

**SOUTHWEST CARPENTERS**  
**VACATION, SICK**  
**LEAVE & PAID**  
**TIME OFF PLAN**

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**BUILDING  
BETTER BENEFITS  
APRIL 1, 2022**

**A Message from the Board of Trustees of  
the Southwest Carpenters Vacation Trust**

To All Participants:

The Southwest Carpenters Vacation Trust has adopted a revised Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan effective April 1, 2022.

The Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan (“VSLPTO Plan” or “Plan”) provides for:

- Annual payments of VSLPTO benefits to eligible Participants; and
- Early Withdrawal payment options for qualified Participants

This Summary Plan Description (“SPD”) is designed to provide a concise description of your rights as a Participant in the Plan. The SPD explains the VSLPTO Plan benefits by providing you with a summary and statement of the important rules of the VSLPTO Plan. However, if after reviewing this document you are uncertain how a provision applies to your individual case, you should contact the Administrative Office.

Only the Board of Trustees is authorized to interpret the VSLPTO Plan described in this booklet. As a courtesy to you, the Administrative Office may respond informally to oral questions. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits. Also, any information you receive from the Union or your Employer or their representatives should be regarded as unofficial. Only information or opinions concerning your rights under the Plan, communicated to you in writing and signed on behalf of the Board of Trustees, is official and binding on the VSLPTO Plan and the Board of Trustees, and then only if you have furnished full and accurate information concerning your situation in writing.

Please keep this document for future reference. From time to time, material changes may be made to the Plan that amend this document. When changes are made, you will receive a Participant Notice which should be retained with this document.

In order for you to receive Plan benefits as described in this SPD and communications regarding the Plan, it is important to inform the Administrative Office of any change in your mailing address, phone number, email address or banking information.

Sincerely,

Board of Trustees

**Southwest Carpenters Vacation Trust**  
**Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan**

**BOARD OF TRUSTEES**

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**PLAN ADMINISTRATOR**

Board of Trustees of the Southwest Carpenters Vacation Trust

**ADMINISTRATIVE OFFICE**

Carpenters Southwest Administrative Corporation (“CSAC”)

Marcus Chin, Executive Administrator

**SUMMARY PLAN DESCRIPTION**

**of the**

**SOUTHWEST CARPENTERS VACATION, SICK LEAVE AND PAID TIME OFF PLAN**

**Amended and Restated Effective April 1, 2022**

## SUMMARY PLAN DESCRIPTION

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## GLOSSARY OF TERMS

A list of special terms found in this document with their definitions is provided below to help you better understand the rules of the Vacation, Sick Leave and Paid Time Off Plan (VSLPTO Plan) and the benefits provided.

**Beneficiary** – A person or persons who will receive a Participant’s accumulated benefits, as a result of a valid beneficiary designation or Plan provision, in the event of the Participant’s death.

**Benefit Plan Year** – The work months from September of the previous year through August of the current year for which Contributions are owed according to a CBA or Subscribers Agreement.

**Collective Bargaining Agreement (“CBA”)** – A negotiated labor agreement between an individual Employer or Employer association and the Southwest Regional Council of Carpenters or Local Union affiliate of the Regional Council that requires Contributions to the VSLPTO Plan, and also governs wages, benefits, and working conditions of Participants.

**Contributions** – Amounts paid or due to be forwarded to the VSLPTO Plan by an Employer for Participants working in Covered Employment, as required by a CBA or Subscribers Agreement; or amounts paid or to be forwarded by an Employer, as required by a CBA or Subscribers Agreement, as a Participant’s Supplemental Dues for which the Administrative Office has not received an authorization from the Participant to distribute on their behalf.

**Covered Employment** – Work performed according to the terms of a CBA or Subscribers Agreement that requires an Employer to make Contributions to the Plan.

**Dividend** – Net earnings on Contributions to the VSLPTO plan, plus Forfeitures, less Plan expenses, less amounts held in reserves, that are distributed to Plan Participants as directed by the Board of Trustees in its complete discretion.

**Electronic Deposit** – Payment of Plan benefits by direct deposit to a bank account owned by the Participant. This form of payment replaces a physical check.

**Employer** – An Employer, signatory to an agreement that requires Contributions to the VSLPTO Plan, who hires an employee to perform work covered by a CBA or Subscribers Agreement.

**Enrolled** – A Participant is Enrolled in the VSLPTO Plan when they have completed the necessary documentation for the distribution of benefits. The Enrollment Process is necessary to assist the Administrative Office in obtaining Participant information and recording the Participant’s elections with regard to the distribution of benefits, including benefits from the VSLPTO Plan.

**Forfeiture** – Plan benefits, not claimed by the Participant, that are deemed to have been contributed to the VSLPTO Plan to be used to cover plan expenses and provide benefits to plan Participants.

**Locator Fee** – A fee charged to the missing Participant’s VSLPTO account balance for reasonable expenses incurred to locate said Participant.

**Participant** – A person who is eligible or may become eligible to receive Plan benefits.

**Subscribers Agreement** – A participation agreement, approved by the Board of Trustees, between an individual Employer and the VSLPTO Plan that binds the Employer to contribute to the Plan for eligible Participants.

**Trust** – The Trust, created by the Agreement establishing the Southwest Carpenters Vacation Trust, including any amendment, extension, or renewal of that Agreement. The Trust sponsors the Plan and holds and manages its assets. Plan Contributions are therefore due to the Trust. The Trust Agreement allows the Trustees to adopt, amend, modify, and terminate the Plan in the Trustees’ complete discretion. The Trust Agreement’s provisions take precedent over the Plan’s provisions.

**Unfunded Contributions** – Delinquent Contributions owed to the Plan by a signatory Employer for Participants who perform Covered Employment.

## **PLAN RULES**

### **I. BACKGROUND**

The Trust was established in 1962 pursuant to contract negotiations between the predecessor of the Southwest Regional Council of Carpenters and its affiliated Local Unions in the twelve Southern California counties, and currently, Arizona, Colorado, Nevada, New Mexico, and Utah and Signatory Employers or Employer Associations. The Trust has sponsored a Vacation Plan since that time. This SPD describes the Plan as in effect as of April 1, 2022.

### **II. CONTRIBUTIONS TO THE VACATION, SICK LEAVE AND PAID TIME OFF (VSLPTO) PLAN**

Contributions are made to the Plan according to the provisions of the Collective Bargaining Agreements or approved Subscribers Agreements which require Employers to pay into the VSLPTO Plan. These Contributions are paid into the VSLPTO Plan at a fixed hourly rate, defined by the agreement, for each hour the Participant works or is paid, or by “benefit hours” which may be more or less than hours actually worked or paid.

#### **Key Point**

Contributions are made to the Plan for the Participant’s account balance based on the CBA or Subscribers Agreement the Participant is working under.

The Contributions made are credited to the Participant’s VSLPTO Plan account balance. Additionally, post-tax amounts attributed to Supplemental Dues, forwarded to the Administrative Office by the Employer, are transferred to the Participant’s VSLPTO Plan account balance if there is no authorization for distribution to the union on file with the Administrative Office.

### **III. VSLPTO BENEFIT PLAN YEAR**

The VSLPTO Benefit Plan Year covers Contributions for the work months of September through August of each year. Contributions are paid out once per year for all eligible Participants at the Regular December 1<sup>st</sup> distribution.

Additionally, qualified Participants may request Early Withdrawals depending upon the Participant’s enrollment, method of payment, and choice of payment date(s). See Section VI for more information.

### **IV. ACCOUNT BALANCES AND STATEMENTS**

A Participant’s payable VSLPTO benefit represents Contributions made to the VSLPTO Plan for the Benefit Plan Year less any Locator Fee charged to an individual account or deductions authorized by the Participant and approved by the Board of Trustees.

Participants will receive an annual statement of reported work hours and Contributions by each Employer in the current Benefit Plan Year on or around October 31<sup>st</sup> of each year prior to the December 1st Regular Payment at the address on file with the Administrative Office. Participants may also access this information on the MemberXG portal.

**V. REGULAR PAYMENT OF BENEFITS**

The payment of VSLPTO benefits will be made to Enrolled Participants on December 1<sup>st</sup> for those who have available Contributions reported for the Benefit Plan Year as follows:

- Electronic Deposit on or before December 1<sup>st</sup> to the bank account owned by the Participant when verifiable banking information is provided.
- Physical Check mailed on or after December 1<sup>st</sup> to the Participant’s address on file.

Payments will not be issued to Participants for whom no valid contact information is on file with the Administrative Office.

<p style="text-align: center;"><b>Key Point</b></p> <p>Physical checks may be issued for the December 1<sup>st</sup> Regular Payment. However, Electronic Deposit is the fastest and most secure way to receive a distribution of benefits.</p> <p>Visit <a href="http://memberxg.carpenterssw.org">memberxg.carpenterssw.org</a> to add or update your banking information for Electronic Deposit.</p>
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**VI. EARLY WITHDRAWAL BENEFIT PAYMENTS**

Effective as of July 1, 2022, there are two (2) types of Early Withdrawals available to eligible Participants: 1) July 1<sup>st</sup> Early Withdrawal and 2) On Demand Early Withdrawal. Participants must complete the Enrollment Process, provide authorized deduction instructions, and submit verifiable banking information for an Electronic Deposit to be eligible for an Early Withdrawal Benefit Payment.

No Dividends will be paid on the amount of any Early Withdrawal Benefit Payment.

1) **July 1<sup>st</sup> Early Withdrawal**

- As part of the Enrollment Process, Participants may elect an automatic Early Withdrawal Benefit Payment on July 1<sup>st</sup>. This election is effective unless revoked in writing by submitting a new Enrollment Form to the Administrative Office.
- The July 1<sup>st</sup> Early Withdrawal will cover the Contributions made for the work months of September through February.
- In the event a July 1<sup>st</sup> Early Withdrawal is elected, available Contributions made for the work months of March through August will be sent with the December 1<sup>st</sup> Regular Payment.

<p style="text-align: center;"><b>Key Point</b></p> <p>By completing the Enrollment Process, Participants may elect to receive an automatic Early Withdrawal Benefit Payment on July 1<sup>st</sup> of each year, in addition to the December 1<sup>st</sup> Regular Payment when contributions are available.</p> <p><b>Early Withdrawal Payments are only made by Electronic Deposit.</b></p>
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2) **On Demand Early Withdrawals**

- Eligible Participants may request up to two (2) On Demand Early Withdrawals per calendar year only through the MemberXG portal. Requested withdrawals are normally issued once per week.
- On Demand Early Withdrawal payments will not be issued within 2 weeks of the July 1st Early Withdrawal or the December 1<sup>st</sup> Regular Payment.
- The amount of an On Demand Early Withdrawal cannot be more than the available account balance through the end of the second (2<sup>nd</sup>) month prior to the withdrawal, less one hundred and twenty dollars (\$120) earmarked by the Participant for authorized deductions. For example, if a request for an Early Withdrawal is made on September 15<sup>th</sup>, the available account balance will include contributions received and funded through July 31<sup>st</sup>.
- To be eligible for an On Demand Early Withdrawal, the Participant must have received one December 1<sup>st</sup> Regular Payment in the past and the Participant’s first contribution must be for a period more than 12 months prior to receipt of the request for On Demand Early Withdrawal.

**Key Point**

Eligible Participants may request up to two (2) On Demand Early Withdrawals per year in addition to the July 1<sup>st</sup> Early Withdrawal.

**VII. LIMITED EARLY DISTRIBUTION FOR COLORADO APPRENTICES**

Due to conditions unique to Colorado, apprentices in Colorado, who have successfully completed a training session as part of the apprenticeship requirements of the Southwest Carpenters Training Fund in Colorado, may request an early withdrawal of their VSLPTO Plan benefit when contributions are available and when the apprentice does not meet the required conditions for an On Demand Early Withdrawal.

To qualify for this Limited Early Distribution and apply for benefits, the apprentice must have attended each required session of the scheduled training course and supplemental instruction as required by the Colorado state approved Apprenticeship Standards. Upon completion of the required training, the apprentice must file a written request for an early withdrawal of their VSLPTO Plan benefit. The written requests must be submitted to the applicable training center(s) for processing and forwarded to the Administrative Office. Early withdrawals are only available for payment by Electronic Deposit.

**VIII. DIVIDENDS**

Net earnings on Contributions to the VSLPTO Plan are used first to defray administrative costs of the VSLPTO Plan and to provide reserves. Remaining net earnings and/or other Plan assets may be credited to the Participant as a “Dividend” to increase the account balances of eligible

**Key Point**

From time to time the Board of Trustees may issue a Dividend to eligible Participants at its complete discretion.

Participants in accordance with a formula based on the pro-rata balance of the individual account which would be distributed on December 1<sup>st</sup> of the plan year for which the Dividend is approved. Dividends are paid at the discretion of the Board of Trustees.

No Dividend will be applied to balances paid as part of an Early Withdrawal.

**IX. LATE CONTRIBUTIONS**

If Contributions for the period applicable to the July 1<sup>st</sup> Early Withdrawal or December 1<sup>st</sup> Regular Payment are remitted to the VSLPTO Plan by the Employer after June 1<sup>st</sup> or November 1<sup>st</sup> of the current year, the VSLPTO Plan will make a supplemental distribution to the Participant as soon as it is administratively feasible to issue payment. Payment of late contributions does not apply to On Demand Early Withdrawals.

**X. PAYMENT OF UNFUNDED DELINQUENT EMPLOYER CONTRIBUTIONS**

When it is established that a Participant worked in Covered Employment and is entitled to VSLPTO Plan benefits that have not been reported or funded by the Employer, VSLPTO Plan benefits may be paid as Unfunded Hours, under the following conditions:

- The Administrative Office determines that Employer Contributions due have not been received for the distribution period.
- The Trustees determine that VSLPTO Plan assets are available to cover the payment of delinquent Employer Contributions.
- The Trustees are satisfied that no collusion exists between the Participant and his/her Employer.

<p style="text-align: center;"><b>Key Point</b></p> <p>Unfunded Contributions owed by Employers are paid by the VSLPTO Plan as Unfunded Hours under certain conditions. Contact the Administrative Office for additional information.</p>
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Unfunded Hours that meet the required conditions may be paid to Plan Participants at the complete discretion of the Trustees. Participants who receive a payment for Unfunded Hours have no claim to additional benefits if the delinquent Contributions are later reported and/or funded by an Employer.

**XI. PAYMENTS IN THE EVENT OF DEATH**

Each Participant entitled to benefits under the VSLPTO Plan must file a Beneficiary Designation Form with the Administrative Office to designate the person(s) to whom benefits will be paid in the event of a Participant’s death. In the event of the participant’s death prior to the distribution of benefits, the Beneficiary(ies) may submit an application for benefits payable along with a certified copy of the Participant’s death certificate.

If the Participant has not named a Beneficiary or if the designated Beneficiary is deceased or cannot be located, the Plan will pay benefits in equal shares to the individual(s) in the following order of priority:

- Legal Spouse or Domestic Partner
- Natural and legally adopted children
- Parents
- Brothers and sisters
- Estate

<p style="text-align: center;"><b>Key Point</b></p> <p>Participants must file a Beneficiary Designation Form to designate the person(s) to receive payable plan benefits in the event of their death.</p> <p>Participants should update Beneficiary information as needed if their family or marital status changes.</p> <p>Beneficiary information can be viewed on the MemberXG portal.</p>
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**XII. AUDIT REQUEST FOR UNDER-REPORTED VSLPTO PLAN BENEFITS**

According to the provisions in the Collective Bargaining Agreements and/or State law, Employers must provide a check stub or statement of earnings and deductions to each employee for each payroll period. Participants should keep these check stubs or statements and use them to verify the accuracy of the work hours and Contributions reported to the Administrative Office by their Employers.

VSLPTO Plan benefits will be paid only to the extent that Contributions have been reported and received by the Administrative Office. Participants who believe their work hours or Contributions have been improperly reported should submit an Audit Request to the Administrative Office. Participants must provide proof that the hours reported to the Administrative Office are different than the hours worked in Covered Employment for which VSLPTO Contributions were required. Check stub evidence must include the names of Employers for whom the Participant worked, the dates of work, hours worked, gross pay, and amounts deducted for the VSLPTO Plan. **The Administrative Office will consider the amount of contributions reported to be correct unless a written request for review is received within one year of the date of receipt of the VSLPTO payment or Annual VSLPTO statement, whichever is later.**

<p style="text-align: center;"><b>Key Point</b></p> <p>Participants should save their payroll check stubs and review their benefit statements to verify that all covered work has been reported to the VSLPTO Plan.</p> <p>Participants must make a claim to the Administrative Office for unpaid or unreported benefits within one (1) year.</p>
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### **XIII. CASHING BENEFIT PAYMENTS AND FORFEITURE OF FUNDS**

Payments from the VSLPTO Plan are issued electronically to all eligible Participants who provide the required banking information. However, if the Administrative Office does not have banking information on file, or if an Electronic Deposit is rejected by the banking institution, a physical check may be issued to the Participant's address on file on or after December 1<sup>st</sup>. If a Participant fails to cash a benefit payment or any reissued payment within five (5) years from the original date of issue or if the amount of an individual's VSLPTO Plan benefit is not distributed within five (5) years from the date the distribution was payable due to the lack of a correct address, missing enrollment, or for any other reason, the amount of the payment will be deemed to be forfeited and contributed to the VSLPTO Plan.

#### **Key Point**

If a Participant fails to cash their VSLPTO payment or cannot be located for a December 1<sup>st</sup> Regular Payment within five years from the date of issue, the amount payable will be deemed to have been forfeited after attempts are made to locate the Participant.

A Participant or Beneficiary, who later makes a valid claim for forfeited funds, will be paid according to plan rules.

Prior to Forfeiture, provided that the individual's account balance is greater than \$200, the Administrative Office will make reasonable efforts to locate the Participant and/or their Beneficiaries. Such efforts will include notices of uncashed benefit payments, communications with the applicable Local Union and/or the Participant's most recent Employer and utilizing a commercial locator service with access to a variety of sources to obtain a current address. In recognition of the cost of such efforts to locate Participants and Beneficiaries, the VSLPTO Plan will deduct a Locator Fee from the individual's account.

After an individual Participant's balance is deemed to have been contributed to the VSLPTO Plan, if a Participant or a Participant's Beneficiary is able to establish to the satisfaction of the Board of Trustees that there is a valid claim for unpaid VSLPTO benefits and to provide any requested documentation in support of that claim, the Forfeiture of the unpaid VSLPTO benefits will be reversed and paid to the Participant or Beneficiary to the extent that there are Plan assets available to pay such benefit. The VSLPTO Plan will pay any replacement benefits at face value of the original benefit without Dividend, less any Locator Fee charged to an individual account.

Checks must be deposited within six (6) months of the date of issue or they will become void. If this happens, you will need to contact the Administrative Office for a replacement check.

Forfeited funds become assets of the Plan and may be used for the following:

- To reinstate previously forfeited balances in the event an approved claim is made by a Participant.
- To cover plan expenses.
- To provide Plan benefits, including providing benefits to Participants who would otherwise be deprived of benefits due to the failure of an Employer to remit the required Contributions to the Plan (Unfunded Hours).
- To provide a Dividend or additional benefits to eligible Participants.

**XIV. INCOME TAXES ON BENEFIT AMOUNTS**

Contributions to the VSLPTO Plan by Employers, are included in the Participant’s gross payroll income and are reported to the VSLPTO Plan as “post-tax” Contributions. Employers are required to make the necessary withholdings on gross income for Federal and State taxes and to report those to the Federal and State Tax authorities. Therefore, Contributions to the VSLPTO Plan are taxed prior to receipt by the Participant.

Signatory Employers who fail to remit post-tax Contributions to the VSLPTO Plan in a timely manner will be considered delinquent and subject to the approved collection policy.

Contributions owed to the VSLPTO Plan pursuant to the terms of a CBA or Subscribers Agreement are part of the employees’ taxable wages. The Employer is solely responsible for payment of all payroll taxes, including FICA, FUTA, and income tax withholding, owed on the Contributions to the VSLPTO Plan. The VSLPTO Plan acts as the Employer’s agent for purposes of collecting Contributions and payment of Vacation, Sick Leave and Paid Time Off benefits and the Plan shall not assume the Employer’s liability for payroll taxes due on the Contributions to the VSLPTO Plan or on the benefits payable from the VSLPTO Plan. If the Employer fails to remit Contributions as required by a CBA or Subscribers Agreement and the Plan distributes VSLPTO benefits with respect to those Unfunded Contributions, the VSLPTO Plan shall issue an IRS Form 1099 and, if relevant, the equivalent state tax form to the Employer for the value of any unpaid Employer Contributions and any benefits that are paid out of the VSLPTO Plan assets. The Employer is required to reimburse the Plan for unfunded contributions paid by the Plan to a Participant on behalf of such Employer, and for any related federal or state payroll tax liability incurred by the Plan as the result of the payment of unfunded contributions by the Plan to a Participant.

Unlike Contributions made to the plan, Dividends paid by the VSLPTO Plan (if any), may be considered taxable income to the receiving Participant. Dividends paid may be reported by the Administrative Office to the appropriate tax authorities as required by law. Participants should consult with a tax professional if necessary.

**XV. LIENS, GARNISHMENTS AND ASSIGNMENTS ON VSLPTO PLAN BENEFITS**

Contributions made by Employers to the VSLPTO Plan are intended to be received by the Participant personally (or the Beneficiary in case of death) for vacation, sick leave and/or paid time off. Therefore, the funds cannot be otherwise assigned.

However, the amount of a Participant’s VSLPTO Plan benefit may be subject to lien, levy, assignment or garnishment for spousal support, child support, delinquent or unpaid taxes, and other judgments in accordance with the

<p style="text-align: center;"><b>Key Point</b></p> <p>The Contributions made to the VSLPTO Plan for hours worked or paid are “post-tax” and should be included in gross income reported by the Employer on check stubs and W-2 forms.</p> <p>Dividends paid to the Participant are separate from Contributions paid and may be considered taxable income to the Participant.</p>
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<p style="text-align: center;"><b>Key Point</b></p> <p>VSLPTO benefits are subject to lien or garnishment for spousal or child support, taxes, and other judgments.</p>
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laws of general application to recover debts owed to creditors. All or a portion of your benefit can be levied and the VSLPTO Plan will comply with any and such properly issued order.

The Administrative Office will notify Participants in writing when a levy or garnishment order has been received.

**XVI. RECOUPMENT OF OVERPAYMENTS**

The Board of Trustees is obligated to recoup and recover any overpayments or payments otherwise incorrectly made to Participants or Beneficiaries or any other parties. In doing so, it has the discretion to pursue whatever legal means are available to it, including offsetting future benefit payments from the VSLPTO Plan. The Trust shall have all legal and equitable remedies under law, including consequential and exemplary damages in cases of fraud, including reimbursement of legal fees and costs of prosecution.

**XVII. PLAN OPERATING EXPENSES**

All expenses of the VSLPTO Plan are paid out of interest and other income. No portion of the actual hourly contribution made by an Employer for work by a Carpenter is currently used to pay expenses under this plan.

**INFORMATION REQUIRED BY THE EMPLOYEE  
RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED  
(ERISA)**

**Information Required by The Employee  
Retirement Income Security Act of 1974**

**I. THE NAME AND TYPE OF ADMINISTRATION OF THE PLAN**

The Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan, a welfare benefit plan, is sponsored by the Southwest Carpenters Vacation Trust, a collectively bargained, jointly-trusted labor-management trust.

**II. PLAN IDENTIFICATION NUMBERS**

The Employer Identification Number (EIN) issued by the Internal Revenue Service is 95-6042279. The Plan Number is 501.

**III. NAME AND ADDRESS OF THE PERSON DESIGNATED AS AGENT FOR THE SERVICE OF LEGAL PROCESS**

Marcus Chin  
Executive Administrator  
Carpenters Southwest Administrative Corporation  
533 South Fremont Avenue, 7th Floor  
Los Angeles, California 90071-1706

Legal process may also be served on a Plan Trustee or the Plan Administrator.

**IV. NAME AND ADDRESS OF THE ADMINISTRATOR**

The Board of Trustees is the Plan Administrator. This means the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan Participants and Beneficiaries in accordance with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA). The Board of Trustees consists of an equal number of Employer and union representatives, selected by the Employers and union, in accordance with the Trust Agreement of this Plan.

If you wish to contact the Board of Trustees, you may use the following address and phone number:

Southwest Carpenters Vacation Trust  
533 South Fremont Avenue, 7th Floor  
Los Angeles, California 90071-1706  
(213) 386-8590

The routine administrative functions of the Plan are performed by:

Carpenters Southwest Administrative Corporation (“CSAC”)  
533 South Fremont Avenue, 6th Floor  
Los Angeles, California 90071-1706  
(213) 386-8590

**V. IDENTITY AND ADDRESS OF TRUSTEES**

Pete Rodriguez  
Southwest Regional Council of  
Carpenters  
533 S. Fremont Ave, 10<sup>th</sup> Floor  
Los Angeles, CA 90071

Douglas McCarron  
General President  
United Brotherhood of  
Carpenters and  
Joiners of America  
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Anthony Rosetti (WWCCA)  
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Calvin Yoshida (UGC)  
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Kim Fromer (RCA)  
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Jacob Lopez  
Southwest Regional Council of  
Carpenters  
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**VI. COLLECTIVE BARGAINING AGREEMENT AND SOURCE OF CONTRIBUTIONS**

Contributions to this Plan are made on behalf of each Participant in accordance with Collective Bargaining Agreements between the Southwest Regional Council of Carpenters and Local Unions affiliated with the United Brotherhood of Carpenters and Joiners of America and Employers in the industry, or by a Subscribers Agreement approved by the Board of Trustees. Different agreements may provide for different rates of contribution. Participants and Beneficiaries may receive, upon written request to CSAC, information pertaining to whether a particular Employer or Employer association is a sponsor of the Plan, as well as the address of any sponsor of the Plan.

**VII. TYPE OF PLAN**

The Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan is a welfare benefit plan under ERISA that is tax exempt under Internal Revenue Code Section 501(c)(9).

**VIII. FUNDING MEDIUM**

The Plan is funded by monthly Contributions made pursuant to a Collective Bargaining or Subscribers Agreement. The Plan's assets and reserves are then held in trust by the Board of Trustees (Item 5 above) of the Southwest Carpenters Vacation Trust.

**IX. IDENTITY OF PROVIDERS OF BENEFITS**

Vacation, Sick Leave and Paid Time Off benefits are provided directly from the VSLPTO Plan in the form of payments issued by the Trust.

**X. FISCAL YEAR**

The fiscal records of the Plan and Trust are kept on a calendar year basis (year ending December 31<sup>st</sup>).

**XI. THE PLAN'S REQUIREMENTS WITH RESPECT TO ELIGIBILITY FOR PARTICIPATION AND BENEFITS**

Payment of Contributions to the Trust for the Plan, by an Employer under a valid Collective Bargaining Agreement or approved Subscribers Agreement, on behalf of a Participant, or the entitlement to receipt of Unfunded Hours benefits establishes eligibility for participation and benefits. The eligibility requirements are specified in pages 7 through 10 of this document.

**XII. CIRCUMSTANCES RESULTING IN DISQUALIFICATIONS, INELIGIBILITY, DENIAL OR LOSS OF BENEFITS**

Benefits will be paid to each Participant only to the extent that Contributions have been received by the Trust for him/her, the Participant qualifies for benefits payable out of Plan assets to cover Unfunded Hours and that there are Plan assets available to pay said benefits. It is presumed that the VSLPTO Plan benefit payment is accurate unless challenged by the recipient within one (1) year of the transmittal of the payment or statement. In the event payment has been made by the VSLPTO Plan to, or on behalf of the Participant, in error, recovery will be made by withholding from future disbursements due to the Participant or on behalf of the Participant or by any other lawful means.

If a Participant/Beneficiary fails to negotiate a benefit payment before the fifth anniversary after the issuance of the original payment, or if the amount of the VSLPTO Plan benefit is not distributed within five years from the date the distribution was payable due to the lack of a correct address, enrollment, or for any other reason, the amount owed will be deemed to be forfeited and contributed to the VSLPTO Plan.

For further information on circumstances which may result in disqualification, ineligibility, denial, or loss of benefits, see page 12 of this document.

**XIII. PROCEDURES TO FOLLOW FOR FILING A CLAIM FOR BENEFITS**

VSLPTO Plan benefits are paid according to the procedures stated herein for Regular Payments, Early Withdrawal Payments, Late Contributions, Unpaid Contributions, Unfunded Contributions and Forfeited Benefits. To facilitate payment of benefits due, it is your responsibility to provide the Administrative Office with your current mailing address, email address, phone number and required enrollment or authorization forms. It is also your responsibility to keep your payroll stubs and statements, and to compare those to statements and benefit payments you receive from the VSLPTO Plan and to notify the Administrative Office as soon as possible of any discrepancy.

**XIV. TERMINATION OF THE PLAN AND TRUST**

- a) The Board of Trustees have the right to amend, modify, discontinue, or terminate all or part of the VSLPTO Plan in the Board's complete discretion. The VSLPTO Plan may be modified, amended, discontinued, or terminated at any time by the Board of Trustees or the Bargaining Parties.
- b) The Trust Agreement and the Plan may be terminated by the Employers and the Union, in accordance with and subject to the provisions of the Trust Agreement. Upon the

termination of the Trust, any and all assets remaining in the Trust shall be paid out to the persons entitled thereto, after the payment of all expenses of the Plan, until the funds are exhausted.

- c) In no event shall any amendment or modification of the Trust Agreement, or the termination of the Trust Agreement, result in any portion of the Trust reverting to, or being recoverable by, any of the Employers, any Signatory Association, any Individual Employer, the Union, any Local Union, or Regional Council.

**XV. PROCEDURE FOR REVIEW OF DENIAL OF A CLAIM**

- a) No active Participant, eligible dependent, Beneficiary, or other person shall have any right or claim to benefits under the Plan or claim to payments from the Trust other than as specified in the rules of the Plan and the provisions of the Trust Agreement creating the Plan. The Board of Trustees, or its delegate, shall have the sole discretionary authority to resolve any dispute as to the eligibility, type, amount, or duration of such benefits or any right or claim to payments from the Plan, under and pursuant to the Plan documents, and its decision of the dispute, right or claim shall be final and binding upon all parties thereto, subject only to such judicial review as may be in harmony with ERISA. Any lawsuit commenced against the Trust to recover benefits or enforce rights under ERISA may only be filed after exhausting the administrative appeals process and must be filed not later than one year after the denial of the appeal. Any such lawsuit may only be brought in Federal District Court in Los Angeles County. The term “delegate” as used herein means CSAC or any other organization selected by the Board of Trustees to administer payment of the benefits provided by the Plan.
- b) Payment of benefits shall be made in accordance with the terms and conditions of the Plan. If any Participant, Beneficiary, or other person considers that the benefits have not been paid in accordance with the Plan, or has any other claim against the Trust, such claimant shall notify the Administrative Office in writing of such claim and the reasons therefore within 180 days of the date on which the claimant asserts the claim should have been paid.
- c) Any person whose application or claim for benefits under the Plan has been denied in whole or in part by the Board of Trustees, or its delegate, or whose claim to benefits against the Plan is otherwise denied by the Board of Trustees, or its delegate, shall be notified in writing of such denial within ninety (90) days from receipt of such claim. An extension of time not exceeding ninety (90) days may be required by special circumstances. If so, notice of such extension, indicating what special circumstances exist therefore and the date by which a final decision is expected to be rendered, shall be furnished to the claimant prior to the expiration of the initial ninety (90) day period. The notice of denial shall set forth in a manner calculated to be understood by the claimant (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 to perfect the claim, and an explanation of why such material or information is necessary; (4) appropriate information as to the steps to be taken if the claimant wishes to submit his or her claim for review, and (5) a statement of the claimant’s

right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

- d) Any person may petition the Board of Trustees or its Appeals Committee, as its delegate, for review of the denial and must do so as a condition precedent to judicial review. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the denial, shall be accompanied by any pertinent documentary material not already furnished, and shall be filed with or received by the Administrative Office, within sixty (60) days after the petitioner received notice of the denial. The petitioner or his duly authorized representative shall be permitted to review pertinent documents and submit issues and comments in writing.
- e) Upon a good cause shown, the Board of Trustees, or its delegate, shall permit the petition to be amended or supplemented. The failure to file a petition for review within such sixty (60) day period shall constitute a waiver of the claimant's right to review the denial, provided that the Board may relieve a claimant of any such waiver for good cause if application for such relief is made within one year after the date shown on the notice of denial.
- f) A decision by the Board of Trustees, or its delegate, shall be made promptly and not later than the next regular meeting of the Board of Trustees or Appeals Committee, which are held quarterly, unless received within thirty (30) days of such regularly scheduled meeting, in which case the benefit determination shall be made no later than the date of the second such meeting following receipt of the request for review. If special circumstances require an extension of time for processing, a notice of such extension shall be furnished to the claimant prior to the commencement of the extension, including the date upon which the decision will be made. The decision on review will be made not later than the date of the third regular meeting following receipt of the request for review. A decision shall be rendered and notification of it provided to the petitioner, as soon as possible, but not later than five (5) days after the benefit determination is made. The petitioner thus shall be advised of the decision of the Board of Trustees, or its delegate, in writing. The decision shall be written in a manner calculated to be understood by the petitioner and shall include (1) a specific reason or reasons for the decision, (2) references to specific provisions of the Plan documents on which the decision is based, (3) a statement that the 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, and (4) a statement of the claimant's right to bring action under ERISA Section 502(a).
- g) The decision of the Board of Trustees with respect to petition for review shall be final and binding upon all parties, including the applicant, claimant or petitioner and any person claiming under the applicant, claimant or petitioner, subject only to judicial review as provided in subsection (a). These provisions shall apply to and include any and every claim to benefits from the Plan, and any claim or right asserted under the Plan, or against the Trust forming a part of the Plan, regardless of the basis asserted for the claim, and regardless of when the act or omission upon which the claim is based occurred, and

regardless of whether or not the claimant is a “Participant” or “Beneficiary” of the Trust and Plan within the meaning of those terms as defined in ERISA.

## **XVI. AVAILABILITY OF DOCUMENTS AND OTHER IMPORTANT INFORMATION**

As a Participant in the VSLPTO Plan with respect to Plan benefits 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:

- a) Receive Information about Your Plan and Benefits
  - Examine, without charge, at the Plan Administrator’s Office and at other specified locations, such as work sites 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 all 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.
  - 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.
- b) 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 Participant 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 Plan benefit or exercising your rights under ERISA.

- c) Enforce Your Rights.

If your claim for a 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 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 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 to be frivolous.

d) 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. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Trust Agreement establishing the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of the Plan and Trust whenever, in their judgment, conditions so warrant.

**SOUTHWEST CARPENTERS VACATION, SICK LEAVE AND PAID TIME OFF PLAN  
EFFECTIVE APRIL 1, 2022**

**ARTICLE I      TERMINATION OF THE PRE-2022 SOUTHWEST CARPENTERS VACATION PLAN**

**Section 1.      Sponsorship by the Trust.** The Southwest Carpenters Vacation Trust (the "Trust") was established in 1962 and continues as restated January 1, 2016 and amended by Amendment 2017-1 (the "Trust Agreement"). References herein are to provisions of the Trust Agreement and its definitions set forth in Article I. A purpose of the Trust under Article V, Section 1 is to establish a welfare plan of vacation or paid time off type benefits as described in Article I, Section 11, for eligible Employees (Participants) and to collect, manage, and administer Payments (Contributions) required to be paid to the Trust according to Collective Bargaining Agreements or Subscription Agreements requiring Payments to the Trust for purposes of such welfare plan.

**Section 2.      Termination of Old Plan.** The Trust has sponsored a vacation type plan continuously through March 31, 2022. Adoption, amendment, modification and termination of a plan under the Trust is performed by the Board in its settlor capacity under Article VII, Section 9. Benefits under the Southwest Carpenters Vacation Plan as in existence prior to April 1, 2022 (the "Old Plan") shall cease as of the last regular benefit payment date and the Old Plan and related Unfunded Benefits Program shall terminate effective March 31, 2022. In accordance with Article XIV, Section 3, all assets of the Trust including reserves, contributions receivable and any assets potentially attributable to the Old Plan shall be deemed attributable to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan upon the effective date of its adoption by the Trust. Any claims of participants with respect to the Old Plan shall be presented not later than March 31, 2025. Acting in its complete discretion, if the Board or its delegate determines that funds are available within the Trust and a claim under the Old Plan is sufficiently documented, it may grant such claim, provided any claim presented after March 31, 2025 shall be granted only upon clear and compelling grounds.

**ARTICLE II      TERMS AND CONDITIONS OF THE SOUTHWEST CARPENTERS VACATION, SICK LEAVE  
AND PAID TIME OFF PLAN**

**Section 1.      Establishment.** Effective April 1, 2022, the sole welfare plan sponsored by the Trust shall be the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Plan (the "Plan"). The operative terms and conditions of the Plan are set forth in the Summary Plan Description of the Plan, as attached hereto and as amended by the Board separately from time to time, supplemented by this document. Accordingly, the Plan Document at any relevant time shall consist of this document and the current Summary Plan Description, and the instruments under which the Plan is established or operated for purposes of Section 104(b)(4) of ERISA (pertaining to documents to be provided to Participants upon request) shall be such Plan Document, the Trust Agreement and any Collective Bargaining Agreements applicable to the requesting Participant.

**Section 2.      Interpretation.** In the exercise of its interpretive discretion, the Board determines that the provisions of the Plan are consistent with the Trust Agreement, and in particular Article VII (pertaining, among other things, to the timing of distributions and forfeitures under a welfare plan sponsored by the Trust). The Plan shall be administered and interpreted in accordance with its terms and the Trust Agreement, as determined by the Board in its complete discretion. The decisions of the Board respecting the Trust and the Plan shall be binding upon all interested parties.

**Section 3. Eligibility.** An Employee subject to an applicable Collective Bargaining Agreement shall become a Participant in the Plan when a Payment (Contribution) to the Trust from an Employer with respect to such Employee and the Plan is required pursuant to such Collective Bargaining Agreement. An Employee shall cease to be a Participant in the Plan when no Plan Account balance exists for such Employee based on Payments (Contributions) made, or due but unpaid, to the Trust. Only Participants shall have standing to make claims with respect to the Plan and Trust.

**Section 4. Plan Administrator.** The Plan Administrator of the Plan for purposes of Section 3(16) of ERISA shall be the Trust as an entity.

**Section 5. Delegate.** The Trust delegates to the Carpenters Southwest Administrative Corporation the recordkeeping of the Plan in accordance with the delegation arrangement with the Trust in place as of April 1, 2022.

**Section 6. Amendment and Termination.** The Plan may be amended, modified, discontinued or terminated by the Board in its complete discretion at any time subject to Section 3, Article XIV of the Trust Agreement.



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