

St. Louis Painters Vacation Plan and Trust

# Summary Plan Description

July 1, 2023

## TABLE OF CONTENTS

Definitions .....	4
Participation .....	5
Contributions to the Plan .....	5
Benefits Provided and Claims Procedures .....	5
Payment to Beneficiaries of Deceased Employees .....	7
General Information .....	8
Appeal Procedures .....	10
ERISA Statement Requirements .....	11
Interpretation of Plan Documents .....	13
Termination and Amendment of the Plan .....	13

**SUMMARY PLAN DESCRIPTION  
ST. LOUIS PAINTERS  
VACATION PLAN AND TRUST**

**FUND OFFICE ADDRESS**

13801 Riverport Drive, Suite 501  
Maryland Heights, Missouri 63043

Telephone: (314) 656-1072

EIN: 43-0447250

Plan Number: 503

**BOARD OF TRUSTEES**

**Union Trustees**

Carl Farrell  
Joseph Mueller  
Rich Lucks

**Employer Trustees**

Joseph Keipp  
Mark Borgmann  
Walter Bazan, Jr.

**THIRD PARTY ADMINISTRATOR**

BeneSys, Inc.  
13801 Riverport Drive, Suite 501  
Maryland Heights, Missouri 63043  
Telephone: (314) 656-1072

**FUND LEGAL COUNSEL**

Hartnett Reyes-Jones, LLC  
4399 Laclede Avenue  
St. Louis, Missouri 63108

**PARTICIPANT WEBSITE**

[www.paintersdc2benefits.org](http://www.paintersdc2benefits.org)

## DEFINITIONS

**“Beneficiary”** means the person or persons entitled to payment of a Participant’s accrued vacation benefits in the event of the death of the Participant.

**“Collective Bargaining Agreement”** means a contract between the Union and an Employer which deals with wages, hours and other terms and conditions of employment of Employees.

**“Contributions”** means amounts withheld from an Employee’s wages by an Employer for vacation benefits and paid to the Fund pursuant to the terms of a Collective Bargaining Agreement or other written agreement. “Contributions” shall also mean any amounts paid to the Fund on an individual’s behalf pursuant to a valid reciprocal agreement.

**“Employee”** means an individual covered by a Collective Bargaining Agreement or other written agreement that requires the individual’s Employer to withhold part of the individual’s wages and pay the amount withheld into the Fund.

**“Employer”** means any employer who has agreed in a current, existing written Collective Bargaining Agreement or other written agreement to make Contributions to the Fund on behalf of its Employees who are or may become Participants. The Union and/or the Finishing Trades Institute of Midwest (“FTI”) may also be included within the term “Employer,” as used herein, with regard to the Employees for whom such entity has agreed in writing to make Contributions to the Fund.

**“Fund”** means the St. Louis Painters Vacation Fund, which shall consist of all Contributions received, together with income earned from those Contributions and any other property received or receivable and held by the Trustees for the uses, purposes and trusts set forth in the St. Louis Painters Vacation Plan and Trust.

**“Participant”** means any person who is employed by an Employer in a position for which Contributions are made to the Fund on his/her behalf pursuant to the terms of a Collective Bargaining Agreement or other written agreement. The term “Participant” also means any person on whose behalf the Fund receives Contributions pursuant to a valid reciprocal agreement.

**“Plan”** means the St. Louis Painters Vacation Plan and Trust Agreement (Restated Effective July 1, 2001), and any amendments thereto.

“**Union**” means the Painters District Council No. 58 or any of the painters’ local unions which are under the jurisdiction of the Painters District Council No. 58.

### **PARTICIPATION**

The Plan is an ERISA welfare plan designed to provide vacation benefits for any individual working in a position for which Contributions are made to the Fund on his/her behalf. An individual shall become a Participant in the Fund immediately once the Fund receives Contributions on his/her behalf. An individual shall cease to be a Participant in the Fund when all benefits attributable to the Participant have been paid to the Participant or his/her Beneficiary, or the Participant’s benefit has been forfeited.

Plan benefits are furnished in accordance with the terms of the Plan.

### **CONTRIBUTIONS TO THE PLAN**

The Plan is funded by Contributions and earnings thereon.

Employers calculate the Contributions owed to the Fund for each Employee by multiplying the number of hours worked by the Employee times the hourly rate provided for by the applicable Collective Bargaining Agreement(s) or other written agreement(s). All such Contributions to the Fund shall be made after the Employee’s Employer first withholds from his/her take-home pay all monies required by law to be withheld from wages, considering the Contributions to the Fund as part of wages. Participants will receive periodic status slips showing the number of hours reported on their behalf and identifying the Employers reporting those hours. It is each Participant’s duty to check the hours reported on his/her behalf and verify that those hours are correct. Participants should contact the Fund Office immediately if they feel the number of hours reported on their behalf is incorrect.

From time to time, the Fund receives Contributions from other ERISA multiemployer plans pursuant to the terms of a reciprocal agreement. Participants will receive periodic status slips from the Fund showing the Contributions received on their behalf and identifying where those Contributions came from. It is each Participant’s duty to check his/her periodic status slip and verify that all Contributions have been submitted to the Fund.

### **BENEFITS PROVIDED AND CLAIMS PROCEDURES**

A Participant will be entitled to a vacation benefit from the Fund each year equal to his/her account balance at the time of disbursement. A Participant’s account balance at the time

of disbursement shall be equal to the Contributions paid into the Fund on the Participant's behalf for the twelve (12)-month period ending on October 31 of the current calendar year, minus the portion of the Contributions that have been set aside to cover administrative costs as established by the Trustees.

Vacation benefits are distributed annually in December, with a delinquent vacation benefit distribution in February for any late vacation monies received. Vacation monies received after the cut-off date for the delinquent vacation benefit distribution in February will not be distributed until the next December distribution. Currently, the Fund offers the following three alternatives for receiving vacation benefits during the December distribution:

1. Direct Deposit: The vacation benefit for a Participant with a valid direct deposit authorization form on file with the Fund will be direct deposited into the checking/savings account set out on the Participant's direct deposit authorization;
2. Pick-Up: The vacation benefit check for a Participant who does not have a valid direct deposit authorization form on file with the Fund will be available for pick-up from the Painters District Council No. 58 union hall in St. Louis, Missouri (or such other location as established by the Trustees and communicated to Participants) on the date established by the Fund; or
3. Mailing: All vacation benefits that are not distributed to Participants through options 1 and 2 above will be mailed to the Participants at the addresses on file with the Fund.

February distributions will be made by direct deposit for those Participants with a valid direct deposit authorization on file with the Fund; otherwise, the vacation benefit will be mailed to the Participant's address on file with the Fund in the form of a check.

A Participant who elects to have his/her vacation benefit direct deposited into his/her bank account under option 1 above will receive his/her vacation benefit on the earliest possible date. Typically, vacation benefits distributed under option 1 above will be received by Participants on the first business day of the distribution month, which will be approximately one to two weeks prior to the date vacation benefits will be received by Participants receiving their vacation benefits under options 2 or 3 above. The exact dates for the different methods of distribution will vary slightly from year to year since distributions are not made on holidays or weekends. Participants who wish to receive their vacation benefit by direct deposit, but do not have a valid direct deposit authorization form on file, should contact the Fund Office for assistance.

**Please note:** Direct deposit information will remain in effect until the Fund Office is notified in writing that there has been a change to the direct deposit account or that the Participant no longer wishes to receive benefits by direct deposit.

Any claim for benefits under this Plan must be made within three (3) years of the date on which such benefits first became payable. If the amount in a Participant's vacation benefit account cannot be distributed within 3 years for any reason, including but not limited to the Participant's failure to cash a vacation benefit check provided to him/her, the Participant's benefit shall be forfeited; thus, the Participant shall be deemed to have elected to contribute that amount to the Fund for purposes of providing Plan benefits to Participants and their Beneficiaries. These purposes may include, but are not limited to, defraying the cost of maintaining the Plan or, at the sole discretion of the Trustees, providing benefits to Participants who would otherwise be deprived of benefits because of the failure of an Employer to remit required Contributions to the Fund. However, if after a Participant's benefit has been forfeited and deemed to have been contributed to the Fund, that individual is able to establish to the satisfaction of the Board of Trustees that the individual has a valid claim for unpaid vacation benefits and provides any requested documentation in support of that claim, the unpaid vacation benefits will be paid to the individual. The Fund will pay any replacement benefits at the face value of the original vacation benefit without interest.

The Fund expects to pay benefits solely to Participants or Beneficiaries as benefit amounts become due under the Plan. Accordingly, the interest of a Participant or Beneficiary in his/her benefits may not be alienated (i.e. sold, used as collateral for a loan, given away or otherwise transferred, assigned, mortgaged, encumbered or pledged). Also, creditors may not attach, garnish or otherwise interfere with the benefits of any Participant or Beneficiary; however, if at the time a Participant or Beneficiary is entitled to receive a benefit from the Plan, the Fund has been served by a third party with any lien, judgment, order, garnishment, executive levy or other legal notice of any kind which requires payment to said third party, or the Fund has a written authorization from the Participant authorizing the Trustees to deduct from his/her vacation check and pay to the Union any and all money owed to the Union for dues, assessments, fines and initiation fees, the Fund will pay any benefits due and owing to said Participant or Beneficiary in accordance with the terms of said lien, judgment, order, garnishment, executive levy or other legal notice or written authorization.

### **PAYMENT TO BENEFICIARIES OF DECEASED EMPLOYEES**

In the event of a Participant's death, the Trustees shall immediately demand from the Participant's Employer(s) payment of all unpaid Contributions due on the Participant's behalf. Upon such demand, the Employer(s) shall immediately pay the full amount of the

Participant's unpaid Contributions to the Trustees. A Participant's Beneficiary shall be the beneficiary designated by the Participant which is on file in the records of the St. Louis Painters Welfare Plan. If no beneficiary designation is on file with the St. Louis Painters Welfare Plan, or the designated beneficiary has not survived the Participant, the Participant's Beneficiary shall be determined as follows:

1. First, to the Participant's spouse, if living. If the Participant does not have a spouse or if the Participant's spouse has predeceased the Participant, then
2. Second, to the Participant's child or children, if living, in equal shares. If the Participant does not have any living children, then
3. Third, to the Participant's legal representative.

Any Beneficiary who is entitled to receive the deceased Participant's unpaid vacation benefits at the time of the Participant's death shall, as soon as reasonably possible, submit a written demand for payment of the vacation benefits to the Fund Office on a form provided by the Trustees. A certified copy of the death certificate of the deceased Participant must be provided with the form. Once at least seven (7) days has passed following the Fund's receipt of the form and the certified death certificate, the Trustees shall pay the deceased Participant's unpaid vacation benefits to the proper Beneficiary, as described above.

Any person(s) entitled to payment of vacation benefits earned by the deceased Participant shall not be required to wait until the December following the Participant's death before receiving payment of the vacation benefits.

### **GENERAL INFORMATION**

The Board of Trustees is the Plan Administrator and the Plan sponsor. The Board of Trustees consists of trustees appointed by the Union and trustees appointed by Employers (other than the Union and the FTI) contributing to the Plan. The Union and the Employer Trustees have equal voting power. The Board of Trustees has designated **BeneSys, Inc.** as the Third-Party Administrator of the Plan. A complete list of the Employers and employee organizations sponsoring the Plan may be obtained by submitting a written request to the Board of Trustees or the Third-Party Administrator and is available for examination by Participants and Beneficiaries at the Fund Office.

The business address and business telephone number of the Board of Trustees and the Third-Party Administrator is:

13801 Riverport Drive, Suite 501  
Maryland Heights, MO 63043  
Telephone: (314) 656-1072

Legal Counsel to the Fund, Hartnett Reyes-Jones, LLC, 4399 Laclede Avenue, St. Louis, Missouri 63108, is the Plan agent for purposes of service of process. Additionally, service of process may be made upon any one of the individual Trustees.

The Plan is established and maintained pursuant to Collective Bargaining Agreements, copies of which may be obtained by submitting a written request to the Board of Trustees or the Third-Party Administrator and are available for examination by Participants and Beneficiaries at the Fund Office.

The responsibility of the Trustees to pay vacation benefits to eligible Participants shall be limited to the Contributions actually received for the hours worked, as reported by the Employers of such Participants or by other fund(s) submitting Contributions to this Fund pursuant to a valid reciprocal agreement. It is the duty and obligation of each Participant to check and examine his/her periodic status slips distributed by the Fund Office to determine whether his/her hours/Contributions are being reported correctly. If a Participant believes the reports are not accurate, he/she should contact the Fund Office at (314) 656-1072.

The name of each Trustee of the Plan and the address of the principal place of business of each Trustee is as follows:

**UNION TRUSTEES**

Carl Farrell  
Painters District Council No. 58  
2501 59<sup>th</sup> Street  
St. Louis, Missouri 63110

Joseph Mueller  
Painters District Council No. 58  
2501 59<sup>th</sup> Street  
St. Louis, Missouri 63110

Rich Lucks  
Painters District Council No. 58

**MANAGEMENT TRUSTEES**

Joseph Keipp  
River City Drywall & Painting, Inc.  
1011 Cool Springs Industrial Dr.  
O'Fallon, Missouri 63366

Mark Borgmann  
Leach Painting Company  
1615 Manufacturers Drive  
Fenton, Missouri 63026

Walter Bazan, Jr.  
Bazan Painting Company

2501 59<sup>th</sup> Street  
St. Louis, Missouri 63110

1273 N. Price Road  
St. Louis, Missouri 63132

Contributions to the Plan are held in trust and are generally deposited in interest bearing accounts. Plan operating expenses are ordinarily paid from interest earnings unless the Plan operating expenses exceed interest earnings, in which case, the operating expenses are paid from the portion of the Contribution set aside for administrative costs as determined by the Trustees.

The Plan Year and the fiscal year for the Plan are the same and begin July 1 and end on June 30 of each year. Each twelve (12) month period commencing on July 1 consists of an entire Plan Year and Fiscal Year for the purposes of accounting, as well as the filing of all reports required by the U.S. Department of Labor, the Internal Revenue Service and other regulatory bodies.

Additional information regarding the Plan and Participant benefits is available at the following website: [www.paintersdc2benefits.org](http://www.paintersdc2benefits.org)

### **APPEAL PROCEDURES**

If a claim is made for a vacation benefit that is denied in whole or in part, the Participant or the Participant's Beneficiary (claimant) will be furnished, in writing, with:

- The specific reasons for the denial;
- The specific Plan provisions on which the denial is based;
- A description of the additional material or information needed to reconsider the claim and an explanation of why the material is necessary;
- An explanation of the review procedure and time limits; and
- Notice of the claimant's right to sue the Plan under Section 502 of the Employee Retirement Income Security Act following an adverse determination on review.

Generally, a Participant or a Participant's Beneficiary will receive written notice of a denial within 90 days after the application for benefits is received. If circumstances require an extension of time to process the claim, the Fund Office will notify the claimant of the anticipated length of the delay and the reasons for the delay, which will not exceed ninety (90) days.

If a claim is denied in whole or in part, the claimant or the claimant's authorized representative who has been designated as such in writing by the claimant to the Fund Office, may, within sixty (60) days after receipt of the notice of denial:

- Make a written request for a claim review by the Board of Trustees;
- Review or receive, free of charge, copies of documents relating to the denial; and
- Submit issues and comments in writing to the Board of Trustees.

The Board of Trustees will review the claimant's appeal and will consider all comments, documents, records, or other information submitted by the claimant in connection with the original claim and the appeal. The Trustees shall make their determination at the next regularly scheduled meeting unless the appeal is received within thirty (30) days of that meeting. In such case, the Trustees will make their determination at the following regularly scheduled meeting. If special circumstances require an extension of time, the decision may be delayed until the third meeting following the Trustees' receipt of the appeal. In such a case, the claimant or the claimant's duly authorized representative will be notified of the delay and the reason for it. The Trustees will notify the claimant or the claimant's duly authorized representative in writing of their decision on appeal. In the case of an adverse benefit determination on appeal, the written notice will contain the following:

- The specific reason(s) for the decision;
- The specific Plan provisions on which the decision is based;
- A statement that claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- Notice of the claimant's right to sue the Plan under Section 502 of the Employee Retirement Income Security Act following an adverse determination on review.

### **ERISA STATEMENT REQUIREMENTS**

As a Participant in the St. Louis Painters Vacation Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

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

- a. Examine without charge, at the Fund Office and at other specified locations such as worksites and union halls, all documents governing the Plan, including Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available

at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the summary annual report.

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

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a vacation benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a vacation benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a 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 file a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the Court may order the

person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **INTERPRETATION OF PLAN DOCUMENTS**

The Trustees have discretionary authority to interpret and apply the terms of the Trust and Plan Agreement, this summary plan description and any other documents relating to the Plan, including but not limited to, ambiguous terms and terms relating to eligibility and benefits. Any interpretation by the Trustees shall be final and binding.

No agent or representative of any employer or the union is authorized to interpret the documents relating to this Plan.

### **TERMINATION AND AMENDMENT OF THE PLAN**

The Trustees have the right to amend this Plan without the consent of any Participant at any time and from time to time as they deem advisable; however, no amendment shall deprive any Participant of any vested equitable interest in the Fund, nor shall such amendment be contrary to any laws in existence governing the Plan. Except as provided in the "Benefits Provided and Claims Procedures" section above, benefits under the Fund are not forfeitable. The Fund may be terminated by a majority of the Trustees when all agreements between the Union and all Employers providing for contributions to the Fund are no longer in force and effect. Upon the termination of the Fund, the Fund shall continue for the sole purpose of dissolution and the Fund shall be used by the Trustees for the sole purpose of providing vacation benefits to Participants entitled thereto (and the administrative costs related thereto) until all of the money in the Fund is distributed. Once all monies have been distributed, the Fund shall be completely terminated.