective date of this Agreement or not later than the thirty-first (31st) day following the beginning of their employment, whichever is later.
- (b) When an Employer requires additional Employees, the Employer shall notify the Joint Industry Board Employment Department of the number and classification of Employees required, and within forty-eight (48) hours the said Joint Industry Board Employment Department shall refer the required Employees for employment without discrimination against such Employees by reason of membership or non-membership in the Union, without regard to race, color, religion, sex or national origin, and such referrals shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of Union Membership, policies or requirements. The Employer shall have the right to reject any Employee referred. In the event that the Joint Industry Board Employment Department has no Employees available for referral within forty-eight (48) hours after requested by an Employer, the Employer may hire such Employees directly. Employees hired directly by the Employer, before commencing employment must register their employment with the Joint Industry Board Employment Department, and Upon registration, job slips setting forth their classifications and hourly rates shall be furnished to such Employees.
- (c) An Employer shall not be required to discharge an Employee for a violation of paragraph (a) of this section unless and until the Employer has received seven (7) days written notice from a properly authorized official of the Union to the effect that such Employee, because of his failure to tender his periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership, has not been admitted to the Union or has had his Union membership terminated.

Section 3. This Agreement, including the working rules contained in Article II hereof, which are part of this Agreement shall become effective the first day of July, 2001 and shall remain in effect until June 30, 2004.

Section 4. Within sixty (60) days prior to June 30, 2004, the Employer and the Union shall meet to negotiate a new Agreement to become effective the first payroll week of July 2004.

ARTICLE II

THE FOLLOWING WORKING RULES SHALL BE PART OF THIS AGREEMENT:

RULE 1. The work-week will begin at 12:01 A.M. Monday and end at Midnight Sunday.

- (a) The regular hours of work from July 1, 2001 through June 30, 2004 shall be eight (8) hours per day/forty (40) hours per week, Monday through Friday.

Rule 2. In the event it becomes necessary to work overtime, which means work by an employee before or after the regular daily shift Monday through Friday in the factory where the employee works, and any number of hours worked on Saturday, such work shall be paid for at the rate of time and one-half (1½) of hourly rate.

- (a) Work performed on Sunday, New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Floating Personal Day and the Employee's Birthday (provided Employee works his/her floating personal day and/or birthday at Employer's request) shall be paid for at the regular rate plus 1 ½ times the regular rate. Whenever Employees are required to work on any of the eleven (11) holidays set forth above, or any Sunday, three (3) working days notice shall be given by the Employer to the Shop Steward.
- (b) Wages shall be paid weekly during regular working hours on each Wednesday, and shall be paid for all work performed up to and including the preceding Sunday, except when a holiday falls on the regular pay day, the Employees are to be paid the day before the holiday.
- (c) Any shift employed after the regular working hours shall be paid at the rate of straight time plus ten (10%) percent.

Rule 3. In the event that overtime is necessary, the Shop Steward shall arrange for same by notifying the Business Manager's Office of the Union.

- (a) Any time lost for any reason whatsoever during regular working hours cannot be made up before or after the regular work day except with the consent of either the Business Manager's Office and/or the shop steward.

HOLIDAYS

Rule 4. For the purpose of this Agreement,

New Year's Day	Harry Van Arsdale Jr. Day (observed day after Thanksgiving Day)
Martin Luther King's Birthday	
Good Friday	Christmas Day
Memorial Day	Employee's Birthday (see below)
Independence Day	Floating Personal Holiday (requiring one week's written notice to Employer)
Labor Day	
Thanksgiving Day	

or days observed as such, shall be recognized as holiday with pay. Should any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as the holiday in question.

Should any of the foregoing holidays fall on Sunday, the following Monday instead of Sunday shall be observed as the holiday in question. In order to be eligible for holiday pay, an Employee must actually work both the work day preceding the holiday and the work day following the holiday. However, an Employee not working the day before or the day following the holiday shall be entitled to holiday pay in the event such Employee has been laid-off during the payroll week of the holiday, or excused by the Employer from working on those days, or has been ill during those days and furnishes a doctor's certificate certifying to the fact.

The "Employee's Birthday" holiday may be observed on the Employee's birthday, or, upon mutual consent of the Employer and Employee, on one of the other four weekdays within the same calendar week as the Employee's birthday. A birthday falling on a Saturday is considered to have occurred during the workweek immediately prior to the Saturday. A birthday occurring on a Sunday is considered to have occurred during the workweek immediately following the birthday.

ABSENTEEISM

- (a) To promote efficient operation, the Union and the Employer agree that they jointly will take all steps necessary to reduce absenteeism and unwarranted tardiness.

VACATIONS

Rule 5. All Employees covered by this agreement shall receive Vacation with pay at their regular hourly rate in effect at the time the vacation is taken in accordance with the following schedule:

- (a) An Employee who has been employed by the same F Division Employer for six (6) months or more immediately prior to June 1st of any year, but who has less than one hundred twenty (120) months of total employment in the F Division, shall receive vacation with pay in accordance with the following schedule:

<u>Number of Months Worked</u>	<u>Number of Vacation Days Paid</u>
6 months or more, but less than 12 months	3
12 months or more, but less than 24 months	5
24 months or more, but less than 36 months	9
36 months or more, but less than 120 months	10

- (b) An Employee who has been employed by the same F Division Employer for six (6) months or more immediately prior to June 1st of any year, and who has 120 months or more of total employment in the F Division, shall receive vacation with pay in accordance with the following schedule:

<u>Number of Months Worked</u>	<u>Number of Vacation Days Paid</u>
120 months or more, but less than 180 months	15
180 months or more	17

- (c) All vacation time over two (2) weeks to be taken at the convenience of the Employer.
- (d) All vacation shall be taken by Employees between June 1st and Labor Day at a time convenient to the Employer unless otherwise authorized by the Employer. However, if the entire factory is going to be closed down for vacation period, the Employer

agrees not to do so until after the schools are closed or July 1st whichever comes first, and/or the week between Christmas and New Year's .

- (e) Should any one of the eleven (11) holidays set forth in Rule 4 fall within an Employee's Vacation period, the Employee shall receive an additional day's pay.
- (f) An Employee who has been employed ten (10) years or more in the F Division _ who is laid off and was entitled to three (3) weeks vacation will be paid vacation benefits in the following manner: The company that lays the man off pays 50% of the vacation benefit, providing the Employee has worked six (6) months in the vacation year. This payment is to be made only once. The new shop pays 50% of the vacation benefit provided the Employee works four (4) months with the new company prior to June 1st. If the Employee works nine (9) months immediately prior to June 1st at the new shop, he shall receive three (3) weeks vacation which is all paid for by the new shop.
- (g) An Employee who has less than ten (10) years of total employment in the F Division will be paid vacation pay according to the schedule in paragraph (a) above, provided he has been employed by his current F Division Employer for six (6) months or more immediately prior to June 1st. An Employee who has ten (10) or more years of total employment in the F Division will be paid vacation pay according to the schedule in paragraph (b) above, provided he has been employed by his current F Division Employer for six (6) months or more immediately prior to June 1st.
- (h) After one (1) year of employment, any Employee laid off between:
 - July 1st and December 31st **shall not be paid** any vacation pay.
 - January 1st and June 1st **shall be paid** at the time of the lay-off vacation pay equal to fifty percent (50%) of the vacation he would have received if employment had continued until June 1st of that year. If Employee is re-hired prior to June 1st of that year the total vacation pay shall not exceed his vacation entitlement as noted in paragraph (a).

Rule 6. Piece work of any kind shall be prohibited.

Rule 7. The Union and the Employer feel a grave responsibility to the public for the products manufactured by the Industry. Both parties recognize that adequate safety and efficiency standards of lighting fixtures must be safeguarded at all times. To this end the Employer covered by the Agreement assumes full responsibility for their products and, further agree that "COMPLETE LIGHTING EQUIPMENT" will be manufactured, assembled, and wired to meet the requirements and approved standards of the National Board of Fire Underwriters Code and such other city codes that may have jurisdiction thereof.

Rule 8. It is the intent and desire of the parties to this Agreement to provide as much work as possible for the Employees and members of the Union. To that end, every Employer who contracts to furnish lighting equipment agrees to perform all processing operations in his plant including the fabrication of housings and/or bodies normally required in complete lighting equipment. Manufacturers shall not be required to manufacture castings, spinings, glassware, wiring components, that are required in the manufacture of completed lighting equipment.

- (a) Any question or dispute arising as to the proper meaning and application of the above requirements shall be referred to the Joint Industry Board for interpretation and/or adjudication, as provided for in Article V, paragraph (b) of this Agreement.
- (b) Employees shall not be permitted to contract for fabrication and/or assembling of lighting equipment and, the Employers agree that members of the firm will not perform processing operations normally performed by the Employees.

Rule 9. For the duration of this Agreement the Employer will pay the Employees' full share of Social Security Payments.

WAGE INCREASES

Rule 10. Commencing with the first day of July 2001, each Employee covered by this Agreement shall receive an increase of thirty five (35) cents per hour.

- (a) Commencing with the first day of July 2002 each Employee covered by this Agreement who was in the employ of an Employer prior to June 30, 2002 shall receive an additional twenty-five (25) cents per hour increase.
- (b) Commencing with the first day of July 2003 each Employee covered by this Agreement who was in the employ of an Employer prior to June 30, 2003 shall receive an additional twenty (20) cents per hour increase.
- (c) Where an Employee receives more than the minimum wage rate, there shall be no reduction.
- (d) The following rates for the respective classifications shall be in effect for the respective period commencing with the first day of July 2001 to June 30, 2004.

<u>HOURLY RATES</u>	7/1/2001 to <u>6/30/2002</u>	7/1/2002 to <u>6/30/2003</u>	7/1/2003 to <u>6/30/2004</u>
FOREMAN-WIRING DEPT.	\$15.52	\$15.77	\$15.97
FOREMAN-PROCESSING DEPT.	15.35	15.60	15.80
JOURNEYMAN	15.19	15.44	15.64
"A" HELPER	14.65	14.90	15.10
"B" HELPER	14.39	14.64	14.84
"C" HELPER	13.94	14.19	14.39
"C-" HELPER	11.15	11.40	11.60

HOURLY WAGE FOR NEW GENERAL HELPER EMPLOYEES

Rule 11. The minimum hiring rate and increment increases for General Helper Employees who are newcomers in the industry, either furnished by the Employment Department of the Joint

Industry Board, or hired by the Employer directly shall be in accordance with the schedules below. The Union agrees that each company that is a party to this agreement will be allowed to hire two (2) new Employees at \$7.35 per hour starting rate.

HOURLY RATES AND INCREASES FOR GENERAL HELPERS
(NEW EMPLOYEES)

	<u>INCREASE</u>	<u>PER HOUR</u>
Starting rate	-	7.35
After 3 months	.20	7.55
After 6 months	.20	7.75
After 9 months	.20	7.95
After 12 months	.20	8.15
After 15 months	.20	8.35
After 18 months	.20	8.55
After 24 months	50% of difference between rate after 18 months and "C minus" rate in effect at time in accordance with schedule in Rule 10.	
After 30 months	Full "C minus" rate in effect at time in accordance with schedule in Rule 10.	

HOURLY RATES AND INCREASES FOR GENERAL HELPERS
(UNION MEMBERS)

	<u>INCREASE</u>	<u>PER HOUR</u>
Starting rate	-	8.00
After 3 mos.	.20	8.20
After 6 mos.	.20	8.40
After 9 mos.	.20	8.60
After 12 mos.	.20	8.80
After 15 mos.	.20	9.00
After 18 mos.	.20	9.20
After 24 mos.	50% of difference between rate after 18 mos. and "C minus" rate in effect at time in accordance with schedule in Rule 10.	
After 30 mos.	Full "C minus" rate in effect at time in accordance with schedule in Rule 10.	

SICK LEAVE AND BEREAVEMENT PAY

Rule 12. Employees covered by this agreement shall be entitled to Sick Leave and Bereavement Pay as follows:

SICK LEAVE

- (a) The Employer agrees to grant the Employees one (1) sick leave day every two (2) months not to exceed five (5) in a contract year for which full rate will be paid. If the Employee is out three (3) days or more, he must bring in a doctor's note for his absence and, upon verification by the Employer, he may apply up to three (3) days of the current year's sick leave to such absence. All earned unused sick days will be

paid for by the Employer at the end of the contract year. All new Employees who were not previously employed in the industry must be employed for a period of twelve (12) months before becoming eligible for sick leave. Should an Employee have excessive abuses with sick days, these abuses will be corrected through the shop steward and plant management.

BEREAVEMENT PAY

- (b) Any Employee covered by this Agreement who sustains a loss by death in his immediate family (immediate family to be defined as - spouse of an Employee, parents of Employee and parents of Employee's spouse, children of Employee, sisters and brothers of Employee) and who is absent from work during the normal work week due to this loss, shall be paid up to a maximum of three (3) days regular wages. In the event that a death occurs in the immediate family during the Employee's vacation, the Employee shall be entitled to three (3) days additional vacation or the equivalent in wages.

Rule 13. The Journeyman shall be the first man employed in the Wiring, Fitting and Assembling Department in every shop covered by this Agreement, and the last man laid-off.

Rule 14. There shall be no restriction of production.

Rule 15. Selection of the foreman from among the Employees covered by this Agreement shall be at the discretion of the Employer. Operators of all computer controlled machines shall be members of the Union, Local No. 3, I.B.E.W.

Rule 16. It is agreed between the parties hereto that the Employer will provide cotton gloves, overalls and/or aprons for the polishing, spraying, plating and degreasing Employees who directly perform operations of polishing, spraying, plating or degreasing. In addition, it is recognized that certain operations in the plating and degreasing departments require protective rubber aprons, gloves and boots and, it is agreed between the parties that such equipment will be furnished by the Employers.

- (a) Except where there is an existing coffee break, the Employees will be permitted to drink coffee at their work place while they work once in the morning and once in the afternoon.

SHOP STEWARD

Rule 17. The shop steward selected by the Union shall be held responsible for the proper application and observance of the terms of this Agreement. In the event of a layoff due to curtailment of factory employment, he shall be the last Employee to be laid off and the first one to be rehired.

- (a) It shall be his specific duty to investigate all grievances which may arise regarding the provisions of this Agreement, and make every effort to bring about an equitable settlement of these grievances.

- (b) With reference to the Union Security clause as provided in Article I, Section 2 (a) of this Agreement, for the purpose of forestalling any embarrassment to the Employer, the Shop Steward shall see to it that all Employees in the bargaining unit who are required to be members of the Union under the provisions of this Agreement, are in possession of their current Semi-annual paid up membership card, issued by the Union.

DEPARTMENTAL SENIORITY

Seniority is to be recognized by departments.

- (c) Should the Employer be in need of additional workers, he shall notify the Shop Steward who will immediately notify the Joint Industry Board of such need.
- (d) He shall not cause, or condone any work stoppage because of a grievance arising under the terms of this Agreement, but shall immediately notify the Union of any such grievance that he is unable to resolve.

Rule 18. Nothing contained in this Agreement shall be construed as limiting the right of the Employer to discharge immediately any member of the Union for inefficiency, insubordination, or any other cause but the Union reserves the right to question such discharge. Failure to settle a dispute which may arise in this connection shall be treated as a grievance.

- (a) Nothing contained in this Agreement shall be construed as limiting in any way the right of the Union to discipline its own members. However, before any disciplinary action is taken against any member of the Union by the Union which may affect the Employer, the Employer shall be so notified, and given reasonable time to make arrangements so that such disciplinary action does not result in undue hardship.
- (b) The union agrees to live up to the contract implicitly, and, to recognize and respect management rights in the selection of materials, component parts, method of operation, etc.

SHOP COMMITTEE

Rule 19. In shops where less than fifty (50) Employees are employed, the Employees shall have the right to designate a Shop Committee of not less than one (1) man and not more than four (4) men to assist the Shop Steward. In shops where more than fifty (50) are employed, the Committee shall not exceed seven (7).

Rule 20. The official representative of the Union shall have the right at all times during working hours to visit and inspect the shop of the Employer in the performance of his duties subject to reasonable regulations.

Rule 21. During the slack period in individual shops, the duly authorized representatives of the Employer and the duly authorized representatives of the Union shall decide upon an equitable method of distributing employment among the Employees as far as practical. (Should

unemployment become a serious problem in the Industry, the Joint Industry Board will recommend ways and means to alleviate this condition.)

Rule 22. Any Employee when laid off or discharged will be notified at least one-half (1/2) hour before such discharge or lay-off.

- (a) Any new Employee when engaged by the Employer and not permitted to start work shall be paid for two (2) hours at his classification hourly rate.
- (b) Any regular Employee of the company who has not been informed by the Employer that he is not to report shall when he reports to work be entitled to a day's pay, except where, that the Employer's failure to notify his Employees not to report for work is caused by an act or accident beyond the Employer's control.

Rule 23. It is recognized that economic planning is necessary and essential to maintain stability and that statistics are vitally important to accomplish this result; therefore, it is agreed that the Employer shall furnish to the Business Manager's Office of the Union a summary sheet of his weekly payroll not later than one (1) week after the shop week ending.

Rule 24. The Employer shall deduct Union Dues, Initiation Fees, Assessments and Union Loans from the wages of the members of the Bargaining Unit in those cases in which the Employer receives written assignments executed by the Employees covering same so long as it is in compliance with the applicable requirements of the Labor-Management Act of 1947.

- (a) The amount of Dues, Initiation Fees, Loans and Assessments to be deducted from the wages of the individual members of the Bargaining Unit in the employ of the Employer shall be furnished to the Employer by the Union.
- (b) Such deductions shall be made as follows:
Initiation fees shall be deducted and remitted 30 days after employment starts.
Assessments and loan repayments shall be deducted and remitted weekly.
Union Dues shall be deducted every six (6) months in advance, January to June, July to December.
- (c) All monies deducted from the wages of the individual members of the Bargaining Unit in the employ of the Employer, together with a list of the individual member's name and the amount of money deducted from the wages of such members shall be forwarded to the financial Secretary of the Union immediately.

ARTICLE III PENSION, HEALTH AND WELFARE BENEFITS

1. The Parties hereby agree that the Employer shall be a contributing Employer to the Employees Security Fund of the Electrical Products Industries as administered by the Combined Pension Funds Account and that all Employees covered by this Agreement shall be participants in the Employees Security Fund of the Electrical products Industries and entitled to receive all benefits provided by said Fund.

2. The Parties further agree that they shall be bound by the terms and conditions of the Employees Security Fund of the Electrical Products Industries Trust and Plan documents, as said documents may be amended by the Trustees from time to time, as if said documents were set forth at length herein. The Parties agree that the Employees Security Fund of the Electrical Products Industries is a necessary and essential part of this Agreement.
3. The Parties hereby agree and acknowledge that the Combined Pension Funds Account, as the Administrator of the Fund is authorized to take all actions necessary and to commence all lawsuits against an Employer pursuant to the Employees Retirement Income Security Act (hereinafter ERISA) Section 502 who fails to make all contributions to the Fund.
4. All contributions and payments to the Employees Security Fund of the Electrical Products Industries shall be made by the Employer. The plan shall be non-contributory on behalf of the bargaining unit Employees.
 - a. The Employer shall contribute to the Fund, on a weekly basis, a sum equal to eight and one half (8.5%) percent of the gross weekly wages of all Employees covered by this Agreement from their date of hire.
 - b. In addition, the Employer shall also contribute to the Fund, on a weekly basis, a sum equal to six (6%) percent of the gross weekly wages of all Employees covered by this Agreement from their date of hire in order to provide the Plan B schedule of health and welfare benefits.
 - c. The contributions referred to in (a) and (b) shall be paid each week to the Fund, together with fully completed payroll reports within seven (7) days of the end of the payroll period. The payroll reports shall indicate each Employee's name, social security number, hourly rate, total hours worked during the week, gross wages, and amount of the required plan contributions. A fully completed payroll report must contain all the above listed information and be signed by an authorized officer of the contributing Employer.
 - d. For purposes of this article, the term "wages" shall mean an Employee's total compensation for his or her employment with the contributing Employer, including but not limited to all straight-time and over-time pay for hours worked, plus vacation pay, bereavement pay, sick day pay, holiday pay, back pay awards or any other payment received by an Employee from an Employer, but not including bonuses and the Employer's reimbursement of the Employees' portion of FICA taxes.
 - e. All contributions and payroll reports are to be submitted weekly to the Employees Security Fund of the Electrical Products Industries, 158-11 Harry Van Arsdale Jr. Avenue, Room 307, Flushing, New York 11365.
5. The Parties hereby agree and acknowledge that the Fund is a qualified Employee benefit plan in accordance with ERISA.
6. The Parties hereby agree and acknowledge that Section 502 (g) of ERISA is incorporated in this Agreement to provide for the collection of delinquent contributions and costs related thereto as set forth in the statute.

ARTICLE IV

ANNUITY PLAN OF THE ELECTRICAL PRODUCTS INDUSTRIES

1. The Parties hereby agree that the Employer shall be a contributing Employer to the Annuity Plan of the Electrical Products Industries. All Employees covered by this Agreement shall be participants in the Annuity Plan of the Electrical Products Industries and entitled to receive all benefits provided by said Plan.
2. The Parties hereby agree and acknowledge that the Combined Pension Funds Account, as the Administrator of the Fund, is authorized to take all actions necessary and to commence all lawsuits against an Employer pursuant to the Employees Retirement Income Security Act (hereinafter ERISA) Section 502.
3. The Parties further agree that they shall be bound by the terms and conditions of the Annuity Plan of the Electrical Products Industries' Trust and Plan documents, as said documents may be amended by the Trustees from time to time, as if said documents were set forth at length herein. The Parties agree that the Annuity Plan of the Electrical Products Industries is a necessary and essential part of this Agreement.
4. All contributions and payments to the Annuity Plan of the Electrical Products Industries shall be made by the Employer. The Plan shall be non-contributory on behalf of the bargaining unit Employees.
5. An Employee shall first become eligible to be a participant in the Annuity Plan and the Employer shall commence making contributions to the Annuity Plan on behalf of an Employee as of the Employee being employed 18 months by one or more contributing Employers, parties to this Agreement.
6. The Employer, on behalf of each of its Employees who participate in the Annuity Plan, shall contribute the following amounts for each day worked by the Employee. For purposes of this paragraph "day worked" includes all days an Employee actually works except that if an Employee voluntarily leaves before the end of the work day other than for Union business, or if an Employee is late two hours or more, then no payment shall be made for such Employee for such day. In addition, annuity will be paid for holidays.
 - a) For the period commencing July 1, 2001 and ending June 30, 2002, the Employer shall contribute one dollar (\$1.00) for each Employee for each day worked.
 - b) For the period commencing July 1, 2002 and ending June 30, 2004, the Employer shall contribute four dollars (\$4.00) for each Employee for each day worked.
7. The aforesaid Employer contributions under paragraph 6 hereof shall be credited to the individual account of each participant.
8. All contributions, made payable to the Annuity Plan of the Electrical Products Industries, are to be submitted weekly within seven (7) days from the end of the payroll period and shall be reflected on the green reporting form which is submitted weekly to the Employees Security Fund of the Electrical Products Industries, 158-11 Harry Van Arsdale Jr. Avenue, Room 307, Flushing, New York 11365.

ARTICLE V

JOINT INDUSTRY BOARD OF THE ILLUMINATION PRODUCTS INDUSTRY

It is agreed that the Joint Industry Board of the Illumination Products Industry Agreement, by and between the Employers and Local Union No. 3, I.B.E.W., as amended and restated effective 7/22/97, and all its provisions, now in full force and effect, are and shall be considered a necessary and essential part of this Agreement with the same force and effect as though the Joint Industry Board Agreement were herein set forth at length and made part thereof.

- (a) It is further agreed that this Agreement shall not be or become operative and effective insofar as any contracting Employer is concerned, until and unless such Employer agrees to become bound to the provisions of the Joint Industry Board Agreement and that any violation by any Employer of the Provisions of the Joint Industry Board, shall be deemed to be and shall constitute a violation of the provisions of this Agreement.

PROCEDURE OF GRIEVANCES

- (b) Should a dispute arise as to the meaning or application of the provisions of the Agreement, such grievances shall be adjusted according to the following steps:
 1. By the Shop Steward or Shop Committee and the Employer.
 2. By the Business Representative of the Union, the Employer and the Executive Secretary of the Joint Industry Board.
 3. By the Joint Industry Board upon written application of the Union, the Employer, or Employee. The decision of the Joint Industry Board shall have the full force and effect of an arbitration award pursuant to the laws of the State of New York, and shall be final and binding upon both parties.
 4. Any Employee discharged by the Employer and then reinstated by the Joint Industry Board, is to be returned to work of a similar nature at the same hourly wage with back pay, if so decided by the Joint Industry Board.

PROVISIONS NOT SUBJECT TO ARBITRATION

- (c) Scale of wages set forth in this Agreement. Overtime and holiday rates.

ARTICLE VI

EDUCATIONAL AND CULTURAL TRUST FUND

1. The parties hereby agree that the Employer shall be a contributing Employer to the Educational and Cultural Trust Fund of the Electrical Industry as administered by the Joint Industry Board of the Electrical Industry. All Employees covered by this Agreement shall be participants in the Educational and Cultural Trust Fund of the Electrical Industry and entitled to receive all benefits provided by said Fund.
2. The parties further agree that they shall be bound by the terms and conditions of the Educational and Cultural Trust Fund of the Electrical Industry, as said documents may be

amended from time to time as if said documents were set forth at length herein. The parties agree that the Educational and Cultural Trust Fund of the Electrical Industry is a necessary and essential part of this Agreement.

3. The Parties hereby agree and acknowledge that the Joint Industry Board of the Electrical industry, as the Administrator of the Fund is authorized to take all actions necessary and to commence all lawsuits against an Employer pursuant to the Employees Retirement Income Security Act (hereinafter ERISA) Section 502.
4. All contributions and payments to the Educational and Cultural Trust Fund of the Electrical Industry shall be made by the Employer. The Plan shall be non-contributory on behalf of the bargaining unit Employees.
5. The Employer shall contribute to the Fund, on a weekly basis, within seven (7) days from the end of the payroll period, a sum equal to one half of one percent (1/2%) of the gross weekly wages of all Employees covered by this Agreement from their date of hire.
6. For purposes of this article, the term "wages" shall mean an Employee's total compensation for his or her employment with the contributing Employer, including but not limited to all straight-time and over-time pay for hours worked, vacation pay, bereavement pay, sick day pay, holiday pay, back pay awards or any other payments received by an Employee from an Employer, but not including bonuses and the Employer's reimbursement of the Employee's portion of FICA taxes.
7. The Parties hereby agree and acknowledge that the Fund is a qualified Employee benefit plan in accordance with ERISA.
8. The Parties hereby agree and acknowledge that Section 502 (g) of ERISA is incorporated in this Agreement to provide for the collection of delinquent contributions and costs related thereto as set forth in the statute and/or the Plan.
9. The contributions shall be paid each week to the Educational and Cultural Trust Fund of the Electrical Industry and shall be reported in the space provided on the green contribution reporting form submitted weekly to the Employees Security Fund of the Electrical Products Industries, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, New York 11365.

ARTICLE VII

ADDITIONAL SECURITY BENEFITS FUND

1. The Parties hereby agree that the Employer shall be a contributing employer to the Additional Security Benefits Fund of the Electrical Industry as administered by the Joint Industry Board of the Electrical Industry. All Employees covered by this Agreement shall be participants in the Additional Security Benefits Plan of the Electrical Industry and entitled to receive benefits from said Fund.

2. The Parties further agree that they shall be bound by the terms and conditions of the Additional Security Benefits Fund of the Electrical Industry, as said documents may be amended from time to time as if said documents were set forth at length herein. The Parties agree that the Additional Security Benefits Fund of the Electrical Industry is a necessary and essential part of this Agreement.
3. The Parties hereby agree and acknowledge that: a) the Fund is a qualified employee benefit plan in accordance with ERISA, b) the Joint Industry Board, as the Administrator of the Funds, is authorized to commence all lawsuits on behalf of the Funds and c) Section 502.(G) of ERISA is incorporated in this Agreement to provide for the collection of delinquent contributions.
4. All contributions and payments to the Additional Security Benefits Fund of the Electrical Industry shall be made by the Employer. The Plan shall be non-contributory on behalf of the bargaining unit Employees.
5. A new Employee hired on or after July 1, 2001 shall first become eligible to be a participant in the Additional Security Benefits Fund and the Employer shall commence making contributions to the Additional Security Benefits Fund on behalf of the Employee as of the Employee being employed twelve (12) months by one or more contributing Employers, parties to this agreement.
6. The Employer, on behalf of each of its Employees who participate in the Additional Security Benefits Fund, shall contribute the following amounts for each day worked by the Employee. For the purpose of this paragraph "day worked" includes all days an Employee actually works, **except** that if an Employee voluntarily leaves before the end of the work day other than for Union business, or if the Employee is late two hours or more, then no payment shall be made for the Employee for that day. Contributions shall be paid for holidays.
 - (a) For the period commencing July 1, 2001 and ending June 30, 2002, the Employer shall contribute four dollars (\$4.00) for each Employee for each day worked. Three dollars (\$3.00) of the four dollars (\$4.00) shall be diverted from the annuity contribution for this period only.
 - (b) For the period commencing July 1, 2002 and ending June 30, 2003, the Employer shall contribute two dollars (\$2.00) for each Employee for each day worked.
 - (c) For the period commencing July 1, 2002 and ending June 30, 2003, the Employer shall contribute three dollars (\$3.00) for each Employee for each day worked.New employees hired on or after 7/1/2001 shall be eligible to participate after 12 months of employment by one or more of the contributing Employers, party to this agreement.
7. The aforesaid Employer contributions under paragraph 6 hereof shall be credited to the individual account of each participant.
8. The contributions referred to in paragraph 6 shall be paid each week, within seven (7) days from the end of the payroll period, together with the submission of fully completed reports at the Joint Industry Board of the Electrical Industry at 158-11 Harry Van Arsdale Jr. Avenue, Flushing, New York, 11365. The payroll reports shall indicate each Employee's name, social security number, hourly rate, total hours worked during the week, gross wages

and amount of the required Plan contributions. A fully completed payroll report must contain all of the above listed information and be signed by an authorized officer of the contributing Employer.

ARTICLE VIII

CONTRIBUTION REPORTS: Contribution reports and payments to the Security Fund, the Annuity Plan, and the Joint Industry Board are to be forwarded weekly by the Employers and are to reach the Combined Pension Funds Account office not later than seven (7) days following the regular pay day. Failure to do so shall constitute a violation of this Agreement.

ARTICLE IX

WORK STOPPAGE: It is understood and agreed by both parties that a stoppage of work through strike or lockout in any shop prior to a hearing by the Joint Industry Board shall be considered a violation of this Agreement.

ARTICLE X

FUNCTIONS OF MANAGEMENT: The Union recognizes the Employer's right to operate his plant with the most efficient machinery, production methods and safety procedures, and to that end it is mutually agreed between both parties, that the Employer may in his sole discretion use such equipment, methods of processing as he deems best and fitting for the manufacture of his products. Nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management, it being agreed that the Employer has the sole and exclusive right to manage the affairs of his business, provided that such management is not inconsistent with or contrary to any of the provisions of this Agreement.

ARTICLE XI

NON-DISCRIMINATION: The Company and Union agree that neither they nor any of their servants, agents, members or representatives will discriminate, either directly or indirectly, in any manner whatsoever, for reason of race, color, creed, religion, age, sex, or national origin.

ARTICLE XII

CHANGES AND AMENDMENTS: Should either Party to this Agreement desire to change or amend any article in this Agreement, notice in writing specifying the change or amendment desired must be given to the other party not less than sixty (60) days prior to date when such change or amendment is desired.

ARTICLE XIII

AGREEMENTS WITH NEW EMPLOYERS: Copies of all new Agreements signed between Local Union No. 3, and any new manufacturer in the Illumination Products Industry will be submitted to the Joint Industry Board after such Agreements are executed.

ARTICLE XIV

HEALTH, SAFETY AND SERIOUS ACCIDENTS: Safe, healthful and other satisfactory working conditions shall be provided for all Employees, which conditions shall, as a minimum, comply with the highest standards respecting sanitation, cleanliness, light and safety in accordance with the Labor Laws of the State of New York and more particularly its provisions relative to factories and with Labor Laws of all states wherein a factory or shop provided for herein is located.

- (a) The Employers and the Union recognize their joint responsibility for the elimination of industrial accidents. The Employers will adopt and the Employees agree to use such safety devices as will be furnished. Failure on the part of the Employers and Employees to cooperate in this program will be brought to the attention of the Joint Industry Board for review and adjudication.
- (b) An Employee is not permitted to have in his possession during working hours any electronic devices such as pagers, beepers, cellular phones, radios or the like.

ARTICLE XV

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XVI

The Employer and the Union, signatories to the signing of this Agreement, shall and do agree to abide by and carry out the rules and regulations set forth therein.

ARTICLE XVII

It is hereby understood and agreed upon that all shops covered by this Agreement shall remain in the tri-state area of New York, New Jersey and Connecticut during the life of this Agreement.

ARTICLE XVIII

Any violation of the terms and conditions of this Agreement, by any individual Employer shall be sufficient cause to declare the individual Employer unfair to the Union after a hearing by the Joint Industry Board.

ARTICLE XIX

It is understood that the Union is affiliated with the I.B.E.W., and that if any Employer who is party of this Agreement shall violate or annul an agreement with another Local Union affiliated with the I.B.E.W., such Employer, corporation, or firm shall be deemed to have violated this Agreement.


ARTICLE XX


This Agreement is made subject to the approval of the President of the International Brotherhood of Electrical Workers. This Agreement expressed the intentions of the parties to this Agreement and supersedes all prior drafts, memorandums or Agreements.

AD HOC COMMITTEE FOR THE LIGHTING MANUFACTURERS GROUP

Signed by 
Emma Price, Chairperson

LOCAL UNION NO. 3, I.B.E.W.

Signed by 
Thomas Van Arsdale, Business Manager

Signed by 
Thomas A. Scotland, Business Representative

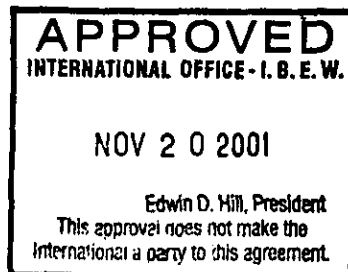
Accepted _____
Company Name

Date

By: _____
Name

Title

Approval of President of International Brotherhood of Electrical Workers



Edwin D. Hill, President