

**Summary Plan Description /
Plan Rules & Regulations**

of the

Southern California Pipe Trades

**CHRISTMAS BONUS
FUND**



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SECTION

1. INTRODUCTION

The Southern California Pipe Trades Christmas Bonus Fund (“Fund” or “Plan”) was established in 1990 through the negotiating efforts of District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (“United Association”) and Employers in the plumbing and pipefitting industry in Southern California. Union and Employer Trustees manage the Fund.

A) This Summary Plan Description

This Summary Plan Description/Plan Rules and Regulations (“SPD”) is a summary of the provisions of the Southern California Pipe Trades Christmas Bonus Plan. It applies on and after January 1, 2019. It is very important that you read this SPD carefully to understand how the Plan works. Please keep this SPD for future reference.

Plan rules may change from time to time, in which case a written notice explaining any important change will be sent to all covered households. Please be sure to read all Plan communications and keep them with this SPD.

B) Purpose of the Plan

The Plan was set up to provide benefits to certain Participants, surviving Spouses or Beneficiaries in the Southern California Pipe Trades Retirement Fund. The Plan is funded by active Union members, whose employers make contributions on their behalf on a per-hour basis under a Collective Bargaining Agreement or a Participation Agreement.

C) Role of the Board of Trustees

The Board of Trustees is authorized to interpret all Plan rules and documents, including the Trust Agreement and this SPD. The Board of Trustees has discretion to decide all questions about the Plan including, but not limited to, questions about eligibility for participation in the Plan, rights to benefits, the amount of benefits that are payable, the information and proof necessary to substantiate a claim for benefits, and the definition of any Plan term. The Board of Trustees also has the authority to make any factual determinations concerning claims. No individual Trustee, Employer, or Union representative has authority to interpret any Plan document on behalf of the Board of Trustees or to act as an agent of the Board of Trustees. The Board of Trustees may delegate its authority to a subcommittee or other subset of the Board of Trustees.

The Trustees intend to continue the Fund indefinitely. However, the Board of Trustees has the authority to amend or terminate the Plan, as they deem appropriate.

D) Role of the Fund Office

The Board of Trustees has authorized the Fund Office to respond in writing to your written questions. As a courtesy, the Fund Office may also respond informally to questions by telephone, email, or in person at the Fund Office. However, such information and answers are not binding upon the Board of Trustees and cannot be relied upon in any dispute. Keep in mind that in all matters communicated to you, 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 your entitlement to benefits.

NOTE

If you have any questions regarding eligibility, benefits, or procedures, contact the Fund Office.

Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020

Toll Free: (800) 595-7473 / Outside U.S.: (213) 385-6161
Website: www.scptac.org / Email: info@scptac.org

NOTE

Capitalized terms are defined in Section 12, page 9.

SECTION

2. CONTRIBUTIONS AND PLAN EXPENSES

The Plan is funded by contributions made by Employers signed to a Collective Bargaining Agreement that requires contributions to the Fund. The amount of the contributions is based upon the hours worked by active Employees and the rate of contribution is determined by the Collective Bargaining Agreement. Contributions from Employers plus income earned, if any, from Fund investments go into a general fund from which the reasonable and necessary expenses of operating the Plan are deducted.

SECTION

3. DISTRIBUTABLE AMOUNT

The Accumulation Period is the 12-month period starting on November 1 of each year and ending on the following October 31. The Distributable Amount is the sum of:

- i) The contributions received by the Fund during the Accumulation Period, on an accrual basis; plus
- ii) Any income earned during the Accumulation Period; minus
- iii) Any investment losses experienced during the Accumulation Period; minus
- iv) The administrative costs paid during the Accumulation Period; minus
- v) A small amount held in reserve.

See Section 8, page 4 for the formula for allocating the Distributable Amount.

SECTION

4. ELIGIBILITY FOR BENEFITS

A) Participants Eligible for benefits

A Participant is eligible to receive a Christmas Bonus benefit from the Fund if he/she:

- i) Is a member in good standing with the Union; and
- ii) Has received at least one pension payment from the Retirement Fund during the Accumulation Period; and
- iii) Has not had his/her Retirement Fund pension benefit suspended by the Retirement Fund at any time during the Accumulation Period; and
- iv) Has not engaged, during the Accumulation Period, in any work (including self-employment) in the plumbing and pipefitting industry unless that work was for an Employer signed to a Collective Bargaining Agreement with the United Association or an affiliated local union or district council (but see paragraph above).

B) Surviving Spouses

A surviving Spouse of a deceased participant in the Southern California Pipe Trades Retirement Fund is eligible for Christmas Bonus benefits for Accumulation Periods after the death of the Participant if:

- i) The Participant was eligible for a Christmas Bonus Fund benefit at the time of his/her death; and
- ii) The surviving Spouse received a monthly benefit from the Retirement Fund during the Accumulation Period; and
- iii) The surviving Spouse was married to the Participant on the date of the Participant's death; and
- iv) The surviving Spouse is alive on the date of the distribution.

Former Spouses who were not married to the Participant on the date of the Participant's death are not eligible for Christmas Bonus benefits payments, even if they are receiving a monthly surviving Spouse benefit from the Retirement Fund or any other benefit payable by the Retirement Fund resulting from a Qualified Domestic Relations Order. A surviving Spouse will not receive a Christmas Bonus benefit for the Accumulation Period during which the Participant died unless the Spouse is entitled for a benefit as a Beneficiary under the following section.

C) Beneficiaries

A Beneficiary of a deceased Participant is eligible for a single Christmas Bonus benefit payment if:

- i) The Beneficiary is designated in writing as the Beneficiary by the Participant; and
- ii) The Participant dies during the Accumulation Period; and

iii) The Beneficiary is alive on the date of the distribution.

There are no other benefit payments to a Beneficiary except for a single payment for the Accumulation Period during which the Participant dies.

The Beneficiary is the person or persons designated by the Participant. If there is more than one Beneficiary, the payment is divided equally among the Beneficiaries, unless the Participant, prior to his/her death has explicitly made a specific allocation on a Beneficiary Form approved by the Fund Office.

If the Participant has not designated a Beneficiary or if the Beneficiary dies before the Participant, the payment will be made to the following in order of priority:

- 1) Surviving Spouse;
- 2) If none, to be divided equally among the surviving child(ren), including legally adopted child(ren);
- 3) If none, to the surviving parent(s);
- 4) If none, to be divided equally among the surviving sibling(s); or
- 5) If none, to your estate.

Domestic partners are never considered beneficiaries under these circumstances.

Participants may only designate a Beneficiary on the Beneficiary Form available from any local Union office, the Fund Office, or the Fund Office website at www.scptac.org. If the Participant designates his/her Spouse as his/her Beneficiary and subsequently gets divorced, the former Spouse is automatically revoked as the designated Beneficiary upon the date of divorce. Therefore, it is important that the Participant completes a new Beneficiary Form following a divorce, especially if he/she wants the former Spouse to remain as the designated Beneficiary or wants to designate a Beneficiary who would not be entitled to a benefit under the order of priority set forth above.

IMPORTANT

If there is a change in your family status, such as marriage, divorce, or death, or if your address changes, notify the Fund Office as soon as possible, but no later than 90 days after the change.

SECTION

5. AMOUNT AND PAYMENT OF BENEFITS

The Distributable Amount is determined each year for the Accumulation Period ending October 31. This amount is automatically distributed among the eligible Participants, eligible surviving Spouses, and eligible Beneficiaries on or before December 31. The Christmas Bonus Fund benefit payments will only be mailed (or transmitted electronically via ACH if the Retirement Fund benefit is being sent via ACH). Christmas Bonus Fund checks cannot be picked up in person at the Fund Office.

The Trustees will allocate the Distributable Amount among the eligible Participants, eligible surviving Spouses, and eligible Beneficiaries based on one or more formulas as the Trustees may determine. The Trustees may change the formula or formulas each year, based on such objective factors as they may determine from time to time. Such factors may include, but are not limited to, the number of Pension Credits with which each Participant has been credited, the amount of the monthly pension payable to each Participant, and the current contributions made to the Fund in the Union areas where the Participant worked.

SECTION

6. TAXATION OF BENEFITS

Christmas Bonus benefits are taxable income. You will receive a Form 1099-MISC from the Fund Office each year by the legal deadline. For questions on taxes that may be due on this income, you should consult a tax professional.

SECTION

7. FORFEITURE OF UNCLAIMED BENEFITS

Any Christmas Bonus benefit that was not claimed by the eligible Participant, eligible surviving Spouse, or eligible Beneficiary within two years following the end of the Plan Year during which the benefit was distributed will be forfeited and retained by the Fund. No Employer, nor any Participant, Surviving Spouse, or Beneficiary, nor any person, entity or association, other than the Trustees, shall have any right, title or interest in such monies. These forfeited benefits will be included as income to the Fund and will be included in the calculation of the Distributable Amount.

SECTION

8. BENEFIT FORMULA

The method by which the Distributable Amount is allocated to “eligible persons” (see Section 4) is summarized below. This method will continue to be used until the Trustees revise it.

A) Preliminary Benefit

The preliminary benefit is determined as follows:

- i) The Distributable Amount is divided into two parts.
 - a) The first part is for those eligible persons attached to pensions where a majority of pension credits were earned under the former Local 460 Retirement Plan.
 - b) The second part is for the remaining eligible persons.

The Distributable Amount is allocated between the two parts proportionally, based on the number of eligible persons in each part.

- ii) The portion of the Distributable Amount for each part is allocated pro-rata among that part’s eligible persons based on the last monthly pension payment received by each eligible person during the Accumulation Period.

B) Reduction and Reallocation of Benefits

An eligible person’s preliminary benefit is reduced as follows:

- i) The preliminary benefit for an eligible person attached to a pension with any service originally earned under the former Local 460 Retirement Plan is reduced so that it does not exceed the amount of the largest benefit among the remaining eligible persons.
- ii) The amount of an eligible person’s benefit is reduced proportionally for those years after 1993 during which the relevant Participant had Christmas Bonus Fund contributions based on a number of hours that is less than 50% of his/her hours reported to the Retirement Fund. This reduction is based on a fraction, the numerator of which is the total number of Retirement Fund pension credits earned during such years with insufficient Christmas Bonus Fund contributions and the denominator of which is the total number of Retirement Fund pension credits earned.

In determining whether the Participant had Christmas Bonus Fund contributions for at least 50% of his/her Retirement Fund hours in the years 1994 through 1999, credit under the Local 460 Retirement Plan is treated as if it had been earned under the Retirement Fund and as if Christmas Bonus Fund contributions had been made for those hours.

Christmas Bonus Fund contributions are not made based on hours worked outside District Council No. 16, even when pension contributions for those hours are reciprocated to the Retirement Fund. In addition some Collective Bargaining Agreements do not require contributions to the Christmas Bonus Fund.

C) Final Benefit

The total amount of all reductions is then reallocated, to eligible persons whose benefits were not reduced, as outlined above in Section 8(A) and 8(B)(i).

SECTION

9. 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.

A) Processing a Claim for Benefits

The Fund will treat any application or written request for a Plan benefit or any other written claim for Fund action made by you or your authorized representative in accordance with the procedures described in this SPD as a “claim for benefits”. You have the right to appeal any Fund decision regarding the amount or timing of a benefit or any other Fund decision affecting your rights under the Plan using the procedures set forth below.

Every effort will be made to process your 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 your claim for benefits cannot be made within 90 days of its receipt, a letter will be sent to you, 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, you will be sent a written explanation in advance of the expiration of the second 90-day period. Where appropriate, you 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 your claim. The Fund Office will continue to seek the necessary information to make a final determination.

B) Notice of Decision on Your Claim

If your claim for benefits is denied, in whole or in part, the Fund Office will provide you with a written notice that (1) states the specific reason(s) for the denial, (2) refers to the specific Plan provisions on which the denial is based, (3) describes any additional material or information that might help your claim, (4) explains why that information is necessary, and (5) describes the Fund’s review procedures and applicable time limits, including a right to bring a lawsuit under Section 502(a) of ERISA.

C) Appealing a Benefit Denial

If your claim for benefits is denied, in whole or in part, you may request that the Board of Trustees review the benefit denial. The Board of Trustees has delegated the responsibility to decide appeals to its Appeals Committee. (In some cases the Board of Trustees may decide to consider an appeal and in other cases the Appeals Committee may delegate the responsibility to consider an appeal to a subset of the Committee.) All appeals must be in writing and must be received by the Fund Office within 180 calendar days after you receive the written notice of the denial from the Fund Office. Failure to file a timely written appeal shall constitute a complete waiver of your right to appeal, and the decision of the Fund Office will be final and binding.

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

Your written appeal should state the specific reasons why you believe the denial of your claim was in error. You should also submit any documents or records that support your claim. This does not mean that you are required to cite all of the Plan provisions that apply or to make “legal” arguments; however, you should state clearly why you believe you are entitled to the benefits or other relief you are claiming. The Appeals Committee can best consider your position if it clearly understands your claims, reasons, or objections.

The review of the Appeals Committee will take into account all comments, documents, records, and other information that you submit, without regard to whether such information was submitted or considered by the Fund Office in its determination. The Appeals Committee will also not afford deference to the initial determination by the Fund Office.

The Fund Office maintains records of determinations on appeal and Plan interpretations so that those determinations and interpretations may be referred to in future cases with similar circumstances.

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 you prior to the beginning of the extension. Such an extension may only last until the third meeting following receipt of the appeal.

D) Notice of Decision on 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 your appeal is denied, in whole or in part, you will receive a written decision that will include: (1) the specific reason(s) for the denial; (2) the specific Plan provisions on which the denial is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your appeal and (4) a statement of your right to bring a lawsuit under Section 502(a) of ERISA.

E) Decision on Appeal is Final and Binding

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

Once a final decision is rendered there is no right to re-file the same appeal, or to request reconsideration, and if such an appeal or request for reconsideration is filed the Appeals Committee may refuse to consider it.

The Board of Trustees and, by delegation, the Appeals Committee, has full discretion and authority to determine all matters relating to appeals including, but not limited to, eligibility for benefits, the amount of benefits to which individuals are entitled, the standard of proof required for any claim, and the application and interpretation of the Plan. The Board of Trustees has ultimate authority to hear any appeal and has generally delegated this authority to the Appeals Committee to decide appeals. However, the Board of Trustees has the right and authority to hear any appeal and in such case the rights and procedures set forth herein shall apply equally to the Board of Trustees.

If the Appeals Committee denies your appeal, and you decide to seek judicial review, the Appeals Committee's decision will be subject to limited judicial review to determine only whether the decision was arbitrary and capricious. Generally, no lawsuit may be brought without first exhausting the above claims and appeals procedure, nor may any evidence be used in court unless it was first submitted to the Appeals Committee prior to the decision on your appeal. No legal action may be commenced against the Trust, the Plan, or the Trustees more than two years after a claim has been denied on appeal.

F) Right to be Represented

In making a claim or appeal, you may be represented by any authorized representative. If your representative is not an attorney or court appointed guardian, you must designate the representative by a signed written statement. However, neither you nor your representative has a right to an in-person hearing or appearance before the Trustees or the Appeals Committee.

G) Any Adverse Decision May Be Appealed

The recipient of any written correspondence from the Fund Office that could be interpreted as adversely affecting the recipient's interest may appeal to the Appeals Committee for a determination of the content of that correspondence. Such a request for review must be in writing and must be made within 180 calendar days after the receipt of the correspondence from the Fund Office. Such appeals will be processed in the same manner as appeals from determinations on benefit applications.

SECTION

10. IMPORTANT NOTICES

A) No Assignment of Benefits

You may not pledge your benefit as security for a loan or any other purpose. You may not assign your benefit to any other individual, entity or party. Also, as a welfare benefits plan, the Christmas Bonus Fund does not recognize Qualified Domestic Relations Orders and will not pay benefits to a former Spouse or any alternate payee under a Qualified Domestic Relations Order.

B) Erroneous Payments

Every effort will be made to ensure accuracy in the payment of your benefits. However, if an error is discovered, regardless of how long ago it occurred, and it is determined that the Fund has paid any benefits that you are not entitled to, you are obligated to reimburse the Fund for the erroneous payments. The Trustees have the right to seek repayment from you through any legal means, including the right to reduce future benefit payments.

C) Misrepresentation or Fraud

If you receive benefits as a result of false information or a misleading or fraudulent representation, you will be required to repay all erroneous amounts paid by the Fund and you will be liable for all costs of collection including attorneys' fees. The Trustees have the right to seek repayment from you through any legal means, including the right to reduce future benefit payments by the amount of the payment made because of fraud or misrepresentation.

SECTION

11. INFORMATION REQUIRED BY ERISA

The following additional information concerning the Plan is provided to you in accordance with the Employee Retirement Security Act of 1974 (ERISA). The terms in this section are generally as defined in ERISA, unless capitalized.

A) Name and Type of Plan

The name of the Plan is the Southern California Pipe Trades Christmas Bonus Plan. It is a multiemployer welfare benefit plan.

B) Identification Numbers

The Fund's Internal Revenue Service tax identification number is 95-4349805. The Plan number is 501.

C) Plan Year

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

D) Plan Sponsor, Named Fiduciary, and Administrator

The Plan is maintained pursuant to a collectively bargained, jointly trusted labor-management trust. The Board of Trustees is the Plan sponsor, the Plan administrator, and the named fiduciary under ERISA.

E) Board of Trustees

The Board of Trustees consists of Employer and Union representatives, selected by the Employers and the Unions, in accordance with the Trust Agreement that relates to this Plan. If you wish to contact the Board of Trustees you may do so at:

Board of Trustees
Southern California Pipe Trades Christmas Bonus Fund
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

F) Fund Office

The Board of Trustees has designated the Southern California Pipe Trades Administrative Corporation to perform the daily business functions of the Plan. You may contact the Fund Office at:

Southern California Pipe Trades Administrative Corporation
Attention: Joel Brick
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

G) Agent for Service of Legal Process

The name and address of the agent designated for the service of legal process is:

Southern California Pipe Trades Christmas Bonus Fund
Attention: Joel Brick
501 Shatto Place, Suite 500
Los Angeles, CA 90020

Service of legal process may also be made upon a plan trustee or the plan administrator.

H) Source of Contributions and Identity of any Organization Through Which Benefits are Provided

All contributions to the Fund are made by Employers in accordance with their Collective Bargaining Agreements or in accordance with the terms of a Participation Agreement. The Collective Bargaining Agreements and Participation Agreements require that contributions be made to the Fund at fixed rates per hour of work.

The Fund Office will provide you, upon written request, a complete list of Employers and Unions that are parties to a Collective Bargaining Agreement, and their addresses. The Fund Office will also provide information about whether a particular employer is obligated to contribute to the Fund on behalf of employees working under a Collective Bargaining Agreement or Participation Agreement and the address of any such employer.

The Fund's assets are held in trust by the Board of Trustees. Custody of the Fund's assets is with U.S. Bank, N.A. Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Trust Agreement. The assets are used

exclusively for providing benefits to participants beneficiaries in accordance with the provisions of the Plan, and for paying the reasonable administrative expenses of the Fund.

All of the types of benefits provided by the Plan are set forth in this SPD.

I) Collective Bargaining Agreement

Contributions to the Fund are made in accordance with Collective Bargaining Agreements between Employers and District Council No. 16 of the United Association or affiliated local unions of District Council No. 16 or of the United Association. The United Association local unions affiliated with District Council No. 16 are numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 582, and 761. The Fund Office will provide you, upon written request, a copy of the applicable Collective Bargaining Agreement. The Collective Bargaining Agreement is also available for examination at the Fund Office. The following are the employer associations with whom District Council No. 16 has a bargaining relationship which requires contribution to this Fund:

- 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).

J) Plan Termination

It is intended that this Plan will continue indefinitely, but the Board of Trustees reserves the right to change and/or discontinue the Plan at any time. The Trustees may terminate the Plan 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 intended purpose or is not adequate to meet the payments due or which may become due. The Plan may also be terminated if there are no individuals living who can qualify as participants or beneficiaries under the Plan or if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Trustees have the complete discretion to determine when and if the Fund should be terminated.

If the Plan is terminated, the Trustees will: (i) pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination; (ii) arrange for a final audit of the Fund; (iii) give any notice and prepare and file any reports required by law; and (iv) apply the assets of the Fund in accordance with the law and the Plan, including amendments adopted as part of the termination, until the assets are distributed. Under no circumstances will any portion of the Fund revert to the benefit of an Employer, any employer association, or the Union.

Upon termination of the Plan and Fund, the Trustees will promptly notify the Union, any employer association, Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Plan.

K) Actions of Trustees

The Trustees have full discretion and authority over the standard of proof for any inquiry, claim, or appeal, and over the application and interpretation of the Plan and trust. No legal proceeding may 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. No legal action may be commenced against the trust, the Plan, or the Trustees more than two years after a claim has been denied.

L) 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.

M) ERISA Rights

As a Participant in the Southern California Pipe Trades Christmas Bonus 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:

i) Receive Information About Your Plan And Benefits

- a) 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.
- b) 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 an updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- c) 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 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 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 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 Benefit Security Administration.

IMPORTANT

None of the benefits described in this SPD/Rules & Regulations are insured by any contract of insurance and there is no liability on the part of the Board of Trustees or any individual or entity to provide payment over and above the amounts in the Fund collected for such purpose.

SECTION **12. DEFINITIONS**

Accumulation Period

The twelve month period starting on November 1 of each year and ending on the following October 31.

Appeals Committee

A subset of the Board of Trustees empowered to review any claims as described in Section 9.

Beneficiary

A Beneficiary is a person designated by you or by the Plan to receive benefits when you die.

Board of Trustees

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

Calendar Year

Calendar Year means January 1 through December 31 of each year.

Collective Bargaining Agreement

Any and all negotiated labor agreements between a Contributing Employer, or employer association acting on behalf of Employers, and Southern California Pipe Trades District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (“United Association”), or any local union affiliate of the District Council that requires contributions to the Southern California Pipe Trades Christmas Bonus Fund. It also refers to an agreement, to which the United Association is a party, requiring contributions to the Fund.

Contributing Employer

An Employer signed to a Collective Bargaining Agreement or Participation Agreement, or an Employer that assigns its bargaining rights to an employer association signed to a Collective Bargaining Agreement, that requires contributions to the Fund.

Covered Employment

Work by an Employee under a Collective Bargaining Agreement.

Distributable Amount

The Distributable Amount is the sum of (1) the contributions received by the Fund during the Accumulation Period, on an accrual basis; plus (2) any income earned during the Accumulation Period; minus (3) any investment losses experienced during the Accumulation Period; minus (4) the administrative costs paid during the Accumulation Period; minus (5) a small amount held in reserve.

Employee

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

Employer

See Contributing Employer.

ERISA

Employee Retirement Income Security Act of 1974, as amended. See Section 11(M), page 8 for an explanation of your ERISA rights.

Fund

The Southern California Pipe Trades Christmas Bonus Fund created by the Trust Agreement establishing that Fund.

Fund Office

Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(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 permitting a Contributing Employer or a related organization, whose participation in the Fund has been approved by the Board of Trustees, to pay 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 SPD.

Plan Year

January 1 through December 31 of each year.

Retirement Fund

The Southern California Pipe Trades Retirement Fund.

SPD

Summary Plan Description. This document. A summary of the provisions of, and benefits available under, the Southern California Pipe Trades Christmas Bonus Fund.

Spouse

Any person to whom a Participant was legally married at the time of the Participant's death.

Trust Agreement

The written document titled "Restated Agreement and Declaration of Trust Continuing the Southern California Pipe Trades Christmas Bonus Fund" pursuant to which the Fund has been established and maintained, and to which this Plan has been adopted and any amendments thereto.

Trustees

Employer and Union representatives who oversee the Fund.

Union(s)

Southern California Pipe Trades District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO ("United Association"), and its affiliated local unions, and such other unions which have or may in the future become parties to and agree to be bound by the Trust Agreement.

SECTION

13. TRUSTEES

The following is a list of the Trustees as of the publication date of this SPD. The members of the Board of Trustees may change from time to time. If you want a current listing of the Trustees, contact the Fund Office.

A) Employer Trustees

WALTER SCOTT BAKER

Kinetic Systems, Inc.
1620 S. Sunkist Street
Anaheim, CA 92806

DON CHASE

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

JOHN FEIKEMA (seated February 13, 2019)

California Spectra Instrumentation, Inc.
21818 S. Wilmington Avenue, Suite 402
Carson, CA 90810

ROBERT FELIX

All Area Plumbing/ACCO Engineered Systems, Inc.
6446 E. Washington Blvd.
Commerce, CA 90040

JASON GORDON (seated February 13, 2019)

Xcel Mechanical Systems, Inc.
1710 W. 130th Street
Gardena, CA 90249

KEN GREER (seated February 13, 2019)

Murray Company
18414 South Santa Fe Avenue
Rancho Dominguez, CA 90221

CHIP MARTIN

CPMCA
3500 West Olive, Suite 860
Burbank, CA 91505

JOHN MODJESKI

University Mechanical & Engineering Contractors
1290 N. Hancock Street, Suite 100
Anaheim, CA 92807

BRYAN SUTTLES

Suttles Plumbing
2267 Agate Court
Simi Valley, CA 93065

LAWRENCE VERNE

Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

DAVID ZECH

Pacific Plumbing Company
615 E. Washington Avenue
Santa Ana, CA 92701

B) Union Trustees

SHANE BOSTON

U.A. Local No. 484
1955 N. Ventura Avenue
Ventura, CA 93001

RODNEY COBOS (seated May 8, 2019)

District Council No. 16
501 Shatto Place, Suite 400
Los Angeles, CA 90020

JEREMY DIAZ (seated August 23, 2019)

U.A. Local No. 78
1111 W. James M. Wood Blvd.
Los Angeles, CA 90015

STEVEN GOMEZ

U.A. Local No. 460
6718 Meany Avenue
Bakersfield, CA 93308

MIKE HARTLEY

U.A. Local No. 230
6313 Nancy Ridge Drive
San Diego, CA 92121

RAY LEVANGIE, JR.

U.A. Local No. 398
8590 Utica Avenue, Suite 200
Rancho Cucamonga, CA 91730

GREG LEWIS (seated May 8, 2019)

U.A. Local No. 761
1305 North Niagara Street
Burbank, CA 91505

MICHAEL LOPEZ

U.A. Local No. 114
93 Thomas Road
Buellton, CA 93427

ANTHONY NOVELLO

U.A. Local No. 582
1916 W. Chapman Avenue
Orange, CA 92868

RICARDO PEREZ

U.A. Local No. 345
1430 Huntington Drive
Duarte, CA 91010

AL POWERS

U.A. Local No. 364
223 S. Rancho Avenue
Colton, CA 92324

GLENN SANTA CRUZ

U.A. Local No. 250
18355 South Figueroa Street
Gardena, CA 90248

JEFF THOMAS

U.A. Local No. 403
3710 Broad Street
San Luis Obispo, CA 93401

