

**SUMMARY PLAN DESCRIPTION
OF THE
TEAMSTERS UNION LOCAL NO. 331
HEALTH AND WELFARE FUND
SEPTEMBER 2014**



**TEAMSTERS UNION LOCAL NO. 331
HEALTH AND WELFARE FUND
TO ALL ELIGIBLE MEMBERS:**

Effective December 31, 2013, the Teamsters Local 331 Legal Services Trust Fund (the "Legal Services Fund") was merged into the Teamsters Union Local No. 331 Health and Welfare Fund (the "Fund"). The Trustees of the Legal Services Fund and the Trustees of the Fund determined that it was in the best interest of participants and beneficiaries of both Funds to merge the Funds. As a result, all benefits previously provided under the Legal Services Fund are now provided under the Fund and the benefits previously provided under the Fund continue to be provided under the Fund.

This Summary Plan Description ("SPD") summarizes the supplemental welfare benefits (Scholarship, Training, Legal Services and Bank of Hours/Hours Bank) provided to Covered Employees and Dependents under the Fund. Covered Employees and Dependents are entitled to receive these benefits as a result of collective bargaining between Teamsters Union Local 331 (the "Union") and Contributing Employers.

This SPD should be used as a guide to help better understand the benefits under the Fund. All changes and improvements to date have been incorporated in this SPD.

The entire cost of the Fund is paid by Employer contributions in accordance with applicable collective bargaining agreements with Teamsters Union Local 331.

This SPD does not discuss all of the provisions of the Fund, but must be read together with the Trust Agreement which sets forth the rights and obligations of the Trustees with respect to the operation of the Fund. In the event of any conflict between the terms of this SPD and the terms of the Trust Agreement, the terms of the Trust Agreement will prevail.

The Board of Trustees manages the Fund and makes all final decisions regarding eligibility and benefits under the Fund.

This SPD includes a great deal of important information for Covered Employees and their families. Please take the time to read through it. This SPD should be kept with other important papers and referred to when necessary. If either a Covered Employee or Dependent has any questions about the information provided in this SPD, he should contact the Benefits Office.

**BOARD OF TRUSTEES OF THE
TEAMSTERS UNION LOCAL NO. 331
HEALTH AND WELFARE FUND**

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**TEAMSTERS UNION LOCAL NO. 331
HEALTH AND WELFARE FUND**

**SECTION I
DEFINITIONS**

A. **Child** shall mean a Covered Employee's:

1. Natural Child;
2. Adopted Child, from the date the child is placed in the Covered Employee's home;
3. Stepchild, if such child is chiefly dependent upon the Covered Employee for support and maintenance; and
4. Child for whom a Covered Employee is required to provide Fund benefits by a Court or Administrative Order.

Foster children are not covered under the Fund.

B. **Contributing Employer** shall mean an employer who is obligated to contribute to the Fund in accordance with a collective bargaining agreement with the Union. The Union and the Benefits Office are also Contributing Employers with regard to the employees for whom they are obligated to contribute to the Fund.

C. **Covered Employee** shall mean an employee who is working for a Contributing Employer and who has met the initial and continuing eligibility requirements for benefits under the Fund.

D. **Dependent** shall mean a Covered Employee's:

1. Lawful wife or husband, excluding any spouse who is a Covered Employee. A Covered Employee cannot claim as a dependent a spouse who (i) is separated from the Covered Employee or (ii) lives separately from the Covered Employee; and
2. Unmarried child (including any step-child, legally adopted child or foster child) until the last day of the calendar year in which he attains age 19 (age 23 if a full-time student). However, the child must be wholly dependent upon the Covered Employee for support and maintenance and must be residing with the Covered Employee in a regular parent-child relationship.

E. **Fund** shall mean Teamsters Union Local No. 331 Health and Welfare Fund.

F. **Participant** shall mean a Covered Employee and, as appropriate, any Dependents.

G. **Trustees or Board of Trustees** shall mean the Employer Trustees and Union Trustees of the Fund

H. **Union** shall mean Teamsters Union Local 331.

SECTION II ELIGIBILITY

A. **General.** Unless otherwise provided in this Summary Plan Description, all active employees of a Contributing Employer, whose employment is governed by a collective bargaining agreement with a Contributing Employer and the Union, and their Dependents, are eligible for coverage under the Fund.

B. **Effective Date of Coverage.** Except as otherwise provided, an employee will become a Covered Employee on the date that he becomes eligible for benefits. However, if an employee is not at active full-time work on the date he would have otherwise become a Covered Employee, he will not become a Covered Employee until the date he returns to active full-time work.

C. **Scholarship Program.** A Covered Employee for the Scholarship Program is an employee who has worked under a collective bargaining agreement or participation agreement for a Contributing Employer for at least 288 days in the two (2) calendar years ending on the December 31st prior to the September for which the scholarship is first awarded. For employees employed by the Associated General Contractors, the requirement is at least 1,000 hours in each of the two (2) calendar years ending on the December 31st prior to the September for which the scholarship is first awarded. For employees employed in the Trade Show Industry, the requirement is that they be on a bona fide seniority list for trade show work. In addition, a deceased employee will be considered a Covered Employee for Scholarship Program purposes only if the deceased employee met the above requirements at the time of his death and the Child who is applying for a Scholarship Award was at least 12 years old at the time of the employee's death.

D. **Training Program.** A Covered Employee for the Training Program is an employee working under a collective bargaining agreement with an employer. However, preference will be given to those employees working under a collective bargaining agreement with a Contributing Employer that provides for contributions to the Training Program.

E. Legal Services Fund.

1. Employees not employed by the Trade Shows Industries or Associated General Contractors. A Covered Employee for the Legal Services Fund is an employee who has been employed for a period of 4 consecutive months with a Contributing Employer during which time he has worked a minimum of 120 hours each calendar month. This is the "initial eligibility requirement."

An employee will become eligible for benefits on the first day of the calendar month following completion of the initial eligibility requirement. However, an employee must meet the initial eligibility requirements over again if no contributions are remitted on his behalf for six (6) consecutive months, unless the employee is on workers' compensation or disability. Satisfactory proof that an employee is on workers' compensation or disability must be submitted to the Benefits Office.

After completion of the initial eligibility requirement, hours worked in any month in excess of 120 hours will be accumulated in the Covered Employee's bank of hours.

An employee of the Union or the Benefits Office will become a Covered Employee eligible for benefits on the first day of the first calendar month for which the Contributing Employer is obligated to make a monthly contribution to the Fund on his behalf.

2. Employees working for Employers in the Trade Show Industries. A Covered Employee for the Legal Services Fund is an employee who is employed by the Trade Show Industry and is on the bona fide industry list for trade show work.

3. Employees working for an Associated General Contractor. A Covered Employee for the Legal Services Fund is an employee who is employed by an Associated General Contractor and has met the following eligibility requirements:

*Work Period – 120
hours worked during
the month of:*

November
December
January
February
March
April

*Benefit Period – employee
will be eligible for benefits
during the month of:*

January
February
March
April
May
June

May
June
July
August
September
October

July
August
September
October
November
December

F. Bank of Hours/Hours Bank.

1. With respect to the Bank of Hours, eligibility was determined in 2007 as provided in Section VI, Bank of Hours/Hours Bank.

2. With respect to the Hours Bank, a Covered Employee continues to be eligible provided he works for a Contributing Employer at least 120 hours each calendar month as provided in Section VI, Bank of Hours/Hours Bank.

G. Termination of Eligibility.

1. Covered Employee. When a Covered Employee is dismissed from his job or quits his job, he will automatically lose his coverage under the Fund and will not be permitted to use his Bank of Hours or Hours Bank. With respect to the Legal Services Fund, if a Covered Employee was eligible for benefits when he first sought legal counsel for a specific matter, and his coverage would otherwise end (because he has exhausted his Hours Bank or his employment is terminated), his coverage for that specific matter will continue to the completion of the matter.

2. Dependent. A Dependent's coverage under the Fund will terminate at the same time as the Covered Employee's coverage under the Fund. However, a Dependent's coverage will also terminate in the following circumstances:

a. The Dependent becomes an employee of a Contributing Employer; or

b. The spouse or child no longer meets the definition of a Dependent.

H. Verification of Eligibility. With respect to the Legal Services Benefit, Participants are advised to contact the Benefits Office to verify eligibility for benefits before seeking legal services with the expectation that benefits will be paid by the Fund for such services.

I. Reinstatement of Coverage. If a Covered Employee's coverage is terminated for any reason, he may become eligible again for coverage by satisfying the Fund's eligibility requirements as a new employee.

SECTION III SCHOLARSHIP BENEFITS

Applications for Scholarship Awards must be submitted on or before the February 15th prior to the September in which the applicant will be attending college. Scholarship Awards will be made by September 15th of each year for that academic year. On an annual basis, the Trustees will determine how many Scholarship Awards the Scholarship Program will make.

A. Scholarship Awards. Each Scholarship Award will be up to \$2,000 for each consecutive year as a full-time student in an accredited two, three or four-year college or university, or until the student receives an associate's or bachelor's degree, whichever is first. Scholarships will be awarded for a maximum of four (4) consecutive years. A Scholarship Award generally will be sent directly to the school at which the Scholarship Award winner is enrolled, and credited to the student's account for payment of authorized college expenses (tuition, room and board, books, matriculation fees, etc.). The Scholarship Award is made on a reimbursement basis; that is, to pay only for out-of-pocket covered expenses incurred by the Scholarship Award winner.

B. Student Eligibility. To qualify for a Scholarship Award, an applicant must be at least a high school senior at the time of application and the unmarried Child of a Scholarship Program Covered Employee as defined above in Section III.A. Generally, only one Child of a Scholarship Program Covered Employee can be receiving a Scholarship Award at any one time. However, the Trustees reserve the right to consider siblings for Scholarship Awards as well.

C. College Admittance and Course of Study. The scholarship application is not an application for college admission. Scholarship Award winners are responsible for enrolling at the college of their choice. The Scholarship Award winners can use the scholarship only if accepted at an accredited two-year, three-year or four-year college or university and enrolled in a course of study leading to either an associate's or bachelor's degree. An accredited school is one so designated by a regional accrediting association of the National Conference of Universities.

D. Application Procedures. To be considered for a scholarship, the applicant must obtain an Application Form, Biographical Data Sheet and Secondary School Report Form from the Fund office. The following steps should then be followed by each applicant:

1. Fill out the Application Form.
2. Give the Application Form and the Secondary School Report Form to the school principal or guidance counselor to sign and enter the final class rank and class size for the student's junior year. The Secondary School Report Form should be completed in full by the school. Provide the school with a

stamped, addressed envelope so that it can mail the completed Application Form and Secondary School Report Form directly to the Fund office at:

Teamsters Union Local No. 331 Scholarship Program
c/o Teamsters Local 331 Benefit Funds Office
1 Philadelphia Avenue
Egg Harbor City, NJ 08215

3. The Application Form must reach the Fund office no later than February 15th of the year in which you will be attending college.

4. The applicant is responsible for submitting a copy of the appropriate SAT scores with his application. Only SAT scores from the junior year or from November or December of the senior year are accepted. PSAT scores are not accepted.

E. Selection of Winners. Several factors will be considered in determining Scholarship Award winners. These factors will include, but are not limited to, moral character, leadership qualities, seriousness of purpose, rank in high school class, and SAT scores. The Board of Trustees will determine the winners of the Scholarship Awards each year and may also base its decision in part on recommendations of an independent academic advisor selected by the Trustees to review the applications.

F. Requirements for Renewal of Scholarships. Continuation of the Scholarship Award from year to year shall be contingent upon the achievement of uniform standards determined by the Trustees. It is the obligation and responsibility of the Scholarship Award winner to provide the Fund office with official transcripts each semester that he is receiving a Scholarship Award. Lack of academic progress may result in loss of the Scholarship Award for future years.

SECTION IV TRAINING BENEFITS

The Fund provides the following training courses. To register for a specific course, the Training Program Covered Employee or Dependent as defined above in Section II.D must sign up at the Fund office.

A. Commercial Driving License Training Course. This course is available to Training Program Covered Employees. To obtain a commercial drivers license ("CDL"), a driver must pass the New Jersey CDL Examination that applies to the type of commercial vehicle that the driver will be driving. This course is specifically designed to help prepare a driver for the New Jersey CDL Examination. The following are offered:

1. Combination Vehicles Endorsement. This examination is taken by those drivers who operate a combination of vehicles with a GVWR of 26,001 or

more pounds, provided the GVWR of the vehicle being towed is in excess of 10,000 pounds GVWR, which includes all Class "A" license applicants.

2. Air Brakes Endorsement. This examination is taken by only those who drive vehicles with air brakes and therefore need an "Air Brakes" endorsement.

3. Doubles and Triples (T) Endorsement. This examination is taken by only those drivers who require a "T" (Doubles and Triples) endorsement because they will pull two or more trailers.

B. Computer Training. This course is available to both Training Program Covered Employees and Dependents. The computer training course aims to teach the basic concepts and components of a personal computer ("PC") and the usage of all operating systems. The course also provides an overview of commonly used application software in various categories such as word processors, spreadsheets, database management systems, and graphics and presentations.

C. Fork Lift Certification Classes. This course is available to Training Program Covered Employees. Fork lift operators must be fully trained and certified to operate a powered industrial truck. Certification is required by OSHA. Re-certification is required every 3 years.

SECTION V LEGAL SERVICES BENEFITS

A. **Exclusive Legal Services Provider**. The Fund has contracted with the law firm of **Willig, Williams & Davidson** to provide legal services benefits covered by the Fund. **Participants and Dependents remain free to hire another attorney of their choice; however, the Fund will not pay benefits to you or to your attorney if you use other legal services providers.**

B. **Benefit Limits**. The Fund will cover up to a total of 100 hours of Plan Attorney time for Covered Services (described in the next section) for a Participant each calendar year. The Fund will cover up to a total of 50 hours of Plan Attorney time for Covered Services for a Dependent each calendar year. The Participant will be responsible to pay any charges in excess of these Yearly Maximums directly to the law firm. If a Participant or Dependent incurs expenses that exceed the applicable Yearly Maximum in a given year, the excess expenses may not be carried forward to the following year. Similarly, if a Participant or Dependent incurs expenses during one calendar year that are less than the Yearly Maximum, the unused portion of the Yearly Maximum may not be carried forward and used in a subsequent calendar year.

C. Description of Benefits.

1. General Consultation and Advice. This benefit provides the Participant with the opportunity to consult with an attorney concerning any legal questions whatsoever. This benefit is in addition to the other enumerated benefits.

A Participant may consider consulting with an attorney as a “legal checkup” or to prevent or minimize potential problems before they develop into a lawsuit. The following are some typical examples of matters that might be covered in a consultation session:

- a. Review of contracts for home repairs.
- b. Review of contracts for the purchase or sale of personal property items.
- c. Conferences regarding family problems.
- d. Clearing up inaccurate credit reports.
- e. Advice to enable the Participant to pursue a claim in small claims court.

2. Domestic Relations (Family and Marital Problems). This benefit provides representation when a Covered Employee is confronted with legal action or initiates an action in an attempt to solve or alleviate some family or marital difficulty. These matters customarily include the following services that will be covered under the Fund:

a. Termination of Marriage. The filing of a complaint for divorce, separation, or annulment, or the appearance in defense of such a complaint on the Covered Employee's behalf, for either a husband or wife. This service contemplates the negotiation to make property settlement agreements or agreed support orders.

b. Adoption. The handling of adoption matters. This contemplates a typical adoption made with the approval or consent of both parents, or the approval of an agency should the adoption involve a non-related child. In this regard, it should be noted that the benefit does not include the payment of any fees or expenses to adoption agencies.

c. Child Support and Child Custody Proceedings.

d. Paternity Cases. Paternity cases involving suits against a male to establish his paternity and to enforce child support. This benefit

may be used by a mother who wishes to establish the fatherhood of a child born out of wedlock. This benefit may also be used for the defense of a male against whom such a suit has been filed. The cost of blood tests is not covered by the Fund.

e. Domestic Violence Proceedings. The prosecution or defense of a Covered Employee in a domestic violence proceeding.

3. Criminal Matters. This benefit provides representation for a Participant in the following criminal matters:

a. Indictable Offenses under the New Jersey Criminal Code.

b. Non-Indictable Offenses (which includes disorderly person offenses or petty disorderly person offenses) under the New Jersey Criminal Code.

c. Juvenile Delinquency Proceedings under the New Jersey Criminal Code.

Coverage consists of representation by an attorney through arraignment, entry of plea, bail setting, motions directed to the charge, and trial.

4. Civil Actions. This benefit includes representation for a Participant in the following matters:

a. Consumer Transactions. Matters involving consumer transactions include representation concerning claims or law suits arising from transactions for the purchase of goods or personal services, claims or suits seeking collection of any unpaid balance under contracts or purchase, or similar claims resulting from services rendered. In addition to the defense and disposition of such claims, should judgment be entered against the Participant, then representation will be undertaken in all supplementary proceedings.

This benefit also includes the preparation of creditor claims to be filed against a debtor who has filed bankruptcy.

b. Personal Injury. This benefit includes representation in matters of personal injury and negligence cases in which the Participant is a defendant only. Representation will only apply in cases where no insurance coverage is available, or where insurance coverage is limited.

5. Motor Vehicle and Traffic Violations. This benefit includes representation of a Participant with respect to motor vehicle or traffic violations which may result in license suspension, loss of license or points against a license.

6. Financial Services. This benefit includes representation of a Participant in the following matters:

a. Financial Counseling and Assistance. This benefit provides advice and counseling for Participants who may have financial problems. A Participant may contact an attorney to seek professional legal services regarding these problems and how they could or should be resolved. This benefit provides for the preparation and filing of a wage-earner petition or a voluntary petition in bankruptcy, through all the necessary proceedings. Also included are out of-court arrangements with creditors or settlements with creditors. The following are some typical examples of the types of coverage provided:

b. Wage-Earner Petition. This is a legal proceeding in which an individual can obtain up to three (3) years to pay off all or part of his or her debts within a certain payment schedule which first takes into consideration necessary living expenses.

c. Personal Bankruptcy. This usually affords to the individual the release from any further obligation to pay certain debts. However, it could result in the loss of real and personal property, but this can only be done after a complete review of all of the individual's assets and liabilities. The Fund will provide services for both voluntary and involuntary bankruptcy.

d. Out-of-Court Arrangements. This is similar to the wage-earner petition, but instead of going into court an agreement is worked out between an individual and his creditors for the payment of debts.

e. Out-of-Court Settlements. In some instances, creditors are willing to accept some lump sum cash settlement rather than a payment schedule.

f. Estate Planning, Wills and Probate. This benefit provides a Participant with representation in the following matters:

(i) Estate Planning. Each Participant is entitled to have a last will and testament, Power of Attorney and Advanced Health Care Declaration ("Living Will") prepared. This benefit provides for a period of discussion with an attorney as to the necessity for a will, the type of will, its preparation, or the preparation of a change to a current will, if required.

(ii) Probate. This benefit provides for a will to be offered for probate in the event of the death of a Participant or, in a case

where a will is not available, for an heir to petition the court for letters of administration through all the phases of estate administration.

(iii) *Estate Litigation*. This benefit also provides for legal representation in those instances where a Participant is, or should be, recognized as a beneficiary, heir or next of kin.

7. Permanent Residency. This benefit provides a Participant with legal representation in connection with applying for permanent legal residency in the United States, including the review and preparation of all required documents.

8. Real Estate Transactions. This benefit provides a Participant with representation that involves the review, preparation and examination of all documents concerning the purchase, sale or transfer of real property for personal use. Defense of mortgage foreclosure actions against a Participant who is the owner of a dwelling that is for his personal use is included. Any services concerning, the purchase or sale of real property used for business purposes is not covered.

9. Landlord and Tenant. The services under this benefit include the representation of a Participant who is a tenant. Covered services include:

- a. The lease of property for personal use.
- b. Representation in an eviction proceeding brought against a Participant for non-payment of rent.
- c. Assistance with problems Participants may have with their landlord regarding the landlord's failure to provide proper and necessary services to the Participant.

10. Document Preparation. This benefit provides a Participant representation that includes the preparation and notarization of legal documents. The benefit also includes charges made by the attorney for time spent gathering information relative to the preparation of the document.

11. Investigative Services and Expenses. This benefit covers court costs and disbursements related to Civil Actions, Criminal Actions, or Domestic Relations Proceedings covered by the Fund. These costs generally include necessary filing fees for legal documents in connection with a pending action or proceeding, fees for depositions, witness fees, printing and copying, photography, scientific or technical assistance and reports or tests.

D. Exclusions. The coverage provided under the Fund shall not apply to any and all of the following:

1. To any legal proceeding, except as provided above under Civil Actions – Personal Injury, in which a Participant is entitled to legal representation (or reimbursement for the costs of legal representation) from any source other than the Fund, whether or not the Participant exercises his right. The right, however, which a Participant has to legal services by reason of indigency or low income level, or to legal services provided by either governmental or voluntary agencies shall not preclude his right to benefits from the Fund.

2. To the defense of criminal proceedings where the Participant has been convicted of a prior violation of the same statute or ordinance within the two years immediately preceding the date of violation and where the Participant has received benefits from the Fund for the defense of the prior action.

3. To expenses and fees for services not performed by an attorney or by a paralegal under the direct supervision of an attorney, except as specified under the Investigative Services and Expenses benefit.

4. To expenses arising out of completing or filing tax returns.

5. To actions or proceedings in which the date of the transaction or event out of which the action arises precedes the effective date of the Participant's coverage under Fund.

6. To class actions, interventions, amicus curiae filings or other actions not involving the Participant's personal, immediate and direct interests.

7. To duplication of services previously claimed and relating to the same cause of action.

8. To any case where the attorney is to be paid by contingent fee or where the fee is provided by statute, or by a court, from an established fund.

9. To any action involving corporate or partnership interests or obligations, business pursuits, or patents or copyrights.

10. To actions against the Participant's employer or its officers or agents.

11. To actions against a labor organization or its officers or agents.

12. To actions against any fringe benefit program or plan, or the trustees, administrators, or employees thereof, in which any labor union participates or has an interest.

13. To actions against any employer or labor organization:
 - a. In matters arising under the National Labor Relations Act or the Taft-Hartley Act; or,
 - b. In matters where the labor organization would be prevented from paying legal costs under the provisions of the Labor Management Reporting and Disclosure Act of 1959.
14. To any action taken by any Participant against any other Participant.
15. To anyone except the Covered Employee in any type of proceeding in which the interest of a Dependent is opposed to the interest of the Covered Employee.
16. To fines, assessments and penalties.
17. To matters relating to Federal Employees Liability Act, Admiralty or Worker's Compensation Law.
18. To any civil action as plaintiff, pursued in court for which the monetary amount of the suit would fall within the jurisdiction of small claims court or its equivalent.

SECTION VI BANK OF HOURS/HOURS BANK

A. Health and Welfare Fund Bank of Hours ("Bank of Hours"). In 2007, the Fund stopped providing medical benefits, in favor of those benefits being provided through the Teamsters Health and Welfare Fund for Philadelphia & Vicinity ("TH&WF"). However, a number of participants in the Fund had built up banked hours in the Fund. For these Covered Employees, the Trustees established individual bookkeeping accounts ("Bank of Hours") funded by converting each individual's banked hours into dollars using the then-current TH&WF contribution rate for the conversion. These Covered Employees can apply to have the Fund pay money posted to their accounts to cover shortages or COBRA premiums charged by TH&WF, until their accounts are exhausted or until they otherwise lose eligibility as defined above, whichever is sooner. Bank of Hours benefits can only be used for such payments to the TH&WF.

B. Legal Services Hours Bank ("Hours Bank"). With respect to the Legal Services Fund, a Covered Employee working in excess of 120 hours per calendar month will be allowed to accumulate the difference in a bank of hours, the Hours Bank. The Hours Bank reserve is to be used in the event of a temporary lay-off or if the

Covered Employee works less than 120 hours per calendar month. This means that a Covered Employee will continue to be covered in the event of a temporary lay-off as long as he has enough hours in his Hours Bank to provide for his monthly eligibility. In no event will eligibility continue for a period greater than the hours accumulated in the Covered Employee's Hours Bank. In the event of dismissal or when a Covered Employee quits his job, he will automatically lose coverage immediately. The maximum number of reserve hours a Covered Employee may have in his Hours Bank is 360. However, an Associated General Contractor employee may have a maximum of 720 hours in his Hours Bank. Covered Employees of the Union and the Benefits Office are not permitted to have an Hours Bank.

SECTION VII CLAIM REVIEW PROCEDURES

A. **Initial Claim.** If a Participant (the "Claimant") does not receive benefits to which he believes he is entitled under the Fund or if the Claimant was requested to pay fees or costs which he believes should be paid by the Fund, the Claimant should immediately file a written claim with the Board of Trustees. The Board of Trustees will designate two (2) Trustees (one (1) Union Trustee and one (1) Employer Trustee) (the "Claims Coordinators") to make an initial determination with respect to the claim.

B. **Deadline for Initial Benefit Determination.** If a claim is wholly or partially denied, the Claims Coordinators shall notify the Claimant of the adverse benefit determination within a reasonable period of time, but not later than 90 days after the Claim Coordinators' receipt of the claim, unless the Claims Coordinators determine that special circumstances require an extension of time for processing the claim. If the Claims Coordinators determine that an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Claims Coordinators expect to render the benefit determination.

C. **Notice of a Denial of a Claim.** If the Claims Coordinators deny, in whole or in part, the Claimant's claim, the Claims Coordinators must provide the Claimant with written notice. A denial notice will include the following information:

1. The specific reasons for the denial.
2. The specific Fund provisions on which the decision is based.
3. A description of any additional information necessary to perfect the claim and an explanation of why such information is necessary.

4. A description of the Fund's claims appeal procedures, along with the applicable time limits for any appeal.

5. A statement that the Claimant has the right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, after he has exhausted all levels of appeal.

D. Appealing a Denied Claim. If the Claims Coordinators deny, in whole or in part, a claim, the Claimant must file an appeal in writing with the Board of Trustees within 60 days of receipt of the claim denial notice. On appeal, the Claimant will have the opportunity to submit written comments, documents, records and other relevant information. Upon request, the Claimant will have access to all information and documents relevant to the claim for benefits. The review will consider all information submitted, without regard to whether the information was submitted or considered in the initial benefit determination.

E. Deadline for Appeal of a Denied Claim. The Board of Trustees must respond to an appeal of a denied claim within a reasonable period of time, but not later than 60 days after the Board of Trustees' receipt of the request for review. If special circumstances require an extension of time for review of the claim, the Board of Trustees must notify the Claimant in writing, prior to the beginning of the extension, of the special circumstances requiring the extension and the date as of which a decision will be made. In no event shall the extension exceed a period of 60 days from the end of the initial period.

SECTION VIII ERISA STATEMENT

All Participants in the Fund are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Participants shall be entitled to:

Receive Information About the Plan and Benefits. Examine, without charge, at the Benefits Office and at other specified locations, such as work sites and union halls, all documents governing the Fund, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Fund 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 Board of Trustees, copies of documents governing the operation of the Fund, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Board of Trustees may make a reasonable charge for the copies.

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

Prudent Action by Fund Fiduciaries. In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Fund, called "fiduciaries" of the Fund, have a duty to do so prudently and in the interest of all Participants. No one, including the employer, the union, or any other person, may fire or otherwise discriminate against a Participant in any way to prevent him from obtaining a welfare benefit or exercising his rights under ERISA.

Enforce Your Rights. If a Participant's claim for a benefit is denied or ignored, in whole or in part, he has 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 periods.

Under ERISA, there are steps Participants can take to enforce the above rights. For instance, if a Participant requested a copy of plan documents or the latest annual report from the Fund and did not receive them within 30 days, he may file suit in a Federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay the Participant up to \$110 a day until he receives the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees. If a Participant has a claim for benefits which is denied or ignored, in whole or in part, he may file suit in a state or Federal court. If it should happen that Fund fiduciaries misuse the Fund's money, or if a Participant is discriminated against for asserting his rights, he may seek assistance from the U.S. Department of Labor, or he may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person he has sued to pay these costs and fees. If the Participant loses, the court may order him to pay these costs and fees if, for example, it finds his claim is frivolous.

Assistance With Your Questions. If a Participant has any questions about the Fund, he should contact the Board of Trustees. If a Participant has any questions about this statement or about his rights under ERISA, or if he needs assistance in obtaining documents from the Fund, he should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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. Participants may also obtain certain publications about their rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SECTION IX MISCELLANEOUS

A. **Assignment of Benefits.** Services provided under the Fund are not assignable, in bankruptcy or otherwise.

B. **Subrogation and Reimbursement.** The Fund shall have the right of subrogation and reimbursement if a Participant recovers attorneys' fees and/or costs against any person or entity with respect to matters for which services were provided under the Fund. Participants shall execute and deliver to the Fund any instrument, document, or paper and do whatever else is necessary to secure such rights for the Fund; and they shall do nothing to prejudice such rights. If the Fund's right of subrogation or reimbursement is not satisfied at the time payment is made by the third party, the party to which the payment is made shall hold all monies in constructive trust on behalf of the Fund to the extent of the Fund's right of subrogation or reimbursement. The Fund may achieve this reimbursement from a party to whom the benefits were paid either by direct payment or by offsetting the erroneous payment against any other benefits payable to or on behalf of the Participant in the future.

C. **Amendment.** The Board of Trustees has the sole and absolute discretion and authority to amend or modify the Fund at any time and for any reason, in accordance with the provisions of the Trust Agreement.

D. **Construe the Terms of the Fund.** The Board of Trustees has the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the Fund, the Trust Agreement and any other documents, and to decide all matters arising in connection with the operation or administration of the Fund. Without limiting the generality of the foregoing, the Board of Trustees shall have the sole and absolute discretionary authority (i) to take all actions and make all decisions with respect to eligibility for, and the amount of, benefits payable under the Fund; (ii) to formulate, interpret and apply rules, regulations and policies necessary to administer the Fund in accordance with its terms; (iii) to decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Fund; (iv) to resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Fund, the Trust Agreement or other Fund documents; and (v) to process, and approve or deny, benefit claims and rule on any benefit exclusions. All determinations made by the Board of Trustees with respect to any matter arising under the Fund, the Trust Agreement any other Fund documents shall be final and binding on all affected parties.

E. **No Profit from Fund.** No financial profit shall be derived from rendition of legal services under the Fund by any party other than Participants.

F. **Headings and Captions.** Headings and captions used herein have been inserted for convenience of reference only and shall be ignored with respect to construction of its provisions.

G. **Separability.** If any provision of the documents governing the Fund shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of such document, and the document shall be construed and enforced as if such provisions had not been included.

H. **Construction.** The masculine gender, where appearing in the Fund, shall be deemed to include the feminine gender, unless the context clearly indicates otherwise. The singular shall be deemed to include the plural, and the plural the singular, as the context may require.

SECTION X ADMINISTRATIVE INFORMATION

This Section provides you with information about how the Fund is administered.

- A. **Plan Name.** Teamsters Union Local No. 331 Health and Welfare Fund
- B. **Type of Plan.** This Plan is a welfare benefit plan designed to provide scholarship, training, legal services and bank of hours/hours bank benefits for eligible Participants and Dependents.
- C. **Plan Number.** 501
- D. **Employer Identification Number.** 23-6737795
- E. **Plan Sponsor.** The Plan Sponsor is the Board of Trustees.
- F. **Plan Year.** January 1 to December 31.
- G. **Plan Administrator.** Board of Trustees, Teamsters Local 331 Legal Services Trust Fund, 1 Philadelphia Avenue, Egg Harbor City, New Jersey 08215.
- H. **Plan Trustees.**

Union Trustees

Marcus W. King
President, Local 331
1 Philadelphia Avenue
Egg Harbor City, NJ 08215

Frank Phillips
V.P., Local 331
1 Philadelphia Avenue
Egg Harbor City, NJ 08215

Employer Trustees

Frank Banko, III
Warren Distributing Co. – South
200 South Route 73
Blue Anchor, NJ 08037

Thomas Ritter
A. E. Stone, Inc.
1435 Doughty Road
Egg Harbor Twp., NJ 08234

I. **Service of Legal Process.** Service of legal process may be made on the Board of Trustees.

J. **Fund's Attorney.** Willig, Williams & Davidson, 1845 Walnut Street, 24th Floor, Philadelphia, Pennsylvania 19103.

NOTES

(LABOR DONATED)