

# INLAND

## Refrigeration & Air Conditioning

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### Retirement Trust Fund Summary Plan Description

**Amended and Restated Effective May 1, 2014**

*Trust Fund Office:*



**SOUTHERN CALIFORNIA PIPE TRADES ADMINISTRATIVE CORPORATION**  
*501 Shatto Place, 5th Floor, Los Angeles, CA 90020 | (800) 595-7473 (213) 385-6161 | Fax (213) 385-2767 | [www.scptac.org](http://www.scptac.org)*



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**A MESSAGE FROM THE BOARD OF TRUSTEES  
OF THE INLAND REFRIGERATION AND AIR  
CONDITIONING RETIREMENT TRUST FUND**

To All Covered Employees:

We are pleased to provide you with this booklet explaining your Retirement Plan, including changes made to the Plan through May 1, 2014.

We believe you will want to read these rules and their explanations very carefully so that you will understand your rights to your pension. We have tried to explain all sections of the Plan as clearly as possible. However, the Plan is complicated. It is likely, therefore, that you will have questions after reading this booklet. You can call or write the Trust Fund Office for answers to any questions you may have about the Plan and how any rule affects you or your beneficiaries.

Please keep in mind that, for your protection, only the full Board of Trustees is authorized to interpret the Plan. Information you may receive from the union or individual employers or individual Trustees should be regarded as unofficial. To be official, any information or opinion concerning your rights under the Plan must be communicated to you, in writing, signed on behalf of the full Board of Trustees.

**YOU MUST KEEP THE TRUST FUND OFFICE INFORMED OF ANY CHANGE IN YOUR MAILING ADDRESS TO ENSURE THAT YOU RECEIVE ALL COMMUNICATIONS.**

We hope that you will find this booklet helpful and that you and your family will enjoy the protection of the Plan for many years to come.

Sincerely,

**BOARD OF TRUSTEES**

## **CHECKLIST: THINGS FOR YOU TO DO**

### Let us know where you are.

You must keep the Trust Fund Office informed of any change in your mailing address to ensure you receive all communications. The address and telephone numbers are:

Inland Refrigeration and Air Conditioning Retirement Trust Fund  
c/o Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor  
Los Angeles, CA 90020  
(213) 385-6161 (800) 595-7473 (213) 385-2767 (fax)  
[www.scptac.org](http://www.scptac.org) [info@scptac.org](mailto:info@scptac.org)

### If you are thinking about retirement or terminating employment.

Contact the Trust Fund Office. Get the information you need and file your application in plenty of time. You may need certain documents such as a birth certificate or marriage certificate, etc. The Trust Fund Office will tell you what you need.

### Qualified Military Service.

Effective December 12, 1994, the Trust will provide contributions, benefits and service credit for "Qualified Military Service," as that term is defined by federal law. Generally, you will be credited with Hours of Service commensurate with your military service if you leave your job to serve in the military and return to Covered Service within certain time frames. Contact the Trust Fund Office if you think you may be so entitled.

### Reciprocity with Other Pipe Trades Retirement Plans.

The Plan is party to reciprocity agreements with selected pipe trades retirement plans. If you work for a union contractor who contributes on your behalf to any of these selected plans, you may direct that contributions paid on your behalf be transferred to this Plan, your "home" Plan. Your Individual Account will be credited with the actual contributions received from the transferor plan. Since the reciprocity agreements are subject to change and the identity of the participating plans also changes, please contact your Plan Administrator to determine if a reciprocity agreement covers your work location. Contact the Trust Fund Office or your Local Union if you have additional questions or need any forms.

### Keep your records.

The accuracy and completeness of the records of your work in Covered Service is an important factor in determining the value of your Individual Account. You can protect yourself by checking your work records against the reports you receive from the Plan. Keep pay vouchers, payroll check stubs and other evidence of your employment until you are sure you have been credited with that work. Please advise the Trust Fund Office of any errors as soon as possible.

The Trustees reserve the right to adjust the Fund's records if errors are discovered.

Designation of a Beneficiary.

You should, for the protection of the person or persons you want to receive the Plan's death benefits if you die, be sure that you have made your beneficiary designation known to the Trust Fund Office. If your Beneficiary should die before you, or you want to change your choice for any other reason, you should inform the Trust Fund Office. Effective for beneficiary designations made on or after July 1, 2008 on a Trust-approved beneficiary designation form, the designation of your Spouse as a beneficiary may be revoked automatically upon your divorce.

Any Questions? Ask the Trust Fund Office.

You should contact the Trust Fund Office about any questions you have on the Plan and your rights and benefits under it, or about any disagreement you may have concerning your records. Remember, only information in writing, signed on behalf of the full Board of Trustees, can be considered official.

## SOME TERMS USED IN THIS BOOKLET

The Trust Fund Office. This is the office to which all communications about your retirement benefits should be addressed. It is the office to which anything for the Board of Trustees should be sent. Any inquiries about your rights and benefits and responsibilities under the Plan and any notice you may be required to give the Plan should be addressed to this office. The address and telephone numbers are:

Inland Refrigeration and Air Conditioning Retirement Trust Fund  
c/o Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor  
Los Angeles, CA 90020  
(213) 385-6161 (800) 595-7473 (213) 385-2767 (fax)  
[www.scptac.org](http://www.scptac.org) [info@scptac.org](mailto:info@scptac.org)

Employee. Any person who performs work covered by the Collective Bargaining Agreements for an Employer which is required to make contributions to this Plan. The term may also include employees of the Union.

Covered Service. Work covered by the Collective Bargaining Agreements for which your Employer is required to make contributions to this Plan.

Employer. Any member of the Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA) or any independent Employer that has a Collective Bargaining Agreement that requires the Employer to contribute to this Plan, the Inland Refrigeration and Air Conditioning Retirement Trust Fund.

Plan Year. The twelve consecutive month period from February 1 through the following January 31.

Valuation Date. The date on which Individual Accounts are valued. The Valuation Dates are April 30, July 31, October 31, and January 31 of each Plan Year.

Individual Account. The account established and maintained for each Participant in this Plan.

Union. The United Association of Journeymen and Apprentices of the Plumbing, Pipefitting, Sprinkler Fitting Industry of the United States, Canada and Australia, AFL-CIO, and its Local Unions (the “United Association” or the “U.A.”).

Collective Bargaining Agreement. A labor agreement between an Employer and the Union, which requires contributions to be made to the Trust Fund on behalf of Employees.

One-Year Break in Service. A Plan Year during which an Employee fails to work at least two hundred fifty (250) Hours of Service.



## **A BRIEF SUMMARY OF THE PLAN**

### Participation in the Plan.

Anyone who works for an Employer under the terms of a Collective bargaining Agreement is eligible to participate in this Plan on the date he or she is hired.

Participation in the Plan will automatically terminate upon death, a Break in Service, or the receipt of a benefit from the Plan.

### Individual Accounts.

Once an Employee becomes a Participant, the Trust Fund maintains a record of each Participant's interest in the Fund. This record, referred to as an Individual Account, includes all of the contributions made on an Employee's behalf by an Employer. The maintenance of the Individual Accounts is only for accounting purposes, and a segregation of the assets of the Trust Fund to each account is not required.

As soon as possible after each Valuation Date, each Participant's Individual Account is valued according to the following formula:

1. The amount in the Participant's Individual Account on the last previous Valuation Date; plus
2. The Employer contributions paid on the Participant's behalf during the current quarter of the Plan Year, if any; plus
3. A proportionate share of the allocated net earnings or losses of the Plan during the current quarter; plus
4. A proportionate share of the allocated expenses of the Plan during the current quarter; less
5. Any disbursements from the Individual Account, including any forfeitures or withdrawals.

If the market value of the Plan's total investments is lower than the total amount in all of the Individual Accounts, the value of each Individual Account will be reduced in proportion to the reduced market value of the Plan's investments.

Each Participant will receive a statement following the close of the Plan Year showing the balance in his or her Individual Account.

If your Employer has not made contributions to the Trust, your Individual Account will not be credited with the contributions not received.

Vesting.

Effective for contributions earned on or after February 1, 2008, if you have at least one Hour of Service on or after February 1, 2008 you will be fully vested after you have earned six (6) Years of Service, and you will be partially vested prior to six (6) years in accordance with the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 2	0%	100%
2 but less than 3	20%	80%
3 but less than 4	40%	60%
4 but less than 5	60%	40%
5 but less than 6	80%	20%
6 or more	100%	0%

Effective for contributions earned from February 1, 2007 through January 31, 2008, if you have at least one Hour of Service on or after February 1, 2007 you will be fully vested after you have earned six (6) Years of Service, and you will be partially vested prior to six (6) years in accordance with the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 1	0%	100%
1 but less than 2	10%	90%
2 but less than 3	20%	80%
3 but less than 4	40%	60%
4 but less than 5	60%	40%
5 but less than 6	80%	20%
6 or more	100%	0%

Effective for contributions earned from February 1, 1965 through January 31, 2007, if you have at least one Hour of Service on or after February 1, 1998 you will be fully vested after you have earned seven (7) Years of Service, and you will be partially vested prior to seven (7) years in accordance with the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 1	0%	100%
1 but less than 2	10%	90%
2 but less than 3	20%	80%
3 but less than 4	30%	70%
4 but less than 5	40%	60%
5 but less than 6	60%	40%
6 but less than 7	80%	20%
7 or more	100%	0%

Effective for contributions earned from February 1, 1965 through January 31, 2007, if you do not have at least one Hour of Service on or after February 1, 1998 you will be fully vested after you have earned ten (10) Years of Service, and you will be partially vested prior to ten (10) years in accordance with the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 1	0%	100%
1 but less than 2	10%	90%
2 but less than 3	20%	80%
3 but less than 4	30%	70%
4 but less than 5	40%	60%
5 but less than 6	50%	50%
6 but less than 7	60%	40%
7 but less than 8	70%	30%
8 but less than 9	80%	20%
9 but less than 10	90%	10%
10 or More	100%	0%

For purposes of vesting, one Year of Service shall be earned for each Plan Year after February 1, 1965 during which you complete one thousand (1,000) or more Hours of Service. For each Plan Year during which you complete at least one hundred (100), but fewer than one thousand (1,000) Hours of Service, you will earn fractional Years of Service on the basis of one-tenth (1/10) of a Year of Service for each one hundred (100) Hours of Service completed. "Hours of Service" generally mean each hour for which an employee is paid, or entitled to be paid.

Related Service for Vesting Purposes.

If an Employee works for an Employer in a position not covered by the Collective Bargaining Agreement and such employment is contiguous with his employment covered by the Collective Bargaining Agreement, such non-covered employment after February 1, 1976 shall be counted as Hours of Service in determining whether the Employee is entitled to a Year of Service. Contiguous employment is employment which follows or precedes employment covered by the Collective Bargaining Agreement with the same Employer without any intervening quit, discharge or retirement and which occurs while that Employer is obligated to contribute to the Plan on behalf of Employees covered by the Collective Bargaining Agreement.

Effective February 1, 2013, if an Employee works under the terms of a collective bargaining agreement with the United Association, or with Southern California Pipe Trades District Council 16 of the United Association, or a local union thereof, that requires the Employee's employer to contribute to a pension plan on his behalf for such work (but not to this Plan), such non-covered employment shall be counted as Hours of Service in determining whether the Employee is entitled to a Year of Service, provided the following conditions are met: (1) such non-covered employment must follow the Employee's Covered Employment by a period of not more than 12 months without any intervening quit, discharge or retirement, excluding periods of illness or injury resulting in disability (which disability has been established by evidence deemed sufficient by the Board of Trustees) and periods during which the employee was laid off from work in

Covered Employment but was available for work and on the Union's out-of-work list; and (2) during such period of separation, if any, the Employee must not have performed refrigeration or plumbing or pipe fitting work for compensation or profit within the territorial jurisdiction of the United Association or District Council 16.

#### Forfeitures and Breaks in Service.

After a Participant is vested, he will be eligible to receive payment of his Individual Account upon satisfaction of the conditions of eligibility for benefits as described below. However, if a Participant is not fully (100%) vested in his Individual Account and incurs five (5) consecutive One-Year Breaks in Service or receives a voluntary distribution of the vested portion of his Individual Account, the non-vested portion of his Individual Account will be forfeited. A One-Year Break in Service occurs when a Participant fails to work at least 250 Hours of Service during a Plan Year (February 1 to January 31).

A Participant who reaches age 65, or becomes totally disabled or dies prior to age 65, before his benefits are forfeited, will be 100% vested in his Individual Account regardless of whether he has completed ten (10) Years of Service.

#### Allocation of Forfeitures.

On each January 31 Valuation Date, all forfeitures will be allocated in the following order of priority: (1) to the Individual Account of any Employee as needed to pay contributions for Qualified Military Service; (2) to cover administrative expenses of the Plan; and (3) to restore forfeitures of a former Employee who has become reemployed and has repaid the amount of any prior distribution.

#### Investment of Individual Accounts.

The amount in each Participant's Individual Account is pooled with the amounts in all of the Individual Accounts and invested together.

As mentioned above, at each Valuation Date each Individual Account is credited with a pro rata share of the Plan's overall net investment return or loss in addition to the contributions received by the Plan on the Participant's behalf.

The Trustees shall hire either investment manager(s) qualifying as such under ERISA Section 3(38) or investment companies registered under the Investment Company Act of 1940 (mutual funds) or commingled trust funds open only to qualified retirement plans to invest Fund assets. The assets of the Plan will be invested (a) for the exclusive purpose of providing benefits to participants and their beneficiaries; and defraying reasonable expenses of administering the plan; (b) with the care skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; (c) by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. It is emphasized, however, that there is no guarantee of investment return or

principal when investing in securities. At any time, the value of a Participant's Individual Account will reflect any changes in the total value of all of the securities held by the Plan.

### Payment of Final Individual Account Balance.

Your final Individual Account balance is the amount of the benefit that is payable at the time of distribution of your benefit. Your final Individual Account balance is the amount in your Individual Account at the last Valuation Date prior to the later of (1) the date the Trust Fund Office receives your retirement application, or (2) the date you are eligible to receive a distribution, plus any applicable Employer contributions received by the Plan after such Valuation Date.

Example: If the Trust Fund Office receives your application on July 15, 2014, and you are then eligible to receive a distribution, the last Valuation Date will be April 30, 2014. If the Trust Fund Office receives your application on July 15, 2014, but you are not eligible to receive a distribution until August 1, 2014, the last Valuation Date will be July 31, 2014.

The calculation of your final Individual Account balance may change based on the results of the Plan's annual audit that takes place after the close of each Plan Year. This annual audit can take up to 5 months to complete. Therefore, if your application is received after a Valuation Date but before the completion of the annual audit for the most recently concluded Plan Year ended January 31, the Plan may pay benefits based on your quarterly Individual Account valuation but withhold a percentage of your payment pending completion of the audit. The percentage to be withheld will be ten percent (10%) unless the Board of Trustees determines to apply another percentage based on the Plan's investment performance and other factors.

### Eligibility for Benefits.

Your Individual Account Balance will be paid out only as a result of one of the following reasons:

1. Normal Retirement at age 65;
2. Early Retirement at age 55 with 10 years of service after February 1, 1965 or if vested;
3. Termination of employment before age 65;
4. Total Disability as established by receipt of Social Security Disability Benefits; or
5. Death

When you retire and have reached Normal Retirement Age, you are automatically vested and entitled to receive your entire Individual Account.

When you retire but have only reached Early Retirement Age, and you have 10 years of service after February 1, 1965, or are vested, you are entitled to receive your entire Individual Account.

When you terminate employment prior to Age 65 for reasons other than Early Retirement, Disability or Death. The vested percentage of your Individual Account, plus all subsequent investment earnings or losses on such amount, may be paid to you. Employees whose termination of employment occurs before age 55 will be entitled to the vested portion of their Individual Account twelve consecutive calendar months following such termination of employment provided they do not work in the refrigeration industry in any capacity within the territorial jurisdiction of the United Association following such termination of employment.

Employees whose termination of employment occurs between ages 55 and 65 will be entitled to the vested percentage of their Individual Account upon the earliest of the following: (1) twelve consecutive calendar months following such termination of employment provided they do not work in the refrigeration industry in any capacity within the territorial jurisdiction of the United Association following such termination of employment; or (2) twelve consecutive calendar months following the date of benefit application provided the participant has separated from service and is thus otherwise eligible for benefits.

If you terminate employment due to Disability (as defined above), you are automatically vested and entitled to receive your entire Individual Account.

If you die before you retire, your account is automatically vested and paid to your beneficiary(ies).

### Qualified Domestic Relations Orders (QDROs).

If you and your spouse divorce, the court may issue a “Qualified Domestic Relations Order” (QDRO) as part of the proceedings. A QDRO is an official order of the court that instructs the Trustees to pay all or part of your benefit to an alternate payee, either currently or at some time in the future. The Trustees are required by law to recognize and comply with QDROs, provided the order is submitted to and approved by the Trustees. Remember, a domestic relations order is not “qualified” (i.e. a QDRO) unless and until it has been “approved” by the Plan in accordance with the Plan’s procedures. You may obtain a copy of the QDRO procedures from the Fund Office without charge. Alternate payees may include your spouse, former spouse, child or other qualified dependent.

The Plan may charge the “alternate payee” in a proposed QDRO a reasonable fee, currently \$250.00 or actual charges by the Plan’s legal counsel if greater, to compensate the Plan for its reasonable expenses incurred by the Administrator, record keeper or legal counsel in proposing, reviewing or implementing QDROs.

### Repayment of Benefits.

If you received a distribution of your Individual Account when it was less than 100% vested and if you return to work in covered employment before you have five (5) consecutive One-Year Breaks in Service, you may, within one year after re-employment, repay to the Fund in one payment the benefit you received. Upon repayment, your Individual Account balance will be restored to the level reached before the distribution, unadjusted for any gains or losses since the

distribution.

### Forms of Benefit Payment.

The form in which your Individual Account will be paid depends on how you became eligible for benefits, your marital status and, in certain circumstances, how you choose to receive it.

### Retirement, Disability or Termination of Employment.

- **Married Participants**

If your Individual Account becomes payable to you as a result of retirement, disability or termination of employment, and you are married on the date benefits became payable, the automatic form of payment will be a Qualified Joint and Survivor Annuity. This means that the value of your Individual Account will be used to pay a fixed monthly benefit to you for your life, and upon your death, 50% of such monthly benefit will be paid to your surviving spouse until your spouse's death.

If you and your spouse do not want this form of payment, you may reject it and elect one of the optional forms of payment as outlined below. Your rejection must be in writing in a form required by the Trustees, contain the signature of you and your spouse, acknowledge the effect of the rejection, be witnessed by an authorized representative from the Trust Fund Office or notarized, and be submitted to the Trust Fund Office.

- **Unmarried Participants**

If your Individual Account becomes payable to you as a result of retirement, disability, or termination of employment, and you are not married on the date benefits become payable, the automatic form of payment will be a single Life Annuity. This means that the value of your Individual Account will be used to pay a fixed monthly benefit to you for your life and, upon your death, no further benefit will be payable.

If you do not want this form of payment, you may reject it and elect one of the optional forms of payment as outlined below. Your rejection must be in writing in a form required by the Trustees, contain your signature, be witnessed by an authorized representative from the Trust Fund Office or notarized, and be submitted to the Trust Fund Office.

### Death Before Retirement.

- **Married Participants**

If your Individual Account becomes payable as a result of your death, the automatic form of payment will be a Pre-Retirement Survivor Annuity for your surviving spouse. This means that the value of your Individual Account will be used to pay a fixed monthly benefit to your spouse for her lifetime with all payments ending on her death.

If your surviving spouse does not want to receive this form of payment, she may reject it and elect to receive instead the lump-sum optional form of payment outlined below.

You may designate someone other than your spouse to receive your Individual Account on your death if your spouse consents in writing.

- **Unmarried Participants**

If your Individual Account becomes payable as a result of your death, and you are not married on the date of your death, the automatic form of payment is a single lump-sum payment to your designated beneficiary.

In order to ensure that your Individual Account is paid to the person you want to receive it, be sure to file a beneficiary designation with the Trust Fund Office and keep it up to date. If you fail to designate a beneficiary, your Individual Account will be paid to your next of kin as provided by the California laws of intestate succession.

### Optional Forms of Payment.

An Employee and his spouse, if applicable, may reject the automatic form of payment as described above and request to have the Individual Account paid in any of the following forms:

1. An optional 75% joint and survivor form of benefit. Under this actuarially- adjusted form of benefit the value of your Individual Account will be used to pay a fixed monthly benefit to you for your life, and upon your death, 75% of such monthly benefit will be paid to your surviving spouse until your spouse's death;
2. A lump-sum payment; or
3. Installment payments to be paid over a period not to exceed 10 years.

The Trust Fund Office will provide you with a detailed written explanation of your benefits and your right to change payment options.

### Lump Sum Cash Out.

If your Individual Account Balance does not exceed \$5,000, the Trustees may pay your benefits in a lump sum payment without the consent of the payee.

### Tax Treatment of Distributions.

Generally, the money in a Participant's Individual Account is not taxable until it is actually received, and for the year of receipt it must be reported as taxable income. Federal law governs the withholding of income tax and tax free rollovers.

The Participant, and in some cases the Participant's spouse or former spouse or other eligible beneficiary(ies), may be given the opportunity to elect a direct transfer of eligible Plan distributions to an eligible retirement vehicle, such as another qualified plan, tax qualified



annuity, IRA, Roth IRA, or a qualified state or local government plan which accepts rollovers.

The recipient of Plan benefits must complete the appropriate forms and inform the Trust Fund Office of the name of the retirement vehicle to which he or she wishes to transfer his or her benefit amount, as well as any other information that is necessary to make the transfer. If an individual is eligible for a “rollover” to another eligible retirement vehicle and does not elect to do so, the Plan generally must withhold 20% of the distribution to offset federal income tax that may be owed. The individual may also be subject to a 10% federal penalty if he or she is under age 59½ at the time of the distribution. State withholding, tax, and tax penalties may also apply. The Participant or other eligible recipient of Plan benefits will be notified of his or her potential rollover rights at the time he or she requests a distribution.

The rules that determine whether a recipient of Plan benefits qualifies for favorable tax treatment are very complex. To determine the best way for a Participant or other eligible recipient to receive a distribution of Plan benefits and the tax consequences of any payment received, the recipient is strongly advised to discuss his or her particular circumstances with a qualified tax advisor.

Contact the Trust Fund Office for more details.

#### When to Apply for Benefits.

You may apply for your benefits whenever you retire, terminate employment or become disabled. Your beneficiary may apply following your death. Please see above for more complete information regarding the eligibility provisions.

You should apply as far in advance as possible since it may take many months to complete the application process.

You may postpone the commencement of your benefit payments until the later of (a) April 1 of the calendar year following the calendar year in which you attain age 70½, or (b) when you retire. Please contact the Trust Fund Office for more information.

#### How to Apply for Benefits.

The first step in applying for your benefits is to request an application from the Trust Fund Office. After you file your application, you will get information about your benefits, choices and other information which will help you make your decisions and select your form of benefit payment. Federal law requires that you and your spouse, if married, have 90 days before you receive your benefits to consider your benefit options. If you select an option, you may change your mind at any time before benefits are first paid. Benefits cannot be paid sooner than 90 days after you receive this information.

You will be considered as having filed your application for benefits when your application is received by the Trust Fund Office. You may need copies of several documents, such as a birth certificate, marriage certificate, domestic relations orders, etc. The Trust Fund Office can tell you

what you need.

If you are applying for a Disability benefit, you must submit a copy of your Social Security Disability Award.

If your surviving spouse or beneficiary is applying for benefits as a result of your death, he/she will need to submit a copy of the death certificate.

You can authorize a representative to file an application or appeal a denied application. The Trust Fund Office may require you to show proper authorization of the representative. Benefits cannot begin until at least 90 days after the completed application is received.

### How to Appeal a Decision on Your Benefits.

If your application for benefits is turned down, in whole or in part, the Trustees must notify you within 90 days of the date your application was filed. This notice must explain the reasons for the denial, state the Plan rule on which the denial is based, describe any additional information needed to perfect your claim for benefits (and an explanation of why it is necessary), describe what you can do to request a reconsideration and review by the Board of Trustees, and state your right to file suit under ERISA if your application is rejected on review.

There may be special circumstances which will make additional time necessary. In that case, the Board may take up to an additional 90 days. However, before the Board can take an extension of time, it must notify you in writing of the delay, the reasons for it, and when the Board expects to make a decision.

If you disagree with the decision of the Board, you can request a review, as long as your request is made within 60 days of the date you receive the written notice of denial. Your request must be in writing and state the reasons for disputing the decisions and be accompanied by copies of whatever substantiating evidence you may have. This should be addressed to the Trust Fund Office. As part of the review procedure, you can also request to see or have copies of all documents, records and other information relating to your application, free of charge.

The Board (or its subcommittee) will review your request at its next regularly scheduled quarterly meeting that occurs at least thirty (30) days after your request is filed.

There may be special circumstances which will make additional time necessary. In that case, the Board may have until the third regularly scheduled board meeting that occurs after your request is filed to make a decision. However, before the Board can take an extension of time, it must notify you in writing of the delay, the reasons for it, and when the Board expects to make a decision.

Sometimes the reason for taking an extension is to obtain additional information from you. In that case, the Board must make its decision by the later of: (1) the third regular meeting following the date your request for review was filed; or (2) the first regular meeting that is at least 30 days after you respond to the Board's request for information. If, after a reasonable

period of time, but not less than 90 days, you have not responded to a request for additional information from the Board, the Board may decide the appeal, provided you are notified in writing at least 60 days before the decision on review is made that such decision will be made regardless of whether you respond.

In all cases, the Board will notify you of its decision regarding your request for review within five (5) days after it is made.

If your application is turned down on review, in whole or in part, the Trustees must notify you in writing of the reason for the denial, the Plan rule on which the denial is based, your right to see or have, upon request and free of charge, copies of all documents, records and other information relevant to your application and your right to bring an action under ERISA Section 502(a).

The foregoing procedures must be followed by any person, including survivors, who are appealing a decision of the Board of Trustees. If the Board of Trustees does not follow these rules regarding applications and requests for review, and it does not correct the error without prejudice to you, you will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).

## **IMPORTANT INFORMATION**

The preceding material was prepared to explain as clearly as possible your rights and benefits and other important features of your Retirement Plan. For purposes of clarity, some of the precise detail of the rules has been summarized. Every effort has been made to assure the accuracy of the summary. However, nothing in this explanation is intended to change the rules of the Plan in any way.

In the event any question is created, your rights will be determined in accordance with the text of the Plan and by the procedures prescribed in the Plan. You are entitled to review a copy of the Plan document.

Only the full Board of Trustees is authorized to interpret the Plan. Neither the Union nor any Employer nor any of their representatives nor any individual Trustee is authorized to interpret the Plan or to act as an agent of the Board of Trustees.

If you have any questions about the Plan, contact the Trust Fund Office. The staff has the most current information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any questions. Information you receive from other sources is not official and may not be correct.

Address your inquiries to:

Inland Refrigeration and Air Conditioning Retirement Trust Fund  
c/o Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor  
Los Angeles, CA 90020  
(213) 385-6161 (800) 595-7473 (213) 385-2767 (fax)  
[www.scptac.org](http://www.scptac.org)  
[info@scptac.org](mailto:info@scptac.org)

## **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

In conformity with certain governmental regulations, the following technical information is supplied to you.

### Official Name of the Plan.

Inland Refrigeration and Air Conditioning Retirement Trust Fund

### Parties Maintaining the Plan.

Board of Trustees of the Inland Refrigeration and Air Conditioning Retirement Trust Fund  
c/o Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor  
Los Angeles, CA 90020

A complete list of the employers and employee organizations sponsoring the Plan may be obtained upon written request to the Plan Administrator, and is available for examination by Participants and beneficiaries.

Any Participant or beneficiary may request, in writing, information as to whether a particular employer or organization is a sponsor of the Plan (and that sponsor's address).

### Internal Revenue Service Plan Identification Number and Plan Number.

The Plan Identification Number (EIN) is 95-6377502. The Plan Number is 001.

### Type of Plan.

Defined Contribution.

### Type of Administration of the Plan.

The Board of Trustees of the Inland Refrigeration and Air Conditioning Retirement Trust Fund, as the Plan Administrator, has contracted with Southern California Pipe Trades Administrative Corporation, a third party administrator, to handle the day-to-day operations of the Plan.

### Plan Administrator.

Board of Trustees of the Inland Refrigeration and Air Conditioning Retirement Trust Fund  
c/o Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor  
Los Angeles, California 90020  
(213) 385-6161 (800) 595-7473 (213) 385-2767 (fax)

Agent for Service of Legal Process.

Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor  
Los Angeles, California 90020

Service of legal process may also be made upon any Trustee.

Trustees.

**Union Trustees**

Mr. Richard Edwards  
U.A. Local 364  
223 S. Rancho Ave.  
Colton, CA 92324

Mr. Bryan Smith  
U.A. Local 364  
223 S. Rancho Ave.  
Colton, CA 92324

Mr. John Sherman  
U.A. Local 398  
8590 Utica Ave., Ste. 200  
Rancho Cucamonga, CA 91730

Mr. Don Tanaka  
U.A. District Council #16  
501 Shatto Place, Suite 400  
Los Angeles, CA 90020

**Management Trustees**

Mr. Richard J. Sawhill  
ARCA/MCA  
3602 Inland Empire Blvd., #B-206  
Ontario, CA 91764

Mr. Ron Hickey  
EMCOR Service/Mesa Energy  
2 Cromwell  
Irvine, CA 92618-1816

Mr. Scott Limbacher  
Stater Bros.  
301 S. Tippecanoe Ave.  
San Bernardino, CA 92408

Mr. David Miles  
Building Aire, Inc.  
7755 Center Ave, Suite 1100  
Huntington Beach, CA 92647

Collective Bargaining Agreements.

The Plan is maintained pursuant to Collective Bargaining Agreements, copies of which may be obtained upon written request to the Plan Administrator. The Collective Bargaining Agreements are also available for examination by Participants and beneficiaries.

Source of Financing of the Plan.

All contributions to the Plan are made by Employers at fixed rates per hour worked or paid for in accordance with the Collective Bargaining Agreements.

Funding Medium.

Benefits are provided directly from the Plan's assets which are accumulated in the Trust Fund

established and maintained in accordance with the Trust Agreement.

#### Description of Provisions for Non-forfeitable Benefits.

A Participant achieves vested status in accordance with the provisions of Article V of the Plan.

#### Plan's Requirements Respecting Eligibility for Participation and Benefits.

A Participant becomes eligible in accordance with the provisions of Articles II, III, IV and V of the Plan.

#### Circumstances Which May Result in Ineligibility for, or Loss of, Benefits.

Your Individual Account may experience a loss in value due to investment losses, the payment of Plan operating expenses, and your Employer's failure to make required contributions, as described in "Individual Accounts" above. Furthermore, if you do not work a certain number of hours, you can lose ("forfeit") the non-vested portion of your Individual Account, as described in "Forfeitures and Breaks in Service" above. For information on what happens to forfeited amounts, please refer to "Allocation of Forfeitures" above. As described above, the non-vested portion of your Individual Account will no longer be credited with a share of the Plan's earnings and losses after you suffer five consecutive One-Year Breaks in Service.

#### Claims Procedure.

An application for benefits must be filed, in writing, with the Trustees.

If a Participant or beneficiary wishes to appeal a denial of a benefit, in whole or in part, a request for a review must be filed within 60 days after receiving the denial. For a complete description of the claims appeal procedure, see "How to Appeal a Decision on Your Benefits" above.

#### Statement of ERISA Rights.

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

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

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

annual report (Form 5500 services) 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.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and, if so, what your benefit would be at normal retirement age if you stop working under the plan now. If you do not have a right to a benefit, the statement will tell you what you have to do to obtain the right to benefits. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

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

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

### **Enforce Your Rights**

If your claim for a pension 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 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 in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in 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 those costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have



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

#### Important Note.

Nothing in the foregoing statement is meant to interpret or extend or change in any way the provisions expressed in the Plan. The Board of Trustees of the Plan reserves the right to amend, modify, rescind or discontinue all or part of this Plan at any time and for any reason, in its sole and absolute discretion in accordance with the plan documents governing the Plan.

#### Plan Termination.

The collective bargaining parties intend to continue the Plan described in this booklet indefinitely. Nevertheless, they reserve the right, subject to the provisions of the Collective Bargaining Agreements, to terminate or amend the Plan.

If the Plan is terminated, you will be entitled to the full value of your Individual Account to the extent funded as of the termination date, even if you are not 100% vested at that time. This amount will include the balance of your Employer's contributions to your account plus or minus investment performances as of the termination date.

All assets in the Trust Fund after payment of any expenses properly charged to the Inland Refrigeration and Air Conditioning Retirement Trust Fund will be distributed to you according to the value of your account in one lump sum. No part of the assets will be returned to any Employer.

#### For Non-English Speakers.

This booklet contains a summary in English of your Plan rights and benefits under the Inland Refrigeration and Air Conditioning Retirement Trust Fund. If you have difficulty understanding any part of this booklet, contact Mr. Joel E. Brick, the plan administrator, at the Southern California Pipe Trades Administrative Corporation, 501 Shatto Place, 5th Floor, Los Angeles, California 90020. You may also call the plan administrator's office at (213) 385-6161 or (800) 595-7473 for assistance. The fax number is (213) 385-2767.

