

Summary Plan Description/Plan
Rules & Regulations
of the Southern California Pipe Trades

VACATION & HOLIDAY Fund

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SECTION 1 INTRODUCTION

This Summary Plan Description/Plan Rules and Regulations (“SPD”) describes the benefits offered by the Southern California Pipe Trades Vacation & Holiday Plan (“Plan”). It applies on and after January 1, 2013.

It is very important that Participants in this Plan read this booklet carefully to understand how the Plan works. This booklet will familiarize Participants with how they become covered by the Plan and what the benefits are. Please keep this booklet for future reference.

The Board of Trustees is authorized to interpret these rules and regulations and the Trust Agreement. The Board has discretion to decide all questions under these rules and regulations and the Trust Agreement, including questions about eligibility for participation in the Plan, rights to benefits, the information and proof necessary to substantiate a claim for benefits and the definition of any Plan term. No Participant, individual Trustee, Employer, or Union representative has authority to interpret this Plan on behalf of the Board or to act as an agent of the Board.

The Board has authorized the Fund Office to respond in writing to written correspondence. If there is a question about benefits, please write to the Fund Office for an answer.

As a courtesy, the Fund Office may also respond informally to oral questions by telephone or in person at the Fund Office. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning the benefits. Keep in mind that in all matters communicated to the Participant, verbal or written, the Board of Trustees will have the ultimate authority and discretion to interpret the Plan documents and make an independent determination about a Participant’s entitlement to benefits.

The Plan and Fund are set up under a written Trust Agreement. Participants may obtain a copy of the Trust Agreement by writing to the Fund Office. This booklet sets forth the rules and regulations of the Plan.

Plan rules and regulations including entitlement to or the level of benefits may change from time to time. Participants will receive written notice explaining any changes. Please be sure to read all Plan communications and keep them with this booklet.

IMPORTANT

If there are any questions regarding eligibility or benefits, or if there are any questions regarding procedures, please contact the Fund Office.

If there is a change in family status, such as marriage, divorce, or the change in status of a Beneficiary or if there is a change of address, the Fund Office must be notified promptly and before any benefits are paid, but in no event later than 90 days after the event.

SECTION 2 PURPOSE OF THE PLAN

The Vacation and Holiday Fund was established to provide benefits during a Participant’s working years, specifically for vacation and holiday expenses. If the Participant works under a District Council #16 Collective Bargaining Agreement or certain Participation Agreements and his/her Employer makes Contributions to the Fund on his/her behalf, he/she will receive benefits for those Contributions in accordance with these rules and regulations.

The Plan is designed automatically to pay out to Participants 30% of the benefit in December (Holiday Payment) and 70% of the benefit in April (Vacation Payment). The Participant also has the right to request a free early payment (Interim Withdrawal), or to have the benefit electronically transferred monthly to his/her bank account, for a fee.

The Plan was established in 1971 through the negotiating efforts of District Council #16 and Employers in the plumbing and piping industry in Southern California. Union and Employer Trustees manage the Fund. The Trustees intend to continue the Plan indefinitely. However, the Trustees of the Plan have been given the power to amend or terminate the Plan, as they deem necessary.

SECTION 3 COVERAGE AND CONTRIBUTIONS

Participants are covered by the Vacation and Holiday Plan if they are working in a job covered by a District Council #16 Collective Bargaining Agreement, other collective bargaining agreement or Participation Agreement requiring contribution to the Plan and their Employer makes Contributions to the Plan on their behalf as required by the agreement. The Collective Bargaining Agreement determines the amount to be contributed. A Participant may not participate in this Plan if he/she is a sole proprietor or a partner in a partnership. Coverage is provided to employees of District Council #16, its affiliated local unions, and other organizations related to the union, provided there is a Participation Agreement between the employing organization and the Fund. Generally, an Employer’s employees are not covered by this Plan if they are not working under a Collective Bargaining Agreement.

All Contributions made to the Plan on a Participant’s behalf are placed in the Trust Fund for the benefit of all Plan

Participants. The Trustees of the Plan establish and maintain an Individual Account for each Participant. A Participant is qualified to receive a benefit from this Plan if his/her Employer has paid in Contributions on his/her behalf for work covered by the Plan.

SECTION 4 **ENROLLING IN THE PLAN**

At the time a Participant begins working, he/she must complete an Enrollment & Beneficiary Form. The Enrollment & Beneficiary Form may be obtained at any Local Union Office, the Fund Office or online at www.scptac.org. The form provides information about the Participant and his/her dependents and allows him/her to name a Beneficiary for the different funds he/she may participate in, including the Vacation & Holiday Fund.

SECTION 5 **INDIVIDUAL ACCOUNT**

When an Employer makes Contributions to the Plan for hours worked, the Contributions are credited to the Participant's Individual Account in the Plan. The Participant will receive a statement from the Fund Office each quarter that will include information about the transactions and current balance of the Vacation & Holiday Fund Individual Account.

SECTION 6 **HOW THE PLAN WORKS**

The Contributions paid by the Participant's Employer accumulate in his/her Individual Account. The automatic payment schedule of the Plan is a twelve-month cycle ending with the work month of October of each year. Contributions for the work month of October are generally received in November. Therefore the Contributions received during the twelve months ending November 30th are paid out automatically: 30% in December and 70% in the following April. Any late payments received from December through March, for hours worked through October, will be paid in full the following April.

When a Participant takes an Interim Withdrawal, or chooses the Monthly Benefit option, the amount of his/her automatic payments will be affected, and he/she may not receive an automatic payment.

In addition to the Contributions from the Participant's Employer, his/her Individual Account will share in any Surplus Distribution based upon the balance in his/her account as of November 30th. For those Participants selecting the Monthly Benefit option, a monthly fee will be deducted from each Participant's Individual Account. A Participant's share of Plan expenses as determined by the Trustees may be

deducted from a Participant's Individual Account if there is insufficient investment income to cover Plan expenses.

The Participant will only receive the amounts that have actually been contributed by his/her Employer. If the Participant's Employer fails to contribute to the Plan for the work that he/she performs, he/she will not receive those amounts until the Fund Office has collected the Contributions from his/her Employer. Refer to the "Summary of Vacation & Holiday Benefit Payments" chart.

SECTION 7 **BENEFIT PAYMENTS**

There are two automatic Normal Benefit payments every year called the Holiday Payment and the Vacation Payment. There is also an early payment option called an Interim Withdrawal, and a Monthly Benefit option. The benefit payments are disbursed as shown in the "Summary of Vacation & Holiday Benefit Payments" chart and explained in more detail below. All benefits will be paid by check unless the appropriate direct deposit form is accurately and timely filed.

A) Holiday Payment

During the period of December 1st through December 10th of each year, a Holiday Payment will be issued to any Participant with a balance in his/her Vacation & Holiday Individual Account as of November 30th. The Holiday Payment will be 30% of the Contributions in the Participant's Individual Account as of November 30 (generally for hours worked through the month of October) plus 30% of any Surplus Distribution posted to the Account.

B) Vacation Payment

During the period of April 1st through April 10th of each year, a Vacation Payment will be issued to any Participant with a balance in his/her Individual Account as of November 30 of the previous year (generally for hours worked through the month of October of the previous year). The Vacation Payment will be the remaining 70% balance of his/her Individual Account as of the prior November 30, plus any Surplus Distribution in the Individual Account, less any amounts paid as an Interim Withdrawal or as a Monthly Benefit.

C) Interim Withdrawal

The Participant may receive his/her account balance early by requesting an Interim Withdrawal. An Interim Withdrawal will disburse 100% of the available funds in his/her Individual Account. Only one Interim Withdrawal will be permitted each calendar year. That one withdrawal will be free of charge. No other Interim Withdrawals will be permitted.

- i) To request an Interim Withdrawal, the Participant must complete the required Request for Vacation & Holiday Interim Withdrawal Form and submit it to the Fund Office. If the request for Interim Withdrawal is in proper order, the disbursement will

be issued by the Fund Office within 30 calendar days of receipt of the request, except during the prohibited periods as described below.

- ii) The Participant can obtain the Request for Vacation & Holiday Interim Withdrawal Form from the Fund Office, any Local Union Office or online at www.scptac.org.
- iii) Interim Withdrawals are not permitted from approximately November 20th through December 10th and from March 20th through April 10th of each year, due to the preparations necessary for the Normal Benefit payments.
- iv) Contributions will be available in the Participant's Individual Account after the later of the date the Fund Office has processed the Contributions or seven calendar days from the date the funds are deposited.
- v) An Interim Withdrawal may affect the amount of the Surplus Distribution. Any Surplus Distribution that is calculated and allocated to the Participant's account in December is based upon the balance in his/her Individual Account as of November 30th. If the balance in the Participant's Individual Account as of November 30th is zero, or reduced due to an Interim Withdrawal or a Monthly Benefit, then he/she will receive no Surplus Distribution, or a reduced Surplus Distribution.

D) Monthly Benefit Option

A Participant may choose to receive a Monthly Benefit payment via direct deposit (ACH transfer) to his/her bank account.

- i) The fee for the Monthly Benefit option will be \$0.13 per hour distributed, which will be deducted at the time of distribution. This fee is designed to insure that Participants who choose this option absorb the extra expense of this option in addition to their share of regular Fund expenses. The Trustees may change the fee as needed.
- ii) Participants who choose the Monthly Benefit option will have no Interim Withdrawal option.
- iii) Participants may switch between the Normal Benefit option and the Monthly Benefit option at any time.
- iv) The Monthly Benefit payments will only be made via direct deposit to a bank account of which the Participant is the owner or a co-owner. No Monthly Benefit payments will be made via check, or to any party other than the Participant.
- v) An application form which includes a voided check (or deposit slip in the case of a savings account) must be received by the Fund Office by the 20th day of the month in order for monthly direct deposit to begin the following month.
- vi) The Fund Office will initiate a direct deposit to the account on or about the fifth business day of each month. The amount deposited will be the Available Balance of the Participant's Individual Account, less the \$0.13 per hour administrative fee.
- vii) Only Contributions received timely by the Trust can be paid. For example, if the Fund Office receives a complete and accurate Monthly Benefit (ACH) application on January 15, then at the beginning of

February, the Fund will generally pay Contributions for the December work month that were timely paid in January.

viii) **IMPORTANT:** The bank account must be open and capable of receiving deposits at the time of the direct deposit. If not, the funds will be returned to the Trust and unavailable to the Participant until the earlier of:

- a) The next Normal Benefit payment date (December or April), or
- b) On or about the fifth business day of the month following the receipt by the Fund Office of a new application and voided check or deposit slip for a valid account.

E) Normal Benefit Option

A Participant may choose to receive the Normal Benefit (December and April) payments, and the annual free Interim Withdrawal, via direct deposit (ACH transfer) to his/her bank account.

- i) An application form which includes a voided check (or deposit slip in the case of a savings account) must be received by the Fund Office by the 20th day of the month before the month in which the benefit is paid in order for it to be paid via direct deposit. If the form is not received timely, a check will be issued to the address on file with the Fund Office.
- ii) Only Contributions received timely by the Trust from the Employer can be paid.
- iii) Direct deposit can only be made to a bank account of which the Participant is the owner or a co-owner. No benefit payment will be made to any party other than the Participant.
- iv) **IMPORTANT:** The bank account must be open and capable of receiving deposits at the time of the direct deposit. If not, the funds will be returned to the Trust and unavailable until:
 - a) The Participant submits a revised direct deposit application form;
 - b) The Participant rescinds his/her direct deposit application form (in which case a check will be issued); or
 - c) The next Normal Benefit (April or December) payment (in which case a check will be issued).

SECTION 8 PROHIBITED PERIODS FOR INTERIM WITHDRAWALS

During the period of approximately November 20th through December 10th and from March 20th through April 10th of each year Interim Withdrawal are unavailable due to the preparations necessary for the automatic payments.

Summary of Vacation & Holiday Benefit Payments

Benefit Payment	Date of Payment	Amount of Payment	Forms Required	Fees Charged
(A) Normal Benefit Holiday Payout	Dec 1 st – Dec 10 th	30% of balance of Contributions received through November	Automatic – no form required	No fee charged for this Payment
(B) Normal Benefit Vacation Payout	April 1 st – April 10 th	Remaining balance of Contributions received through the previous November	Automatic – no form required	No fee charged for this Payment
(C) Interim Withdrawal	Only one free Interim Withdrawal will be permitted each calendar year.	100% of the Available Balance in the Participant's Individual Account	Request for Vacation & Holiday Interim Withdrawal Form	No fee charged for this Payment
(D) Monthly Benefit Option	On or about the fifth business day of each month.	100% of the Available Balance in the Participant's Individual Account, less administrative fees.	Monthly Benefit Election form	\$0.13 per work hour distributed

Example of Vacation & Holiday Payment Cycle

Work Month	Deposit Date	Contribution Amount	Benefit Distributions	Balance in Individual Account
Nov 2011	12/10/11	\$300.00		\$300.00
Dec 2011	01/10/12	\$300.00		\$600.00
Jan 2012	2/10/12	\$300.00		\$900.00
Feb 2012	3/10/12	\$300.00		\$1,200.00
Mar 2012	4/10/12	\$300.00		\$1,500.00
Apr 2012	5/10/12	\$300.00		\$1,800.00
May 2012	6/10/12	\$300.00		\$2,100.00
Jun 2012	7/10/12	\$300.00		\$2,400.00
Jul 2012	8/10/12	\$300.00		\$2,700.00
Aug 2012	9/10/12	\$300.00		\$3,000.00
Sep 2012	10/10/12	\$300.00		\$3,300.00
Oct 2012	11/10/12	\$300.00		\$3,600.00
Surplus Distribution:	12/1/12	\$54.00		\$3,654.00
Holiday Payment:	12/5/12		- \$1096.20	\$2,557.80
Nov 2012	12/10/12	\$300.00		\$2,857.80
Dec 2012	01/10/13	\$300.00		\$3,157.80
Jan 2013	02/10/13	\$300.00		\$3,457.80
Feb 2013	03/10/13	\$300.00		\$3,757.80
Vacation Payment	04/05/13		-\$2557.80	\$1,200.00

Notes:

The above example assumed that no Interim Withdrawals were taken, or Monthly Benefit payments made, from this Individual Account.

The accumulation period in this example was from November 2011 through October 2012. The amount accumulated during this period was \$3,600.

The Surplus Distribution was posted to the Individual Accounts based upon the balance as of 11/30/12.

The Holiday Payment was 30% of the amount accumulated plus the Surplus Distribution: $\$3,654 \times 30\% = \$1,096.20$

The Vacation Payment was the remaining 70% for Contributions through work month October - \$2,557.80

The balance of \$1,200 left after the Vacation Payment goes towards the accumulation for the next year's cycle and will be included in the payments issued in December 2013 and April 2014.

SECTION 9 **TAXATION OF VACATION & HOLIDAY BENEFITS**

Contributions to the Vacation & Holiday Plan are included in the Participant's taxable income from his/her Employer and are reported on Form W-2. The gross wages reported on the Participant's paycheck include the Vacation & Holiday Contributions that his/her Employer is required to contribute to the Plan. Therefore, it is not necessary to include the payment of Contributions a Participant receives from the Plan as part of the Participant's taxable income. However, the Participant's pro-rata share of any net earnings of the Plan, referred to as the Surplus Distribution, is considered taxable income to the Participant.

SECTION 10 **DEATH BENEFITS & BENEFICIARIES**

When a Participant completes his/her Enrollment & Beneficiary Form he/she will designate one or more Beneficiaries to receive his/her benefits in the event of his/her death. If a Participant dies, the total amount in his/her Individual Account will be paid to his/her Beneficiary(ies) in one lump sum. The Participant may change his/her Beneficiary(ies) at any time by completing a new form. If the Participant does not designate a Beneficiary and submit the Beneficiary Form to the Fund Office before his/her death or if the Participant's Beneficiary dies before the Participant does and no new Beneficiary Form is timely submitted to the Fund Office, the lump sum benefit will be paid to the following in order of priority:

- A) First, to the Participant's Spouse, if any;
- B) Second, to the Participant's child(ren), if he/she has no surviving Spouse;
- C) Third, to the Participant's parent(s), if he/she has no surviving Spouse or child(ren);
- D) Fourth, to the Participant's sibling(s) (brothers and sisters), if he/she has no surviving Spouse, child(ren), or parent(s); or
- E) Fifth, to the Participant's estate, if he/she has no surviving Spouse, child(ren), parent(s), or sibling(s).

If the Participant designates his/her Spouse as his/her Beneficiary and subsequently gets divorced, the Participant's former Spouse is automatically revoked as the Beneficiary upon the date of divorce. Therefore, it is important that the Participant complete a new Enrollment & Beneficiary Form following a divorce, even if he/she wants his/her former Spouse to remain his/her Beneficiary.

SECTION 11 **PLAN EXPENSES AND SURPLUS DISTRIBUTION**

Income earned from Plan investments, if any, plus unclaimed Vacation & Holiday benefits, go into a general fund from which reasonable and necessary expenses of operating the Plan are deducted. The remaining balance after paying the expenses of the Plan, if any, is distributed to the Plan Participants. This is called the Surplus Distribution. If there are insufficient investment returns and unclaimed benefits to pay the Plan's operating expenses, expenses will be paid by a pro-rata reduction from each Participant's Individual Account.

The amount of the Surplus Distribution is calculated based upon the Plan's operations for the twelve months ending October 31st, with a small sum held in reserve.

The Surplus Distribution, if any, is credited to the Participants' Individual Accounts just prior to the Holiday Payment. It is distributed on a pro-rata basis based on the account balances as of November 30th. An Interim Withdrawal or Monthly Benefit payment prior to November 30th will affect the amount of Surplus Distribution received, as described above.

The Surplus Distribution, if any, of the Plan is allocated to all the Individual Accounts on a pro-rata basis. That means that the larger the Participant's balance as of November 30th, the larger the Participant's share of the Surplus Distribution will be.

SECTION 12 **FORFEITURE OF UNCLAIMED BENEFITS**

Any Contributions or Surplus Distributions that have been credited to an Individual Account and not withdrawn or claimed by the Employee or Beneficiary within two years following the end of the Plan Year the account was credited, will be forfeited to the Trust Fund. No Employer or Union, nor any Employee or Beneficiary under the Trust, nor any person, firm or association other than the Trust, shall have any right, title or interest in such monies. These forfeited benefits will be included as income to the Trust and will be used to defray Plan expenses with any balance included in the calculation of the next Surplus Distribution.

SECTION 13 **LIEN & LEVY OF BENEFITS**

The Participant's benefits may be subject to a lien or levy if a legal court order is received by the Vacation & Holiday Fund. The Fund will provide the Participant with a remittance notice of any payments made toward the lien or levy.

SECTION 14

ACCOUNT MAY NOT BE PLEDGED OR ASSIGNED

The Participant may not pledge his/her Individual Account as security for a loan or any other purpose. A Participant may not assign his/her benefit to any other individual, entity or party.

SECTION 15

CHECKING THE QUARTERLY STATEMENT

The Fund Office issues Quarterly Statements that the Participant should carefully review. If a Participant fails to promptly (before the next quarterly statement) correct any errors on his/her Statement, the Fund reserves the right to deny a claim to correct the Statement at a later date. Any Contributions to or disbursements from the Participant's Vacation and Holiday Account will appear on these statements. The "Deposits Received and Quarterly Statement Dates" table set forth below summarizes the statement cycle.

Deposits Received and Quarterly Statement Dates		
Hours Worked From:*	Deposits Received From:**	Date of Quarterly Statement
January 1st through March 31 st	February 1st through April 30th	May 1
April 1st through June 30th	May 1st through July 31st	August 1
July 1st through September 30th	August 1st through October 31st	November 1
October 1st through December 31st	November 1st through January 31st	February 1

* Hours Worked represent the normally reported period only. Delinquent reporting by the Employer will affect the work months that appear on the statement.

** Deposits received are based upon the accounting cycle and the exact cutoff date may vary.

SECTION 16

APPEALS PROCEDURE

This Plan includes a claims and appeal procedure that must be followed. Be sure to read it carefully before filing a claim or a lawsuit involving the Plan, the Board of Trustees, or the Fund. The purpose of the appeals procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without costly litigation.

Filing a Claim. The Fund will treat any written request for a Plan benefit or any other written claim for Fund action made by the Participant (or the Participant's authorized representative) in accordance with the procedures described in this Summary Plan Description as a "claim for benefits." The Participant has the right to appeal any Fund decision regarding the amount or timing of a benefit withdrawal or any other Fund decision affecting the Participant's rights under the Plan using the procedures set forth below.

Except for benefits from the Fund that are paid automatically, in order to make a claim for benefits, the Participant must obtain an approved form from the Fund Office. The form must be completed, signed and submitted to the Fund Office. A claim will be treated as submitted on the date it is received by the Fund Office. If the form is incomplete, the Participant will be notified as soon as possible with a written request for additional information.

Processing a Claim. Every effort will be made to process the Participant's claim within 90 days after its receipt by the Fund Office. This 90-day period will begin upon receipt of the written claim by the Fund Office without regard to whether all of the information necessary to decide the application has been submitted.

If a decision on the claim cannot be made within 90 days of its receipt, a letter will be sent to the claimant, prior to the expiration of the 90 days, explaining the special circumstances requiring another 90 days to take action. If final action cannot be taken at the end of the second 90-day period, the claimant will be sent a written explanation in advance of the expiration of the second 90-day period. Where appropriate, the claimant will be awarded any partial benefits that can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, the Fund Office will conditionally deny the claim. The Fund Office will continue to seek the necessary information to make a final determination.

If the claim is denied, in whole or in part, the Fund Office will provide the claimant with a written notice that states the specific reason(s) for the denial, refers to the specific Plan provisions on which the denial is based, describes any additional material or information that might help the claim, explains why that information is necessary, and describes the Fund's review procedures and applicable time limits, including a right to bring a civil action under Section 502(a) of ERISA.

Appeal Rights. If the claim is denied, in whole or in part, the claimant may request that the Appeals Committee of the Board of Trustees review the benefits denial. All appeals must be in writing and must be received by the Fund Office within 180 days after the claimant receives the written notice of the denial from the Fund Office. Failure to file a timely written appeal shall constitute a complete waiver of rights to appeal, and the decision of the Fund Office will be final and binding.

In presenting the appeal, the claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim. The claimant is also entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. Personal appearances on appeals are at the discretion of the Appeals Committee.

A written appeal should state the specific reasons why the claimant believes the denial of his/her claim was in error. The claimant should also submit any documents or records that support the claim. This does not mean that the claimant is required to cite all of the Plan provisions that apply or to make “legal” arguments; however, he/she should state clearly why he/she believes he/she is entitled to the benefits or other relief he/she is claiming. The Appeals Committee can best consider the claimant’s position if it clearly understands the claims, reasons, or objections.

The review of the Appeals Committee will take into account all comments, documents, records, and other information that is submitted, without regard to whether such information was submitted or considered by the Fund Office in its determination.

The Appeals Committee will meet at least once each quarter to review pending appeals. The decision of the Appeals Committee will be made by the meeting immediately following the date the appeal is received by the Fund Office. If the appeal is received during the 30 days preceding the meeting, the decision will not be made until the second meeting following receipt of the appeal. The time for processing an appeal may be extended in special circumstances by written notice to the claimant prior to the beginning of the extension. Such an extension may only last until the third meeting following receipt of the appeal.

Notice of Decision of Appeal. Written notice of the decision of the Appeals Committee will be sent within five days from the date of the meeting at which the appeal was reviewed.

If an appeal is denied, in whole or in part, the written decision will include: the specific reason(s) for the denial; the specific Plan provisions on which the denial is based; a statement indicating that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and a statement of the claimant’s right to bring a civil action under Section 502(a) of ERISA.

The decision of the Appeals Committee on review is final and binding on all parties, including anyone claiming a benefit on

the Participant’s behalf. The Appeals Committee has full discretion and authority to determine all matters relating to appeals including, but not limited to, the standard of proof required for any claim and the application and interpretation of the Plan.

If the Appeals Committee denies an appeal, and you decide to seek judicial review of the Appeals Committee’s decision you have the right to file a civil action under Section 502(a) of ERISA. Any such appeal may be subject to limited judicial review to determine only whether the decision was arbitrary and capricious. No lawsuit may be brought without first exhausting the above claims and appeals procedure. If you have not first submitted documents or other evidence to the Appeals Committee during the consideration of your appeal you may be barred from using it in any subsequent court action.

SECTION 17

GENERAL INFORMATION

A) Name of Plan

This Plan is known as the Southern California Pipe Trades Vacation & Holiday Fund.

B) Plan Sponsor and Administrator

The Board of Trustees is both the Plan Sponsor and the legal Plan Administrator under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Board of Trustees is also the Named Fiduciary of the Plan.

C) Board of Trustees

The Board of Trustees consists of Employer and Union representatives, selected by the Employers and the Union, in accordance with the Trust Agreement that relates to this Plan.

If you wish to contact the Board of Trustees you may use the address and telephone number below:

Board of Trustees of the
Southern California Pipe Trades
Vacation & Holiday Fund
501 Shatto Place, 5th Floor
Los Angeles, California 90020
(800) 595-7473
(213) 385-6161
www.scptac.org

D) Administrator

The Board of Trustees has designated the Fund Administrator to perform the routine functions of the Plan. To contact the Fund Administrator, write or call:

Mr. Joel E. Brick
Southern California Pipe Trades Administrative
Corporation
501 Shatto Place, 5th Floor

Los Angeles, California 90020
(800) 595-7473
(213) 385-6161
www.scptac.org

E) Identification Numbers

The number assigned to the Plan by the Internal Revenue Service is 95-6097354. The Plan Number is 502.

Agent for Service of Legal Process
The name and address of the agent designated for the service of legal process is:

Mr. Joel E. Brick
Southern California Pipe Trades Administrative
Corporation
501 Shatto Place, 5th Floor
Los Angeles, California 90020

F) Source of Contributions

The benefits described in this booklet are provided through contributions forwarded to the Plan by the Employers. The contribution amount is determined by the provisions of the Collective Bargaining Agreement. The Fund Office will provide the Participants, upon written request, a complete list of Employers and Unions and their addresses who are parties to the Collective Bargaining Agreement. All Contributions and income from earnings are used exclusively for providing benefits to Employees and Beneficiaries and for paying expenses incurred with respect to operation of the Plan.

G) Type of Plan

The Plan is a multiemployer welfare benefit plan.

H) Collective Bargaining Agreement

Contributions to the Fund are in accordance with Collective Bargaining Agreements between Employers and Southern California Pipe Trades District Council #16 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (AFL-CIO). The United Association local unions affiliated with District Council #16 are Numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 494, 582 and 761. The Fund Office will provide the Participant, upon written request, a copy of the applicable Collective Bargaining Agreement. The Collective Bargaining Agreement is also available for examination at the office of the Fund Administrator. The following are the Employer Associations with whom District Council #16 has a bargaining relationship which requires contribution to this Plan:

- i) California Plumbing & Mechanical Contractors Association (CPMCA);
- ii) Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA); and
- iii) Mechanical Service Contractors of San Diego (MSCSD).

I) Termination

It is intended that the Vacation & Holiday Plan will continue indefinitely, but the Board of Trustees reserves the right to change and/or discontinue the Plan and the Trust Fund at any time. The Trustees may terminate the Plan and Trust Fund by a document in writing adopted by a majority of the Union Trustees and a majority of the Employer Trustees if in their opinion the Fund is not adequate to carry out its intent and purpose or is not adequate to meet the payments due or which may become due. The Plan and Trust Fund may also be terminated if there are no individuals living who can qualify as Participants or Beneficiaries under the Plan. Finally, the Plan and Trust Fund may be terminated if there are no longer any Collective Bargaining Agreements requiring contributions to the Plan and Trust Fund. The Trustees have the complete discretion to determine when and if the Fund should be terminated.

If the Plan and Trust Fund are terminated, the Trustees will pay the expenses of the Fund, arrange for a final audit, give any notices and prepare and file any reports which may be required by law, and apply the assets of the Fund in accordance with the Plan including amendments adopted as part of the termination until the assets of the Fund are distributed. Under no circumstances will any portion of the Fund revert or inure to the benefit of an Employer or the Union.

J) Trust Fund

The Fund's assets are held in trust by the Board of Trustees of the Southern California Pipe Trades Vacation & Holiday Fund.

K) Identity of Provider of Benefits

Benefits are provided directly by the Trust Fund. All of the types of benefits provided by the Plan are set forth in this booklet.

L) Action of Trustees

The Trustees have full discretion and authority over the standard of proof required for any inquiry, claim, appeal, and over the application and interpretation of the Plan and Trust. No legal proceeding shall be filed in any court or before an administrative agency against the Plan or its Trustees, unless all review procedures with the Trustees have been exhausted.

M) Right to Amend

The Trustees have the complete discretion to amend or modify the Plan or Trust, and any of their provisions, in whole or in part, at any time.

N) Plan Year

The Plan Year is the Calendar Year from January 1 through December 31.

O) ERISA Rights

As a Participant in the Southern California Pipe Trades Vacation & Holiday Plan, 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:

- i) **Receive Information about Your Plan and Benefits**
Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and 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 insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.

- ii) **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 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 welfare benefit or exercising your rights under ERISA.

- iii) **Enforce Your Rights**
If your claim for a welfare benefit is denied 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 materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a

medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- iv) **Assistance with 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, 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 (EBSA), 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. For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 1-800-998-7542 or contact the EBSA field office nearest you.

You may also find answers to your Plan questions at the website of the EBSA at www.dol.gov/ebsa/. A list of EBSA Field Offices is located at www.dol.gov/ebsa/aboutebsa/org_chart.html

SECTION 18

DEFINITIONS

Available Balance

The portion of the Participant's Individual Account that has been on deposit with the Plan for at least seven days.

Beneficiary

A Beneficiary is a person designated by a Participant or the Plan to receive benefits when a Participant dies.

Board of Trustees

All of the Trustees established as one body pursuant to the Trust Agreement.

Collective Bargaining Agreement

Any and all negotiated labor agreements between an Employer and the United Association of Plumbers, Pipefitters and Steamfitters of the United States and Canada that requires Contributions to the Fund.

Employee

An Employee is anyone employed by an Employer in a position for which the Employer makes Contributions to the Fund under a Collective Bargaining Agreement. Employees may also include a Signatory Employer or someone employed by an organization signatory to a Participation Agreement.

Employer

An Employer is a company or entity that employs Employees under a signed Collective Bargaining Agreement or Participation Agreement that requires Contributions to the Fund.

Fund

The Southern California Pipe Trades Vacation & Holiday Fund created by the Trust Agreement establishing that Fund.

Fund Office

Southern California Pipe Trades Administrative Corporation
501 Shatto Place, 5th Floor
Los Angeles, CA 90020
(800) 595-7474 or (213) 385-6161
www.scptac.org
info@scptac.org

Participant

An Employee who has satisfied the rules to become eligible under the terms of the Plan.

Participation Agreement

An agreement approved by the Board of Trustees allowing Contributions to the Plan for Employees who are not covered by a Collective Bargaining Agreement.

Plan

The benefits, rules, limitations, exclusions, and other provisions described in this document.

Spouse

A person of the opposite sex to whom the Participant is married as husband or wife. It also includes persons of the opposite sex to whom the Participant was married for purposes of and to the extent benefits are assigned to a former Spouse under a Qualified Domestic Relations Order. Because the Plan is governed by federal law, including ERISA, the Plan is not required to and will not recognize same sex marriages, even if those marriages are permitted and legally recognized under state law. This definition of Spouse applies regardless of the date a Participant was married.

Union(s)

Southern California Pipe Trades District Council #16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, and its affiliated local unions, and such other unions which have or may hereafter become parties to and agree to be bound by the Trust Agreement.

SECTION 19 TRUSTEES

A) Employer Trustees

WALTER SCOTT BAKER

University Mechanical & Engineering Contractors, Inc.
1000 North Kraemer Place
Anaheim, CA 92806

DON CHASE

Muir-Chase Plumbing Co., Inc.
4530 Brazil Street
Los Angeles, CA 90039

STEVE DARNELL

ARB, Inc.
26000 Commercentre Drive
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All Area Plumbing, Inc.
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Covina, CA 91722

MILTON GOODMAN

ACCO Engineered Systems
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Glendale, CA 91201

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DAVID ZECH

Pacific Plumbing Company
615 E Washington Avenue
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B) Union Trustees

RODNEY COBOS

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SID STOLPER

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Los Angeles, CA 90020