



## **TEAMSTERS VACATION TRUST FUND**

### **RESTATED AND AMENDED SUMMARY PLAN DESCRIPTION**

**March 1, 2018**

## **BOARD OF TRUSTEES**

### **Employer Trustees**

**Timothy Ryan  
Rick Ewing  
Brent Conrad**

### **Union Trustees**

**Tommy Blitsch  
Darrin Bradburn  
Thomas Memmer**

## **LEGAL COUNSEL**

**Bryce C. Loveland  
Brownstein Hyatt Farber Schreck, LLP**

## **AUDITOR**

**David S. Berry  
Berry & Company, CPAs, Ltd.**

## **ADMINISTRATOR**

**BeneSys Inc.**

**A MESSAGE FROM THE BOARD OF TRUSTEES  
OF THE TEAMSTERS LOCAL 631  
VACATION TRUST FUND**

To all covered employees:

We are happy to provide you with this booklet explaining the Teamsters Local 631 Vacation Trust Fund. In this booklet, we explain the Vacation Trust as clearly as possible. After reading this booklet, if you have questions, call the Administrator for answers.

Please remember that, for your protection, only the full Board of Trustees is authorized to interpret the Vacation Trust's Rules. Information you may receive from the Union, Employers, their representatives or others should be regarded as unofficial and not binding on the Trust or its Board. For any information or opinion concerning your rights under the Vacation Trust to be official, it must be communicated to you in writing and signed on behalf of the full Board of Trustees. Further, if there are any discrepancies between this Summary and the Vacation Trust's Rules and Regulations which are also included in this booklet, the Rules and Regulations govern.

**PLEASE NOTE THAT YOU MUST INFORM THE ADMINISTRATOR OF ANY  
CHANGES IN YOUR MAILING ADDRESS OR BENEFICIARIES. FAILURE TO DO  
SO MAY RESULT IN DELAY OR NONPAYMENT OF BENEFITS OR INCREASED  
COSTS AND INCONVENIENCE TO YOU, OR, IN THE CASE OF BENEFICIARIES,  
PAYMENT NOT ACCORDING TO YOUR WISHES.**

**ADMINISTRATOR CONTACT INFO:**

BeneSys, Inc.  
8311 W. Sunset Road, Suite 250  
Las Vegas, Nevada 89113  
Phone: 702-415-2185  
(ACH option available through website:  
<https://www.ourbenefitoffice.com/Teamsters631/Benefits/>)

Sincerely,

BOARD OF TRUSTEES

## **1. Summary of the Vacation Trust**

- A.** Contributions are made to the Vacation Trust by participating employers on behalf of each employee covered by a Local 631 collective bargaining agreement or other agreement approved by the Trustees. The Vacation Trust's Administrator receives and accounts for the vacation contributions for each employee.
- B.** Vacation contributions are pooled and invested. Investment earnings are applied to offset the costs of operating the Vacation Trust. Investment earnings not applied or reserved to pay operating costs are credited to each employee on a pro rata basis. Investment losses are applied to each employee on a pro rata basis. Operating costs are first deducted on a pro rata basis from investment earnings and, if necessary, from contributions or employee accounts.
- C.** Each year on or about December 10, or the closest administratively feasible date, each employee's accumulated benefit is paid to him or her. The benefits included in each December 10 payout are those attributed to contributions received during November of the prior year through October of the current year. For example, benefits attributable to contributions received from November 2017 through October 2018 will be included in the December 10, 2018 payout. Contributions received late may be delayed until the next annual payout.
- D.** Your vacation benefits will be mailed to your last address on file with the Administrator. You are responsible to promptly notify the Administrator if your address changes. If you fail to keep your correct address current by promptly notifying the Administrator of any changes or corrections to your address, you will be charged the administrative costs to reissue a check and you will be required to personally pick up a reissued check at the offices of the Administrator whose address is in No. 5 on page 5.
- E.** Upon verification of death, Vacation benefits of a deceased employee will be paid to the last designated beneficiary in the records of the Teamsters Local 631 Security Fund for Southern Nevada. If no beneficiary is designated, benefits will be paid to the employee's next of kin in accordance with Rule 6 of the Rules and Regulations.
- F.** **THERE ARE NO LOANS AND NO EMERGENCY WITHDRAWALS PERMITTED.** An employee who enters retirement and is receiving a pension, or approved to receive a pension, may receive his or her accumulated vacation benefits before the annual payout upon retirement and annually thereafter with normal distribution.
- G.** If you believe you have not received all benefits to which you are entitled, you may file a written claim with the Administrator. You will receive a written response to your claim within 90 days, unless you receive notice that up to an additional 90 days is needed to investigate and determine your claim.

If your claim is denied in whole or in part, you will receive a written, detailed explanation why it was denied. You then have 60 days in which to submit a written appeal of the claim denial to the full Board of Trustees. Your appeal will be decided within 60 days unless you receive notice that up to an additional 60 days is needed to determine your appeal.

**2. The Name and Type of Administration of the Plan**

Teamsters Vacation Trust Fund  
Collectively-Bargained, Jointly Trusteed, Labor-Management Trust

**3. Internal Revenue Service Plan Identification Number and Plan Number**

The Employer Identification Number (EIN) issued to the Board of Trustees is 88-0411470.

**4. Agent for Service of Legal Process**

The agent for service of legal process on the Plan, and the address at which process may be served is:

Bryce C. Loveland, Esq.  
Brownstein Hyatt Farber Schreck, LLP  
100 North City Parkway, Suite 1600  
Las Vegas, Nevada 89106

In addition, legal process may be made upon a Trustee or the Administrator.

**5. Name and Address of the Administrator**

The Trustees listed in No. 6 below are the administrators of the Vacation Trust. The Trustees have engaged a third party administrator named below to perform the routine administration of the Plan:

BeneSys Administrators  
8311 W. Sunset Road, Suite 250  
Las Vegas, Nevada 89113  
Phone: 702-415-2185

## **6. Names and Addresses of the Trustees**

### Employer Trustees

Timothy Ryan  
Nevada Contractors Association  
150 N. Durango Drive, Suite 100  
Las Vegas, NV 89145

Rick Ewing  
Las Vegas Paving Corporation  
3401 North 5th Street  
North Las Vegas, NV 89032

Brent Conrad  
Werdco BC Inc.  
4660 Flippin Street  
Las Vegas, NV 89115

### Union Trustees

Tommy Blitsch  
Teamsters Local No. 631  
700 N. Lamb Blvd.  
Las Vegas, NV 89110

Darrin Bradburn  
Teamsters Local No. 631  
700 N. Lamb Blvd.  
Las Vegas, NV 89110

Thomas Memmer  
Teamsters Local No. 631  
700 N. Lamb Blvd.  
Las Vegas, NV 89110

## **7. Collective Bargaining Agreement**

This Plan is maintained pursuant to a collective bargaining agreement, a copy of which may be obtained by participating employees and beneficiaries upon written request to the Administrator, and is available for examination by participating employees and beneficiaries at the Administrator's office. A complete list of the employers and employee organizations sponsoring the Vacation Trust may be obtained by participating employees and beneficiaries upon written request to the Administrator, and is available for examination by participating employees and beneficiaries at the Administrator's office. Participating employees and beneficiaries may receive from the Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Vacation Trust and, if the employer or employee organization is a Vacation Trust sponsor, the sponsor's address.

## **8. The Plan's Requirements for Eligibility and Benefits**

See Rule 1 of the Rules and Regulations included in this booklet.

## **9. Description of Provisions for Nonforfeitable Benefits**

Contributions received by the Vacation Trust and all benefits provided by the Vacation Trust are nonforfeitable. However, Rule 7 of the Rules and Regulations describe the circumstances in which unclaimed benefits will revert to the Trust.

## **10. Record Keeping Period and Fiscal Year**

The Plan Fiscal Year runs from May 1 to April 30.

## **11. Source of Financing**

The sole source of financing of vacation benefits is employer contributions as required by the CBA or Trustee-approved participation agreement. Benefits are provided directly by the Vacation Trust and are not paid through any other organization.

## **12. Loss of Benefits**

Failure of an employer to pay the required contribution to the Vacation Trust may result in a loss of benefits to employees. In addition, Rule 7 of the Rules and Regulations describes the circumstances in which unclaimed benefits may revert to the Trust.

## **13. Appeals Procedure**

Rule 10 of the Rules and Regulations describes the steps to take if you believe your benefits have not been paid correctly and how to appeal a decision of the Trustees.

## **14. Plan Termination Provisions**

In the event that the Trustees terminate the Vacation Trust, the assets remaining in the Trust Fund after providing for administrative expenses shall be allocated pro rata to current participants.

## **15. Statement of ERISA Rights**

As a participant in the Teamsters Vacation Trust you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

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

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Obtain a statement telling you the amount of benefits the Vacation Trust has on your behalf. This statement must be requested in writing and is not required to be given more than once a year. The Trust must provide the statement free of charge.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

#### *Prudent Actions by Plan Fiduciaries*

In addition to 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 decisions without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### *Assistance With Your Questions*

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and

Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**RULES AND REGULATIONS  
FOR THE  
TEAMSTERS VACATION TRUST FUND**

1. The signed Collective Bargaining Agreement between the Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 631, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (“Union”) and the employer or Trustee approved participation agreement provides the basis for the vacation funds. Each employer adds the amount of the vacation rate to the employee’s gross check each payday, applies the appropriate payroll taxes to the gross check, then deducts the vacation portion for transmittal to the Trust office at the close of the month in which the work is performed. The contribution is due in the Trust office by the 20<sup>th</sup> of the month following the month of work or such other day as the Trustees or the Collective Bargaining Agreement may prescribe. If the contribution is not received by that date, the employer is delinquent. It may be necessary for the Vacation Trust to file a legal action against the employer in order to collect these fringe benefits.
2. Each year on or about December 10, or the closest administratively feasible date, each employee’s accumulated benefit is paid to him or her. No application is required. Payment is mailed to the employee’s last known address which the employee must keep current through the Administrator’s office. If you fail to keep your correct address current by promptly notifying the Administrator of any changes or corrections to your address, or if you lose your check, you will be charged the administrative costs to reissue a check and you will be required to personally pick up a reissued check at the Administrator’s offices.
3. Each annual distribution includes the vacation monies received by the Trust office from the employee’s employer for the period November of the preceding year through October of the current year, plus a pro rata allocation of interest earned or losses incurred, if any, and minus administrative fees. **There are no loans and no emergency withdrawals permitted.** An employee who is retired and receiving a pension, or approved to receive a pension, may receive his or her accumulated vacation benefits before the annual payout. Vacation monies received late by the Trust office may not be available for the December distribution and will be distributed in the following year’s December payout.
4. An employee who enters retirement and is receiving a pension benefit may apply for and receive his/her vacation benefits before the annual payout upon retirement and annually thereafter with normal distribution.
5. In the event of the death of the employee who has accumulated a vacation benefit, upon submission of necessary proof of death satisfactory to the Administrator on behalf of the Board of Trustees and upon execution of such documents as are determined necessary by the Board, the accumulated benefit will be disbursed to the person designated as beneficiary in the records of the Teamsters Local 631 Security Fund for Southern Nevada.

6. If no beneficiary has been designated or no designated beneficiary has survived the employee, distribution of the employee's vacation benefits shall be made to the next of kin in the following order of preference:
  - a. The surviving spouse.
  - b. The surviving children in equal shares.
  - c. The surviving parents in equal shares.
  - d. The surviving brothers and sisters in equal shares.
  - e. The estate, if any.
7. The Trust will take reasonable steps to locate and pay benefits to missing participants, including but not limited to contacting the union and last employer reflected in the Trust's records. Employees shall not be entitled to additional interest or investment income resulting from any delay in applying for or receiving benefits. However, within six (6) years from the date he/she is entitled to withdraw his/her vacation benefits, an employee may make application to the Board of Trustees for payment of those funds. The application must be approved by the Board of Trustees before the check can be issued. Benefits not claimed within six (6) years shall be permanently forfeited to the Trust ("Forfeited Funds"). The Vacation Trust and its Trustees shall not be responsible for any delay or denial of a request to withdraw funds from an institution resulting from a participant's failure to provide accurate and up-to-date information to such institution. In addition, any participant who requests or requires a manual check payment for their payout because funds have been returned to the Trust from such financial institution, shall pay an administrative fee of \$5.00 per manual check benefit payment, which shall be deducted from the benefit payment. Vacation money not collected by an employee reverts to the Trust after a period of six (6) months ("Reverted Funds").
8. The following shall be used to offset administrative expenses that are reasonable and necessary to the operation of the Trust, in the following order and, as to items A and B, limited to the specific benefit year (November through October) in which such expenses were incurred and interest or income earned:
  - a. Interest and investment income attributable to Forfeited Funds.
  - b. Interest and investment income attributable to Reverted Funds.
  - c. Forfeited Funds.
- Interest and investment income attributable to Forfeited Funds and Reverted Funds that is not utilized to offset administrative expenses under this rule shall be included in the pro rata allocation set forth in Rule 3. Forfeited Funds not utilized to offset administrative expenses for a given year under this rule shall be utilized to offset administrative expenses under this rule in future years.
9. The sole source of financing of the Plan is payment made to the Trust by employers obligated by the provisions of the applicable Collective Bargaining Agreement or Trustee approved participation agreement. Benefits are provided directly by the Trust and are not paid through any other organization. Failure of an employer to pay the vacation

monies to the Trust may result in disqualification, ineligibility or denial or loss of benefits to an employee.

10. Claims and Appeals:

- A. These procedures are intended to comply with ERISA and the Internal Revenue Code, and all applicable regulations. Any provision of these procedures that is determined to conflict with such laws and regulations shall be deemed to be displaced by such laws and regulations, which shall govern the claims and appeals process. Any Participant may request a copy of these procedures from the Plan Administrator for no charge, except that a reasonable copy charge may apply.
- B. Claims, inquiries, questions and requests regarding eligibility or available benefits made before a written request for benefits is completed are not “Claims” for purposes of this section, and are not subject to the Plan’s claims and appeals procedures. This is true even if these types of unofficial claims are referred to as “claims” by the Administrator or Trustees. Such unofficial claims and questions will be responded to in a prompt manner, but are not subject to the time limits that apply to Claims and carry no right to appeal under these procedures.
- C. There are no fees or charges to file a Claim or to appeal a benefit decision. A “Claim” is a written request seeking Plan benefits. A Participant may authorize another person to make a claim for him only in writing, signed by the Participant. An oral request is not a claim, but a facsimile (“fax”) is acceptable. Once a Claim is made by the Participant or his authorized representative, the rights of any other person or entity to make a claim for the same benefits are terminated.
- D. Whether a claim is granted will be determined based on the Rules and Regulations of the Plan. The Trustees have full discretion to interpret and apply the Plan’s Rules and Regulations. However, the Rules and Regulations of the Plan will be interpreted consistently in similar circumstances, and similar past appeals, if any, will be reviewed when an appeal is decided.
- E. A decision on a Claim will be made within a reasonable time no longer than 90 days after receipt of your Claim. However, an additional 90 days may be needed if there are special circumstances beyond the Plan’s control. If so, the Participant will be given notice of the special circumstances before the end of the first 90 days, including when a decision is expected.
- F. Additional information requested by the Plan must be provided within 180 days (the initial 90 days, plus up to 90 days due to special circumstances as described in (E) above) after receipt of the claim.
- G. If a Claim is denied, the Participant will be provided in writing (via facsimile if requested):

- a. The specific reasons for the denial;
- b. The Plan provisions on which the denial is based and any internal rules or guidelines that are not in the Plan, with copies of them;
- c. A list of any additional information needed to obtain approval of the claim, and why such information is needed; and
- d. A reminder that these Claims and appeals procedures and copies of relevant documents (except confidential information about other claimants) are available on request, and notice of the Participant's right to file a lawsuit if his appeal of the denial is denied.

H. Participants have the right to appeal any adverse Claim decision. Only where the Participant has already completed a written request for benefits is there a "Claim" subject to these procedures.

- a. All appeals must be in writing and must be filed within 60 days of notice of the Claim denial. A Participant may submit any written records he wishes to be reviewed, whether the information was part of the initial Claim or not, and may obtain copies of any related Plan records and information.
- b. The appeal will be decided by the next regularly-scheduled meeting of the Board of Trustees that is at least 30 days after the written appeal is received. If special circumstances require additional time to process your appeal, the Participant will be notified of those circumstances and a decision will be made no later than the third meeting following receipt of your written appeal.
- c. If the appeal is denied, the Participant will receive written (or electronic as permitted by law) notice, including the specific reasons, reference to the specific Plan provisions, and may have access to all records that were used in reaching the decision. If the Participant is not satisfied with the decision made on his appeal, he may file a lawsuit in federal court against the Plan. However, the Participant must complete the appeal to the Trustees before filing a lawsuit. A Participant will have ninety (90) days after completing the appeals process and being denied to file suit, after which the Claim will be waived.

I. No legal or equitable action for benefits under this Plan may be brought unless and until the claimant, in accordance with the foregoing claims and appeals procedures:

- a. has submitted a written Claim for benefits;
- b. has been notified that the Claim is denied (or the Claim is deemed denied);

- c. has filed a written appeal for review; and
- d. has been notified in writing that the denial of the Claim has been confirmed (or the Claim is deemed denied on review).

11. The Plan Fiscal Year runs from May 1 to April 30.

12. The Trustees have the exclusive right, power and authority in their sole and absolute discretion, to administer, apply and interpret the Plan and all other documents that describe the Plan and Trust Fund. The Trustees may decide all matters arising in connection with the operation or administration of the Plan. All determinations made by the Trustees with respect to any matter arising with regard to Plan benefits will be final and binding on all concerned. Any judicial review of any Trustee decision must be done in deference to the Trustees' decision.