

**LOCAL UNION NO. 124 I.B.E.W.
VACATION & HOLIDAY TRUST FUND**

SUMMARY PLAN DESCRIPTION

March 1, 1999

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Dear Participants:

We are pleased to distribute this booklet summarizing and describing the benefits under your Vacation & Holiday Trust Fund. The booklet summarizes how and when the benefits are provided, the procedures involved in filing an appeal and other matters concerning the operation of the Plan. Also included is information concerning the administration of the Plan and your rights as a participant.

If you have any questions, do not hesitate to call or write the Trustees.

Sincerely yours,

Board of Trustees

James A. Beem, Jr.	Kenneth C. Borden
Strady J. Anastos	James W. Lacy
Lindsey T. Hammons	Dick A. Shaw

Local Union No. 124 I.B.E.W. Vacation
& Holiday Trust Fund
305 East 103rd Terrace
Kansas City, Missouri 64114

(816) 943-0277

In order to receive your vacation and holiday benefits, you must notify the Board of Trustees of your current address.

If the Trustees do not have your current address, you may not receive your vacation and holiday benefit checks.

You must notify the Fund of your current address in writing. Forms to be mailed to the Board of Trustees naming your beneficiary in the event of your death can be obtained from the Fund Office at the address below:

Board of Trustees
Local Union No. 124 I.B.E.W. Vacation
& Holiday Trust Fund
305 East 103rd Terrace
Kansas City, Missouri 64114

**SUMMARY PLAN DESCRIPTION
LOCAL UNION NO. 124 I.B.E.W.
VACATION & HOLIDAY TRUST FUND**

The following is the Summary Plan Description of Local Union No. 124 I.B.E.W. Vacation & Holiday Trust Fund which constitutes the Plan. This Summary Plan Description accurately reflects the contents of the Plan as of March 1, 1999. The Fund provides vacation and holiday benefits to participants or beneficiaries.

ESTABLISHMENT AND ADMINISTRATION OF THE FUND. The Fund was established and is maintained pursuant to a collective bargaining agreement between the International Brotherhood of Electrical Workers, Local Union No. 124, and The Kansas City Division, Kansas City Chapter, National Electrical Contractors Association, Inc. Pursuant to contract stipulations, other Employers who are non-members of the Kansas City Division, Kansas City Chapter, National Electrical Contractors Association, Inc. also make contributions to the Fund on behalf of employees represented by the International Brotherhood of Electrical Workers, Local Union No. 124, AFL-CIO.

The Vacation & Holiday Trust Fund is maintained and administered by a Board of Trustees on which the Union and Employers are equally represented. There are three Union Trustees and three Employer Trustees on the Board. The Trustees are listed below. The Board has the primary responsibility for decisions regarding eligibility rules, time and manner of payment of benefits, administrative policies, management of Fund assets and interpretation of Plan provisions.

Although the Trustees are legally designated as the Plan Administrator, they have delegated many of the day-to-day functions to an Administrative Manager, I.B.E.W. - N.E.C.A. Benefit Center, Inc. The Administrative Manager maintains eligibility records, accounts for Employer contributions, makes benefit payments and performs other routine administrative functions under the direction of the Trustees. The Administrative Manager and Fund Office is located at:

IBEW Local Union No. 124
Benefit Trust Office
305 East 103rd Terrace
Kansas City, Missouri 64114

If you wish to contact the Board of Trustees, write to:

Board of Trustees
Local Union No. 124 I.B.E.W. Vacation
& Holiday Trust Fund
305 East 103rd Terrace
Kansas City, Missouri 64114

**THE CURRENT TRUSTEES OF THE LOCAL UNION NO. 124 I.B.E.W.
VACATION & HOLIDAY TRUST FUND ARE AS FOLLOWS:**

UNION TRUSTEES

James A. Beem, Jr.
I.B.E.W. Local Union No. 124
Post Office Box 8727
Kansas City, Missouri 64114

Strady J. Anastos
I.B.E.W. Local Union No. 124
Post Office Box 8727
Kansas City, Missouri 64114

Lindsey T. Hammons
I.B.E.W. Local Union No. 124
Post Office Box 8727
Kansas City, Missouri 64114

EMPLOYER TRUSTEES

Kenneth C. Borden
Kansas City Chapter, N.E.C.A.
4016 Washington
Kansas City, Missouri 64111

James W. Lacy
Electrical Corporation of America, Inc.
Post Office Box 18070
Kansas City, Missouri 64133

Dick A. Shaw
Shaw Electric
3600 Fuller
Kansas City, Missouri 64129

The Trustees of the Fund shall have the authority to revise, amend, interpret, construe and apply the provisions of the Amended Agreement and Declaration of Trust and any and all rules governing the Vacation & Holiday Trust Fund, including but not limited to those relating to the eligibility for, entitlement to, time of payment of benefits and/or nature and amount of benefits.

No Employer, Employer Association or Union, nor any representative of any Employer, Employer Association or Union, is authorized to interpret this Plan on behalf of the Board nor can an Employer, Employer Association or Union act as an agent of the Board of Trustees.

As required by law, an independent auditor examines the financial records each year and certifies them as to their accuracy, completeness and fairness. In addition, the Trustees are required to submit annual financial statements and other reports to the United States Department of Labor and the Internal Revenue Service. These reports are available for inspection at the offices of the Board of Trustees during normal business hours.

UMB Bank is the depository for the Fund, and benefits are paid from an account at UMB Bank. The Fund also maintains an account at UMB Bank, out of which administrative expenses are paid.

Contributions are deposited as received in a money market fund in UMB Bank. All expenses incurred to administer the Fund are paid out of amounts derived from investments in money market funds and other short term investments and from monies accumulated through participants' benefit checks being returned undelivered,

and uncashed checks which have been canceled. If these sources are not adequate to pay the administrative expenses of the Fund, the Board of Trustees may charge each individual participant's account with a proportionate share of such expenses.

INFORMATION REGARDING CONTRIBUTING EMPLOYERS AVAILABLE TO PARTICIPANTS AND BENEFICIARIES. Participants and beneficiaries may receive from the Board of Trustees, upon written request, information as to whether a particular Employer is a Plan sponsor or makes contributions to the Fund and, if the Employer is a Plan sponsor or makes such contributions, the address of the Employer.

ELIGIBILITY AND EMPLOYER CONTRIBUTIONS. Contributions are made to the Fund on behalf of employees working under collective bargaining agreements between their Employer and the International Brotherhood of Electrical Workers, Local Union No. 124, which require such contributions. Contributions are due from the Employer on the basis of a certain amount for each hour worked by the employee under the collective bargaining agreement. The contribution amount is set out in the collective bargaining agreement. Withholding taxes and FICA on the contributions are deducted from the gross pay by the Employer before the contributions are sent to the Fund.

TIME AND MANNER OF PAYMENT OF VACATION BENEFITS. Once each year on November 15, each participant shall be issued a vacation benefit check based on the amount of straight time wages the participant earned in the vacation eligibility year which shall be September 1 through August 31. The amount of the check shall be the amount contributed in his/her behalf by his/her Employers for the vacation benefit during the eligibility year, less administration expense, if any.

TIME AND MANNER OF PAYMENT OF HOLIDAY BENEFITS. Four times each year on September 15, December 15, March 15 and June 15, each participant shall be issued a holiday benefit check based on the amount of straight time wages the participant earned in the holiday eligibility quarter which shall be March, April and May for the September 15 payment; June, July and August for the December 15 payment; September, October and November for the March 15 payment; and December, January and February for the June 15 payment. The amount of the check shall be the amount contributed in his/her behalf by his/her Employers for the holiday benefit during the eligibility quarter, less administration expense, if any.

NO WRITTEN APPLICATION FOR BENEFITS NECESSARY. Although a participant does not need to make written application for vacation and holiday benefits, each participant is responsible for notifying the Board of Trustees of his/her current address so that the annual benefits may be mailed by the Fund Administrator directly to each participant at his/her home address.

LATE EMPLOYER CONTRIBUTIONS. If the Employer has failed to remit the correct amount of contributions due on the participant's behalf, the Board of Trustees will make every reasonable effort to collect all of the contributions due and remit them to the participant. However, the Fund will pay only the amount of benefits actually received from the Employer for each individual participant account.

TIME OF VACATION BENEFIT PAYMENTS. Vacation benefit checks will be issued to participants only on November 15, except for late Employer contributions as stated above. No emergency payments will be made to any participant.

UNDELIVERED OR UNCASHED BENEFIT CHECKS WILL BE CANCELED AFTER NINETY (90) DAYS AND MAY BE USED TO PAY ADMINISTRATIVE EXPENSES. Any checks not delivered to participants and returned to the Bank or the Board of Trustees or any checks not cashed within ninety (90) days of the date of the check will be canceled and the monies deposited in the administrative account of the Fund. Such monies may be used for the payment of unclaimed benefits after two years. No claims for benefits will be accepted more than seven (7) years after the benefit payment date.

ADMINISTRATIVE EXPENSES IN EXCESS OF INCOME AND UNDELIVERED OR UNCASHED CHECKS. In the event that administrative expenses or other proper expenses exceed the income of the Fund plus undelivered or uncashed vacation and holiday checks, the Board of Trustees may charge each individual participant's account with a proportionate share of such expenses.

UNDELIVERED OR UNCASHED BENEFIT CHECKS AFTER TWO YEARS. If for any reason the vacation and holiday benefits of a participant are not claimed by a participant after two years, the participant may obtain such benefits by writing to the Board of Trustees at the above address requesting payment of such benefits and stating his/her address, Social Security Number and the year in which he/she claims he/she did not receive vacation and holiday benefits. If those benefits have not been used for administrative expenses, a check for the amount credited to the participant's account for that year will be mailed to him/her after verification by the Board of Trustees. The same procedure will be followed where checks are uncashed for over ninety (90) days and thereafter canceled.

EXTRA DIVIDENDS. If there is an excess of interest accumulated over administrative expenses, the Trustees will review such balance to determine if there are sufficient monies available to declare an extra dividend to participants covered under the Plan on the date the dividend is declared. Each such participant shall receive a pro rata share of the dividend as determined by a formula based on the amount of vacation credit he/she had accumulated during the preceding vacation year.

ASSIGNMENT OR ALIENATION OF BENEFITS IS PROHIBITED. No benefits under the Vacation & Holiday Trust Fund and each and every beneficiary of the Vacation & Holiday Trust Fund shall be without power, voluntarily or involuntarily, to sell, mortgage, pledge, hypothecate, assign, alienate, anticipate, transfer or convey any interest in the Vacation & Holiday Trust Fund or the property constituting the Vacation & Holiday Trust Fund or the income or payments from the Vacation & Holiday Trust Fund until the same is actually paid into his or her hands, and no interest of any beneficiary, or to judgment, levy, execution, sequestration, attachment, bankruptcy proceedings or other legal or equitable process.

DEATH OF A PARTICIPANT--BENEFICIARY PROVISIONS. If a participant dies prior to receiving his/her vacation and holiday benefits, his/her designated beneficiary shall deliver a copy of the death certificate to the Board of Trustees. Upon receipt of the death certificate, the payment of vacation and holiday benefits shall be made to the designated beneficiary in accordance with the provisions set forth below. Upon death of the participant vacation and holiday benefits shall be paid to the beneficiary on the regular pay dates.

The participant may designate any person as his/her beneficiary. Forms may be obtained by calling or writing the Board of Trustees. If no beneficiary has been designated by the participant in writing or if the designated beneficiary dies before receiving the benefits, then the vacation and holiday benefits shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries, any distribution to two or more persons to be made in equal shares: the participant's (1) surviving spouse, (2) children, (3) parents, (4) brothers and sisters, (5) estate.

If a participant designates a spouse as a beneficiary and is subsequently legally divorced from said spouse, the designation will be deemed null and void as of the date of the divorce from said spouse. Such participant may subsequently designate any beneficiary he/she chooses, including the spouse from whom he/she was divorced. In the event no designation of beneficiary is made subsequent to the divorce, all of the benefits, or the portion for which the spouse was eligible, shall be paid in accordance with the above provisions relating to having no beneficiary designation on file.

BENEFITS PAID UPON RETIREMENT. When a participant retires, he/she shall receive his/her vacation and holiday benefits on the scheduled pay dates until all benefits are paid.

The participant must inform the Board of Trustees of his/her current address so that the vacation benefit check and holiday benefit checks can be mailed to him/her. Benefit checks which are returned because the participant cannot be located will be placed in the administrative account and, if necessary, may be used to pay administrative expenses of the Fund.

CLAIMS PROCEDURE AND CLAIMS REVIEW PROCEDURE. As stated above, it is not necessary for a participant to make an application for annual benefits for vacation and holiday benefits.

In the event, however, a claim is made for late payment of vacation-holiday benefits, or a claim is made by a beneficiary, or a claim is made that the amount of the vacation and holiday benefits is not correct, or a claim is made that such benefits were denied or not paid the participant for any other reason, then the participant or beneficiary should file a written claim with the Board of Trustees which must be approved or denied within ninety (90) days after receipt unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the participant prior to the termination of the initial ninety-day period. In no event shall such extension exceed a period of ninety days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Trustees expect to render a final decision.

If a claim is denied in whole or in part, the participant shall be provided a written notice setting forth in a manner calculated to be understood by the participant the following:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent Plan provisions on which the denial is based;
3. A description of any additional material or information necessary for the participant to perfect the claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if the participant or beneficiary desires to submit his/her claim for review.

If the notice of the denial of a claim is not furnished in accordance with the above, the claim shall be deemed denied for the purpose of proceeding to the review stage described below.

DENIED CLAIMS REVIEW PROCEDURE. If a claim is denied in full or in part, a participant or his/her duly authorized representative may request a review of the denial of the claim to the Board of Trustees which has authority to make the final decision on review. The Board will conduct a full and fair review. **The request for review must be made by written application within sixty (60) days after receipt by the participant of written notification of denial of a claim.**

No requests for review shall be considered by the Board subsequent to the sixty (60)day period.

A participant or his/her duly authorized representative may, in writing:

1. Request a review of the denial of such a claim upon written application to the Fund;
2. Review and copy pertinent documents; and
3. Submit issues and comments in writing.

As part of such written request for review, a participant may request a hearing before the Board.

If a hearing is not requested, the Board shall make a prompt decision on the review of the claim and shall notify the participant of the decision within sixty (60) days after receipt of the request for review unless special circumstances, such as the need to hold a hearing, requires an extension of time for processing, in which case a decision shall be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of a request for review.

A decision shall be made by the Board no later than the date of the regularly scheduled meeting of the Board which immediately follows the Fund's receipt of request for review unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Fund's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a decision shall be rendered not later than the third meeting of the Board following the Fund's receipt of the request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the participant prior to the commencement of the extension.

The decision on review or upon hearing shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the participant as well as specific references to the pertinent Plan provisions on which the decision is based. The decision on review or upon hearing shall be furnished to the participant within the times set forth above. If the decision is not furnished within such time, the claim shall be deemed denied on review.

The Board shall have the authority to interpret, construe and apply all terms of the Summary Plan Description, the Amended Agreement and Declaration of Trust (and as amended hereafter) and/or any rules and regulations established by the Trustees including, but not limited to, provisions concerning eligibility for, entitlement to and/or nature, time of payment of benefits and amount of benefits, in reaching a decision on the claimant's request for review of the denial of the claim.

HEARING PROCEDURE. The following procedures are established for hearings by the Board of Trustees:

1. The participant and/or a duly authorized representative shall be afforded an opportunity to appear before the Board and shall have the right and opportunity to examine witnesses, produce documents and other evidence material to the claim.
2. The proceedings of the hearing shall be preserved by means of tape recordings, stenographic or court reporter's records.
3. In conducting the hearing, the Board shall not be bound by the usual common law or statutory rules of evidence.
4. The participant or his/her representative shall have the right to review the tape recording of the hearing and obtain a reproduced copy thereof and obtain a copy of all documents and records introduced or referred to. The cost of copies of documents shall be \$.25 per page. The tape recording will be furnished for the actual cost of the tape cassette.
5. There shall be copies made of all documents and records introduced at the hearing, and same shall be attached to the record of the hearing and made a part thereof. In lieu of attaching copies of the documents and records, references may be made to them on the tape recording, and same shall be retained in the participant's claim file.
6. All information upon which the Board bases its decision shall be disclosed to the participant or his/her representative at the hearing.

7. In the event that additional evidence is introduced by the Board which is not made available to the participant prior to the hearing, the participant shall be granted a continuance of so much time as he/she desires, not to exceed thirty (30) days. (For purposes of this section, evidence discovered upon examination of the participant's own witnesses shall not be considered "new evidence".)
8. The participant shall be afforded the opportunity of presenting any evidence in his/her behalf. If the participant offers new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so that the Board may investigate and determine whether additional evidence or the participant's new evidence shall be considered.

The written decision of the Board shall be final, binding and conclusive upon the participant. All review procedures described above must be followed and exhausted before a participant may institute any legal action, including an action or proceeding before any court, administrative agency or arbitrator.

TERMINATION OF FUND. The Local Union No. 124 I.B.E.W. Vacation & Holiday Trust Fund may be terminated by an instrument in writing executed by all the Trustees and the parties hereto.

In the event of the termination of the Fund, the Trustees shall apply the assets of the Fund to pay or provide for the payment of any and all obligations of the Fund and shall distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of the Fund; provided, however, that no part of the corpus or income of the Fund shall be used for or diverted to purposes other than for the exclusive benefit of the participants and beneficiaries or the administrative expenses of the Fund or for other payments in accordance with the provisions of the Amended Agreement and Declaration of Trust. Under no circumstances shall any portion of the corpus or income of the Fund, directly or indirectly, revert or accrue to the benefit of the Employers, the Association or the Union.

STATEMENT OF ERISA RIGHTS. The following statement of ERISA rights is required by federal law and regulations:

As a participant in the Local Union No. 124 I.B.E.W. Vacation & Holiday Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Fund participants shall be entitled to:

Examine, without charge, at the Board of Trustees' office and at other specified locations, such as the office of the Fund Attorney, all Fund documents, collective bargaining agreements and copies of all documents filed by the Fund with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Fund documents and other Fund information upon written request to the Board of Trustees. The Board of Trustees may make a reasonable charge for the copies.

Receive a summary of the Fund's annual financial report. The Board of Trustees is required by law to furnish each participant with a copy of the Summary Annual Report.

In addition to creating rights for Fund participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Fund, called "Fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Fund participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining vacation-holiday benefits or exercising your rights under ERISA. If your claim for vacation-holiday benefits 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 Fund and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to \$100.00 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Fund fiduciaries misuse the Fund's money or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U. S. Department of Labor, Pension and Welfare Benefits Administration.

IMPORTANT FACTS ABOUT THE FUND

FISCAL YEAR OF THE FUND:

The fiscal year for the Vacation & Holiday Trust Fund begins on the first day of September of one year and ends on the thirty-first day of August, of the following year.

EMPLOYER IDENTIFICATION NUMBER:

43-090922

PLAN NUMBER:

503

AGENT FOR SERVICE OF LEGAL PROCESS:

Mr. Michael G. Newbold
ARNOLD, NEWBOLD, WINTER & JACKSON, P.C.
1125 Grand Boulevard, Suite 1600
Kansas City, Missouri 64106-2503
(816) 421-5788

(Service of process may also be made upon a Trustee.)

ATTORNEY FOR THE FUND:

Mr. Michael G. Newbold
ARNOLD, NEWBOLD, WINTER & JACKSON, P.C.
1125 Grand Boulevard, Suite 1600
Kansas City, Missouri 64106-2503
(816) 421-5788