

# VACATION & HOLIDAY

## Fund

(includes Supplements #1 through #4)

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## SECTION 1 INTRODUCTION

This Summary Plan Description/Plan Rules and Regulations ("SPD") describes the benefits offered by the Southern California Pipe Trades Vacation & Holiday Plan ("Plan"). It applies on and after January 1, 2006.

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

The Board of Trustees is authorized to interpret these rules and regulations and the Trust Agreement. The Board has discretion to decide all questions under these rules and regulations 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 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 Trust Agreement. Participants may obtain a copy of the Trust Agreement by writing to the Fund Office. This booklet set forth the rules and regulations of 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 communications and keep them with this booklet.

**Generally, terms defined in Section 20 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 Vacation and Holiday Fund was established to provide benefits during a Participant's working years, specifically for vacation and holiday expenses. If the Participant works under a District Council #16 Collective Bargaining Agreement or certain Participation Agreements and his Employer makes Contributions to the Fund on his behalf, he will receive benefits for those Contributions in accordance with these rules and regulations.

The Plan is designed to automatically pay out to Participants 30% of the benefit in December (called the Holiday Payment) and 70% of the benefit in April (called the Vacation Payment.) The Participant also has the right to request an early payment (called an Interim Withdrawal).

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

## SECTION 3 COVERAGE & CONTRIBUTIONS

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

All Contributions made to the Plan on a Participant's behalf are placed in the Trust Fund for the benefit of all Plan Participants. The Trustees of the Plan establish and maintain an Individual Account for each Participant. A Participant is qualified to receive a benefit from this Plan if his Employer has paid in Contributions on his behalf for work covered by the Plan.

## SECTION 4 ENROLLING IN THE PLAN

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

## SECTION 5 INDIVIDUAL ACCOUNT

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

## SECTION 6 HOW THE PLAN WORKS

The Contributions paid by the Participant's Employer accumulate in his Individual Account. The automatic payment schedule of the Plan is a twelve-month cycle ending with the work month of October of each year. Contributions for the work month of October are received in November, therefore the Contributions received during the twelve months ending November 30th are paid out automatically: 30% in December and 70% the following April.

When a Participant takes an Interim Withdrawal, the amount of his automatic payments will be affected and he may not receive an automatic payment at all.

In addition to the Contributions from the Participant's Employers, his Individual Account will share in any Surplus Distribution based upon the balance in his account as of November 30th.

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

## SECTION 7 BENEFIT PAYMENTS

There are two automatic Benefit Payments every year called the Holiday Payment and the Vacation Payment. There is also an early payment option called an Interim Withdrawal. The Benefit Payments are disbursed as shown in the Summary of Vacation & Holiday Benefit Payments.

### A) Holiday Payment

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

### B) Vacation Payment

During the period of April 1st through April 10th of each year, a Vacation Payment will be issued to any Participants with a balance in his Individual Account for hours worked through the work month of October of the previous year. The Vacation Payment will be the remaining 70% balance of Contributions not already paid to the Participant for work performed through October of the previous year plus any remaining Surplus Distribution in the Individual Account.

### C) Interim Withdrawal<sup>1</sup>

The Participant may receive his account balance early by requesting an Interim Withdrawal. An Interim Withdrawal will disburse 100% of the available funds in his Individual Account. There is no limit to the number of Interim Withdrawal he can request each year. The first Interim Withdrawal each calendar year will be processed without charge. Additional requests will be subject to an administrative fee. This fee is currently \$22 and is subject to change.

1. To request an Interim Withdrawal the Participant must complete the required Request for Vacation & Holiday Interim Withdrawal Form and submit it to the Fund Office. If the

<sup>1</sup>See Supplement #4 - Change in Interim Withdrawal in Section 20

### Summary of Vacation & Holiday Benefit Payments

Benefit Payment	Date of Payment	Amount of Payment	Forms Required	Fees Charged
Holiday Payout	December 1st - December 10th	30% balance of Contributions received for hours reported through the work month October	Automatic - no forms required	No fees charged for this Payment
Vacation Payout	April 1st - April 10th	Remaining balance of Contributions Received for hours reported through work month October	Automatic - no form required	No fees charged for this Payment
Interim Withdrawals	Upon request except during prohibited periods	100% of the Available Balance in Your Individual Account	Request for Vacation & Holiday Interim Withdrawal Form	First of each calendar year free, subsequent requests are \$22 each <sup>1</sup>

request for Interim Withdrawal is in proper order, the disbursement will be issued by the Fund Office within 30 calendar days of receipt of the request, except during the prohibited periods as described below.

2. The Participant can obtain the necessary form, Request for Vacation & Holiday Interim Withdrawal, from the Fund Office, any Local Union Office or online at [www.scptac.org](http://www.scptac.org).
3. The Prohibited Interim Withdrawal Periods are from approximately November 20th through December 10th and from March 20th through April 10th of each year, due to the preparations necessary for the Automatic Payments.
4. Contributions will be available in the Participant's Individual Account after the later of the date the Fund Office has processed the Contributions or seven calendar days from the date the funds are deposited.
5. The first Interim Withdrawal each calendar year is free of charge. A \$22 fee is deducted from every subsequent Interim Withdrawal. This fee is subject to change at the discretion of Trustees.<sup>2</sup>
6. The address on the Request for Interim Vacation & Holiday Withdrawal Form must match the current address on file at the Trust Fund Office. The current address on file can only be updated through receipt of an official Change of Address Form or Enrollment and Beneficiary Form, both available by request from the Trust Fund Office, any Local Union Office or online at [www.scptac.org](http://www.scptac.org).
7. Interim Withdrawal will affect your surplus distribution. The Surplus Distribution that is calculated and allocated to the Participant's account in December is based upon the balance in his Individual Account as of November 30th. If the balance in the Participant's Individual Account as of November 30th is zero, then he will not receive a Surplus Distribution.

## **SECTION 8 PROHIBITED PERIODS FOR INTERIM WITHDRAWALS**

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

## **SECTION 9 PROCESSING FEE ON INTERIM WITHDRAWALS**

The first Interim Withdrawal each calendar year is free of charge. A \$22 fee is deducted from every subsequent Interim Withdrawal. This fee is subject to change at the discretion of the Trustees.<sup>1</sup>

## **SECTION 10 TAXATION OF VACATION & HOLIDAY BENEFITS**

The Contributions by the Employers for the Vacation & Holiday Plan are included in the Participant's taxable income from his Employer and are reported on Form W-2. The Participant's Gross Wages reported on his paycheck includes the Vacation & Holiday Benefit that his Employer is required to contribute to the Plan. Therefore, it is not necessary to include the payments for Contributions the Participant receives from the Plan as part of his taxable income. However, the Participant's pro rata share of the Plan's net earnings, referred to as the Surplus Distribution, is considered taxable income to him.

## **SECTION 11 DEATH BENEFITS & BENEFICIARIES**

When a Participant completes his Enrollment & Beneficiary Form he will designate one or more Beneficiaries to receive his benefits in the event of his death. If a Participant dies, the total amount in his Individual Account will be paid to his Designated Beneficiaries in one lump sum. The Participant may change his Beneficiaries at any time by completing a new form. If the Participant does not designate a Beneficiary or if his Beneficiary dies before he does, the lump sum benefit will be paid to the following in order of priority:

1. First, to the Participant's spouse, if any;
2. Second, to the Participant's child or children, if he has no surviving spouse;
3. Third, to the Participant's parents, if he has no surviving spouse or children;
4. Fourth, to the Participant's brothers and sisters, if he has no surviving spouse, children, or parents; or
5. Fifth, to the Participant's estate, if he has no surviving spouse, children, parents, or siblings.

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

## **SECTION 12 PLAN EXPENSES AND SURPLUS DISTRIBUTION**

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

<sup>2</sup>See Supplement #4 - Change in Interim Withdrawal in Section 20

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

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

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

## **SECTION 13 FORFEITURE OF UNCLAIMED BENEFITS**

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

## **SECTION 14 LIEN & LEVY OF BENEFITS**

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

## **SECTION 15 MAY NOT PLEDGE ACCOUNT**

The Participant may not pledge his Individual Account as security for a loan or any other purpose. The federal law that governs the Fund prohibits it.

## **SECTION 16 CHECKING QUARTERLY STATEMENT**

The Fund Office issues Quaterly Statements that the Participant should carefully review. If the Participant fails to promptly (before the next quarterly statement) correct any errors on his statement, the Fund reserves the right to deny a claim to correct the statement at a later date. Any Contributions to or disbursement from the Participant's Vacation &

Holiday Account will appear on these statements. The "Deposit Received and Quarterly Statement Dates" table below summarizes the statement cycle.

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

\* Deposits Received are based upon Accounting Cycle and the exact cutoff date may vary.

\*\* Hours Worked represent the normally reported period only.

Delinquent reporting by your employer or traveling local will effect the work months that appear on the statement.

## **SECTION 17 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 obtain an approved form from the Fund Office. The form must be completed, signed and submitted to the Fund Office. A claim will be treated as submitted on the date it is received by the Fund Office. If the form is incomplete, the Participant will be notified as soon as possible with a written request for additional information.

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

If a decision on the claim cannot be made within 90 days of its receipt, a letter will be sent to the claimant, prior to the expiration of the 90 days, explaining the special circumstances requiring another 90 days to take

**Table 2 : Example of Vacation & Holiday Payment Cycle**

Work Month	Deposit Date	Contribution Amount	Benefit Distribution	Balance in Individual Account
November 2004	12/10/2004	\$300.00		\$300.00
December 2004	1/10/2005	\$300.00		\$600.00
January 2005	2/10/2005	\$300.00		\$900.00
February 2005	3/10/2005	\$300.00		\$1,200.00
March 2005	4/10/2005	\$300.00		\$1,500.00
April 2005	5/10/2005	\$300.00		\$1,800.00
May 2005	6/10/2005	\$300.00		\$2,100.00
June 2005	7/10/2005	\$300.00		\$2,400.00
July 2005	8/10/2005	\$300.00		\$2,700.00
August 2005	9/10/2005	\$300.00		\$3,000.00
September 2005	10/10/2005	\$300.00		\$3,300.00
October 2005	11/10/2005	\$300.00		\$3,600.00
<b>Surplus Distribution:</b>	12/1/2005	\$54.00		\$3,654.00
<b>Holiday Payment:</b>	12/5/2005		-\$1,096.20	\$2,557.00
November 2005	12/10/2005	\$300.00		\$2,857.00
December 2005	1/10/2006	\$300.00		\$3,157.00
January 2006	2/10/2006	\$300.00		\$3,457.00
February 2006	3/10/2006	\$300.00		\$3,757.00
<b>Vacation Payment:</b>	4/5/2006		-\$2,557.80	\$1,200.00

**Notes:**

1. The above example assumed that no Interim Withdrawals were taken from this Individual Account.
2. The accumulation period in this example was from November 2004 through October 2005. The amount accumulated during this period was \$3,600.
3. The Surplus Distribution was posted to the Individual Account based upon the balance as of 11/30/2005.
4. The Holiday Payment was 30% of the amount accumulated plus the Surplus Distribution:  
 $\$3,654 \times 30\% = \$1,096.20$ .
5. The Vacation Payment was remaining 70% for contributions through work month October -  
 $\$2,557.80$ .
6. The balance of \$1,200 left after the Vacation Payment goes towards the accumulation for the next year's cycle and will be included in the payments issued in December 2006 and April 2007.

action. If final action cannot be taken at the end of the second 90-day period, the claimant will be sent a written explanation in advance of the expiration of the second 90-day period. Where appropriate, the claimant will be awarded any partial benefits that can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, the Trust Fund Office will conditionally deny the claim. The Trust Fund Office will continue to seek the necessary information to make a final determination.

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

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

Written appeal should state the specific reasons why the claimant believes the denial of his claim was in error. The claimant should also submit any documents or records that supports the claim. This does not mean that the claimant is required to cite all of the Plan provisions that apply or to make "legal" arguments; however, 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 claimant's position if it clearly understands the claims, reasons, or objections.

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

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

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, 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 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

claim; and a statement of your right to bring a civil action under Section 502(a) of ERISA.

The decision of the Appeals Committee on review is final and binding on all parties, including anyone claiming a benefit on the Participant's behalf. The Appeals Committee has full discretion and authority to determine all matters relating to appeals including, but not limited to, the standard of proof required for any claim and the application and interpretation of the Plan. 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 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. 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.

## **SECTION 18**

# **GENERAL INFORMATION**

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

This Plan is known as the Southern California Pipe Trades Vacation & Holiday 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 Vacation & Holiday Fund  
501 Shatto Place, 5th Floor  
Los Angeles, California 90020  
(213) 385-6161 or (800) 595-7473  
[www.scptac.org](http://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](http://www.scptac.org)

## D) Identification Numbers

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

### Agent for Service of Legal Process

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

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

## E) Source of Contributions

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

## F) Type of Plan

The Plan is a multiemployer welfare benefit plan.

## G) 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)

## H) Termination

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

If the Plan and Trust Fund are terminated, the Trustees will pay the expenses of the Fund, arrange for a final audit, give any 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.

## I) Trust Fund

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

## J) 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.

## K) 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.

## 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) Plan Year

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

## N) ERISA Rights

As a Participant in the Southern California Pipe Trades Vacation and Holiday Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants shall be entitled to:

- i) **Receive Information about Your Plan and Benefits** - Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

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

- ii) **Prudent Actions by Plan Fiduciaries** - In addition to creating rights for plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 19 SUPPLEMENTS

### SUPPLEMENT #4

**DATE: September 2006**

**Re: Change in Interim Withdrawal Rules**

Effective January 1, 2007, the rules related to Interim Withdrawals will change.

Until December 31, 2006 Interim Withdrawals are unlimited. The first Interim Withdrawal each calendar year is free of charge. A processing fee of \$22.00 is deducted from all subsequent Interim Withdrawals during the calendar year.

Effective January 1, 2007, only one interim withdrawal will be permitted each calendar year. That one withdrawal will be free of charge. No other Interim Withdrawals will be permitted.

The Normal benefit payments in December (Holiday 30% payment) and April (Vacation 70% payment) will continue unchanged.

The final Interim Withdrawals under the old rules will be issued during the last week of December 2006, and the deadline for requests for these withdrawals is Friday, December 22, 2006.

## SECTION 20 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

### Contributing Employer

An employer signed to a Collective Bargaining Agreement or Participation Agreement that requires contributions to the Fund.

### 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 a Signatory Employer or someone employed by an organization signatory to a Participation Agreement.

### Employer

An Employer is a company or entity that employs Employees in Covered Employment.

## Fund

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

## Fund Office

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

800-595-7473 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 allowing an Employer to pay contributions to the Plan for Employees who are not covered by a Collective Bargaining Agreement. For example, some Employees of District Council #16, PIPE, A & J Training Trust, CPMCA, CLIC, Local Unions and the Southern California Pipe Trades Administrative Corporation are covered under Participation Agreements.

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

# SECTION 21 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