

# DEFINED CONTRIBUTION

## Fund

(includes Supplements #1 through #8)

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### SECTION

1. INTRODUCTION .....	145
2. PURPOSE OF THE PLAN .....	145
3. COMPONENTS OF THE PLAN .....	145
4. ENROLLING IN THE PLAN .....	146
5. MAKING CHANGES AND MANAGING THE INDIVIDUAL ACCOUNT ..	146
6. STATEMENTS OF ACCOUNT .....	148
7. DETERMINING AN INVESTMENT STRATEGY ..	148
8. ADDRESS AND FAMILY CHANGES .....	149
9. HOW TO EARN THE RIGHT TO PLAN .....	149
FUNDS	
10. RECEIVING BENEFITS DURING .....	150
WORKING YEARS	
11. RECEIVING BENEFITS AT .....	151
RETIREMENT	
12. IN THE EVENT OF DISABILITY .....	151
13. APPLICATION FOR BENEFITS .....	151
14. INCOME TAX ON CONTRIBUTIONS AND ..	151
DISTRIBUTIONS	
15. APPEALS PROCEDURE .....	152
16. GENERAL INFORMATION .....	153
17. INVESTMENT OPTIONS .....	155
18. SUPPLEMENTS .....	155
19. DEFINITIONS .....	156
20. TRUSTEES .....	156



## **SECTION 1**

# **INTRODUCTION**

This Summary Plan Description ("SPD") is a summary of Plan Document or the Trust Agreement of the Southern California Pipe Trades Trades Defined Contribution Plan ("Plan"). This SPD is a summary of the provisions and benefits available under the Southern California Pisp Trades Defined Contribution Fund. It applies on and after January 1, 2006. It is very important that the Participant read through this SPD carefully so that the Participant will understand how the Plan works.

This booklet will familiarize Participants with how they become covered by the Plan and what the benefits are, and how Participants may direct the investment of their individual account. Please keep this booklet for future references.

The Board of Trustees is authorized to interpret the rules and regulations and the Trust Agreement. The Board has discretion to decide all questions under the rules and regulations or 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 any written questions. If there is an important 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 Plan Document and Trust Agreement. Participants may obtain a copy of the Plan Document and Trust Agreement by writing to the Fund Office. This SPD has been written to help the Participants understand the Plan. It is a summary of the provisions and benefits available under the Plan.

Plan rules and benefits may change from time to time. Participants will receive written notice explaining any changes. Please be sure to read all Plan communication and keep them with this SPD.

**Generally, terms defined in Section 23 are capitalized throughout this document.**

**Please note that there are supplements at the back of this SPD reporting modifications to this plan.**

## **IMPORTANT**

**If there are any questions regarding a Participant's or Beneficiary's 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 within 90 days.**

## **SECTION 2**

# **PURPOSE OF THE PLAN**

The Southern California Pipe Trades Defined Contribution Plan was set up to provide retirement savings that are in addition to traditional pension and social security income. Participants working under a District Council 16 Collective Bargaining Agreement that permits participation, may elect to save a portion of their hourly rate under the terms of the Defined Contribution Plan.

The Plan was established in 1991 through the negotiating efforts of District Council 16 and the Employers in the plumbing and piping industry in Southern California. Union and Employer Trustees manage the Plan and Trust Fund. The Trustees intend to continue the Plan and Trust Fund indefinitely. However, the Trustees have been given the power to amend or terminate the Plan as they deem appropriate.

## **SECTION 3**

# **COMPONENTS OF THE PLAN**

All contributions made to the Plan on behalf of the Participant are placed in the Trust Fund that is for the benefit of all Plan Participants and Beneficiaries. The Trustees will establish and maintain an Individual Account for each Participant.

### **A) Elective Contributions (also called 401(k) Contributions)**

Under the 401(k) feature a Participant may choose the amount of the Elective Contributions that he wishes to save through the Plan for his retirement. For instance, the Participant may decide to save \$2.00 for each hour that he works in employment covered by the Plan. This \$2.00 per hour is the Participant's "deferral" amount and his Employer will withhold it from his paycheck and send it to the Fund Office.

In accordance with the requirements of the Internal Revenue Code, the Participant is permitted to contribute a portion of his earnings on a tax-deferred basis. These contributions are called "Elective Contributions" because the Participant voluntarily elects to defer a portion of his wages as a contribution to the Plan.

The Participant may choose to make an Elective Contribution of \$.50 per hour or more in \$.50 increments. This rate remains in effect until the Participant changes it (but the Participant's enrollment "expires" and he must submit a new Enrollment Form if no Elective Contribution is received on his behalf for one year or more). However, the Participant may not contribute more than the maximum deferral for the year as set by the IRS.

The Participant may also elect to adjust the hourly deduction amount for his overtime hours so that when he receives time-and-a-half for overtime or double-time wages, his 401(k) deduction is also done at time-and-a-half or double-time. Some employers' payroll systems limit this choice by automatically deferring using the overtime percentages; some automatically use straight time.

#### **EXAMPLE:**

If the Participant's Elective Contribution is \$2.00 per hour straight time, he can adjust the Elective Contribution to \$3.00 an hour when he is paid time-and-a-half and \$4.00 when he is paid double-time.

## B) Employer Contributions (also called 401(a) Contributions)

During the Participant's working years, his Employers may also contribute to that Plan on his behalf if required by the Collective Bargaining Agreement. Employer Contributions are also referred to as "Non-Elective Contributions." The Collective Bargaining Agreement determines the amount contributed, if any.

## C) Military Service<sup>1</sup>

If the Participant is engaged in qualified military service, the Plan will comply with the requirements of the law with regard to contributions and benefits while he is serving. The Participant's last employer will be responsible for making any Employer Contributions, to the extent required by law, while he is in the military. The Participant may pay for missed Elective Contributions in the manner and amount permitted by law.<sup>1</sup>

## C) IRS Limits on Contributions

The Internal Revenue Service sets a dollar limit each year on the amount of Elective Contributions a Participant is allowed to contribute to this Plan. The Internal Revenue Service adjusts the limit periodically. The Elective Contribution limit for each year is announced annually by the IRS toward the end of the prior year. In addition, under the law participants who are at least 50 years of age by the end of the calendar year are entitled to make a "catch-up" contribution up to the limits established by law. The maximum amount of Elective Contributions is as follows:

<i>"Catch-up Deferrals"</i>			
Year	Maximum Deferral	"Catch-up Deferral"	Total Deferral
2002	\$11,000	\$1,000	\$12,000
2003	\$12,000	\$2,000	\$14,000
2004	\$13,000	\$3,000	\$16,000
2005	\$14,000	\$4,000	\$18,000
2006	\$15,000	\$5,000	\$20,000
2007	\$15,500	\$5,000	\$20,500

There is also an overall limit on the amount the Participant and his Employer may contribute to this Plan each year. In 2007, contributions may not exceed the lesser of \$45,000 or 100% of your earnings for the year. This limit will change over time. In addition, the amount of contributions to this Plan may affect how much the Participant and his Employer may contribute to another defined contribution plan of the Employer.

There is a further limitation for Highly Compensated Employees. The average deferral percentage of Highly Compensated Employees must not exceed the average deferral percentage of non-highly compensated employees by more than a certain amount. As a result, the maximum contribution for a Highly Compensated Employee may be lower than the limits set above. For 2007, Highly Compensated Employees include employees with annual wages exceeding \$100,000 in 2006 or who own 5% or more of an Employer.

Each year, as required by law, the Fund Office conducts tests of whether

any of the limits on contributions have been exceeded. Any excess amounts are refunded.

If the Participant has any questions about the limitations on contributions, he should contact the Defined Contribution Department at the Fund Office.

## D) Rollovers

This Plan accepts rollover contributions from a variety of retirement vehicles, including other qualified plans, tax qualified annuities, qualified state and local government plans, and that portion of an IRA distribution that would otherwise be includable in gross income. This means that if the Participant has money in such a retirement vehicle and comes to work for an Employer who participates in this Plan, he may roll over that retirement savings into this Plan. The amount he rolls over will be placed in his Individual Account.

## E) Reciprocal Contributions

If the Participant works outside of the jurisdiction of District Council 16, contributions paid to another multiemployer defined contribution fund may be transferred to this Plan pursuant to the United Association National Reciprocity agreement. In addition, this Plan will transfer reciprocal monies to other multiemployer defined contribution funds on behalf of their regular employees under the terms of the United Association National Reciprocity agreement.

## SECTION 4

# ENROLLING IN THE PLAN

## A) Qualifying to Enroll in the Plan

The Participant may enrol in the Plan if he is working in a job covered by a District Council 16 Collective Bargaining Agreement, or by some other written agreement that provides for coverage by the Plan. By law, the Participant is not eligible to participate in the Plan if he is a sole proprietor or a partner in a partnership. However, coverage is provided to employees of District Council 16, its affiliated local unions, or other organizations related to the union, provided there is a Participation Agreement between the employing organization and the Plan. An Employer's non-collectively bargained employees may also be covered provided there is a Participation Agreement between the Employer and the Plan. Coverage for any employees not working under a District Council 16 Collective Bargaining Agreement must be in accordance with the applicable Participation Agreement.

The Participant may enroll in the Plan at any time after he begins working in employment covered by the Plan. When the Participant enrolls, he elects to defer a portion of his wages into the Plan. These are called "Elective Contributions."

If the Participant works under a District Council 16 Collective Bargaining Agreement, or other Participation Agreement, that requires his Employer to contribute to the Defined Contribution Plan on his behalf, the Employer will make the contributions automatically and he is not required to enroll in the Plan. These are called "Employer Non-Elective Contributions".

If the Participant is a corporate officer or 50% or more shareholder of an Employer that is incorporated and is signatory to a District Council 16 Collective Bargaining Agreement, he is permitted to participate in the Plan if:

<sup>1</sup> See Supplement #8 - Military Service in Section 18

- i) All of the non-collectively bargained employees of the Employer are provided the option of making elective deferrals to the Plan; and
- ii) The Employer reimburses the Plan for certain expenses, costs and fees; and
- iii) The Participant's Employer signs a Participation Agreement.

## B) Enrollment Procedures

To enroll in the Plan, the Participant must complete the forms provided by the Fund Office or the Local Union office. These forms include the Participant's election to defer and the Enrollment & Beneficiary Form. After the forms are processed and the Participant's first contribution reaches SelectBenefit, his Personal Identification Number (PIN) will be the last four digits of his Social Security Number. The Participant can use his PIN to make investment choices at SelectBenefit. If the Participant does not use his PIN to select his investments, 100% of his contributions will be invested in a default fund selected by the Trustees. If the Participant does not elect to defer contributions from his wages and his Employer is required to make Non-Elective Contributions on his behalf then he must use his SelectBenefit PIN to make his investment elections.

**To select initial investment options the Participant must use his SelectBenefit PIN either at (800) 678-7526 or on the web at [www.selectbenefit.com](http://www.selectbenefit.com). If the Participant does not use his PIN to select his investments, 100% of his contributions will be invested in a default fund selected by the Trustees.**

When contributions are first received on the Participant's behalf, an Individual Account will be established for him. The Participant's Individual Account will consist of his:

- i) Elective Contributions; plus
- ii) Employer Non-Elective Contributions (if any); plus
- iii) Any monies forwarded to this Fund from another fund under a reciprocal agreement; plus
- iv) Any monies he rolls over from another plan; plus
- v) Any investment gains; minus
- vi) Any investment losses; minus
- vii) Administrative fees; minus
- ix) Benefits paid.

## C) Naming a Beneficiary

When the Participant completes his Enrollment & Beneficiary Forms he will designate his beneficiary or beneficiaries to receive his benefits in the event of his death. The Participant may change his beneficiary designation at any time. The most recently dated of these beneficiary designations will be honored in the event of death. If the Participant is married, his spouse is automatically his beneficiary unless his spouse consents to him naming another beneficiary. The Participant's spouse's consent must be in writing and witnessed by a notary or Plan representative. See the section Address and Family Changes for situations that may affect the Participant's beneficiary designation.

If the Participant fails to name a beneficiary, his account is paid as defined under the section In the Event of Your Death.

## D) Identification Card

Once the Participant is enrolled in the Plan, he will receive an identification card that identifies him as a Participant in the Plan. The Participant's ID card shows the amount of his hourly wages that he decided to contribute to the Plan as Elective Contributions. The Participant may make contributions of 50 cents or more per hour of his wages. Contributions must be in 50 cent increments. The Participant must show his ID card to

each of his Employers so that they will withhold and make his Elective Contributions to the Plan. The Participant's enrollment "expires" and he must submit a new Enrollment Form if no Elective Contribution is received on his behalf for one year or more.

# SECTION 5 MAKING CHANGES & MANAGING THE INDIVIDUAL ACCOUNT

## A) Changing the Contribution Amount

If the Participant wishes to change the amount he contributes to the Plan, he must complete the appropriate form and submit it to the Fund Office or to his Employer. The Fund Office will issue the Participant a new identification card showing the new contribution rate.

If contributions at a different rate are received by the Plan before a contribution change form is received, he will automatically receive a contribution change form with a request to return the confirmation of the change.

The amount that the Participant can contribute is limited by government regulations. Please refer the section on IRS Limits on Contributions.

## B) Managing the Individual Account

Elective Contributions, Employer Contributions, and any monies received through reciprocity or rollovers are deposited with Union Bank of California SelectBenefit. The Plan provides a variety of investment funds in which the Participant may invest his account. Please refer to Appendix A for a list of the investment options at the time of printing.

When the Participant enrolls in the Plan his Personal Identification Number (PIN) defaults to the last four digits of his Social Security Number. The Participant's PIN allows him to contact Union Bank of California SelectBenefit and elect, review, or change his investment options.

Access is available by phone 24 hours per day every day for your convenience. The Participant may call SelectBenefit at 1-800-678-7526. The Participant's PIN also allows him to access to his account information on the SelectBenefit website at [www.selectbenefit.com](http://www.selectbenefit.com). The first time the Participant accesses the website with his PIN, he will choose his own user name and password to protect his account. The website allows Participants to:

- i) Check account balances;
- ii) Transfer funds between investments;
- iii) Change investment election percentages;
- iv) Use a variety of interactive financial tools; and
- v) Read articles on retirement planning and other money-related topics.

**Visit the SelectBenefit website at [www.selectbenefit.com](http://www.selectbenefit.com)  
Participants can access current balances, change investment options, and use a variety of retirement projection tools.**

The Participant must use his PIN to make his initial investment elections and to make any changes to those elections. Using the SelectBenefit

phone line or website, the Participant may change his investment choices as often as every day. If the Participant does not select his investment elections, his funds will be automatically invested in a default fund designated by the Trustees.

## SECTION 6 STATEMENTS OF ACCOUNT

The date on which the Participant's Individual Account is valued is called the Valuation Date. The Participant's Individual Account is valued on a daily basis, and he may check the daily value of his Individual Account through the SelectBenefit program outlined above. The Participant is immediately vested in the value of the assets in his Individual Account.

After participation begins, Union Bank of California SelectBenefit will mail the Participant a quarterly statement for as long as he retains a balance in the Plan. The statements are sent in January, April, July, and October and show the Participant's account balances as of December 31, March 31, June 30 and September 30.

The SelectBenefit statements will show separate balances for:

- i) Elective Contributions;
- ii) Employer's non-elective Contributions;
- iii) Rollover contributions;

And will also show the detail for the current period of:

- i) Earnings; and
- ii) Expenses.

Please review quarterly statements to check that all of the contributions made on the Participant's behalf have been included. The Participant should keep evidence of his contributions, such as pay stubs or payroll vouchers as proof of how much was deducted by his Employer. If the Participant believes that he has found an error in the records, the Participant should file a written statement with the Fund Office within 60 days. The Participant should submit supporting evidence, such as copies of his paycheck stubs and quarterly statements. The Participant will be credited with any amounts subsequently collected from an Employer, and such amounts will be reflected on his next quarterly statement.

### Quarterly Statements & Deposits

Date of Quarterly Statment	Deposits Received by Trust Fund During: *	Hours Worked During: **
January 1st	September, October & November	August, September & October
April 1st	December, January & February	November, December & January
July 1st	March, April & May	February, March & April
October 1st	June, July & August	May, June & July

\* Deposits Received are based upon Accounting Cycle and exact cut-off date may vary

\*\* Hours Worked represent the normally reported period only, delinquent reporting by your employer or traveling local will effect the work month that appear on the statement.

The amount of the benefit the Participant receives at retirement will equal the amount in his Individual Account on the date of distribution.

## SECTION 7 DETERMINING AN INVESTMENT STRATEGY

The Plan is designed to comply with Section 404(c) of the Employee Retirement Income Security Act. Generally, this means that the Participant is provided the opportunity to exercise control over the assets in his Individual Account and the opportunity to choose from a broad range of investment alternatives.

### A) Investment Choices

When the Participant enrolls, he will be given information about the choice of professionally managed funds available in which to invest his Plan contributions. The Participant must contact the SelectBenefit office and use his PIN to select his investment choices. For more information, contact the Fund Office at 1-800-595-7473 or 1-213-385-6161 or call the SelectBenefit office at 1-800-678-7526 or visit the SelectBenefit website at [www.SelectBenefit.com](http://www.SelectBenefit.com).

The Plan gives the Trustees the right to establish separate investment options. The Participant may choose how his Individual Account is to be allocated among those investment options. After reviewing a description of each investment option, the Participant may direct that all or a portion of his Individual account be placed in one or more of the options. If the Participant does not direct the investment of his Individual Account, 100% of his balance, plus any future contributions, will be invested in the default option selected by the Trustees for all Accounts for which no direction is received. The Participant may elect as often as daily to direct or redirect the investment of his Individual Account among the investment options.

While the Participant has the right to direct the investment of his Individual Account among the investment options, the Trustees have a duty to ensure that the administrative procedures, policy guidelines, and selection of the options are established and carried out in a prudent manner. The Participant investment options are described in detail in Appendix A. The Trustees may change the investment options at any time.

When deciding which investment mix is best for the Participant, he will want to consider:

- i) The amount of time he has to save for retirement;
- ii) The risks and returns of the available investment options; and
- iii) His level of comfort with investment risk.

The Participant may request additional information about investments, investment strategies and performance updates from the Union Bank of California SelectBenefit or from the Fund Office.

**Please see Appendix A - List of Investment Options for a description of the current options available for investment in the Plan. More detailed information about the investment options, such as prospectuses, come in the enrollment package, and are also available upon request from SelectBenefit or from the Fund Office or online at [www.selectbenefit.com](http://www.selectbenefit.com).**

## **SECTION 8**

# **ADDRESS AND FAMILY CHANGES**

### **A) Change of Address**

If the Participant has a change of address, he must complete a change of address form so that any changes to the Plan or important notices may be sent to him. The form may be obtained from the Participant's Local Union Office or the Fund Office or at [www.scptac.org](http://www.scptac.org).

### **B) Change in Family Status**

The Participant must notify the Fund Office if he marries or divorces. The Participant may do this by completing an Enrollment & Beneficiary Form that is available from the Fund Office or at [www.scptac.org](http://www.scptac.org) or his Local Union Office and providing original Marriage Certificate or documentation of divorce.

### **C) In the Event of Divorce**

Unless the Participant has elected otherwise (with his spouse's consent) his spouse is his automatic beneficiary in the event of his death. This will be automatically revoked if the Participant divorces. This means that the Participant's former spouse will no longer be his beneficiary unless he names his ex-spouse as his beneficiary after his divorce on a new Enrollment and Beneficiary Form.

The purpose of this rule is to limit the chances of conflicting claims to death benefits in case the Participant forgets to change his beneficiary designation if he divorces.

**Divorce: To keep the Participant's former spouse as his named beneficiary after divorce, he must file a new Enrollment and Beneficiary Form with the Fund Office.**

### **D) Account may be affected by a Qualified Domestic Relations Order (QDRO)**

If the Participant divorces his spouse, 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 the Participant's 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. The Participant may obtain a copy of the QDRO procedures from the Fund Office without charge.

Alternate Payees may include the Participant's spouse, former spouse, child or other dependent. The Plan allows the Alternate Payee to begin receiving benefits at the earliest of:

- i) The date of the Participant's death; or
- ii) The first date the Participant is eligible for a distribution, even if that is before the Participant's actual retirement date.

**Call the Trust Fund Office for information about QDRO procedures.**

### **E) Fees for processing QDROs**

The processing of a QDRO results in special administrative costs to the Fund. These costs include the expense of corresponding about the order, the expense of setting up a separate account for the Alternate Payee, and the charges of the Fund's attorneys in assisting with the review of the order. The Fund charges these costs to the parties involved in the domestic relations order. Accordingly, the Fund will deduct from the Participant's account an administrative charge for processing a domestic relations order. The charge will be the lesser of \$180.00 or 10% of the balance of the account. The charge will be taken just after any separate account is set up for the Alternate Payee, one half from each account.

## **SECTION 9**

# **HOW TO EARN THE RIGHT TO PLAN FUNDS**

The Participant is always vested in - or has earned the right to - 100% of the Elective Contributions he made to the Plan, the Employer Contributions made to the Plan (if any) on his behalf and any reciprocal or rollover contributions, plus any earnings:

- i) Minus the start-up fee;
- ii) Minus maintenance fees;
- iii) Minus individual Account's share of the Plan's expenses; and
- iv) Plus or minus any realized gains or losses on investments.

However, the Individual Account is not available to the Participant at any time he wishes. The Participant may only take a distribution from his Individual Account if permitted under the Plan's rules.

### **A) Fees**

Participants in the Defined Contribution Fund pay two types of fees:

#### **i) Fees paid to the Fund Office to Administer the Fund:**

- a) \$25.00 one-time setup fee
- b) \$1.00 monthly fee (charged quarterly)
- c) Additional expenses allocated to the Fund as they arise.
- d) A fee of the lesser of \$180 or 10% of the account balance for processing a domestic relations order (see further explanation of charge above)

#### **ii) Fees paid to Mutual Funds:**

Each mutual fund charges fees to manage the assets it holds. These are subtracted from the funds' assets before investment performance is calculated. The fees are disclosed in fund's prospectus, which can be obtained from the Fund Office or from SelectBenefit. At the time of printing, the mutual funds in the Plan charged between .06% and .98%.

### **B) Participant May Not Pledge His Account**

Although the Participant is vested in his Elective Contributions and Employer's Contributions (if any) immediately, he may not pledge his account as security for a loan or any other purpose. It is prohibited by the federal law that governs the Plan.

## **SECTION 10**

# **RECEIVING BENEFITS DURING WORKING YEARS**

### **A) Hardship Distributions**

If the Participant qualifies for a financial hardship distribution during his working years, he will be permitted to withdraw his Rollover contributions and Elective Contributions. However, the Participant will not be allowed to withdraw his Employer Contributions or any gains earned on his Contributions. The Participant must complete a special form to apply for the hardship distribution

**Contributions made by Employers are not available for Hardship Distributions.**

### **B) Qualifying for a Hardship Distribution**

The Participant may qualify for a hardship distribution if he has an immediate and heavy financial need and other funds are not available to meet that need. The following are the only financial needs considered "immediate and heavy":

- i) Medical expenses for the Participant, his spouse or his dependents that are not covered by insurance or otherwise and that are defined as medical expenses under Internal Revenue Code Section 213(d), meaning expenses that the Participant would be allowed to take as itemized deductions on his income tax return.
- ii) Expenses to purchase the Participant's primary home or to stop eviction from, or foreclosure on, his primary home.
- iii) Tuition and related educational expenses and fees for the next 12 months of college for the Participant, his spouse, child or dependent.
- iv) Financial hardship caused by a natural disaster recognized by the federal government as appropriate for distribution under this type of Plan. All rules procedures and limitations promulgated by the IRS shall apply in considering any request and in making any distribution.

### **C) Limitation and Hardship Withdrawals**

The Participant is eligible for a hardship withdrawal only if he has received all other withdrawals or nontaxable loans available to him under this or any other plans that his Employer maintains. (Please note, however, that this Plan does not permit loans.)

### **D) Tax on Hardship Withdrawals**

Income tax is due on any hardship distribution. A 10% federal penalty tax on the distribution if the Participant is younger than age 59-1/2. State tax and penalty may also apply. The amount of hardship withdrawal is limited to:

- i) The amount of his immediate and heavy financial need; plus
- ii) The amount needed to pay the taxes that will result from the withdrawal.

Only Elective Contributions and rollover contributions (without the earnings on those Contributions) are available for hardship distribution.

### **Example of Hardship Withdrawal Limits**

The Participant may not make Elective Contributions for 6 months after his hardship withdrawal. In addition, the maximum amount of the Elective Contributions the Participant can make in the tax year after he receives the hardship distribution will be reduced by the amount of his Elective Contributions in the year he receives the withdrawal. For example, if the Participant made \$4,000 in elective contributions to the Plan by May 2006 and he receives a hardship withdrawal in June 2006, he will not be allowed to make elective contributions until January 2007. The amount of his elective contributions for 2007 may not exceed \$11,500 (the \$15,500 legal limit in effect for 2007 less the \$4,000 he contributed in 2006). Suspension of Elective Contributions after Hardship Withdrawal.

### **E) Cash-Out of Small Employer Contribution Account**

The portion of the Participant's Individual Account that is made up of Non-Elective Employer Contributions may be paid to him if:

- i) The amount is less than \$2,000; and
- ii) No Employer Contributions have been made to the Participant's Individual Account for two consecutive Plan Years

Once the Participant's withdraw his Employer Non-Elective Contributions, he may not participate in the Plan for a period of six months following the date of the withdrawal. During the six-month period that the Participant participation is suspended, the Plan will not accept his Elective Contributions. Also, the Participant may not take a distribution under this provision if his Employer has recommenced Non-Elective Contributions.

### **F) Benefit Payment on Termination of Covered Employment**

If the Participant has not been employed or self-employed in any capacity by a participating Employer for two full consecutive calendar years and if the Fund has not received contributions or reciprocal payment on his behalf during those years and if:

- i) The Participant is no longer working in the plumbing and piping industry, or
- ii) The Participant is working under a United Association collective bargaining agreement outside of District Council 16's jurisdiction.

then he may take a distribution of his Individual Account. No such distribution will be made if, at the time of application or payment, the Participant is employed or self-employed in any capacity by a participating Employer. Please refer to the section entitled on How Your Account is Paid for an explanation of how the distribution is made.

### **G) Automatic Cash-Out of Small Accounts**

The Participant's Individual Account may be paid to him automatically in a lump sum, regardless of whether or not he applies for benefits, if:

- i) The amount of his account (including any rollovers) is \$1,000 or less; and
- ii) The Participant meets the requirements for a benefit payment on termination of covered employment as set forth above.

## **SECTION 11**

# **RECEIVING BENEFITS AT RETIREMENT**

### **A) When Benefits Are Available**

The Participant may withdraw the full balance in his Individual Account if he has:

- i) Reached age 55; and
- ii) Retired from active employment with any and all Employers participating in the Plan; and
- iii) He completes an application form.

**The Participant may withdraw all the money in his account if:**

- i) **He is age 55 or older; and**
- ii) **He retires; and**
- iii) **He applies for his benefits.**

### **B) How the Individual Account is Paid**

The Participant will receive his Individual Account balance in the form of a single lump-sum payment that will be paid no later than the 60th day after the end of the Plan Year in which he retires.

If the Participant receives his distribution before he reaches age 59-1/2, it is usually subject to a federal penalty tax of 10%, in addition to ordinary income tax, plus state tax and penalties, if applicable.

## **SECTION 12**

# **IN THE EVENT OF DEATH OR DISABILITY**

### **A) In the Event of the Participant's Death**

If the Participant dies before he receives his benefits and he is not married, his designated beneficiary will receive a lump-sum payment of the value of his Individual Account as of the date it is paid out. If the Participant is married, his spouse is the automatic Beneficiary and will receive his benefits in a lump sum. If the Participant is married and wishes to designate a beneficiary other than his spouse, his spouse must consent in writing on the Enrollment and Beneficiary Form and the spouse's signature must be notarized or witnessed by a Plan representative.

If the Participant did not name a Beneficiary, or if his designated Beneficiary dies before him, the balance of his Individual Account will be paid in the following order:

- i) First, to the Participant's spouse, if any;
- ii) Second, to the Participant's child or children, if he has no surviving spouse;
- iii) Third, to the Participant's parents, if he has no surviving spouse or children;
- iv) Fourth, to the Participant's brothers and sisters, if he has no surviving spouse, children or parents; or
- v) Fifth, to the executor or Administrator of his estate, if he has no surviving spouse, children, parents, or siblings.

If the benefits are payable to a minor, the Trustees may direct that the Participant's benefits be paid to a legally appointed guardian or conservator or to the person having custody or care of the minor, providing the benefits are used solely for the support of the minor. The Trustees may

direct that the Participant's benefits be deposited in an individually insured account in the name of the minor.

### **B) In the Event the Participant Becomes Disabled**

If the Participant is unable to work because he becomes permanently and totally disabled, he may receive a distribution of the value of his Individual Account in the Plan.

The Participant is considered to be totally and permanently disabled only if he receives an award of Social Security Disability from the Social Security Administration.

## **SECTION 13**

# **APPLICATION FOR BENEFITS**

In order to receive benefits under the Plan, the Participant must submit a written application to the Fund Office. When the Participant is ready to apply, he should contact the Fund Office or [www.scptac.org](http://www.scptac.org) for the necessary forms.

Generally, the Participant may not postpone the payment of benefits beyond the April 1st following the year in which he reaches age 70½. However, effective January 1, 2001, if the Participant has not yet retired, he may continue to postpone the payment of benefits until April 1st following the year in which he retires (even if he has reached age 70 ½). A surviving spouse may not postpone the payment of benefits beyond when the Participant would have reached age 70½, or if later, the end of the calendar year immediately following the calendar year in which the Participant died. Payments to other beneficiaries must be made no later than one year from the date of the Participant's death or, if later, as soon as practical after the Trustees learn of the death. The Fund Office will make payments to anyone who can be located and who has reached these required beginning dates even if he or she fails to file an application.

## **SECTION 14**

# **INCOME TAX ON CONTRIBUTIONS AND DISTRIBUTIONS**

Generally, the money in the Participant's Individual Account is not taxable until he actually receives it. When the Participant receives the money in his Individual Account, he must report it as taxable income.

Federal law governs the withholding of income tax and tax free rollovers. The Participant will be given the opportunity to elect a direct transfer of the money in his Individual Account to eligible retirement vehicles, such as other qualified plans, tax qualified annuities, IRAs, and qualified state and local government plans which accept rollovers. Spouses who are entitled to distributions may similarly rollover their distributions to these types of eligible retirement vehicles.

The Participant must complete the appropriate forms and inform the Fund Office of the name of the retirement vehicle to which he wishes to directly transfer his benefit amount, as well as any other information that is necessary to make the transfer. If the Participant is eligible for a "direct rollover" to another eligible retirement vehicle and does not elect to do so, the Plan must withhold 20% of his distribution to offset federal income tax he may owe. The Participant may also be subject to a 10% federal penalty if he is under age 59 ½. State withholding, tax and tax

penalties may also apply. The Participant will be notified about his right to make a rollover at the time he asks for a distribution.

To determine the best way for the Participant to receive the money in his Individual Account and the tax consequences of any payments he receives, he is strongly advised to discuss his particular circumstances with a qualified tax advisor.

## **SECTION 15**

# **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.

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 complete an application form. An application will be treated as submitted on the date it is post-marked. If the Participant's application is incomplete, the Participant will be notified as soon as possible with a written request for additional information.

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

If a decision on the Participant's application cannot be made within 90 days of its receipt, a letter will be sent to the Participant, 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 Participant will be sent a written explanation in advance of the expiration of the second 90-day period. Where appropriate, the Participant 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 Participant's application. The Trust Fund Office will continue to seek the necessary information to make a final determination.

If the Participant's application is denied, in whole or in part, the Fund Office will provide the Participant with a written notice that states the specific reason or reasons 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 Participant's application, 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.

If the Participant's application is denied, in whole or in part, the Participant may request that the Appeals Committee of the Board of Trustees review the Participant's benefit denial. All appeals must be in writing and must be received by the Fund Office within 180 days after the

Participant receives the written notice of the denial from the Fund Office.

Failure to file a timely written appeal shall constitute a complete waiver of the Participant's right to appeal, and the decision of the Trust Fund Office will be final and binding.

In presenting the Participant's appeal, the Participant has the opportunity to submit written comments, documents, records, and other information relating to the Participant's claim. The Participant 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 Participant's application. Personal appearances on appeals are at the discretion of the Appeals Committee.

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

The review of the Appeals Committee will take into account all comments, documents, records, and other information that the Participant submits, 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.

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 the Participant's appeal is denied, in whole or in part, the written decision will include: the specific reason or reasons for the denial; the specific Plan provisions on which the denial is based; a statement that the Participant 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 Participant's appeal; and a statement of the Participant'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.

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

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. The Board of Trustees has ultimate authority to hear any appeal and has 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.

The Trust 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. If the Appeals Committee denies the Participant's appeal, and the Participant 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. 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 appeal. No legal action may be commenced or maintained against the Trust, the Plan, or the Trustees more than two years after the claim has been denied.

In making a claim or appeal, the Participant may be represented by any authorized representative. If the Participant's representative is not an attorney or court appointed guardian, he must designate the representative by a signed written statement.

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 on review of the content of that correspondence. Such a request for review must be in writing and must be made within 180 days after receipt of the correspondence from the Fund Office. Such appeals will be processed in the same manner as appeals from determinations on pension applications.

## **SECTION 16**

# **GENERAL INFORMATION**

### **A) Name of Plan**

This Plan is known as the Southern California Pipe Trades Defined Contribution Plan.

### **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.

### **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 Defined Contribution Plan  
501 Shatto Place, 5th Floor, Los Angeles, California 90020  
(213) 385-6161 or (800) 595-7473  
www.scptac.org

### **C) 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. Milton D. Johnson  
Southern California Pipe Trades Trust Funds  
501 Shatto Place, 5th Floor  
Los Angeles, California 90020  
(213) 385-6161 or (800) 595-7473  
www.scptac.org

Some record keeping and investment functions are performed through Union Bank of California SelectBenefit. To contact Union Bank of California SelectBenefit, write or call:

Union Bank of California SelectBenefit  
P.O. Box 514560  
Los Angeles, CA 90051-4560  
(800) 678-7526  
www.selectbenefit.com

### **D) Identification Numbers**

The number assigned to the Plan by the Internal Revenue Service is 95-4388338. The Plan Number is 001.

### **E) Agent for Service of Legal Process**

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

Mr. Milton D. Johnson  
Southern California Pipe Trades Trust Funds  
501 Shatto Place, 5th Floor  
Los Angeles, California 90020

### **F) Source of Contributions**

The benefits described in this booklet are provided through contributions from the Employers and elective deferrals by Employees. The amount of contributions is determined by the provisions of the Collective Bargaining Agreement and by the elective deferrals made by Employees in accordance with the terms of the Plan. The Fund Office will provide the Participant, 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 profit-sharing defined contribution plan with a cash-or-deferred arrangement.

### **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 Journeymen and Apprentices of the Plumbing and Pipefitting Industry US 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 Trust 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) (also known as the "Master Labor Agreement" under the Plan)
- ii) Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA)
- iii) California Landscape & Irrigation Council, Inc (CLIC)

### **I) Termination**

It is intended that this Defined Contribution 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 termi-

nate 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 notice 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.

Upon termination, the Trustees will make a reasonable effort to contact every Participant, or if the Participant is deceased the Participant's Beneficiary. If a Participant cannot be located or does not make a claim for payment of his Individual Account within six months following notice by registered mail to the Participant's last known address, the Trustees will place the Individual Account in a federally insured savings account. The names of the individuals for whom an account is established will be available for reference with the Union.

## J) Trust Fund

The Fund's assets are held in trust by the Board of Trustees of the Southern California Pipe Trades Defined Contribution 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 Defined Contribution 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 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.
- iii) **Enforce Your Rights** - If your claim for a pension 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 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, 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/](http://www.dol.gov/ebsa/). A list of EBSA Field Offices is located at [www.dol.gov/ebsa/aboutebsa/org\\_chart.html](http://www.dol.gov/ebsa/aboutebsa/org_chart.html)

## SECTION 17 INVESTMENT OPTIONS

### List of Investment Options (as of printing date)

The Southern California Pipe Trades Defined Contribution Plan is designed to comply with Section 404 (c) of the Employee Retirement Income Security Act. Generally, this means that the Plan provides the opportunity for a Participant or Beneficiary to exercise control over the assets in his/her Individual Account and the opportunity to choose from a broad range of investment alternatives.

After reviewing a description of each separate investment option, you may direct that all or a portion of your Individual Account be placed in one or more of the investment funds. If you do not direct the investment of your Individual Account, 100% of your balance, plus any future contributions, will be invested in a default option chosen by the Trustees. In accordance with the Plan, the Trustees may change the options for investment in the future.

You must contact SelectBenefit at 1-800-678-7526 and use your PIN to select or change your investment choices. Your PIN also allows you access through the SelectBenefit website at [www.selectbenefit.com](http://www.selectbenefit.com). If you do not have a PIN, please call SelectBenefit and press 0 for assistance to obtain a PIN.

### The investment options as of the printing date are as follows:

<u>Investment Category (Fund Name)</u>	<u>TICKER</u>
<b>Stable Value</b>	
UBOC Stable Value B	N/A
<b>Fixed Income (bonds)</b>	
PIMCO Total Return A	PTTAX
American Century Inflation-Adjusted Bond Inv	ACITX
<b>Balanced (stocks and bonds)</b>	
Dodge & Cox Balanced Fund	DODBX
<b>LifePath (stocks and bonds)</b>	
Barclays Global Investors LifePath Retirement R	LPRAX
Barclays Global Investors LifePath 2010 R	LPRBX
Barclays Global Investors LifePath 2020 R	LPRCX
Barclays Global Investors LifePath 2030 R	LPRDX
Barclays Global Investors LifePath 2040 R	LPREX
<b>Domestic Equity (stocks)</b>	
Hotchkis & Wiley Large Cap Value A	HWLAX
Vanguard 500 Index Adm	VFIAX
Janus Growth & Income	JAGIX
Oppenheimer Small & Mid Cap Value A	QVSCX

## International Equity (stock)

American Funds EuroPacific Growth R3

RERCX

### The default investment options as of the printing date are as follows:

If you are age 18 to age 35 the default investment will be  
Barclays Global Investors LifePath 2040 R

If you are age 36 to age 45 the default investment will be  
Barclays Global Investors LifePath 2030 R

If you are age 46 to age 55 the default investment will be  
Barclays Global Investors LifePath 2020 R

If you are age 56 to are 65 the default investment will be  
Barclays Global Investors LifePath 2010 R

If you are age 65 or older the default investment will be  
Barclays Global Investors LifePath Retirement R

## SECTION 18 SUPPLEMENTS

### SUPPLEMENT #8

**DATE: July 2006**

**RE: Military Service**

If you return to Covered Employment following a period of service in the United States Armed Forces and meet the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USER-RA"), the period of military service will be treated as Covered Employment under the Plan. This means that make-up contributions may be made for the period of time you were in qualified military service upon your return to Covered Employment. Contributions may be made as follows:

**Employee Contributions.** Upon your return from qualified Military Service you will be permitted, but are not required, to enter into a revised wage reduction agreement permitting you to make additional employee contributions (make-up contributions) to make up some or all - at your election - of the contributions that would have been made during the period of qualified Military Service had you remained in Covered Employment. Any make-up contributions for a period of qualified Military Service must be made during a period not to exceed the lesser of three times the length of the Employee's immediate past period of Military Service or five years from the date of reemployment and not to continue past the termination of reemployment with a contributing Employer.

**Employer Contributions.** If you were entitled under your collective bargaining agreement to have Employer contributions made to the Plan on your behalf while working in Covered Employment just prior to leaving for qualified Military Service, upon your return from qualified Military Service your pre-service Employer will be responsible for making those Employer contributions that would have been required had you not entered Military Service. Generally, these Employer contributions must be made within ninety days after the date you return to Covered Employment or when Plan contributions are normally due for the year in which the uniformed service is performed, whichever is later.

**Contribution Limits.** The amount of compensation that you may elect to have contributed to the Defined Contribution Plan is limited by certain sections of the Internal Revenue Code. Make-up contributions for periods in qualified Military Service are attributed to the year(s) during which Military Service occurred and not the year(s) in which the contributions are made (unless the period of qualified Military Service and the period during which make-up contributions are made occur in the same year).

You are not permitted to make contributions nor have contributions made on your behalf in excess of the contributions that would have been made had the leave for Military Service not occurred. Make-up contributions will not be subject to any earnings and losses experienced during your absence. Neither you nor your Employer (in the case of employer contributions) are permitted or required to pay interest when making up missed contributions or elective deferrals. If you have questions about the effect of your Military Service on your rights under the Plan, please contact the Fund Office.

Notwithstanding the above, contributions will be permitted or required only to the extent and in the manner provided by the Uniformed Services Employment and Reemployment Rights Act of 1994 and the regulations promulgated thereunder and also in accordance with Section 414(u) of the Internal Revenue Code.

## SECTION 19 DEFINITIONS

### **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 a Contributing Employer and United Association of Plumbers, Pipefitters and Steamfitters of the United States and Canada that requires contributions to the Southern California Pipe Trades Health and Welfare Fund, Retirement Fund, Defined Contribution Fund, Vacation & Holiday Fund or Christmas Bonus Fund

### **Fund Office**

Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor, 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.

### **Plan**

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

### **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, AFL-CIO and its affil-

iated local unions, and such other unions which have or may hereafter become parties to and agree to be bound by the Trust Agreement.

### **Fund**

The Southern California Pipe Trades Defined Contribution Fund created by the Trust Agreement establishing that Fund.

## SECTION 20 TRUSTEES

### A) EMPLOYER TRUSTEES

#### **WALTER SCOTT BAKER**

University Marelich Mechanical  
1000 North Kraemer Place, Anaheim, CA 92806

#### **DENNIS CASTALDO**

Don Brandel Plumbing, Inc.  
15100 Texaco Avenue, Paramount, CA 90723

#### **DON CHASE**

Muir-Chase Plumbing Co., Inc.  
1940 Gardena Ave., Glendale, CA 91204-1940

#### **ROBERT FELIX**

All Area Mechanical, Inc.  
2886 Rowena Avenue, Los Angeles, CA 90039

#### **DON GIARRATANO**

D/K Mechanical Contractors, Inc.  
3870 East Eagle Drive, Anaheim, CA 92807

#### **TIMOTHY R. HEALY**

ARB, Inc.  
26000 Commercentre Drive, Lake Forest, CA 92630

#### **CHARLES "CHIP" MARTIN**

CPMCA  
20280 S. Vermont Avenue, Suite #130, Torrance, CA 90502

#### **JOHN ODOM**

Murray Company  
2919 E. Victoria St., Rancho Dominguez, CA 90221

#### **RICHARD SAWHILL**

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

#### **STEVE SHIRLEY**

University Mechanical & Engineering Contractors  
1168 Fesler St., El Cajon, CA 92020

#### **STEPHEN SUTTLES**

Suttles Plumbing  
10839 Andora Avenue, Chatsworth, CA 91311

## **B) UNION TRUSTEES**

### **MIKE AYRE**

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

### **ROBERT "BUD" BOSTON**

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

### **GARY L. COOK**

U.A. Local No. 78  
1111 West Ninth Street, Los Angeles, CA 90015

### **VINCENT DIAZ**

U.A. Local No. 345  
142 W. Pomona Ave., Monrovia, CA 91016

### **RICHARD EDWARDS**

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

### **NICO FERRARO**

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

### **DAN FOREMAN**

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

### **WALT FRENCH**

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

### **DAVID HARPER**

U.A. Local No. 494  
1246 Locust Ave., Long Beach, CA 90813

### **ROBERT LAMB**

U.A. Local No. 582  
3904 W. First St., Santa Ana, CA 92703

### **RAY LEVANGIE, JR.**

U.A. Local No. 398  
4959 Palos Verde St., #200C, Montclair, CA 91763

### **TOM J. O'MAHONEY**

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

### **SID STOLPER**

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

### **GEORGE VASQUEZ**

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

