

# CHRISTMAS BONUS

## Fund

(includes Supplements #1 through #5)

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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 Christmas Bonus 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 reference.

The Board of Trustees is authorized to interpret these rules and regulations and the Trust Agreement. The Board has discretion to decide all questions under these rules and regulations 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 sets 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 communication and keep them with this booklet.

**Generally, terms defined in Section 12 are capitalized throughout this document.**

### IMPORTANT

**If there are any questions regarding a Participant'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 death, or if there is a change of address, the Fund Office must be notified within 90 days.**

## SECTION 2 PURPOSE OF THE PLAN

The Christmas Bonus Fund was established to provide benefits to the Participants of the Southern California Pipe Trades Retirement Fund. Benefits are paid once each year to Participants, or their unmarried Surviving Spouses or Beneficiaries, if the eligibility requirements set forth below are met.

This Plan was established in 1990 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 CONTRIBUTIONS

The Plan is funded by contributions made by Employers signed to a Collective Bargaining Agreement that requires contributions to the Fund. The amount of the contributions is based upon the hours worked by the active employees and the rate of contribution is determined by the Collective Bargaining Agreement.

## SECTION 4 ACCUMULATION PERIOD AND DISTRIBUTABLE AMOUNT

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

The "Distributable Amount" is sum of:

- i) The contributions received by the Fund during the Accumulation Period (minus the contributions received during the first 30 days of the Accumulation Period for hours worked during the preceding Accumulation Period); plus
- ii) The contributions received during the 30 days after the end of the Accumulation Period for hours worked during the current Accumulation Period; plus
- iii) Any income earned during the Accumulation Period; minus
- iv) Any investment losses experienced during the Accumulation Period; minus
- v) The administrative costs incurred and anticipated before the end of the December following the Accumulation Period; minus
- vi) A small amount held in reserve.

See Section 13 for the formula for appropriating the Distributable Amount for the Christmas Fund for the year.

## **SECTION 5**

# **PLAN EXPENSES AND THE DISTRIBUTABLE AMOUNT**

Contributions from Employers plus income earned, if any, from Fund investments go into a general fund from which the reasonable and necessary expenses of operating the Plan are deducted. The remaining balance after deducting the expenses of the Plan and investment losses, if any, is the net income. The contributions from the Employers are deposited during the Accumulation Period.

## **SECTION 6**

# **ELIGIBILITY FOR BENEFITS**

### **A) Eligible Participants**

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

- i) Is a Participant of the Southern California Pipe Trades Retirement Fund and has received at least one pension payment from the Retirement Fund during the Accumulation Period; and
- ii) Has not engaged, during the Accumulation Period, in any work (including self-employment) in the plumbing and pipefitting industry unless that work was under or for an Employer signed to a Collective Bargaining Agreement with the United Association or an affiliated local union or district council; and
- iii) Is a member in good standing with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; and
- iv) Has not had his pension suspended by the Retirement Fund at any time during the Accumulation Period.

### **B) Surviving Spouses**

Surviving Spouses of deceased Participants of the Southern California Pipe Trades Retirement Fund, are eligible for Christmas Bonus benefits for Accumulation Periods after the death of the Participant if:

- i) The Participant was eligible for a Christmas Bonus benefit at the time of his or her death;
- ii) The Surviving Spouse received a monthly Surviving Spouse benefit from the Retirement Fund during the Accumulation Period.
- iii) The Surviving Spouse was married to the Participant on the date of the Participant's death; and
- iv) The Surviving Spouse did not remarry during the Accumulation Period.

Former Spouses who were not married to the Participant on the date of death are not eligible for Christmas Bonus benefits payments, even if they are receiving a monthly Surviving Spouse benefit from the Retirement Fund under a Qualified Domestic Relations Order.

### **C) Beneficiaries**

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

- i) The Beneficiary is designated in writing as the beneficiary by the Participant;
- ii) The Participant dies during the Accumulation Period; and
- iii) There are no other benefit payments to you as a Beneficiary except for a single payment for the Accumulation Period during which the Participant dies.

The Beneficiary is the person or persons designated by the Participant. If there is more than one Beneficiary, the payment is divided among the Beneficiaries.

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

- i) First, to the Participant's Spouse, if any;
- ii) Second, to the Participant's child or children, if there is no Surviving Spouse;
- iii) Third, to the Participant's parents, if there is no Surviving Spouse or child;
- iv) Fourth, to the Participant's siblings (brothers and sisters), if there is no Surviving Spouse, child, or parent; or
- v) Fifth, to the Participant's estate, if there is no Surviving Spouse, child, parent, or sibling.

Participants may designate a Beneficiary only on the Enrollment & Beneficiary form available from the Fund Office or local union. If the Participant designates his Spouse as his Beneficiary and subsequently gets divorced, his 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 as his designated Beneficiary.

## **SECTION 7**

# **AMOUNT AND PAYMENT OF BENEFITS**

The Distributable Amount is determined each year for the Accumulation Period ending October 31. This amount is automatically distributed among the eligible Participants, eligible unmarried Surviving Spouses, and eligible Beneficiaries on or before December 31. The Christmas Bonus Fund benefits payments will only be mailed. Christmas Bonus Fund checks may not be picked up in person.

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

## **SECTION 8**

# **TAXATION OF CHRISTMAS BONUS BENEFITS**

Your Christmas Bonus benefits are taxable income. Participants will receive a Form 1099 from the Fund Office each year on or before January 31st. Tax advisors should be consulted regarding any questions Participants may have about taxes that may be due on this income.

## **SECTION 9**

# **FORFEITURE OF UNCLAIMED BENEFITS**

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

## **SECTION 10**

# **YOU MAY NOT PLEDGE YOUR ACCOUNT**

You may not pledge your benefits from the Christmas Bonus Fund as security for a loan or any other purpose. Also, as a welfare benefits Plan, the Christmas Bonus Fund does not recognize Qualified Domestic Relations Orders and will not pay benefits to a former Spouse under a Qualified Domestic Relations Order.

## **SECTION 11**

# **FORMULA FOR APPROPRIATING THE DISTRIBUTABLE AMOUNT**

**for the Christmas Bonus Fund Beginning 2004**

The following describes the formula used by the Trustees for apportioning the Distributable Amount beginning in 2004. The formula will continue to be used until the Trustees revise it.

The total Distributable Amount will be divided into two parts. The first part will be for those eligible persons attached to pensions with a majority of service originally earned under the former Local 460 Plan. The second part will be for the remaining eligible persons. The portion of the total Distributable Amount attributable to each part will be based on that part's percentage of the total eligible persons.

The portion of the Distributable Amount for each part will be apportioned among that part's eligible Participants, eligible unmarried Surviving Spouses, and eligible Beneficiaries based on the last monthly pension payment received by each eligible person during the Accumulation Period. The Christmas Bonus factor for each part will be calculated by dividing that part's portion of the total Distributable Amount by that part's total monthly pension amount for all eligible persons in that part. The applicable Christmas Bonus factor is then multiplied by the individual monthly pension benefits to determine the amount of the Christmas Bonus payment. In addition, the amount of the Christmas Bonus payment for any eligible person attached to a pension with a majority of service originally earned under the former Local 460 Plan will not exceed the amount of the Christmas Bonus payment for any of the remaining eligible persons.

The amount of any Christmas Bonus payment will be reduced propor-

tionally for any years 1994 or later, during which the eligible Participant had Christmas Bonus Fund contributions on less than 50% of his hours under the Retirement Fund. This reduction will be based on a fraction, the numerator of which is the total number of Pension Credits earned under the Retirement Fund during such years and the denominator of which is the total number of all Pension Credits earned under the Retirement Fund. The total amount of all such reductions will then be paid out as outlined above as a Distributable Amount under the preceding two paragraphs. If the recipient of the Christmas Bonus payment is an eligible unmarried Spouse or eligible Beneficiary, this reduction will be based on the Pension Credit history of the Participant upon whom the Christmas Bonus payment to the Spouse or Beneficiary is derived. In determining whether the Participant had Christmas Bonus Fund contributions for 50% of his Retirement Fund hours in the years 1994 through 1999, credit under the Local 460 Plan will be treated as if it had been earned under the Southern California Pipe Trades Retirement Fund and will be treated as if Christmas Bonus Fund contributions had been made for those hours.

## **SECTION 12**

# **APPEALS**

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.

If a decision on the Participant's claim 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 claim. The Trust Fund Office will continue to seek the necessary information to make a final determination.

If the Participant's claim 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 claim was in error. The Participant should also submit any documents or records that support the Participant's claim. 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 13**

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

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

This Plan is known as the Southern California Pipe Trades Christmas Bonus Fund.

### **B) Plan Sponsor and Administrator**

The Board of Trustees is both the Plan Sponsor and the legal Plan Administrator under the Employee Retirement Income Security Act.

### **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 Christmas Bonus Fund  
501 Shatto Place, 5th Floor  
Los Angeles, California 90020  
(213) 385-6161 or (800) 595-7473  
[www.scptac.org](http://www.scptac.org)

### **D) Administrator**

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

Mr. Milton D. Johnson  
Southern California Pipe Trades Administrative Corporation  
501 Shatto Place, 5th Floor, Los Angeles, California 90020  
(213) 385-6161 or (800) 595-7473  
www.scptac.org

## E) Identification Numbers

The number assigned to the Plan by the Internal Revenue Service is 95-4349805. The Plan Number is 501.

## F) 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

## G) Source of Contributions

The benefits described in this booklet are provided through contributions from the Employers.

The amount of contributions is determined by the provisions of the Collective Bargaining Agreement. The Fund Office will provide 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.

## H) Type of Plan

The Plan is a multiemployer welfare benefit Plan.

## I) 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)

## J) Termination

It is intended that the Christmas Bonus Fund 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 benefits of an Employer or the Union.

## K) Trust Fund

The Fund's assets are held in trust by the Board of Trustees of the Southern California Pipe Trades Christmas Bonus Fund.

## L) 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.

## M) 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.

## N) 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.

## O) Plan Year

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

## P) ERISA Rights

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

- a. **Examine**, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee benefits Security Administration.
- b. **Obtain**, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.
- c. **Receive** a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.
- d. **Prudent Actions by Plan Fiduciaries** - In addition to cre-

ating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefits or exercising your rights under ERISA.

- e. **Enforce Your Rights** - If your claim for a welfare benefits is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that 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.

- f. **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 Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration. For single copies of publications, contact the Employee Benefit 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)

## DISCLAIMER

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

## SECTION 14 DEFINITIONS

### Accumulation Period

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

### Beneficiary

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

### Board of Trustees

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

### Calendar Year

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

### Collective Bargaining Agreement

Any and all negotiated labor agreements between a Contributing Employer 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.

### Covered Employment

Covered Employment is in work by an Employee under a Collective Bargaining Agreement.

### Contributing Employer

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

### Distributable Amount

The "Distributable Amount" is the sum of (1) the contributions received by the Fund during the Accumulation Period (minus the contributions received during the first 30 days of the Accumulation Period for hours worked during the preceding Accumulation period); plus (2) The contributions received during the 30 days after the end of the Accumulation Period for hours worked during the current Accumulation Period; plus (3) Any income earned during the Accumulation Period; minus (4) The administrative costs incurred and anticipated before the end of the December following the Accumulation Period; minus (5) A small amount held in reserve.

### Employee

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

### Fund

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

### 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.

### Plan

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

### Spouse

The Participant's legally married wife or husband.

### 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 15 TRUSTEES

### EMPLOYER TRUSTEES

#### WALTER SCOTT BAKER

University Marelich Mechanical  
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