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

RETIREMENT Fund

SECTION

SECTION 1
INTRODUCTION

This Summary Plan Description ("SPD") is a summary of the Plan Document and the Trust Agreement of the Southern California Pipe Trades Retirement Plan ("Plan"). This SPD is a summary of the provisions and benefits available under the Southern California Pipe Trades Retirement Fund. It applies on and after January 1, 2013. It is very important that Plan Participants read through this SPD carefully so that they understand how the Pension Plan works.

A) Information In This Booklet

This booklet will familiarize the Participant with how:

i) A Participant becomes covered by the Plan;
ii) A Participant becomes vested in the pension plan;
iii) A pension benefit is calculated;
iv) A Participant or Beneficiary becomes eligible for a benefit under the Plan and the types of benefits that are available; and
v) An eligible Participant or Beneficiary may apply for a pension benefit under the Plan.

Please keep this booklet in a safe place for future reference.

As you read this booklet, you will want to keep the following in mind:

i) A pension from this Plan is in addition to any Social Security benefits a Participant may receive.
ii) There is no mandatory retirement age; however, the Participant may not delay his retirement beyond April 1st of the following calendar year in which he reaches age 70½.
iii) Generally, a Participant must submit a fully completed application to the Fund Office before payments can start.
iv) There are special provisions for Disability and Death Benefits.
v) A Participant should always remember to keep a beneficiary designation on file with the Fund Office current with any changes in the Participant's personal situation.
vi) A Participant has the right to submit to the Trustees for their consideration any questions or disagreements about the Participant's eligibility for a benefit, entitlement to a benefit, the amount of a benefit or any other matter affecting participation in or rights or interests under the Plan. The Plan and Trust Fund are established pursuant to a written Plan Document (Restated Rules and Regulations) and Trust Agreement. A Participant may obtain a copy of the Plan Document and Trust Agreement by making a request in writing to the Fund Office.

B) This is Only a Summary

This summary is not meant to interpret, extend or change the Plan Document or the Trust Agreement in any way. If there is a conflict between this summary and the actual provisions of the Plan Document, the Participant's rights and benefits will be governed by the Plan Document. If you would like a copy of the Plan Document please contact the Fund Office, which will provide you with a copy, free of charge.

The Board of Trustees is authorized to interpret all plan rules, regulations and documents, including the Plan Document and this SPD. The Board has discretion to decide all questions about the Plan, including questions about a Participant's eligibility for benefits and the amount of benefits that are payable to the Participant. No individual Trustee, Employer or Union Representative has the authority to interpret any plan document on behalf of the Board or to act as an agent of the Board. The Board also has the discretion to determine the facts of any claim for benefits made by a Participant, interpret the Plan documents and decide whether the Participant is entitled to any benefit under the Plan and, if so, the type and amount of the benefit.

The Board has authorized the Fund Office to respond in writing to a Participant's written questions. If a Participant has an important question about benefits, he/she should write to the Fund Office.

As a courtesy to Participants, the Fund Office may also respond informally to a Participant's oral questions by telephone or in person at the Fund Office. However, these oral answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning the Participant's benefits or eligibility.

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.

C) Changes and Supplements

Plan rules and benefits may change from time to time. If this occurs, a Participant will receive written notice explaining the change. Please be sure to read all Plan communications and keep them with this booklet.

Generally, terms defined in Section 22 are capitalized throughout this document.

IMPORTANT

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

If there is a change in family status, such as marriage, divorce, or the change in status of a Beneficiary or if there is a change of address, the Fund Office must be notified within 90 days.

SECTION 2
PURPOSE OF THE PLAN

The Southern California Pipe Trades Retirement Fund maintains a Taft-Hartley, multiemployer, defined benefit pension plan which provides retirement benefits to Employees who work for Employers that contribute to the Fund. The Plan is funded by Employers who make contributions on behalf of their Employees on a per-hour basis under a Collective Bargaining Agreement or other Participation Agreement. Covered Employees do not, themselves, make contributions to the Plan and do not have individual accounts in the Fund. Employees accumulate credit under the Plan based upon hours worked and their years of employment covered by the Plan. Qualification for benefits and the amount of those benefits are based upon an Employee's years of service with Contributing Employers, earned credit and his/her age at retirement. Benefits are also provided at death or disability on behalf of eligible Employees.

The Plan was established in 1957 through the negotiating efforts of District Council No. 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 and Trust Fund, as they deem appropriate.

SECTION 3
PARTICIPATION IN THE PLAN

A) Initial Participation

An Employee becomes an Active Participant in the Plan on the next following January 1st or July 1st after any 12 consecutive month period during which the Employee first completes 1,000 Hours of Service in Covered Employment. Hours worked in a job not covered by this Plan also count if such non-Covered Employment comes immediately before or after Covered Employment and is with the same Employer. Once an Employee becomes a Participant, all of the Participant's Hours of Service in Covered Employment will count toward eligibility for a benefit under the Plan, including any Hours of Service prior to when the Participant becomes a Participant, if those Hours of Service were not previously cancelled by a Permanent Break in Covered Employment.

B) Covered Employment

Covered Employment is generally work the Employee performs that is covered under a District Council No. 16 Collective Bargaining Agreement or Participation Agreement and for which a Participant's Employer is required to contribute to this Plan. The Employee is not eligible to participate in the Plan if the Employee is a sole proprietor or a partner in a partnership. Participation in the Plan is available to eligible Employees of District Council No. 16, its affiliated local unions, and other organizations related to the union, provided there is a Participation Agreement between the employing organization and the Plan.

C) Loss and Reinstatement of Participation

If a Participant incurs a One-Year Break in Covered Employment, the Participant ceases to be an Active Participant, ending in the calendar year in which the One-Year Break occurs. The Participant may again become an Active Participant upon re-employment in Covered Employment. However, if the Participant has incurred a Permanent Break in Covered Employment, the Participant must again establish Participation under the Initial Participation rules described above. The Break in Service rules are described in Section 7.

SECTION 4
PENSION CREDIT

Pension Credit is earned while working in Covered Employment. The amount of Pension Credit a Participant earns under the Plan will determine whether the Participant is eligible for a benefit and the type and amount of benefit the Participant can receive.

Pension Credit is divided into two categories: Past Service Credit (for periods prior to July 1, 1957) and Future Service Credit (for periods after July 1, 1957).

A) Past Service Credit

Past Service Credit is credit for work performed after the age of seventeen, between January 1, 1937 and July 1, 1957 - before the Plan was established and Employers were required to make contributions to the Plan - in job classifications subsequently covered by the Plan.

i) The classification must now be included in a District Council No. 16 Collective Bargaining Agreement;
ii) The work must have been in the geographical jurisdiction of District Council No. 16; and
iii) The work must have been for an Employer (or an entity that later became signatory).

All Past Service Credit not supported by membership in a local union affiliated with District Council No. 16 must have been established before January 1, 1975.

B) Future Service Credit

A Participant receives Future Service Credit for work in Covered Employment according to the following schedules:

Effective July 1, 1957	
Hours Worked in a Calendar Year	**Future Service Credit**
Less than 350	None
350 – 699	One Quarter
700 - 1,049	Two Quarters
1,050 - 1,399	Three Quarters
1,400 or more	One Year

Effective January 1, 1971	
Hours Worked in a Calendar Year	**Future Service Credit**
Less than 315	None
315 - 629	One Quarter
630 - 944	Two Quarters
945 - 1,259	Three Quarters
1,260 or more	One Year

i) Beginning January 1, 1976, if a Participant works fewer than 315 hours in Covered Employment in a calendar year but completes a year of Vesting Service, the Participant will be credited with a portion of a full year of Future Service Credit determined by dividing the hours of work in Covered Employment by 2,000.

ii) Beginning April 1, 1965, if the hourly contribution rate paid on a Participant's behalf is less than the journeymen rate required under the Master Agreement for the Plumbing and Piping Industry of Southern California (or if applicable predecessor or successor agreement) in effect at the time the contribution was paid, then the hours credited to the Participant will be reduced proportionately, and the Participant's Future Service Credit will be based on the number of hours credited after the reduction is made. This reduction is not made in determining the amount of the Participant's Vesting Service or Breaks in Covered Employment.

iii) There was a special pro-ration rule that covered only the period from July 1, 2006 through July 1, 2008, which is the period during which a series of contribution rate increases were in effect under the Master Labor Agreement.

The additional contribution rate increases sometimes did not apply immediately for an Employer's earmarked jobs that were started or bid before July 1, 2006. If a Participant's Employer had one of these earmarked jobs but had otherwise agreed to the make the additional contribution rate increases, the Participant's pension hours were still prorated for hours worked at the lower rate on the earmarked jobs, but the hours credited were the same as they would have been based on the pro-ration in effect immediately before July 1, 2006.

iv) Hours may also be prorated for hours reciprocated to this Plan from another plan if these hours were worked under a contribution rate that is higher or lower than the rate set forth in the Master Agreement, See Section 8(G) for a description of the reciprocity rules.

EXAMPLE

If the hourly contribution rate is 75% of the hourly rate paid under the Labor Agreement, then 3/4 of an hour will be credited for each hour worked at the lower rate.

C) Carryover of Excess Hours

i) Effective for the Period January 1, 1971 through December 31, 1998:

Once a Participant reaches age 52, if the Participant works in Covered Employment more hours in a calendar year than are needed to establish a quarter year multiple of Future Service Credit, the excess hours the Participant earns in that calendar year will be carried forward to succeeding year(s) for the purpose of providing additional Pension Credit.

Excess hours carried forward will only be used to produce additional Pension Credit, if needed, in a calendar year in which the Participant worked sufficient hours in Covered Employment to earn at least one quarter of Future Service Credit. In no event, however, will the Participant receive more than a full year of Future Service Credit in any one calendar year as a result of Pension Credit the Participant earned under this provision.

Exception: Beginning with the first day of the calendar year in which a Participant attains age 62, all hours the Participant worked in Covered Employment for which Pension Credit is not received will be carried forward and added to any hours worked in such succeeding years to produce additional Pension Credit, if needed. In no event, however, will the Participant receive more than a full year of Future Service Credit in any one calendar year as a result of Pension Credit the Participant earned under this provision.

Once the Participant has accumulated 25 years of Pension Credit, the Participant will not be allowed to carry over excess hours. Moreover, the Participant may not apply carryover hours to any hours earned after the Effective Date of the Participant's pension.

ii) Effective for Periods after December 31, 1998:

No excess hours earned after December 31, 1998, can be applied for the purpose of determining the amount of the Participant's pension. However, if the Participant was age 52 or older on December 31, 1998, and if the use of his remaining excess hours ending on that date provides additional Future

Service Credits for a succeeding Plan Year(s), the value of the resulting total Future Service Credit for the succeeding year(s) (at a rate of $25.00 for each complete quarter of Future Service Credit) will be compared to the value of the pension hours for that year multiplied by the rate(s) per hour as applicable during the year; the greater benefit amount shall apply for the given Plan Year.

D) Credit for Non-Working Periods

The Participant may receive Pension Credits for certain periods when the Participant is not actually at work in Covered Employment. If the Participant's absence from Covered Employment is due to one of the following reasons:

i) Qualified Military Service in the Armed Forces of the United States as defined and to the extent required by federal law, pursuant to the following rules. Individuals who were in Covered Employment at the time they left for Qualified Military Service will be entitled to credit for time spent in such service if they timely report back to work after discharge. Individuals returning from military service must register for work at the union hiring hall within the time frames set forth in the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and be available to accept referrals in order to receive pension credit for the period of qualified military service. The time frames set forth in USERRA are as follows:

a) Military service of fewer than 31 days (or for any length for a fitness for duty examination) -- individual must register for work on the first regularly-scheduled workday that begins at least eight hours after the individual arrives home from the service. If it is impossible or unreasonable to register for work within that time period through no fault of the individual, the individual must register for work as soon as possible.

b) Military service of more than 30 days, but fewer than 181 days -- individual must register for work within 14 days after completion of service. If it is impossible or unreasonable to register for work within that time period through no fault of the individual, the individual must register for work as soon as possible.

c) Military service of more than 180 days -- individual must register for work within 90 days after completion of the service.

d) The deadlines for reporting for work are extended for an individual who is hospitalized for, or convalescing from, an illness or injury incurred or aggravated during the period of military service. Generally, this period of recovery may not last more than two years.

Individuals returning from Qualified Military Service must also be actually reemployed in Covered Employment within twelve months after they return from the military in order to be awarded Pension Credit for the period of Qualified Military Service.

If a Participant is not actively employed at the time the Participant enters Qualified Military Service and has not yet incurred a One-Year Break in service and/or was still eligible for coverage under the Health and Welfare plan, then that individual will be treated as if he were employed in Covered Employment at the time of leaving for military service for the purpose of being eligible to have Pension Credits awarded for the period of qualified military service pursuant to USERRA. A Participant entitled to credit for military service will be provided with credit based on the average number of hours worked during the 12-month period of work (or less if the Participant has not yet worked 12 months) immediately preceding the military service.

ii) Disability for a period in which the Participant received Weekly Accident and Sickness benefits from the Southern California Health & Welfare Fund. The Participant will receive Pension Credit based on a forty (40) hour workweek.

E) Employee's Obligation to Timely Inform the Fund that an Employee's Credited Hours are Incorrect

Each Participant has an obligation to promptly inform the Fund Office:

i) If the Participant believes the hours reported by the Fund Office are incorrect;
ii) If the Participant has non-work periods for which the Plan provides credit; or
iii) If the Participant has reason to believe that an Employer has incorrectly reported the Participant's hours to the Fund Office.

Each Participant is responsible to closely review periodic statements he receives from the Fund Office to confirm the accuracy of the hours and credit reported. The Participant must notify the Fund Office of incorrect hours or additional hours for which the Participant seeks credit within 24 months from the date the Participant knew or should have known that the hours were not correctly reported to the Fund or, in the case of non-work period credit, within 24 months from the end of the non-work period. Failure to timely notify the Fund Office about these hours may result in the permanent forfeiture of these hours and the Participant losing entitlement to any credit for these hours.

SECTION 5
VESTING SERVICE

Vesting Service is another measure of the Participant's work in Covered Employment for pension purposes. Vesting Service differs from Pension Credit in several respects:

i) It is earned only for work after January 1, 1959;
ii) It is calculated by a different formula than Pension Credit; and
iii) It is only used to establish the Participant's right to a pension and not the amount of the Participant's pension.

A) Earning Vesting Service

i) The Participant earns one year of Vesting Service for each calendar year following January 1, 1959 in which the Participant completes at least 1,000 Hours of Service.
ii) If the Participant completes less than 1,000 Hours of Service in a calendar year, the Participant will not earn any Vesting Service for that year (the Participant may however, earn Pension Credit).
iii) If the Participant completes more than 1,000 Hours of Service in a calendar year, the Participant will still receive only one year of Vesting Service for that calendar year.

B) Hours of Service

Hours of Service include:

i) Hours in Covered Employment for which the Participant is paid for the performance of duties for an Employer;
ii) Vacation, holiday, illness, other leave and incapacity (including disability) for which the Participant is paid or entitled to payment by an Employer while in a position in Covered Employment to a maximum of 501 hours for a single continuous period.

Notwithstanding the above, under no circumstances will a Participant be entitled to credit more than one Hour of Service for the same hour or work, pay or benefits, even if the Participant receives duplicate payment or benefits.

C) Other Service Counted for Vesting

i) The Participant may also receive credit for hours in a job not covered by this Plan if such non-Covered Employment comes immediately before or after Covered Employment and is with the same Employer.
ii) Vesting Service will also be granted for periods of disability for which the Participant earns Future Service Credit.
iii) Vesting Service will also be granted for periods of qualified Military Service, as required by federal law.

SECTION 6
VESTING STATUS

A) Vesting Rule for the Period Beginning January 1, 1999

A Participant will be fully vested in a benefit upon accruing five (5) years of Vesting Service provided the Participant has at least one Hour of Service on or after January 1, 1999, before incurring a Permanent Break in Covered Employment.

B) Vesting Rule Prior to January 1, 1999

A Participant who has not met the five year vesting rule in paragraph (A) above may be fully vested in a benefit when the Participant meets one of the following requirements:

i) The Participant accrues at least 10 years of Vesting Service before incurring a Permanent Break in Covered Employment; or
ii) The Participant accrues at least 25 Pension Credits and has worked at least 5,000 hours in Covered Employment since July 1, 1957; or
iii) The Participant attains age 50 with at least 12 Pension Credits and has worked at least 5,000 hours in Covered Employment since July 1, 1957; or
iv) The Participant attains Normal Retirement Age; or
v) The Participant is a Non-Bargained Employee covered by a Participation Agreement (an Employee who is not covered under the Collective Bargaining Agreement of an Employer who is obligated to make contributions to this Plan pursuant to a Collective Bargaining Agreement) who has credit for at least 5 years of Vesting Service and has earned at least one Hour of Service on or after January 1, 1989.

C) Effect of Being Vested

Once a Participant is vested he cannot lose his accumulated Pension Credit or Vesting Service through a Break in Covered Employment. The Participant will be entitled to receive a pension starting at the permitted retirement age, provided the Participant satisfies other eligibility requirements, even if he leaves Covered Employment or earns no additional Pension Credit or Vesting Service.

Example - Becoming a Vested Participant

This chart shows how a participant can become vested.
1000 Covered Hours

Covered Hours	800	1000	1500	2000	2040	2040
Year	2007	2008	2009	2010	2011	2012

This participant started Covered Employment in 2007 and he only earned 800 covered hours that year. He did not have at least 1000 covered hours that calendar year so he did not receive credit for vesting. But during the next five years (2008 through 2012), this Participant earned at least 1000 covered hours each year. Once he completed 1000 covered hours in 2012, he became Vested.

SECTION 7
BREAKS IN COVERED EMPLOYMENT

This Pension Plan was created to provide security for eligible Participants who earn their living over a major portion of their working years by work in the plumbing and piping industry in Southern California. For this reason, the Plan provides certain reasonable standards for continuity of service. This is the basis for the rules concerning Breaks in Covered Employment.

If a Participant does not earn a required amount of Pension Credits or Vesting Service over a specified period of time, the Participant may incur a Break in Covered Employment. If this Break in Covered Employment continues for too long, it can become a Permanent Break in Covered Employment which will result in the loss of the Participant's previous earned Pension Credits and Vesting Service, unless the Participant has already met the requirements for Vesting. The rules regarding Breaks in Covered Employment are set forth below.

A) Break in Covered Employment Before January 1, 1976

A Participant must have earned at least one quarter of Future Service Credit in any one calendar year during any period of five consecutive years after January 1, 1967 in order to keep his/her years of previously accumulated Pension Credit. If a Participant does not satisfy this requirement, then he/she has a "break in employment" and all the Pension Credits (Past and Future) earned before the "break in employment" will be canceled.

NOTE

Once a Participant is Vested in a pension benefit under the Plan's vesting rules, the Participant cannot lose the entitlement to a pension benefit.

B) One-Year Break in Covered Employment After January 1, 1976

i) On or after January 1, 1976, a One-Year Break in Covered Employment occurs if a Participant fails to complete more than 500 Hours of Service in a calendar year. This break in service can be temporary or permanent, depending on how many years of Vesting Service the Participant has previously accumulated.

ii) When counting Hours of Service, the Plan counts the hours the Participant performed work in Covered Employment, and the following additional hours:
   a) Paid vacations, holidays and disability time covered by certain disability benefits;
   b) Periods the Participant engaged in Qualified Military Service in the Armed Forces of the United States and then returns to Covered Employment within the time prescribed by law;
   c) Periods of employment not covered by the Plan if such employment is continuous with the Participant's Covered Employment and with the same Employer;
   d) Periods the Participant is away from Covered Employment because of:
      1) The Participant's pregnancy;
      2) The birth of the Participant's child;
      3) The placement of a child with the Participant in connection with adoption; or
      4) The care for such child for a period beginning immediately after such birth or placement. The Participant will be credited with a maximum of 501 Hours of Service for parental leave to prevent a One-Year Break in Covered Employment.
      5) Approved Family and Medical Leave absences.

Curing a One-Year Break in Covered Employment

A One-Year Break in Covered Employment can be cured if, before a Participant incurs a Permanent Break in Covered Employment, the Participant earns a year of Vesting Service (1,000 Hours of Service in a calendar year).

C) Permanent Break in Covered Employment After January 1, 1976

Beginning January 1, 1976, a Permanent Break in Covered Employment is based on two factors: **First,** the number of consecutive One-Year Breaks in Covered Employment a Participant has incurred; and **Second,** the number of years of Vesting Service the Participant has earned.

i) Between January 1, 1976 and January 1, 1987, a Participant has a Permanent Break in Covered Employment if the number of consecutive One-Year Breaks in Covered Employment the Participant has incurred equals or exceeds the number of years of Vesting Service the Participant has previously accrued.

EXAMPLE

If a Participant earned 3 Years of Vesting Service and then has 3 consecutive One-Year Breaks, the Participant had a Permanent Break in Covered Employment.

ii) Beginning January 1, 1987, a Participant has a Permanent Break in Covered Employment if the Participant has at least five consecutive One-Year Breaks in Covered Employment and the number of these One-Year Breaks equals or exceeds the number of years of Vesting Service the Participant previously accrued.

EXAMPLE 1: Permanent Break in Covered Employment

This chart shows an example of a Participant who has incurred a Permanent Break in Covered Employment.

A Participant previously earned four years of Vesting Service from 2000 through 2003. The Participant then had five successive One-Year Breaks in Covered Employment (because, in each of these years the Participant did not earn more than 500 Hours of Service). The Participant suffers a Permanent Break in Covered Employment in 2008, because his five consecutive One-Year Breaks equals or exceeds the number of years of Vesting Service that he previously earned.

1000 Covered Hours

Covered Hours	**1000**	**1050**	**1500**	**2000**	**350**	**400**	**450**	**480**	**485**
Year	**2000**	**2001**	**2002**	**2003**	**2004**	**2005**	**2006**	**2007**	**2008**

EXAMPLE 2: Curing a Permanent Break in Covered Employment

This chart shows an example of a Participant who has incurred a Permanent Break in Covered Employment.

Taking a similar example, suppose a Participant had previously earned three years of Vesting Service, then had three successive or consecutive One-Year Breaks in Covered Employment. However, the Participant in 2007 has a year in which he had more than 1,000 Hours of Service in Covered Employment. This one year of Vesting Service of 1000 hours in 2007 cancels out or cures the three previous One-Years Breaks in Covered Employment. The Participant would not incur a Permanent Break in Covered Employment.

1000 Covered Hours

Covered Hours	**1050**	**1500**	**2000**	**350**	**400**	**450**	**1500**	**485**
Year	**2001**	**2002**	**2003**	**2004**	**2005**	**2006**	**2007**	**2008**

D) A Summary of Break in Covered Employment Rules after January 1, 1976

i) The Participant will incur a One-Year Break in Covered Employment if the Participant does not have more than 500 Hours of Service within a calendar year.

ii) Any One-Year Break in Covered Employment can be repaired provided the Participant does not accumulate so many consecutive One-Year Breaks as to establish a Permanent Break in Covered Employment.

iii) Between January 1, 1976 and January 1, 1987, a break becomes permanent when the number of consecutive One-Year Breaks equals or exceeds the number of years of Vesting Service the Participant has earned.

iv) On and after January 1, 1987, a break becomes permanent when the Participant has incurred five or more consecutive One-Year Breaks in Covered Employment and the number of consecutive One-Year Breaks equals or exceeds the number of years of Vesting Service the Participant has previously earned.

v) Any time before a Break in Covered Employment becomes permanent, the Participant can repair the Break with one calendar year of Vesting Service (1,000 Hours).

vi) The Permanent Break in Employment rules no longer apply once the Participant is vested.

E) Years in which the Participant Avoids a One-Year Break but Does Not Earn a Year of Vesting Service

For purposes of the Permanent Break in Covered Employment rule, consecutive One-Year Breaks means that there have been a sufficient number of One-Year Breaks during which there has been no intervening year in which the Participant has earned at least 1,000 Hours of Service. A Participant will not incur a One-Year Break in Covered Employment for a calendar year in which he earned more than 500 but less than a 1000 Hours of Service. If the Participant had a One-Year Break in Covered Employment - or a number of consecutive One-Year Breaks - immediately preceding the year in which he has more than 500 but less than 1000 Hours of Service, the Participant will not have repaired the previous One-Year Break(s) in Covered Employment, and the count of consecutive One-Year Breaks will remain. A year in which the Participant has less than 1,000 Hours of Service does not repair preceding One-Year Breaks in Covered Employment; the previous One-Year Breaks are repaired only when the Participant has had 1,000 or more Hours of Service within a calendar year.

SECTION 8
PENSION TYPES AND AMOUNTS

The Plan provides several types of pension benefits. Requirements for the different types of pension generally vary depending on the Participant's age and his years of Pension Credit. In general, a Participant must file an application for a pension benefit with the Fund Office. A Participant may receive only one type of pension from the Fund and may not change from one type of pension to another unless the change is specifically allowed under the Plan rules. The Fund Office is available to answer a Participant's questions on eligibility and the Plan rules to assist the Participant when he/she is considering retirement. The pension amounts specified in this section when applied to credit/hours earned will determine a Single Life Benefit. A Single Life Benefit will be reduced for the Husband-and-Wife Pension and the Joint and Survivor Options discussed in the next Section.

Important Eligibility Rule: To be eligible for a Regular, Service or Early Retirement benefit, a Participant who applies for a benefit and who is under the age of 65, must intend to retire and have completely severed any and all employment with all contributing and/or signatory Employers with the Plan prior to his/her Pension Effective Date. This includes employment in positions covered by the Collective Bargaining Agreement and non-bargaining unit positions.

A) Regular Pension

i) Eligibility

The Participant will be eligible for a regular Pension if the Participant meets the following requirements:

a) The Participant has attained age 65 and has at least 10 years of Vesting Service; or

b) The Participant has attained age 65 and has at least 12 years of Pension Credit, including at least 5,000 hours of Covered Employment since July 1, 1957.

ii) Pension Amount

If a Participant has at least one Hour of Service during 1999 (excluding hours in 1999 under the Local 460 Plan), the Participant's regular Pension, effective on or after January 1, 2000, will be calculated as follows:

$6.00 multiplied by each quarter of Past Service Credit earned
plus
$8.50 multiplied by each quarter of Future Service Credit earned prior to January 1, 1975
plus
$12.50 multiplied by each quarter of Future Service Credit earned between January 1, 1975 and December 31, 1996
plus
$25.00 multiplied by each quarter of Future Service Credit earned between January 1, 1997 and December 31, 1998
plus
6.25 cents for each hour worked in Covered Employment during the period from January 1, 1999 through December 31, 2001
plus
6.50 cents for each hour worked in Covered Employment during the period from January 1, 2002 through June 30, 2002
plus
6.75 cents for each hour worked in Covered Employment during the period from July 1, 2002 through June 30, 2003
plus
7.05 cents for each hour worked in Covered Employment on or after July 1, 2003
plus
9.35 cents for each hour worked in Covered Employment on or after January 1, 2006, in excess of 25 years of Pension Credit.

Important Note: If a Participant does not have an Hour of Service during 1999, the benefit is calculated the same as above except for:

$9.75 multiplied by each quarter of Future Service Credit earned between January 1, 1975 and December 31, 1988
plus
$12.50 multiplied by each quarter of Future Service Credit earned between January 1, 1989 and December 31, 1998

Benefit rates for anyone who does not meet the above requirements are described in History of Benefit Values chart in Section 8(F) iii.

Additional Items to be Aware of:
As of January 1, 1999, the benefit formula described was modified from using Service Credits to using pension hours multiplied by the rate(s) in effect for the time period specified.

Treatment of Carryover Excess Hours for Periods after December 31, 1998:
Generally, for purposes of determining the amount of the Participant's pension, any balance of excess hours will not be used.

However, effective for periods after December 31, 1998, if the Participant was age 52 or older on December 31, 1998, and if the use of his remaining excess hours ending on that date provides additional Future Service Credits for a succeeding Plan Year(s), the value of the resulting total Future Service Credit for the succeeding year(s) (at a rate of $25.00 for each complete quarter of Future Service Credit) will be compared to the value of the pension hours for that year multiplied by the rate(s) per hour as applicable during the year; the greater benefit amount shall apply for the given Plan Year.

Delayed Retirement
If the effective date of the Participant's pension is after Normal Retirement Age (generally, age 65), the Participant's benefit may be actuarially adjusted to reflect the delay in the commencement of benefits. The Participant's benefit will never be less than the benefit payable as a regular Pension.

B) Service Pension

i) Eligibility
A Participant who earned at least one Hour of Service prior to July 1, 2006, will be eligible to retire on a Service Pension under the following conditions:

a) The Participant has at least 25 years of Pension Credit; and
b) The Participant has worked at least 5,000 hours in Covered Employment since July 1, 1957.

ii) Pension Amount
The monthly amount of a Service Pension is calculated in the same manner as the regular Pension.

iii) Service Pensions as of July 1, 2006
A Participant who earned the first Hour of Service in the Plan on or after July 1, 2006, is eligible for a Service Pension upon earning thirty (30) years of Pension Credit. A Participant will be considered to have earned the first Hour of Service in the Plan on or after July 1, 2006 if the employee worked in and then left Covered Employment prior to July 1, 2006 and prior to or upon his return to Covered Employment after July 1, 2006 either experienced a Permanent Break in service or failed to work 1000 hours to earn his or her initial eligibility to participate in the Plan.

C) Early Retirement Pension

i) Eligibility
If a Participant wishes to retire before age 65, an Early Retirement Pension is available if the Participant meets the following requirements:

a) The Participant must be at least age 55 but not yet 65;
b) The Participant must have at least 10 years of Pension Credit.

ii) Pension Amount
If a Participant qualifies for and elects to receive an Early Retirement Pension, the amount of the Participant's Early Retirement Pension is calculated as follows:

a) Calculate the monthly pension amount the Participant would receive under the Regular Pension formula if the Participant retired at age 65; then
b) Reduce the amount by ¼ of 1% for each month the Participant is younger than age 65 but over age 60, and ½ of 1% for each month the Participant is younger than age 60; or
c) If the Participant retires on or after January 1, 2000 with 15 or more years of Pension Credit, the amount is reduced by ½ of 1% for each month the Participant is younger than age 62.

D) Disability Pension

i) Eligibility
If a Participant is Totally Disabled, the Participant will be eligible for a Disability Pension if he/she is an Active Employee at the time when he/she is deemed disabled by Social Security Administration and the Participant has earned 12 years of Pension Credit or 5 years of Vesting Service.

ii) Pension Amount
The monthly amount of a Disability Pension is calculated in the same manner as the Participant's Regular Pension.

iii) Proof of Disability
In order to prove Total Disability for purposes of eligibility for a Disability Pension, the Participant must submit a determination from the Social Security Administration that the Participant is entitled to a Social Security Disability Benefit.

iv) Disability Payments
Payment of a Disability Pension will start on the first day of the month after the Participant applies for a Disability Pension, and it is determined that the Participant is eligible for such pension, but not earlier than the date of entitlement to Social Security Disability Benefits. Payments will continue for as long as the Participant remains Totally Disabled, except that, upon attainment of age 65, the Participant's Disability Pension will be continued

regardless of whether or not the Participant remains Totally Disabled.

If the Participant files an application for a Disability Pension and a copy of the Participant's Social Security Disability Award within one year after receiving the award from Social Security, benefits from this Plan will be paid back to the date of entitlement to Social Security Disability Benefits. Otherwise, benefits will be effective the first of the month following the date the Participant both files the application and becomes entitled to Social Security Disability Benefits.

v) Contingent Early Retirement or Service Pensions: Awaiting Social Security Disability Award

A Participant may, if eligible, begin to receive an Early Retirement or Service Pension while waiting for a determination of the Participant's eligibility for a Disability Pension.

If, while the Participant is receiving an Early Retirement or Service Pension, the Participant is awarded a Social Security Disability Benefit, the Participant may elect to receive a Disability Pension from the Plan instead of the Early Retirement or Service Pension.

This change can only be made if the Participant is Totally Disabled on the date the Participant's application for the Early Retirement or Service Pension is filed and if the date of entitlement to Social Security Disability Benefits is not more than six months after the month the Participant filed the application for the Early Retirement or Service Pension.

The request to change from an Early Retirement or Service Pension to a Disability Pension must be made in writing and filed with the Fund Office.

If the election to change from an Early Retirement or Service Pension is filed within one year of the date on the Social Security entitlement letter or notice of award, conversion will be effective retroactive to the date of entitlement to Social Security Disability Benefits.

If the election to convert is filed more than one year after the date of the entitlement letter, the conversion to a Disability Pension will be effective the first of the month following the month in which the Fund Office receives the election and entitlement letter or notice of award.

vi) Loss of Entitlement to a Disability Pension

If a Participant is receiving a Disability Pension and the Participant loses the entitlement to a Social Security Disability Benefit, the Participant's pension payments will stop. The Participant may, however, be eligible for an Occupational Disability Pension as explained in (E) below.

If the Participant returns to work in Covered Employment after the loss of the Participant's Disability Pension, the Participant can earn additional Pension Credits.

If the Participant is younger than 65 and receiving a Disability Pension, and the Participant loses the entitlement to a Social Security Disability Benefit, the Participant must report this fact to the Fund Office within 30 days after the date the Participant receives notice from the Social Security Administration.

E) Occupational Disability Pension

i) Eligibility

A Participant will be entitled to receive an Occupational Disability Pension if the Participant meets all the following requirements:

a) The Participant had been receiving a Disability Pension from this Plan and a Social Security Disability Benefit and lost entitlement to each;
b) The Participant has appealed the loss of the Participant's Social Security Disability Benefit to the Social Security Administration and lost the appeal;
c) The Participant has at least 12 years of Pension Credit;
d) The Participant has worked at least 5,000 hours in Covered Employment since July 1, 1957;
e) The Participant is not eligible for any other type of pension under this Plan; and
f) The Participant is Totally Disabled from performing work in the plumbing and pipefitting trades.

ii) Pension Amount

The monthly amount of an Occupational Disability Pension will be determined in the same manner as an Early Retirement Pension. If the Participant is younger than age 55, the benefit will be calculated as if the Participant were age 55.

iii) Proof of Disability

Disability for the purposes of eligibility for an Occupational Disability Pension will be determined by the Board of Trustees based upon competent medical evidence.

iv) Occupational Disability Payments

Payment of an Occupational Disability Pension will start with the first of the month following the date on the notice to the Participant from the Administrative Law Judge denying the Participant's appeal to the Social Security Administration. Occupational Disability Pension payments will continue for as long as the Participant remains disabled from performing work in the plumbing and pipefitting industry, except, that upon attainment of age 65, the Participant's Occupational Disability Pension will be continued regardless of whether or not the Participant remains Totally Disabled from performing work in the plumbing and pipefitting industry.

v) Loss of Entitlement to an Occupational Disability Pension

If the Participant is receiving an Occupational Disability Pension, and the Participant recovers from the disability, the Participant's pension payments will stop.

If the Participant returns to work in Covered Employment, the Participant can earn additional Pension Credits.

If the Participant is younger than 65 and receiving an Occupational Disability Pension, and the Participant recovers from the disability, the Participant must report this fact to the Fund Office within 30 days after the date of the Participant's recovery.

F) Vested Pension

i) Eligibility

A Participant has the right to receive a Vested Pension if the Participant meets one of the following requirements:

a) Has at least 5 years of Vesting Service (or at least 10 years of Vesting Service, if the Participant does not have at least one Hour of Service on or after January 1, 1999) before incurring a Permanent Break in Covered Employment; or
b) Has at least 25 Pension Credits and has worked at least 5,000 hours in Covered Employment since July 1, 1957; or
c) Is at least age 50, has at least 12 Pension Credits and has worked at least 5,000 hours in Covered Employment since July 1, 1957; or
d) Is a Non-Bargaining Unit employee and has at least 5 years of Vesting Service and at least 1 Hour of Service on or after January 1, 1989; or
e) Has attained Normal Retirement Age, which is the latest of:
   1) The date the Participant attains age 65; or
   2) The fifth anniversary of the date on which the Participant began participating in the Plan, counting only years of participation after January 1, 1988; or
   3) The tenth anniversary of the date on which the Participant began participating in the Plan, including years before 1988.

(Participation before a Permanent Break in Covered Employment is not counted in determining Normal Retirement Age).

Once one of the previous five requirements have been met, the date the Participant's Vested Pension benefits become payable is determined based upon the following rules:

a) If the Participant is eligible to receive a Vested Pension in accordance with items a, d or e above, his benefits will become payable when he attains age 65 and retires.
b) If the Participant meets the requirements of item b, his benefits will be payable as soon as he retires, regardless of age.
c) If the Participant is eligible under item c above, pension payments can begin at any time after the Participant attains age 55 and retires.

ii) Pension Amount

The monthly amount of the Participant's Vested Pension is determined in accordance with the eligibility requirements described above, the Participant's age on the effective date of his Pension, the amount of Pension Credit he has accrued and when it was earned.

If the Participant meets the requirements, set forth under item a (after January 1, 1977), or the requirements of items b, c, d or e at any time, the Participant's benefits will be calculated as follows:

a) If the Participant has attained age 65, the Participant's Vested Pension will be calculated in the same manner as the Regular Pension.
b) If the Participant is at least age 55 but less than age 65 and has earned at least 12 but fewer than 25 Pension Credits, the Participant's Vested Pension will be calculated in the same manner as the Early Retirement Pension.
c) If the Participant is younger than age 65 and has earned 25 or more Pension Credits, the Participant's Vested Pension will be calculated in the same manner as the Service Pension.

iii) Separation in Service Rules

The amount of the Participant's benefit is subject to the rules on Separation in Service:

a) Separation in Service prior to January 1, 1976 is determined based on whether the Participant would have incurred a Break in Covered Employment had the Participant's Pension Credits not been Vested.
b) After January 1, 1976, the Participant incurs a Separation in Service if he has two consecutive One-Year Breaks in Covered Employment.
c) Effective January 1, 1996, if the Participant is a Non-Bargained Corporate Employee of an Employer, he will not incur a Separation in Service as a result of the cessation of the Participant's coverage, as long as he remains employed by that Employer, and provided the Employer remains signatory to a Collective Bargaining Agreement.

d) If the Participant incurs a Separation, the Participant's benefit amount will be "frozen" at the benefit rate in effect at the time of the Participant's Separation. If the Participant later returns to work in Covered Employment and earns additional Pension Credit, the Participant's pension amount for such additional credit will be calculated based on the benefit rate in effect at the time of the Participant's retirement or a subsequent Separation, if any.

e) The Participant may eliminate the effect of the Separation by returning to Covered Employment and earning more than 500 Hours of Service in each of two consecutive calendar years for each One-Year Break in Covered Employment.

f) The Pension Credit the Participant has accumulated prior to any Separation in Service will be multiplied by the benefit value in effect at the time of the Participant's Separation. Refer to the "History of Benefits Value Chart" below:

HISTORY OF BENEFITS VALUES CHART

Effective Date	Benefit Value
July 1, 1963	$6.00
January 1, 1965	$7.40
January 1, 1967	$16.00
January 1, 1970	$22.00
January 1, 1974	$22.00
January 1, 1977	$24.00
July 1, 1980	$28.00 Future Service $24.00 Past Service
July 1, 1981	$30.00 Future Service $24.00 Past Service
July 1, 1984	$34.00 Future Service $24.00 Past Service
July 1, 1989	$44.00 for Future Service earned after 01/01/89 $34.00 for Future Service earned between 01/01/75 and 01/01/89 $24.00 for Past Service
January 1, 1991	$50.00 for Future Service earned after 01/01/89 $39.00 for Future Service earned between 01/01/75 and 01/01/89 $34.00 for Future Service earned prior to 01/01/75 $24.00 for Past Service
January 1, 1999	6.25 cents for each hour worked in Covered Employment on and after 01/01/99 $50 per Future Service Credit earned from 01/01/89 through 12/31/98 $39 per Future Service Credit earned from 01/01/75 through 12/31/88 $35 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit
July 1, 2001*	6.25 cents for each hour worked in Covered Employment on or after 01/01/99 $100 per Future Service Credit earned from 01/01/97 through 12/31/98 $50 per Future Service Credit earned from 01/01/75 through 12/31/96 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit

HISTORY OF BENEFITS VALUES CHART (continued)

Effective Date	Benefit Value
January 1, 2002	6.50 cents for each hour worked in Covered Employment on or after 01/01/2002 6.25 cents for each hour worked in Covered Employment from 01/01/99 through 12/31/2001 $50 per Future Service Credit earned from 01/01/89 through 12/31/98 $39 per Future Service Credit earned from 01/01/75 through 12/31/88 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit
January 1, 2002*	6.50 cents for each hour worked in Covered Employment on or after 01/01/2002 6.25 cents for each hour worked in Covered Employment from 01/01/99 through 12/31/2001 $100 per Future Service Credit earned from 01/01/97 through 12/31/98 $50 per Future Service Credit earned from 01/01/75 through 12/31/96 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit
July 1, 2002	6.75 cents for each hour worked in Covered Employment on or after 07/01/2002 6.50 cents for each hour worked in Covered Employment from 01/01/2002 through 06/30/2002 6.25 cents for each hour worked in Covered Employment from 01/01/99 through 12/31/2001 $50 per Future Service Credit earned from 01/01/89 through 12/31/98 $39 per Future Service Credit earned from 01/01/75 through 12/31/88 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit
July 1, 2002*	6.75 cents for each hour worked in Covered Employment on or after 07/01/2002 6.50 cents for each hour worked in Covered Employment from 01/01/2002 through 06/30/2002 6.25 cents for each hour worked in Covered Employment from 010/1/99 through 12/31/2001 $100 per Future Service Credit earned from 01/01/97 through 12/31/98 $50 per Future Service Credit earned from 01/01/75 through 12/31/96 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit
July 1, 2003	7.05 cents for each hour worked in Covered Employment on or after 07/01/2003 6.75 cents for each hour worked in Covered Employment from 07/01/2002 through 06/30/2003 6.50 cents for each hour worked in Covered Employment from 01/01/2002 through 06/30/2002 6.25 cents for each hour worked in Covered Employment from 01/01/99 through 12/31/2001 $50 per Future Service Credit earned from 01/01/89 through 12/31/98 $39 per Future Service Credit earned from 01/01/75 through 12/31/88 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit
July 1, 2003*	7.05 cents for each hour worked in Covered Employment on or after 07/01/2003 6.75 cents for each hour worked in Covered Employment from 07/01/2002 through 06/30/2003 6.50 cents for each hour worked in Covered Employment from 01/01/2002 through 06/30/2002 6.25 cents for each hour worked in Covered Employment from 01/01/99 through 12/31/2001 $100 per Future Service Credit earned from 01/01/97 through 12/31/98 $50 per Future Service Credit earned from 01/01/75 through 12/31/96 $34 per Future Service Credit earned prior to 01/01/75 $24 per Past Service Credit

* These changes are only applicable to Pensioners with an Annuity Starting Date on or after January 1, 2000 and at least one Hour of Service during the 1999 Plan Year (not counting hours in 1999 under the Local 460 Plan).

G) Reciprocal Pension

The Pension Plan is signatory to the United Association Pension Fund Reciprocal Agreement and the United Association Pension Fund Addendum for Pro Rata/Partial Pensions, which provide for reciprocity with all other United Association-affiliated defined benefit pension funds that are signatory to these Agreements as well as with the Plumbers and Pipefitters National Pension Fund. Under this Agreement, Participants may be able to qualify for a pension for which they would not otherwise qualify, or they may be able to qualify for higher benefits than they would otherwise receive.

Employees covered by this Plan who are working in jurisdictions covered by other pension plans which are signatory to a reciprocal agreement with this Plan, who have pension contributions received by those plans and reciprocated to this Plan, will be granted Future Service Credit based on the amount of hourly contributions reciprocated to this Plan. However, if an Employee has contributions made directly to this Plan by a Contributing Employer but those contributions are reciprocated to another plan that has signed a reciprocity agreement, no credit, including Future Service Credit, will be granted by this Plan either for the contributions reciprocated or for any of the hours worked for a Contributing Employer for which contributions have been reciprocated.

The Master Labor Agreement for the Plumbing and Piping Industry in Southern California, between District Council No. 16 and the California Plumbing and Mechanical Contractors Association (CPMCA) is the agreement that the Retirement Plan uses in setting the pro-ration of hours whenever someone works at a contribution rate that is different than the contribution rate under the Master Agreement. If the amount the Retirement Fund receives under a reciprocal agreement while you are traveling is higher or lower than the rate set forth in the Master Agreement, your hours are prorated. However, there is never any pro-ration of your hours in determining the amount of your Vesting Service or Breaks in Covered Employment.

There are two types of reciprocity:

a) In Money-Follows-the-Employee Reciprocity, contributions are transferred between pension funds on behalf of travelers from a “Visited Fund” to a “Home Fund”
b) In Pro Rata/Partial Pension Reciprocity, contributions are not transferred, but the pension plans share each other's credit in determining certain benefits.

Contributions may only be transferred to or from the Plumbers and Pipefitters National Pension Fund or to another related pension plan if the “Home Fund” and the “Visited Fund” have both signed the United Association Pension Fund Reciprocal Agreement. Similarly, credit cannot be shared between pension plans unless the plans have both signed the United Association Pension Fund Reciprocity Agreement.

If a Participant is considering employment outside the jurisdiction of this Plan, he should contact the Fund Office to find out if he will be covered under either type of reciprocal agreement.

i) Money-Follows-the-Employee Reciprocity

Under the United Association Pension Fund Reciprocal Agreement, if the Participant travels and works temporarily in the jurisdiction of another UA pension fund signatory to the Agreement, the Participant’s contributions will be automatically forwarded to this Plan. The Participant will receive credit for these contributions under the provisions of this Plan. If the contribution rate received by this Plan is more or less than the rate under the Collective Bargaining Agreement, the hours will be prorated in determining the amount of the Participant’s Future Service Credit, but not in determining the amount of the Participant’s Vesting Service.

No reciprocal card need be signed by the Participant as the contribution will automatically be forwarded by the “Visited Fund” to the “Home Fund.”

ii) Pro-Rata/Partial Pension

This Plan is a party to the United Association Pension Fund Addendum for Pro-Rata/Partial Pensions that allows credit from the Plumbers and Pipefitters National Pension Fund or credit earned under another UA pension fund signatory to the Addendum (a “Related Pension Plan”), after completion of Money-Follows-the-Employee reciprocity, to be combined with Pension Credit earned under this Plan.

The combined hours credited in both funds will be recognized by each fund for purposes of curing Breaks in Covered Employment and benefit eligibility. However, the amount of benefits paid by each fund will be based only on the contributions and hours retained by each fund.

In effect, the Pro-Rata/Partial Pension Addendum allows this Plan to treat Vesting Service and Pension Credits earned under the Plumbers and Pipefitters National Pension Fund or other Related Pension Plan as though they were earned under this Plan for the purpose of curing or avoiding Breaks in Covered Employment and eligibility.

To be eligible for a Pro-Rata/Partial Pension, the Participant must have earned at least one year of Future Service Credit under this Plan and one year of Future Service Credit under the Plumbers and Pipefitters National Pension Fund or other Related Pension Plan signatory to the Pro Rata/Partial Pension Addendum after the completion of the Money-Follows-the-Employee reciprocity and without regard to the provision of the Addendum.

Also, the Participant must have earned at least a partial year of Future Service Credit, after the completion of the Money-Follows-the-Employee reciprocity and without regard to the provisions of the Addendum, in at least one defined benefit pension fund signed to the United Association Pension Fund Reciprocal Agreement during at least one of the five calendar years prior to the effective date of his pension.

For more information about Money-Follows-the-Employee Reciprocity, Pro-Rata/Partial Pensions or Related Pension Plans, please contact the Fund Office.

H) Maximum Pension Provisions

Over the years, maximum caps have been placed on the number of Pension Credits that would be considered when calculating a Participant's pension benefit.

For pensions effective on or after January 1, 1994, the maximum cap on the number of Pension Credits considered when calculating a pension benefit is 35 Pension Credits until all Past Service Credits (earned for work prior to January 1, 1959) have been offset by Future Service Credits (earned for work after January 1, 1959). Thereafter, all Future Service Credits are used to determine the amount of pension payable. This means that once the Participant has earned 35 Future Service Credits, the Participant's retirement benefit will be calculated based on the total number of Future Service Credits the Participant has earned and any Past Service Credits will be disregarded for purposes of calculating the Participant's benefit.

Section 415 of the Internal Revenue Code also puts legal limits on the annual amount the Participant may receive from this Plan. A Participant will be notified by the Fund Office if these limits apply to his or her benefit.

I) Small Pension Cash-Outs

If the actuarial present value of the Participant's pension benefit is $5,000 or less, upon application for a benefit a Participant will automatically receive that benefit in a lump sum payment with no other options.

SECTION 9
FORMS OF PAYMENT

The normal form of payment for single persons is a Single Life Annuity with 60-Months Certain Payments. The normal form of payment for married persons is a 50% Husband-and-Wife Pension. Married Participants have the option of electing a Single Life Annuity with 60-Months Certain Payments. Both single and married Participants have the option of electing a 50%, 75%, or 100% Joint and Survivor options. The Fund Office will provide the Participant with a statement of what the Participant's monthly benefit will be as a Single Life Annuity with 60-Months Certain Payments and as a 50%, 75%, or 100% Joint and Survivor Option. The various forms of payment and the procedures for electing them are discussed in this section.

A) Single Life Annuity with 60-Months Certain Payments

The normal monthly benefit payment for a single Participant will be the Single Life Annuity with 60-Months Certain Payments. The benefit amount is derived from using the benefit amounts and formula set forth in the previous section, with no reductions. This form of payment provides the Participant with monthly benefits for the Participant's lifetime. In addition, if the Participant dies before he/she has received at least 60 monthly benefit payments, the full monthly amount will be paid to the Participant's Beneficiary until the Plan has paid a total of 60 monthly benefit payments to the Participant and his/her Beneficiary.

If the Participant is single when he retires, his benefit will automatically be paid as a Single Life Annuity with 60-Months Certain Payments, unless he rejects it in writing at the time he retires and elects another form of payment.

If the Participant is married and wants the Single Life Annuity with 60-Months Certain Payments, the Participant and Spouse must reject the 50% Husband-and-Wife Pension and elect the Single Life Annuity with 60-Months Certain Payments at the time the Participant retires. The rules and procedures for making these elections are explained below.

B) 50% Husband-and-Wife Pension

i) General Provisions

The normal monthly benefit for married Participants is the 50% Husband-and-Wife Pension. This benefit provides that after the Participant's death, his Surviving Spouse will receive monthly payments for the rest of his/her lifetime equal to 50% of the monthly amount the Participant was entitled to receive.

Because the 50% Husband-and-Wife Pension extends protection over two lifetimes, benefit levels are adjusted accordingly. During the Participant's lifetime, the Participant will receive a lower monthly benefit than he/she would have received under a Single Life Annuity. Monthly payments to the Participant's Surviving Spouse after the Participant's death will be one-half of the amount the Participant received and will continue for the rest of the Participant's Spouse's life.

The amount of monthly benefit reduction depends on the difference in age between the Participant and the Participant's Spouse. If the Participant's Spouse is much younger than the Participant, benefits will be reduced more than if the Participant and Spouse are both around the same age or if the Participant's Spouse is older than the Participant.

Under the 50% Husband-and-Wife Pension, payments to the Participant's Surviving Spouse continue for life; they do not stop even if the Participant's Surviving Spouse remarries.

ii) Amount of 50% Husband-and-Wife Pension (Non-Disability)

If the Participant is eligible for any type of pension other than a Disability Pension, the Participant's monthly pension will be reduced for the 50% Husband-and-Wife Pension by multiplying it by appropriate actuarial equivalent factor which depends on the respective ages of the Participant and Beneficiary. On the following page(s) is an example calculation (the Fund Office can be contacted for another age combination).

iii) Amount of 50% Husband-and-Wife Pension (Disability)

If the Participant is eligible for a Disability Pension, the Participant's monthly pension will be reduced for the 50% Husband-and-Wife feature by multiplying it by 82% minus .4% for each year the Participant's Spouse is younger than the Participant or plus .4% for each year the Participant's Spouse is older than the Participant (not to exceed 100%).

iv) Rejection of the 50% Husband-and-Wife Pension and Selection of an Optional Form of Benefit

If the Participant is married when the Participant retires, the Participant's pension will automatically be paid in the form of a 50% Husband-and-Wife Pension unless the Participant and the Participant's Spouse sign a notarized statement rejecting the 50% Husband-and-Wife Pension and file it with the Fund Office at the time the Participant retires.

A Participant and Spouse have 180 days from the date they receive written information from the Fund Office explaining the normal form of benefit, the optional forms of benefits and the financial effect of choosing an optional form and the right to revoke the normal form of benefit.

If the Participant and Spouse properly reject the 50% Husband-and-Wife Pension, they must elect either the Single Life Annuity with 60-Months Certain Payments or a 50%, 75%, or 100% Joint and Survivor Option.

Remember that if the Participant is married, payment in the form of the 50% Husband-and-Wife Pension will occur automatically unless the Participant rejects it and the Participant's Spouse consents to the rejection in writing on forms provided by the Fund Office. Be sure to have the Participant's Spouse's signature witnessed by a Notary Public as indicated on the form.

The Participant's Spouse's consent must acknowledge the effect of the rejection and must consent to a specific Beneficiary and optional payment form, which cannot be changed without the Participant's Spouse's consent. The Participant's rejection may be revoked at any time before the Participant's payments begin.

If the Participant is single, payment in the form of a Single Life Annuity with 60-Months Certain Payments will occur automatically unless the Participant rejects it in writing on forms provided by the Fund Office.

v) Pop-Up Protection

Once payments have started on a 50% Husband-and-Wife Pension, the monthly benefits will generally continue on that basis. However, if the Participant's Spouse should die before the Participant, the monthly amount of the 50% Husband-and-Wife Pension may be increased to the amount that would have been payable to the Participant as a Single Life Annuity without the 60-Months Certain Payments. The increased pension will be effective the month following the month in which the Participant's Spouse died, provided the Participant files a copy of the death certificate within 12 months of the Participant's Spouse's death. If the certified death certificate is filed more than 12 months after the Participant's Spouse's death, the increased pension will begin with the month following the month during which the certified death certificate is received by the Fund Office.

Similarly, the Surviving Spouse benefit may be cancelled and the amount of a 50% Husband-and-Wife Pension may be increased to the amount that would have been payable to the Participant as a Single Life Annuity without the 60-Months Certain Payments, if the Participant's marriage is legally terminated, provided the terms of a Qualified Domestic Relations Order (QDRO) state that the Participant's former Spouse is to receive no benefits from this Plan and is to be no longer treated as the Spouse for purposes of the 50% Husband-and-Wife Pension. If the judgment of dissolution of marriage is filed with the Fund Office within 12 months of the date of entry, the increased monthly pension will be effective for the month following the month it was entered. Otherwise, the increased benefit will become effective with the first month following the month during which the Fund Office receives the judgment.

C) 50%, 75%, or 100% Joint and Survivor Options

As is explained above, the normal form of payment is a 50% Husband-and-Wife Pension if the Participant is married, or a Single Life Annuity with 60-Months Certain Payments if the Participant is single. The Participant may - whether married or unmarried - waive the normal form of payment and elect either a 50%, 75%, or 100% Joint and Survivor Option. For each option, the Participant will receive a smaller amount for the Participant's lifetime, but the Participant's Beneficiary will receive 50%, 75%, or 100% of that amount for his/her lifetime, if he/she survives the Participant. The Beneficiary is called a Joint Annuitant and may be anyone the Participant chooses, except as limited below.

If the Participant is married, he may name a non-Spouse Joint Annuitant only with his Spouse's consent. Also, the Participant may not have more than one Joint Annuitant, and he may not change his Joint Annuitant, even in the event of a divorce.

If the Participant's Joint Annuitant predeceases him after payments start, the monthly amount payable to him will be increased to the amount that would have been payable to him as a Single Life Annuity without the 60-Months Certain Payment feature. The increased pension will be effective the month following the month in which the Joint Annuitant died, provided the Participant files a copy of the death certificate within 12 months of the Joint Annuitant's death. If the death certificate is filed more than 12 months after the Joint Annuitant's death, the increased pension will begin with the month following the month during which the death certificate is received by the Fund Office.

The pension amount of the 50%, 75% and 100% Joint and Survivor Annuity options shall be adjusted by multiplying each by a factor that is the actuarial equivalent of the pension before reduction. These amounts are also dependent on the Participant's age and Participant's Spouse's age at the time the Participant retires.

i) Age Limitations for Beneficiaries Under the 100% and 75% Joint and Survivor Options

The 100% Joint and Survivor Benefit Option is available to a Participant and a non-Spouse Beneficiary only if such Beneficiary is no more than 10 years younger than the Participant. However, if the Participant begins receiving benefits prior to attaining age 70, the age difference between the non-Spouse Beneficiary and Participant is reduced by the number of years the Participant is younger than age 70 on his or her Annuity Starting Date. If, as a result of this adjustment, the age difference between the Participant and the non-Spouse Beneficiary is 10 years or less, the Participant may elect the 100% Joint and Survivor Benefit Option.

The 75% Joint and Survivor Benefit Option is available to a Participant and his non-Spouse Beneficiary only if such Beneficiary is no more than 19 years younger than the Participant. However, if the Participant begins receiving benefits prior to attaining age 70, the age difference between the non-Spouse Beneficiary and Participant is reduced by the number of years the Participant is younger than age 70 on his or her Annuity Starting Date.

If, as a result of this adjustment, the age difference between the Participant and the non-Spouse Beneficiary is 19 years or less, they may elect the 75% Joint and Survivor Benefit Option.

ii) Election and Changes to Optional Forms of Benefits

If the Participant wishes to elect the 50%, 75%, or 100% Joint and Survivor Options, the Participant must do so in writing before the first month for which a pension benefit is payable to the Participant. Once elected, a 50%, 75%, or 100% Joint and Survivor Option may not be revoked unless the revocation is made in writing not later than the end of the first month for which a pension has become payable.

However, the survivor benefit to the Joint Annuitant may be cancelled and the amount payable during the Participant's life under a Joint and Survivor Option may be increased to the amount that would have been payable to the Participant as a Single Life annuity without the 60-Months Certain Payments, if the Participant's Joint Annuitant is the Participant's Spouse and the Participant's marriage is legally terminated, provided the terms of a Qualified Domestic Relations Order (QDRO) state that the Participant's former Spouse is receiving no benefits from this Plan and is to be no longer treated as the Joint Annuitant for purposes of the Joint and Survivor Options. If the judgment of dissolution of marriage is filed with the Fund Office within 12 months of the date of entry, the increased monthly pension will be effective for the month following the month it was entered. Otherwise, the increased benefit will become effective with the first month following the month during which the Fund Office receives the judgment.

EXAMPLE
Retirement Payment Options – Joint and Survivor Option Examples
The following examples are based on a Participant retiring at age 65 with a Spouse (or contingent annuitant) age 60. For another age combination, please contact the Fund Office.

Benefit Type	50% Husband-and-Wife Benefit	75% Joint and Survivor Benefit	100% Joint and Survivor Benefit
Total Accrued Single Life Benefit	$1,000.00	$1,000.00	$1,000.00
Joint and Survivor Factor	0.890	0.839	0.794
Joint and Survivor Monthly Benefit	**$890.00**	**$839.00**	**$794.00**
	Total Monthly Benefit **x** Joint and Survivor Factor = Monthly Benefit		
Benefit amount your Surviving Spouse will receive per month for the remainder of his/her lifetime if you predecease your Spouse.	$445.00	$629.25	$794.00
Benefit amount you will receive if your Spouse dies before you.	$1,000.00	$1,000.00	$1,000.00

SECTION 10
DEATH BENEFITS

A) Death Before Retirement

i) 100% Joint and Survivor Pre-Retirement Death Benefit

In the event the Participant is a vested Participant in this Plan and the Participant dies before retiring, the amount of the Pre-Retirement Death Benefit payable to the Participant's Surviving Spouse will be equal to the survivor's portion of the 100% Joint and Survivor Option. The amount of the 100% Joint and Survivor Option payable will be calculated as if the Participant retired on the day before his death and elected the 100% Joint and Survivor Option. If the Participant died prior to the earliest date on which he could have retired, the amount of the 100% Joint and Survivor Option payable will be calculated as if the Participant had retired upon reaching his Earliest Retirement Date and died on the last day of the month in which this date falls.

However, if the Participant was eligible for a Vested Pension upon attainment of age 65, and died after age 55 but before age 65, the amount of the 100% Joint and Survivor Option payable will be calculated as if the Participant retired on the first day of the month following the date of death and thereafter immediately died.

This Death Benefit will continue for the lifetime of the Participant's Surviving Spouse regardless of any later remarriage.

The 100% Joint and Survivor Pre-Retirement Death Benefit is also payable to non-Spouse Beneficiaries designated by the Participant provided the Participant is not married or, if married, the Participant's Spouse has waived, in writing, her entitlement to this benefit. In order for the non-Spouse beneficiary to be able to receive this pre-retirement death benefit, the Participant must have satisfied the eligibility requirements for a Regular or Service Pension at the time of his death.

Payments to the Participant's Surviving Spouse, or if applicable, the non-Spouse Beneficiary, begin as of the month following the month of death, although the Participant's Surviving Spouse may elect to defer payments to the later of the date on which the Participant would have reached 70 ½, or December 1 of the calendar year following the year of death.

ii) Lump Sum Pre-Retirement Death Benefit

There is an alternative Pre-Retirement Death Benefit in the form of a lump sum. If elected, the benefit will be paid to the Active or Vested Participant's Beneficiary and the amount will be the greater of: $1,000 times the number of Pension Credits the Participant has earned; or an amount equal to all contributions made on the Participant's behalf (not to exceed $10,000). In order to qualify for this Pre-Retirement Death Benefit, the Participant must have had at least $100 contributed to this Fund on his behalf. This benefit is not payable to anyone else if there is a Surviving Spouse.

iii) Election By Surviving Spouse

The Participant's Surviving Spouse may elect either the lump sum benefit or the Surviving Spouse's portion of the 100% Joint and Survivor Option. If the actuarial present value of the 100% Joint and Survivor Option is greater than the elected lump sum Death Benefit, the Participant's Surviving Spouse will receive the excess value in monthly payments as long as he/she lives.

A non-Spouse Beneficiary is entitled to elect either the lump sum or survivor benefit, however if the lump sum is elected the non-Spouse Beneficiary is not entitled to any excess value in monthly payments as provided to Surviving Spouses under this section.

iv) Participants Who Die While In Qualified Military Service

Pursuant to the Heroes Earnings Assistance and Relief Act of 2008 ("HEART Act"), for purposes of determining eligibility for any death benefit, including a 100% Joint and Survivor Pre-Retirement Death Benefit and a lump sum death benefit, a Participant who dies as a result of Qualified Military Service on or after January 1, 2007, shall be treated as having returned to Covered Employment and thereafter died. Therefore, such a Participant shall be treated as an Active Participant and time spent in Qualified Military Service immediately prior to the Participant's death will be treated as Vesting Service and, for purposes of avoiding Breaks in Service, Hours of Service. However, the deceased Participant will not be deemed to have earned Service Credit for the period of Qualified Military Service immediately prior to his/her death for purposes of determining the amount of the death benefit.

B) Post-Retirement Death Benefits

i) 60-Months Certain Payments

If the Participant is receiving the Single Life Annuity with 60-Months Certain Payments and dies after retirement, but before receiving all 60 payments, then the Participant's designated Beneficiary – whether the Participant's Surviving Spouse or other designated Beneficiary - will receive the rest of those payments until all 60 are paid.

ii) Surviving Spouses or Surviving Joint Annuitants

If the Participant is survived by the Spouse or Joint Annuitant upon which the Participant's 50% Husband-and-Wife Pension or Joint and Survivor Option was based, that Spouse or Joint Annuitant will receive monthly benefits in accordance with the requirements of the applicable form of payment.

iii) Post-Retirement Lump Sum Benefit

In addition to the 60-Months Certain Payments and any benefits due under the 50% Husband-and-Wife Pension or the Joint and Survivor Options, upon the Participant's death, a Death Benefit equal to $80 for each full year of Pension Credit, up to a maximum of $2,000, will be paid to the Participant's Beneficiary.

C) Beneficiary Designation

i) Use of Designation Forms

Although some Death Benefits are automatically paid to a Surviving Spouse or a Joint Annuitant, others are paid to the Participant's Beneficiary. To ensure that these Death Benefits are paid to the person(s) to whom the Participant wants them to be paid, the Participant should file a Beneficiary designation with the Fund Office. A designation of Beneficiary will not be effective unless an Enrollment & Beneficiary form is submitted to the Fund Office.

ii) When There is No Designated Beneficiary

If the Participant has no named Beneficiary or if the Participant's Beneficiary predeceases the Participant; the Plan will pay survivor benefits to one or more of the following Surviving relatives in the following order:

a) Surviving lawful Spouse;
b) If none, to be divided equally among the surviving child(ren), including legally adopted child(ren);
c) If none, to the Surviving parent(s);
d) If none, to be divided equally among the surviving sibling(s); or
e) If none, to the Participant's estate.

iii) Automatic Revocation of Beneficiary Designation

The designation of a Spouse as a Beneficiary of any Death Benefit will be automatically revoked if the marriage is later dissolved. Thus, a former Spouse will no longer be the Participant's designated Beneficiary unless named as such in a new Enrollment & Beneficiary form which is completed and submitted to the Fund Office after the marriage is dissolved. This rule limits the chances of conflicting claims to Death Benefits if a Participant forgets to change his or her Beneficiary designation from a former Spouse to a subsequent Spouse or other Beneficiary.

SECTION 11
QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)

The Retirement Equity Act of 1984 provides that the Plan must recognize and follow any order that it finds to be a Qualified Domestic Relations Order (QDRO). As directed by a QDRO, payments will be made directly to any Spouse, former Spouse, child or other dependent (called an "Alternate Payee") of a Plan Participant. A Qualified Domestic Relations Order (QDRO) is a state domestic relations order, such as a divorce decree, which creates or recognizes an Alternate

Payee's right, or assigns to an Alternate Payee the right, to receive all or a portion of the benefits payable to a Participant under the Plan. Any lawful judgment, decree, order, or property settlement agreement may be a QDRO if it relates to the provision of child support, alimony payments, or marital property of a Spouse, former Spouse, child, or other dependent of a Plan Participant, and if it is made under state domestic relations law.

The Trustees cannot recognize or honor a domestic relations order, which attempts to divide a pension, unless and until they determine that the order or decree contains certain information and otherwise complies with federal law. Therefore, if a court order is issued which assigns some or all of a Participant's benefit to another person, it must be submitted to the Fund Office for a determination as to whether or not the Fund can honor the order. The order will not be honored until it is submitted and determined by the Fund to be a qualified order. If the Participant is contemplating a divorce or is a party to a domestic relations proceeding, the Participant should contact the Fund Office for additional information before any domestic relations order or decree is signed by the judge. The Fund may withhold, in whole or part, distribution of a benefit to a Participant, if the Fund Office has notice that a domestic relations order is pending.

A) Payment to Alternate Payee Before the Participant Retires

The Alternate Payee under a QDRO may be allowed to begin receiving benefits as soon as the Participant could have retired even if this is before the Participant's retirement date. If the Alternate Payee chooses to receive his/her share of benefits before the Participant retires, the amount of benefits payable to the Alternate Payee will be based on the benefits payable to the Participant without regard to any early retirement subsidy.

B) No Change in Form of Benefit if the Participant is in Pay Status when a QDRO is Obtained

If the Participant is already receiving benefits when the parties obtain their domestic relations order, the Alternate Payee's share of the pension must be paid in the same form as previously elected by the Participant.

C) Alternate Payee May Choose Any Form of Benefit if the Benefit has not Commenced when the QDRO is Obtained

If the QDRO is obtained before any benefit payments have begun, the order may provide that the Alternate Payee may elect to receive his/her share in any form permitted by the Plan, except for a Joint and Survivor Annuity based on the life of a subsequent Spouse of the Alternate Payee. Thus, an Alternate Payee may elect to have his/her share payable over his/her lifetime, or over the joint lives of the Alternate Payee and the Participant.

D) Pop-Up of Participant's Benefit Following the Death of the Alternate Payee

As described above, if the Participant is already receiving benefits when the parties obtain a domestic relations order, the Alternate Payee's share of the pension must be paid in the same form as previously elected by the Participant. If benefits are paid pursuant to a QDRO in these circumstances and the Alternate Payee dies before the Participant, the Participant's share of benefits will be increased to the amount that would have been paid if there had been no QDRO. However, no pop-up will occur if the Alternate Payee's share was paid as a life annuity over the Alternate Payee's lifetime.

E) Actuarial Equivalence

If the Alternate Payee's share is to be paid over the lifetime of the Alternate Payee, the benefit must be the actuarial equivalent of the Alternate Payee's share of the Single Life Annuity paid over the Participant's lifetime.

F) Procedures Governing QDROs

A copy of the Fund's procedures governing Qualified Domestic Relations Orders may be obtained, without charge, from the Fund Office.

SECTION 12
MERGER OF LOCAL UNION No. 460 PIPE TRADES PENSION TRUST FUND

Effective January 1, 2000, Local Union No. 460 Pipe Trades Pension Trust Fund ("Local 460 Pension Plan") was merged into the Southern California Pipe Trades Retirement Fund. The details of the merger and its effect on Participants from the Local 460 Pension Plan are set forth in this section.

A) Participation in this Plan

All persons who were Participants of the Local 460 Pension Plan as of January 1, 2000 became Participants in this Plan as of that date. To be eligible for a benefit under this Plan for periods on and after January 1, 2000, a Local 460 Pension Plan Participant must meet the eligibility requirements for a pension under this Plan, including Hours of Service under this Plan on or after January 1, 2000. However, as is explained below, service under the Local 460 Pension Plan prior to January 1, 2000 counts toward meeting this Plan's eligibility requirements.

B) Retention of Local 460 Pension Plan Service

For periods prior to January 1, 2000, each Local 460 Pension Plan Participant retains his years of Vesting Service and Pension Credit earned under the Local 460 Pension Plan. Periods of service under the Local 460 Pension Plan not lost under the terms of that Plan prior to January 1, 2000 are treated as if earned under this Plan but only for purposes of eligibility under this Plan.

C) Service by Participants of the Local 460 Pension Plan After January 1, 2000

Vesting Service and Pension Credit earned on or after January 1, 2000 is determined under this Plan and is in addition to the service earned prior to that date under the Local 460 Pension Plan. However, any Local 460 Pension Plan Participant who is not fully vested on January 1, 2000 continues to accrue Vesting Service under the terms of the Local 460 Pension Plan for employment covered under this Plan after January 1, 2000 for purposes of vesting under both plans. For Local 460 Pension Plan Participants who are not vested on January 1, 2000, the break in service and cancellation of service rules of the Local 460 Pension Plan continue to apply.

D) Combined Pension Amounts and Accrual Rates of this Plan Effective January 1, 2000

Pension amounts for periods prior to January 1, 2000 are based on the Credited Service earned under the Local 460 Pension Plan before that date, using the benefit values under that Plan. Pension amounts for service on or after January 1, 2000 are based on the Hours of Service earned under this Plan on or after that date, using the benefit values set forth in this Plan. Local 460 Pension Plan Participants receive the total of the amounts under the Local 460 Pension Plan for periods prior to January 1, 2000 and under this Plan for periods on or after January 1, 2000.

E) Service Pensions

All Local 460 Pension Plan Participants will be able to attain eligibility for a Service Pension under this Plan, and Credited Service earned under the Local 460 Pension Plan prior to January 1, 2000 will count in determining eligibility for a Service Pension under this Plan. In addition, Local 460 Pension Plan Participants who commenced participation in the Local 460 Pension Plan before January 1, 1992 will continue to be eligible for a Service Pension under the Local 460 Pension Plan. The amount of all Service Pensions will be calculated using Pension Credits both before and after January 1, 2000 without any reduction for early retirement.

F) Early Retirement Pensions

For pensions first effective on or after January 1, 2000, Local 460 Pension Plan Participants continue to be eligible for an Early Retirement Pension under the Local 460 Pension Plan's rules based on combined Credited Service under both plans. For Local 460 Pension Plan Participants with at least 400 Hours of Service during the period from January 1, 1998 through December 31, 2000, this Plan's reduction factors apply to the entire Early Retirement Pension if they produce a higher monthly amount. For other Local 460 Pension Plan Participants, the reduction for early retirement is calculated under the terms of the Local 460 Pension Plan for Credited Service before January 1, 2000 and under the terms of this Plan for Credited Service after January 1, 2000.

G) Forms of Payment

For pensions first effective on or after January 1, 2000, the forms of payment under the Local 460 Pension Plan are continued under this Plan for Local 460 Pension Plan Participants, except that the "pop-up" feature is automatic for all joint and survivor forms of payment. In addition, this Plan's more favorable Joint and Survivor Option factors, including the pop-up, are applied. For single Local 460 Pension Plan Participants, the normal form of payment for pensions first effective on or after January 1, 2000 will be a Single Life Annuity with a 60-Month Certain Payment. For any Disability Pension awarded on or after January 1, 2000, this Plan's provisions shall govern all determinations of whether a Local 460 Pension Plan Participant is permanently and Totally Disabled.

H) Local 460 Pension Plan Pensioners and Beneficiaries as of January 1, 2000

Pensioners and Beneficiaries receiving monthly payments from the Local 460 Pension Plan as of January 1, 2000 continue to receive those benefits from this Plan in the same amount and form of payment. Any Local 460 Pension Plan Retiree who returns to work will have his benefit suspended in accordance with the rules of this Plan. In addition, any Local 460 Pension Plan Retiree who returns to work is entitled to have, upon his re-retirement, his pension amount re-determined under the terms of this Plan but only for the credit earned during the period of the Retiree's reemployment.

Local 460 Pension Plan Participants, who were Pensioners as of January 1, 2000, receive the "pop-up" feature only if they elected it at the time their pensions began.

I) Inactive Vested Participants in the Local 460 Pension Plan

Vested Participants in the Local 460 Pension Plan who became inactive before January 1, 2000 and do not return to Covered Employment under this Plan receive their Local 460 Pension Plan benefits upon retirement.

Inactive Vested Participants in the Local 460 Pension Plan who do return to Covered Employment have their benefit based on a combination of their Local 460 Pension Plan benefits and their benefits under this Plan.

J) Death Benefits

If a Local 460 Pension Plan Participant dies before January 1, 2000, his Beneficiary (or Surviving Spouse as applicable) receives any unpaid death or survivor benefits to which he is entitled under the Local 460 Pension Plan. If a Local 460 Pension Plan Participant dies on or after January 1, 2000, his Beneficiary (or Surviving Spouse if applicable) is entitled to the sum of the death or survivor benefit under this Plan and the death and survivor benefit under the Local 460 Pension Plan (the eligibility for both will be based on combined credited service but the amount of each will be based only on the credited service earned under each plan). In addition, for pensions first effective on or after January 1, 2000, Local 460 Pension Plan Participants will be entitled to the Post Retirement Lump Sum Death Benefit under this Plan based upon combined credited service under both plans.

K) Additional Information

If the Participant were a Participant of the Local 460 Pension Fund, the terms set forth in this booklet are subject to the provisions of this section. If the Participant has any questions about the merger or would like a copy of the former Local 460 Pension Fund summary plan description, its plan document, or the merger documents, please contact the Fund Office.

SECTION 13 RETIREMENT AND SUSPENSION OF PENSION PAYMENTS

A) Retirement-Severance from Employment

i) Before Age 65

To be considered retired and eligible to apply for and receive an Early, Regular or Service Retirement benefit from the Plan a Participant who has not reached Normal Retirement Age (generally 65), must retire and refrain from any and all employment with Employers participating in the Retirement Fund and must sever any and all employment with Employers participating in the Retirement Fund before the effective date of the Participant's pension.

ii) Age 65 and Older

A Participant who is Normal Retirement Age or older will be considered retired and eligible to apply for and receive benefits if he refrains from employment prohibited by the Plan and from all employment or work in the State of California in the plumbing and pipefitting industry in the same trade or craft in which the Participant earned Pension Credits, with any Employer (whether or not signatory to a Collective Bargaining Agreement) or self-employed. Except, such a Participant may work up to 39 hours per month in this type of employment without affecting his or her eligibility to retire.

B) Suspension of Benefits Upon Return to Employment

If the Participant who has retired subsequently returns to work and works in what the Plan defines as "Prohibited Employment," his benefit may be suspended as explained below.

i) Prohibited Employment Before Age 65

The benefit of a Participant who retirees and later returns to work as a working Pensioner will be suspended from payment if, the Pensioner accepts employment or activity in the plumbing or pipefitting industry. Employment or activity in the plumbing and pipefitting industry means the industry in which Employees covered by this Plan are employed and related businesses and any industry that falls under the trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada or any of its local unions. Prohibited Employment in this industry includes all jobsite and offsite construction, prefabrication, pre-cutting, supervisorial, design, labor relations, expediting and maintenance work, employment as an Employer or for a labor organization, within the jurisdiction of District Council 16. The scope of this prohibition includes work for another person or company or through self-employment even if the Pensioner is not doing the work directly himself but is supervising, directing, assigning work, or subcontracting.

Certain work in the industry is acceptable and will not be considered Prohibited Employment. It is acceptable for a Pensioner to return to work and perform, design, or estimating and/or consulting work in the plumbing and pipefitting industry so long as all of the following requirements are met:

a) The work is for an Employer that is signatory to a Collective Bargaining Agreement with the United Association or an affiliated local union;
b) The work is not performed on a jobsite;
c) The work is performed as an actual Employee of an Employer, not as an independent Employer or sub-employer, and
d) The product of the Pensioner's work is supplied only to an entity that is signatory to a Collective Bargaining Agreement with the United Association or an affiliated local union.

It will not be considered Prohibited Employment if a Pensioner returns to work as a Corporate Officer and holds a Contractor's license, or serves as an officer of the corporation and/or performs managerial, design, estimating or consulting work for a corporation signatory to Collective Bargaining Agreement requiring contributions to the Fund.

In addition, it will not be considered Prohibited Employment if a Pensioner returns to work with the United Association or any of its affiliates outside of District Council 16. Employment by the United Association is also acceptable.

Some Civil Service Work will not be considered Prohibited Employment. A Pensioner may return to work in the plumbing and pipefitting industry as a Civil Servant for a federal or state governmental entity pursuant to applicable laws governing Civil Servants. **However, with respect to all credit earned in excess of 7.05 cents per hour after January 1, 2006,** governmental employment as a Civil Servant in the plumbing and pipefitting industry will be considered Prohibited Employment. For any Participant who worked his/her first Hour of Service under the Plan on or after July 1, 2006, work in the plumbing and pipefitting industry in governmental employment as a Civil Servant will be considered Prohibited Employment and a Pensioner who is a post June 30, 2006 Participant, who returns to such work will have his pension benefit suspended.

C) Prohibited Employment Between Age 65 and Age 70½

The benefit of a Participant between the ages of 65 and 70½ who retires and later returns to work as a working Pensioner will be suspended from payment if the Pensioner works, within the State of California, 40 or more hours per month in the same industry or in the same trade or craft in which the Participant accrued pension benefits. This includes self-employment as well as work as an Employee.

D) Employment Permitted After Age 70½

Starting on the date on which the Participant reaches age 70½, there are no restrictions on the type of work or number of hours of work the Participant may perform while receiving pension payments.

E) Suspension of Payments

If the Participant becomes employed in Prohibited Employment as described above, the Participant's benefits from the Pension Plan will be suspended for any month of such employment. If the Participant is younger than age 65, payments will be suspended for an additional period of six months following the end of the Prohibited Employment, but in no event beyond age 65.

If the Participant is contemplating post-retirement employment, the Participant must notify the Fund Office in writing, within 30 days before starting work. If the Participant is younger than age 65 and fails to notify the Fund, pension payments will be suspended for an additional twelve months, but not beyond age 65.

If the Participant is younger than age 70 ½ and receiving a pension from this Fund, the Participant will be required to complete an Annual Statement by Pensioner form which lists all employment performed by the Participant or certifies that he/she did not engage in Prohibited Employment during the preceding year. If this information is not provided by May 15, pension payments will stop June 30 and will not resume until the Fund Office receives the information. The Participant will be required to submit the Participant's tax returns in the event the Trustees request that the Participant confirm information that the Participant has provided in the annual statement or where no other appropriate evidence is available.

The Trustees will recover the amount of any previous payments that should have been suspended, through offset against future monthly benefit payments or other lawful means.

If the Participant's benefits have been suspended, the Participant must notify the Trustees, in writing, when the Prohibited Employment has ended. Benefit payments will not be re-started until such notice has been received. When the Trustees receive the notice, they will examine the circumstances of the employment and advise the Participant on how the recovery of any improperly made payments will be scheduled.

If the Participant has any questions whether a job the Participant plans to take will cause a suspension, the Participant should write to the Fund Office, giving the name of the Employer for whom he intends to work and a complete job description signed by the Employer describing the job the Participant proposes to perform. The Participant will be advised if the job will cause a suspension of his benefits.

IMPORTANT NOTE

The Southern California Pipe Trades Pensioners and Surviving Spouses Health Fund provides that a Retiree who engages in certain kinds of post-retirement employment must have his coverage suspended. Certain post-retirement employment may result in a permanent loss of eligibility to participate in the Health Plan.

SECTION 14
TEMPORARY WAIVER PROGRAM FOR RETIREES TO RETURN TO WORK IN CERTAIN POSITIONS

Although employment in the plumbing and pipefitting industry is considered Prohibited Employment for which benefits may be suspended, the Trustees may temporarily permit employment in certain positions in the industry as they determine is reasonable and appropriate given the needs of the industry. All such waivers of the Prohibited Employment rules set forth above, shall be temporary and shall expire on a date set by the Trustees or upon revocation by the Trustees. The following work is subject to the temporary work waiver program:

A) Work as a superintendent, project manager, or labor relations representative in the plumbing and pipefitting industry, provided all of the following conditions are met:

i) The work is for an Employer that is signatory to a Collective Bargaining Agreement with the United Association or an affiliated local union;
ii) The work does not displace or take away any work from bargaining unit Employees under the applicable Collective Bargaining Agreement;
iii) The work does not involve employment for which contributions will be paid to the Southern California Pipe Trades Retirement Fund;
iv) The work must not include any of the duties of a foreman or a general foreman;
v) The duties of a position as a superintendent or project manager must include the supervision of general foremen and foremen and may not include the direct supervision of work crews;
vi) The employment may not be in the same position or

involve substantially the same duties as the Pensioner had with the Employer before he retired;

vii) The majority of the duties performed in a position as a labor relations representative must involve labor relations;

viii) The work must be performed as an actual Employee of the Employer, not as an independent Employer or subcontractor; and

ix) The product of the work for the Employer may not be supplied to an entity that is not signatory to a Collective Bargaining Agreement with the United Association or an affiliated local union.

B) Design or estimating work in the plumbing and pipefitting industry, performed either on or off a job site, provided all of the following conditions are met:

i) The work is for an Employer that is signatory to a Collective Bargaining Agreement with the United Association or an affiliated local union;

ii) The work does not displace or take away work from bargaining unit Employees under the applicable Collective Bargaining Agreement;

iii) The work is performed as an actual Employee of the Employer, not as an independent Employer or subcontractor;

iv) The product of the work may not be supplied to an entity that is not signatory to a Collective Bargaining Agreement with the United Association or an affiliated local union.

C) Work in Covered Employment for an Employer contributing to the Fund under the following requirements and conditions:

i) This program applies only to jobs for which a waiver has been granted. If there is a manpower shortage that cannot be met by working Participants, District Council No. 16 may ask the Trustees for a temporary waiver. A special committee of the Trustees will then decide whether to grant a temporary waiver of the rules for suspension of pension benefits and for loss of Pensioner Health and Welfare coverage under the Health & Welfare Fund Pensioners & Surviving Spouses Plan.

ii) The waivers will be limited to work at a specific jobsite or work of a specific skill type. The waivers will be temporary and subject to cancellation at any time. Work outside the scope of the waivers will still be subject to suspension of pension benefits and loss of Pensioner Health and Welfare coverage.

iii) The program is only available to Pensioners who have been receiving a pension for at least two years.

iv) A Pensioner employed under this program will continue to receive his monthly pension check as long as he is working in accordance with the jobsite and other limitations of the waiver. He will also receive credit under the Pension Plan for periods of such employment, and his pension amount will be adjusted annually to account for the increased credit. No adjustments will be made to the pension amount for any prior years, and the adjustments will be limited to the additional incremental amount earned for the year during the waiver employment.

v) A Pensioner employed under this program will lose eligibility in the Pensioners & Surviving Spouses Health Fund. The Pensioner will be eligible to participate in the Health and Welfare Plan for Actives as long as he is working in accordance with the jobsite or other limitations of the waiver. To maintain Active Plan coverage the Pensioner must pay the same premium amount that would have been payable to the Pensioners & Surviving Spouses Plan. Upon terminating his active employment under this program, the Pensioner will have coverage in the Pensioners & Surviving Spouse Plan reinstated providing he promptly notifies the Fund Office that his employment is terminated.

vi) A Pensioner employed under this program will not lose his entitlement to the annual payment from the Christmas Bonus Fund as long as he is working in accordance with the jobsite or other limitations of the waiver.

vii) If the Pensioner stays on the job after the waiver is canceled or if he works outside the limitations of the waiver, his pension benefits will be suspended, his Pensioner Health & Welfare coverage will terminate and he will not be entitled to a Christmas Bonus payment for the year.

viii) If the Pensioner has any questions, he may call or write the Fund Office for assistance.

NOTE

These waivers only apply to the Southern California Pipe Trades Retirement Fund. The Participant should check with the National Pension Fund or other benefit Funds to determine if benefits received from these plans will be affected by this type of employment.

SECTION 15
HOW TO APPLY FOR BENEFITS

A) General Requirements

In order to receive benefits from the Fund, the Participant must meet requirements and submit a formal written application. The first step in applying for a pension benefit is to request a Pension Application from the Fund Office. At the same time, or at any time before that, the Participant may obtain information from the Fund Office about his Pension Credits, benefits, options and any other information which will help him complete the Pension Application.

The Participant will be considered as having applied for a pension or other benefit only when the Fund Office has received the Participant's completed Pension Application. Payments cannot begin before the completed Pension Application is received (see "When Benefit Begin" below). Payments will generally be retroactive to the 1st of the month following the month that the application was postmarked.

The Participant must provide a copy of his birth certificate or other proof of his date of birth. If the Participant is electing a 50% Husband-and-Wife Pension, proof of marriage will be required along with proof of his Spouse's date of birth. If the Participant is electing a Joint and Survivor Option, proof of the Participant's Joint Annuitant's date of birth will be required.

B) Application for Disability Pension

If the Participant is applying for a Disability Pension, he must submit proof that he has been awarded a Social Security Disability Benefit by the Social Security Administration. If the Participant submits his Pension Application before he receives notice of entitlement to a Social Security Disability Benefit, he should indicate on the Pension Application that he has applied for a Social Security Disability Benefit. The Participant's notice of entitlement to a Social Security Disability Benefit should be sent to the Fund Office within one year after he receives it in order to have his benefits begin at the same time the his Social Security Disability Benefit is effective.

C) Beneficiary's Application for Benefit

If a Participant dies before retirement, the Surviving Spouse or other Beneficiary may be required to submit a form to the Fund Office in order to receive Death Benefits.

To make it possible for payments to begin with minimum delay, the Beneficiary or a representative should contact the Fund Office as soon as possible after the Participant's death. The Fund Office will provide information to properly authorized representatives on the Employee's eligibility and possible benefits due as a result of his death.

D) Payments to Minor Beneficiaries

If the benefits are payable to a minor, the Trustees may pay them to any legally appointed guardian. If there is no such person, the Trustees may pay benefits to the person having present custody or care of the minor and with whom the minor resides. The Trustees also have the discretion to make any benefit payments to a minor by depositing the payments in a federally insured savings account in the name of the minor and by giving the notice of their deposit to the minor.

E) When Benefits Begin

The Participant's pension benefits generally will begin on the first day of the first month after the Participant has met all requirements for entitlement to benefits, including filing a complete Pension Application in advance of the date pension payments are to begin.

F) Mandatory Benefit Commencement

Participants turning 70½ who have not yet filed for a pension benefit are urged to contact the Fund Office for a retirement application. The Plan will automatically begin the Participant's pension in the normal form of benefit as of April 1 of the calendar year following the year the Participant reaches 70½, however, regardless of whether the Participant has filed an application.

G) Benefits Accrued After Retirement

Benefits earned by a Pensioner who re-enters Covered Employment after Retirement will be determined at the end of each Plan Year and will be payable as of January 1 following the end of the Plan Year in which it accrued, provided payment of benefits at that time is not suspended due to work in Prohibited Employment. Such additional earned Pension Credit shall not be used to increase the portion of the pension attributable to Pension Credit earned prior to that period in Covered Employment after Retirement. If a Participant originally retired on or after Normal Retirement Age, any additional earned credit will be payable in the benefit form originally selected at the time of the initial retirement. If a Participant originally retired before Normal Retirement Age, a new Annuity Starting Date will be established for any subsequent retirement and the additional accrued benefits will be payable in the benefit form selected at the time of the subsequent retirement.

H) Pension Effective Dates

Usually pensions are effective on the first day of the month after the postmark date of the completed Pension Application. However, the start of payments may be delayed in some cases because of processing. Once the processing is completed and the Participant is found eligible for a Pension, he/she will receive payments retroactive to the first of the month after the application was postmarked.

I) Disability Pensions Effective Dates

A Disability Pension will become effective no sooner than the sixth month of disability.

Disability benefits under the Plan will be effective on the same date as the Social Security Disability Benefit if the application for Disability Pension and the notice of entitlement to Social Security Disability Benefits are filed with the Fund Office no later than one year after the notice of Social Security benefits was issued. If the notice of entitlement is filed more than one year after it was issued, the pension will be delayed until the first of the month after the notice of entitlement and the application is received by the Fund Office.

To assure that the Participant's pension benefits will be payable as early as possible, the Participant should (1) file his Pension Application Form with the Fund Office at about the same time the Participant applies for Social Security Disability Benefits, and (2) promptly send the notice of entitlement the Participant receives from Social Security to the Fund Office.

SECTION 16
PROCEDURES FOR PROCESSING APPLICATIONS AND 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.

File Claims With the Fund Office
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 a Pension Application Form. An application will be treated as submitted on the date it is postmarked. If the Participant's application is incomplete, the Participant will be notified as soon as possible with a written request for additional information.

The Fund Office Will Generally Respond Within 90 Days
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.

The Fund Office Will Reply Sooner if a Claim Involves a Request for an Occupational Disability Benefit
Notwithstanding the above, if an application is made for an Occupational Disability Pension, a decision shall be made by the Fund Office within 45 days. This period may be extended by up to two additional 30-day periods for circumstances beyond the control of the Fund. The claimant shall be notified in writing of any extension prior to the expiration of either of these two periods.

Notice of the Fund Office's Determination of Your Claim
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 (1) the specific reason(s) for the denial, (2) refers to the specific Plan provisions on which the denial is based, (3) describes any additional material or information that might help the Participant's application, (4) explains why that information is necessary, and (5) describes the Fund's review procedures and applicable time limits, including a right to bring a civil action under Section 502(a) of ERISA.

Participants May Appeal a Denial of a Claim to the Trustees, in Writing, Within 180 Days
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.

Participants' Right to Submit Written Information to the Fund Office and to Receive Certain Information From the Fund
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.

Appeals Will Be Reviewed at the Trustees' Appeals Committee's Regularly-Scheduled, Quarterly Meetings
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.

Participants Will Receive Written Notice of the Trustees' Decision on Appeal

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

If the Participant's appeal is denied, in whole or in part, the written decision will include: (1) the specific reason or reasons for the denial; (2) the specific Plan provisions on which the denial is based; (3) 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 (4) 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.

The Decision on Appeal is Final

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

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 decides 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.

Participants Have the Right to Be Represented by an Attorney or Other Authorized Representative

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. However, neither the Participant nor his representative has a right to a hearing or appearance before the Trustees or the Appeals Committee.

Any Adverse Decision May be Appealed

The recipient of any written correspondence from the Fund Office that could be interpreted as adversely affecting the recipient's interest may appeal to the Appeals Committee for a determination 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 17
GENERAL INFORMATION

A) Right to Amend

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

B) Action of the Trustees

The Trustees have full discretion and authority over the standard of proof 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 Fund, Plan, or its Trustees, unless all review procedures with the Trustees have been exhausted.

C) Selling, Assigning or Pledging Benefits

Benefits may not be sold, assigned or pledged as security for a loan. Furthermore, benefits are not subject to attachment or execution for the payment of a debt under any judgment or decree of a court or otherwise, except as provided in the Internal Revenue Code and applicable regulations. However, any benefits payable to a former Spouse or Alternate Payee, under a legally binding Qualified Domestic Relations Order, will be honored by the Fund.

D) Benefits Increase for Retirees

There is no guarantee that pensions will be increased after retirement, even if the benefit rate is increased for Active Employees. The Trustees may provide benefit increases to Pensioners, but they are not required to do so, nor are they required to provide an increase in any one year simply because they have provided one or more increases in previous years.

E) Maximum Benefits

The Internal Revenue Code imposes certain maximums on the pension amount a Participant can receive from the Plan during any year. The Fund Office will let the Participant know if these limits apply to him.

F) Social Security and Medicare

For more information on Social Security and Medicare, contact the nearest Social Security Office and ask for a current booklet explaining the benefits.

G) Pension Benefits as Taxable Income

As a Pensioner, the Participant will receive from the Fund Office each year a 1099-R Form showing the benefits paid to the Participant. As required by law, this information will also be supplied to the Internal Revenue Service for tax purposes.

H) Rollovers

Most distributions from the Plan are taxable income to the Participant. However, any lump sum payments and any payment that is not part of regular substantially equal periodic payments (e.g. monthly) paid for the life of a the Participant or Beneficiary or for a period of ten year or more under this Plan to the Participant or Spouse may be eligible rollover distributions that may be directly transferred to an eligible retirement plan. Eligible retirement plans include other qualified plans, tax qualified annuities, IRAs, Roth IRAs, and qualified state and local government plans which accept rollovers. In addition, a benefit payment to a non-Spouse Beneficiary may be an eligible rollover distribution exempt from tax if directly rolled over to an inherited IRA, Roth IRA or annuity. An eligible rollover will not be taxed if it is transferred directly to one of these eligible retirement plans.

The Fund will withhold tax from distributions that are not eligible rollovers, such as regular monthly benefit payments made under the various life annuity or Joint and Survivor options, unless the Participant elects to forgo the withholding.

Distributions eligible to be rolled over that are paid directly to a Participant or Beneficiary are subject to a 20% mandatory federal tax withholding. The Participant or Beneficiary however has 60 days to deposit the eligible rollover into a plan, annuity or IRA that is eligible to accept rollovers to convert the distribution to a tax-exempt payment. Eligible rollover distributions transferred directly from this Plan to an eligible retirement plan – including an IRA or a Roth IRA – are not subject to mandatory withholding.

At the time a Participant applies for benefits additional information will be provided about withholding. In addition, if a distribution is eligible for rollover, the Fund Office will provide the Participant with forms and information regarding the procedure for rolling over such a distribution.

SECTION 18
TERMINATION OF THE PLAN AND TRUST FUND

It is intended that the Plan will continue indefinitely, but the Board of Trustees reserves the right and has the discretion to change and/or discontinue the Plan and 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 under the Plan. 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 or if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Plan is considered terminated by law if it is amended to provide that no further benefits will be earned by Employees for employment with Employers, if every Employer withdraws from the Plan within the meaning of Section 4203 of ERISA, upon the cessation of the obligation of all Employers to contribute under the Plan, or if the Plan is amended to become a defined contribution plan.

If the Plan terminates, the Participant will not accrue (earn) any further benefits under the Plan. However, the benefits that the Participant has already accrued will become vested, that is, non-forfeitable, to the extent the Participant’s benefits can be funded by the Trust Fund assets allocated to such benefits.

If the termination occurs because the Plan is amended to provide that no further benefits will be earned by Employees for employment with Employers or is amended to become a defined contribution plan, the Plan will continue to pay nonforfeitable benefits. If the Plan does not have sufficient assets to pay all nonforfeitable benefits, Employers will be required to contribute to the Trust Fund until all nonforfeitable benefits are fully funded and can be paid.

If the Plan terminates because there are no longer any Collective Bargaining Agreements requiring contributions to the Trust Fund, the Plan may be amended to reduce benefits to the extent necessary to ensure that the Trust Fund's assets are sufficient to pay nonforfeitable benefits when they are due. If the Plan has been amended and the Trust Fund does not have enough assets to pay nonforfeitable benefits, the Plan has the authority to suspend benefits. If benefits are suspended, the Plan will continue to pay the highest level of benefits that can be paid out of the Plan's available resources. If benefits are suspended, the Plan will not be required to make retroactive benefit payments for that portion of a benefit that was suspended.

Once the Trust Fund assets and nonforfeitable benefits are valued, the Trustees, as a general rule, will use the available assets to purchase annuity contracts to provide for the Participant’s benefits. However, if the Plan terminates because of an amendment, and the value of the Participant’s nonforfeitable benefit attributable to Employer contributions is less than $5,000.00, the Plan may require that the Participant be paid in cash.

If the Plan is terminated, the Trustees will: (a) pay the expenses of the Trust Fund incurred up to the date of termination as well as the expenses in connection with the termination; (b) arrange for a final audit of the Trust Fund; (c) give any notice and prepare and file any reports which may be required by law; and (d) apply the assets of the Trust Fund in accordance with the law and the Plan including amendments adopted as part of the termination until the assets of the Trust Fund are distributed.

No part of the assets or income of the Trust Fund will be used for purposes other than for the exclusive benefit of the Employees and the Beneficiaries or the administrative expenses of the Trust Fund. Under no circumstances will any portion of the Trust Fund revert of inure to the benefit of any contributing Employer, any Employer Association or the Union either directly or indirectly.

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

SECTION 19
TERMINATION INSURANCE

Participants' pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the Plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program currently in effect the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual and (2) 75% of the next $33 times years of service. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a Pensioner with 30 years of service is $12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if the Participant becomes disabled before the plan becomes insolvent; and (3) certain benefits for the Participant's survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of the date the Plan terminates or the time the Plan becomes insolvent; (3) benefits that are not vested because the Participant has not worked long enough; (4) benefits for which the Participant has not met all the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain Death Benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Fund Office or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call the PGBC at 202-326-4000 (not a toll-free number). . TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website at http://www.pbgc.gov.

SECTION 20
IMPORTANT INFORMATION

The following additional information concerning the Plan is being provided to the Participant in accordance with governmental regulations:

A) Plan Name and Type of Plan

The Southern California Pipe Trades Retirement Fund is a multiemployer defined benefit plan.

B) Plan Sponsor and Administrator

The Plan is maintained by a collectively bargained, jointly trusteed labor-management trust fund. The Plan and Fund are administered by a Board of Trustees. The Board of Trustees is both the Plan Sponsor and the legal Plan Administrator under the Employee Retirement Income Security Act.

C) 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);
ii) Air-conditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA); and
iii) Mechanical Service Contractors of San Diego (MSCSD).

D) Source of Financing of the Plan and Identity of any Organization Through Which Benefits are Provided

Benefits are provided from the Trust Fund's assets, which are accumulated under the provisions of the Restated Agreement and Declaration of Trust Continuing the Southern California Pipe Trades Retirement Fund. The assets are held in trust and are used for the purpose of providing benefits to Participants and Beneficiaries in accordance with the provisions of the Plan and for paying the reasonable administrative expenses of the Fund. Custody of the Fund's assets is with Union Bank, N.A.

All contributions to the Fund are made by Employers in accordance with their Collective Bargaining Agreements with District Council #16 or in accordance with the terms of a Participation Agreement. The Collective Bargaining Agreements and Participation Agreements require that contributions be made to the Plan at fixed rates per hour of work. 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. The Fund Office will also provide information about whether a particular Employer is obligated to contribute to the Fund on behalf of Employees working under a Collective Bargaining Agreement or Participation Agreement and the address of any such Employer.

E) Agent for Service of Legal Process

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

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

F) Internal Revenue Service Identification Number

The EIN issued to the Board of Trustees is 51-6108443.

G) Plan Number

The Plan Number is 001.

H) Plan Year

Date of the End of the Plan Year is December 31.

I) Board of Trustees

The Board of Trustees consists of Employer and Union representatives, selected by the Employers and Unions, in accordance with the Restated Agreement and Declaration of Trust.

If the Participant wishes to contact the Board of Trustees the Participant may use the address and telephone number below:

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

J) 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 the Fund Office:

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

SECTION 21
STATEMENT OF RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The Pension Plan was as the result of Collective Bargaining Agreements, and its purpose is to improve the security and well-being of the Employees and their Beneficiaries. The Trustees, the Employers and the Union want you, as a Participant in the Plan, to enjoy its benefits. This booklet describes the Plan and tells you and your Beneficiaries how to get more information.

The description of the claims and appeals procedure tells you how to apply for benefits and how to follow up, if necessary. However, in addition to what the Trustees, the Employers and the Union have done to see that the Plan's benefits are fulfilled, every Participant in the Plan is entitled under the law to receive the following summary of rights and protections.

As a Participant in the Southern California Pipe Trades Retirement 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:

A) 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 Pension and Welfare Benefits 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 information about the Plan's funding status and financial condition. The Trustees are required by law to furnish each Participant with a copy of an Annual Funding Notice within 120 days after the close of each plan year.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65 or, if later, your age on the fifth anniversary of your participation in the Plan); and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension now, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

B) Prudent Actions by Plan Fiduciaries

In addition to creating rights to 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.

C) 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 Trustees. 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, 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 the 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.

D) 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/. A list of EBSA Field Offices is located at www.dol.gov/ebsa/aboutebsa/org_chart.html

SECTION 22
DEFINITIONS

60-Month Certain Payment

If a Pensioner dies within the 60-month period beginning with the effective date of his Pension, then the monthly Pension benefit to which he was entitled shall become payable to the Beneficiary for the remainder of the 60-month period or until the death of the Beneficiary.

Active Participant

An Active Participant is an Employee who meets the requirements for Plan participation, who has not experienced a one-year or more break in Covered Employment and who is not a Pensioner, Beneficiary, or Inactive Vested Participant.

Alternate Payee

A Spouse, former Spouse, child or other dependent of a Participant or any individual who is recognized as having a right to receive some or all of the benefits accrued and otherwise due and payable to the Participant.

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.

Break in Covered Employment
The definition of Break in Covered Employment has changed over time. Currently, if the participant works fewer than 501 hours during a Plan Year, he has incurred a Break in Covered Employment.

Civil Servant
A Participant performing full-time civil service employment for governmental employer (including any federal, state, local, or other quasi-governmental agency) covered under a public employee retirement system as a result of the civil service employment.

Collective Bargaining Agreement
Any and all negotiated labor agreements entered into between, or on behalf of, a Contributing Employer and the United Association of Plumbers, Pipefitters and Steamfitters of the United States and Canada that requires contributions to the Southern California Pipe Trades Retirement Fund.

Corporate Officer
An Employee of a corporation who is permitted to make contributions to this Fund pursuant to rules and regulations promulgated by the Board of Trustees, or has established by a Collective Bargaining Agreement and subject to approval by the parties.

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

Credited Service
Periods of work covered by the Union's Collective Bargaining Agreement and approved periods of absence from Covered Employment as described in the plan regulations; for example, Military Service and/or periods for which Weekly Accident and Sickness benefits were paid.

Defined Benefit Pension Plan
A Defined Benefit Pension Plan requires that the Employer make contributions to pay predetermined benefits to plan participants at retirement.

Effective Date
The date for which benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to a pension, including the filing of an application.

Employee
An Employee is someone who works under a Collective Bargaining Agreement, and for whom contributions are due to the Fund.

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

Fund
The Southern California Pipe Trades Retirement Fund created by the Trust Agreement establishing the Fund.

Fund Office
Southern California Pipe Trades Administrative Corporation
501 Shatto Place, 5th Floor, Los Angeles, CA 90020
(800) 595-7476
(213) 385-6161
www.scptac.org
info@scptac.org

Future Service Credits
The years of service which are accumulated and maintained for Employees in accordance with the regulations of the Plan.

Hour(s) of Service
Each hour for which an Employee is paid or entitled to be paid for their performance of duties for Employer(s).

Husband-and-Wife Pension
In the event of a Participant's death, the Spouse of the Participant will receive 50% of the Participant's benefits for the Spouse's lifetime. Benefit levels are adjusted actuarially based on the difference in age between the Participant and Spouse.

Inactive Vested Participant
An Inactive Vested Participant is a Vested Participant who is not currently working in Covered Employment.

Joint and Survivor Options
These options may be elected for married or unmarried Participants. The Participant receives a smaller amount during his lifetime but his Beneficiary will receive 50%, 75% or 100% of that amount for the Beneficiary's lifetime.

Master Labor Agreement
When the term "Master Labor Agreement" is used in this Plan it shall mean the Collective Bargaining Agreement between District Council 16 and the California Plumbing & Mechanical Contractors Association (CPMCA).

Normal Retirement Age
Normal Retirement Age generally means age 65.

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

Pension Credit(s)
The years of service which are accumulated and maintained for Employees.

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

Spouse

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

Union(s)

Southern California Pipe Trades District Council #16 of the United Associates of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO and its affiliated local unions.

SECTION 23
TRUSTEES

A) Employer Trustees

B) Union Trustees

RAY LEVANGIE, JR.
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SID STOLPER
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