

Summary Plan Description / Plan Rules & Regulations

of the

Southern California Pipe Trades

HEALTH & WELFARE FUND VACATION & HOLIDAY BENEFIT



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SECTION
1. INTRODUCTION

The Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit (“Fund” or “Plan”) was established in 1971 through the negotiating efforts of District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (“United Association”) and Employers in the plumbing and pipefitting industry in Southern California. Union and Employer Trustees manage the Fund.

A) This Summary Plan Description

This Summary Plan Description/Plan Rules and Regulations (“SPD”) summarizes the provisions of the Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit. It applies on and after September 1, 2025. It is very important that you read this SPD carefully to understand how the Plan works. Please keep this SPD for future reference.

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

B) Purpose of the Plan

The Plan was set up to provide paid time off benefits. The Plan is funded by Employers who contribute on behalf of their Employees on a per-hour basis under a Collective Bargaining Agreement or a Participation Agreement.

C) Role of the Board of Trustees

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

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

D) Role of the Fund Office

The Board of Trustees has authorized the Fund Office to respond in writing to written correspondence. As a courtesy, the Fund Office may also respond informally to questions by telephone, email, or in person at the Fund Office. However, such information and answers are not binding upon the Board of Trustees and cannot be relied upon in any dispute. Remember that in all matters communicated to you, verbal or written, the Board of Trustees will have the ultimate authority and discretion to interpret the Plan documents and make an independent determination about your entitlement to benefits.

NOTE

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

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

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

Change of Address Form submission: coa@scptac.org

NOTE

Capitalized terms are defined in Section 15, page 12.

SECTION
2. COVERAGE AND CONTRIBUTIONS

You are eligible to participate in the Health & Welfare Fund Vacation & Holiday Benefit if you work in a job covered by a Collective Bargaining Agreement or Participation Agreement that requires contributions to the Plan, and your Employer makes contributions to the Plan on your behalf as required by the agreement. The agreement determines the amount to be contributed. Employees of District Council No. 16, its affiliated local Unions, and other organizations related to the Union, are also eligible to participate in the Plan, provided there is a Participation Agreement between the employing organization and the Fund. Generally, an Employer’s employees are not covered by this Plan if they are not working under a Collective Bargaining Agreement.

All contributions made to the Plan on your behalf are placed in the trust fund for the benefit of all Plan Participants. The Trustees of the Plan establish and maintain an Individual Account for each Participant. You are qualified to receive a benefit from this Plan if your Employer has paid in contributions on your behalf for work covered by the Plan.

SECTION
3. ENROLLMENT

When your Employer contributes to the Plan for hours worked, the contributions are credited to your Individual Account in the Plan. You will receive a statement from the Fund Office each quarter. You are automatically enrolled in the Plan when contributions are received on your behalf.

At the time you begin working, you should complete a Beneficiary form. This form allows you to name a Beneficiary for the different funds you may participate in, including the Health & Welfare Fund Vacation & Holiday Benefit. You may obtain a Beneficiary Form from any local Union office, the Fund Office, or the Fund Office website at www.scptac.org.

IMPORTANT

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

SECTION
4. PLAN BASICS

The contributions paid by your Employer accumulate in your Individual Account. The Normal Benefit payment schedule of the Plan is a 12-month cycle ending with the work month of October of each year. Contributions for the work month of October are generally received in November. Therefore, the contributions received during the 12 months ending November 30 usually are paid out automatically, 30% in December and 70% in the following April. Any late payments received from December through March, for hours worked through October, will be paid in full the following April.

When you take an Interim Withdrawal, or choose the Monthly Benefit option, the amount of your Normal Benefit payments will be reduced or eliminated.

In addition to the contributions from your Employer, your Individual Account will share in any Surplus Income based upon the balance in your account as of November 30. Participants who choose the Monthly Benefit option do not receive any Surplus Income.

IMPORTANT

You will only receive the amounts that have actually been contributed by your Employer. If your Employer fails to contribute to the Plan for the work that you perform, you will not receive those amounts unless and until the Fund Office has collected and processed the contributions from your Employer.

SECTION 5. QUARTERLY STATEMENT

The Fund Office issues quarterly statements that you should carefully review. Any hours worked, and contributions to or disbursements from your Individual Account, will appear on these statements. The “Quarterly Statement Schedule” set forth below summarizes the statement cycle.

Quarterly Statement Schedule		
Hours Worked During:*	Deposits Processed During:	Date of Quarterly Statement
January 1 through March 31	February 1 through April 30	May 1
April 1 through June 30	May 1 through July 31	August 1
July 1 through September 30	August 1 through October 31	November 1
October 1 through December 31 [†]	November 1 through January 31	February 1
* Delinquent reporting by the Employer will affect the work months that appear on the statement.		

SECTION 6. BENEFIT PAYMENTS

There are two automatic Normal Benefit payments every year called the December Payment and the April Payment. There is also an early payment option, called an Interim Withdrawal, and a Monthly Benefit. Benefit payments are disbursed as shown in the “Summary of Benefit Payment Options” chart and explained in more detail below. All benefits will be paid by check unless the appropriate direct deposit form is accurately and timely filed.

Only contributions received timely by the Fund from the Employer can be paid to you. The amount of your benefit also cannot exceed the Available Balance in your Individual Account. Contributions received by the Fund Office will be included in your Available Balance after the later of (1) the date the Fund Office has processed the contributions or (2) seven calendar days from the date the funds are deposited.

You can obtain any forms referred to in this section from the Fund Office, any local Union office, or online at www.scptac.org.

Summary of Benefit Payment Options				
Benefit Payment	Date of Payment	Amount of Payment	Forms Required	Fees Charged*
December Payment	Dec 1 – Dec 10	30% of the balance of contributions received through November	Automatic – no form required	No fee charged
April Payment	April 1 – April 10	The remaining balance of contributions received through the previous November	Automatic – no form required	No fee charged
Interim Withdrawal	Only one Interim Withdrawal will be permitted each Calendar Year	100% of the Available Balance in your Individual Account	Request for Interim Withdrawal Form	No fee charged
Monthly Benefit Option	During the first seven business days of the month	100% of the Available Balance in your Individual Account, less administrative fees	Monthly Benefit Election Form	No fee charged
* Fees effective at the time of publication. The Trustees may change the fee at any time.				

A) Normal Benefit Option

The Normal Benefit is the default option under the Plan.

i) December Payment

During December 1 through December 10 of each year, the December Payment will be issued to you equal to:

- 30% of the Available Balance in your Individual Account as of November 30 (generally for hours worked through the month of October); plus
- 30% of any Surplus Income posted to your Individual Account; and minus
- Any individual fees or amounts paid as an Interim Withdrawal or as a Monthly Benefit.

ii) April Payment

During April 1 through April 10 of each year, the April Payment will be issued to you equal to:

- 70% of your Available Balance as of the prior November 30; plus
- 70% of any Surplus Income posted to your Individual Account; and minus
- Any individual fees or amounts paid as an Interim Withdrawal or as a Monthly Benefit.

iii) Forms of Payment

You may choose to receive the Normal Benefit (December and April) payments via check or direct deposit (ACH transfer) to your bank account.

- Via Check: The default option is to send a check to your address on file with the Fund Office.
- Via Direct Deposit: If you want your benefit to be paid by direct deposit to your bank account, you must submit a Normal Benefit Election Authorization Agreement for Direct Deposit, which includes a voided check (or deposit slip in the case of a savings account) which must be received by the Fund Office by the 20th day of the month before the month in which the benefit is paid. If the form is not received timely, a check will be issued to the address on file with the Fund Office. You need only submit the Normal Benefit Election Authorization Agreement for a Direct Deposit once. It will remain in effect for all subsequent payments until you cancel it in writing.

B) Interim Withdrawal Option

You may receive the Available Balance in your Individual Account early by requesting an Interim Withdrawal. An Interim Withdrawal will disburse 100% of your Available Balance. Only one Interim Withdrawal will be permitted each Calendar Year. That one withdrawal will be free of charge. No other Interim Withdrawals will be permitted.

i) Application

To request an Interim Withdrawal, you must complete the Request for Vacation & Holiday Interim Withdrawal Form and submit it to the Fund Office. If the form is in proper order, the disbursement generally will be issued by the Fund Office within 14 calendar days of receipt of the request, except during the prohibited periods as described below.

Note that:

- Interim Withdrawals are not permitted from approximately November 20 through December 10 and from March 20 through April 10 of each year due to the preparations necessary for processing the Normal Benefit.
- An Interim Withdrawal or Monthly Benefit may affect the amount of the Surplus Income allocated to your Individual Account. Any Surplus Income allocated to your account will be based on the balance in your Individual Account as of November 30. If the balance in your Individual Account as of November 30 is zero or reduced due to an Interim Withdrawal or a Monthly Benefit, you will receive no Surplus Income or a reduced amount of Surplus Income.

ii) Forms of Payment

You may choose to receive your Interim Withdrawal via check or direct deposit (ACH transfer) to your bank account.

- Via Check: The default option is to send a check to your address on file with the Fund Office. However, if you have provided direct deposit information for your Normal Benefit, your Interim Withdrawal will also be sent via direct deposit.
- Via Direct Deposit: If you have not previously provided direct deposit information for your Normal Benefit and you want your Interim Withdrawal to be paid by direct deposit to your bank account, you must submit with your application a Normal Benefit Election Authorization Agreement for Direct Deposit, which includes a voided check (or deposit slip in the case of a savings account). If the form is not received with your application, a check will be issued to the address on file with the Fund Office. You need only submit the Normal Benefit Election Authorization Agreement for a Direct Deposit once. It will remain in effect for all subsequent payments until you cancel it in writing.

IMPORTANT

From November 20 through December 10 and March 20 through April 10, Interim Withdrawals may be unavailable due to the preparations necessary for processing the Normal Benefit.

C) Monthly Benefit Option

You may receive the Available Balance in your Individual Account early by requesting the Monthly Benefit option. The Monthly Benefit option will disburse 100% of your Available Balance via direct deposit (ACH transfer) to your bank account. To request Monthly Benefit payments, you must complete the Monthly Benefit Election Form.

i) Application

To request the Monthly Benefit option, you must complete the Monthly Benefit Election Form and submit it to the Fund Office. The form and a voided check (or deposit slip in the case of a savings account) must be received by the Fund Office by the 20th day of the month for monthly direct deposit to begin the following month.

Note that:

- a) An Interim Withdrawal or Monthly Benefit may affect the amount of the Surplus Income allocated to your Individual Account. Any Surplus Income allocated to your account will be based on the balance in your Individual Account as of November 30. If the balance in your Individual Account as of November 30 is zero or reduced due to an Interim Withdrawal or a Monthly Benefit, you will receive no Surplus Income or a reduced amount of Surplus Income.
- b) Once you are enrolled in the Monthly Benefit option, you will have no Interim Withdrawal option for the remainder of that Calendar Year.
- c) You may switch between the Normal Benefit option and the Monthly Benefit option at any time by completing the required forms, subject to the deadlines established elsewhere in this section.

ii) Form of Payment

This benefit will only be paid via direct deposit (ACH transfer) to your bank account. The Fund Office will initiate a direct deposit to the account on or about the fifth business day of each month. The amount deposited will be the Available Balance of your Individual Account, less the administrative fee, if any.

NOTE	Direct Deposits
	A direct deposit can only be made to a bank account of which you are the owner or a co-owner. No benefit payment will be made to any party other than you. Your bank account must be open and capable of receiving deposits at the time of the direct deposit. If not, the money will be returned to the Fund and held until: 1. You submit revised direct deposit information (in which case your benefit will be resent via direct deposit on the next available transfer date); 2. You rescind your direct deposit instructions (in which case a check will be issued within 14 calendar days); or 3. The next Normal Benefit (April or December) payment (in which case a check will be issued to your address on file with the Fund Office).

EXAMPLE**Vacation & Holiday Payment Cycle**

Work Month	Deposit Date	Contribution Amount	Benefit Distributions	Balance in Individual Account
Nov 2024	12/10/2024	\$500.00		\$500.00
Dec 2024	01/10/2025	\$500.00		\$1,000.00
Jan 2025	02/10/2025	\$500.00		\$1,500.00
Feb 2025	03/10/2025	\$500.00		\$2,000.00
Mar 2025	04/10/2025	\$500.00		\$2,500.00
Apr 2025	05/10/2025	\$500.00		\$3,000.00
May 2025	06/10/2025	\$500.00		\$3,500.00
Jun 2025	07/10/2025	\$500.00		\$4,000.00
Jul 2025	08/10/2025	\$500.00		\$4,500.00
Aug 2025	09/10/2025	\$500.00		\$5,000.00
Sep 2025	10/10/2025	\$500.00		\$5,500.00
Oct 2025	11/10/2025	\$500.00		\$6,000.00
Surplus Income	12/01/2025	\$30.00		\$6,030.00
December Payment	12/05/2025		- \$1,809.00	\$4,221.00
Nov 2025	12/10/2025	\$500.00		\$4,721.00
Dec 2025	01/10/2026	\$500.00		\$5,221.00
Jan 2026	02/10/2026	\$500.00		\$5,721.00
Feb 2026	03/10/2026	\$500.00		\$6,221.00
April Payment	04/05/2026		-\$4,221.00	\$2,000.00

Notes on this example:

- This example assumes that no Interim Withdrawals are taken and no Monthly Benefit payments are made.
- The accumulation period is for hours worked from November 2024 through October 2025. The total contributions during this period are \$6,000.00.
- Surplus Income of \$30 was posted to the Individual Account based on the balance as of 11/30/2025.
- The December Payment is 30% of the contributions paid plus 30% of the Surplus Income: \$6,030.00 x 30% = \$1,809.00.
- The April Payment is the remaining 70% of the Individual Account at the time of the December Payment: \$4,221.00.
- The balance of \$2,000.00 left after the April Payment goes towards the accumulation for the next year's cycle and will be included in the payments issued in December 2026 and April 2027.

SECTION 7. TAXATION OF BENEFITS

Contributions to the Plan are included in your taxable income reported by your Employer and are reported on Form W-2. Your pro-rata share of any Surplus Income is considered taxable income to you. The Fund Office will issue a Form 1099-MISC if your surplus income paid during any Plan Year totals \$600 or more. For questions on taxes that may be due on this income, you should consult a tax professional.

SECTION 8. DEATH BENEFITS & BENEFICIARIES

When you complete your Beneficiary Form, you will designate one or more Beneficiaries to receive your benefits in the event of your death. If you die, the Available Balance in your Individual Account will be paid to your Beneficiary(ies). You may change your Beneficiary(ies) at any time by completing a new form.

If you do not designate a Beneficiary and submit the Beneficiary Form to the Fund Office before your death or if your Beneficiary dies before you do and no new Beneficiary Form is timely submitted to the Fund Office, the benefit will be paid to the following in order of priority:

A) First, to your Spouse, if any;

- B) Second, to your child(ren), if you have no surviving Spouse;
- C) Third, to your parent(s), if you have no surviving Spouse or child(ren);
- D) Fourth, to your sibling(s) (brothers and sisters), if you have no surviving Spouse, child(ren), or parent(s); or
- E) Fifth, to your estate, if you have no surviving Spouse, child(ren), parent(s), or sibling(s).

If you designate your Spouse as your Beneficiary and subsequently get divorced, your former Spouse is automatically revoked as the Beneficiary upon the date of divorce. Therefore, it is important that you complete a new Beneficiary Form following a divorce, particularly if you want your former Spouse to remain your Beneficiary.

IMPORTANT

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

SECTION

9. PLAN EXPENSES AND INVESTMENT INCOME

The income from Plan investments, if any, less a small amount held in reserve, is called the Surplus Income, which is paid to you if you accept the Normal Benefit option. The Trustees reserve the right to offset this Surplus Income by some or all of the expenses incurred in administering this benefit.

The amount of Surplus Income is calculated based on the Plan's operations for the 12 months ending November 30.

If you accept the Normal Benefit option, Surplus Income, if any, is credited to your Individual Account just before the December Payment. It is distributed pro-rata based on the account balances as of November 30. An Interim Withdrawal or Monthly Benefit payment before November 30 will affect the amount of Surplus Income received.

NOTE

The Plan's Surplus Income, if any, is allocated to all the Individual Accounts on a pro-rata basis. So the larger your balance as of November 30th, the larger your share of the Surplus Income will be.

SECTION

10. FORFEITURE OF UNCLAIMED BENEFITS

Any contributions or Surplus Income that have been credited to an Individual Account and not withdrawn or claimed by the Employee or Beneficiary within two years following the end of the Plan Year the account was credited will be forfeited to the Fund. No Employer or Union, nor any Employee or Beneficiary, nor any person, firm, or association other than the Fund, has any right, title, or interest in such monies.

SECTION

11. DEDUCTIONS FROM BENEFITS

Your benefits may be subject to a lien or levy if a legal court order is received by the Fund. Any amounts deducted for a lien or levy will appear on your quarterly statement.

The Trustees may permit you to authorize, in writing, deductions from distributions made to you from the Plan to an Employer or the Union for funding established programs generally funded by employee or member contributions. Any such Participant authorizations are entirely voluntary and may be revoked at any time. Any such authorized deductions will only be made at the time a distribution is made from the Plan. Only those deductions approved by the Trustees at the request of an Employer or the Union are permissible. The Fund Office will provide information to you on permissible deductions upon request.

SECTION

12. APPLICATION AND APPEALS PROCEDURE

This Plan includes a claim and appeal procedure that you must follow. Read it carefully before filing a claim or a lawsuit involving the Plan, the Board of Trustees, or the Fund. The purpose of the appeals procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without costly litigation.

A) Processing a Claim for Benefits

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

Except for benefits from the Fund that are paid automatically, to make a claim for benefits, you must obtain an application form from the Fund Office. The form must be completed, signed, and submitted to the Fund Office. A claim will be treated as submitted on the date it is received by the Fund Office. If your application is incomplete, you will be notified as soon as possible with a written request for additional information.

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

If a decision on your claim for benefits cannot be made within 90 days of its receipt, a letter will be sent to you before the expiration of the 90 days explaining the special circumstances requiring another 90 days to take action. If final action cannot be taken at the end of the second 90-day period, you will be sent a written explanation in advance of the expiration of the second 90-day period. Where appropriate, you will be awarded any partial benefits that can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, the Fund Office will conditionally deny your claim. The Fund Office will continue to seek the necessary information to make a final determination.

B) Notice of Decision on Your Claim

If your claim for benefits is denied, in whole or in part, the Fund Office will provide you with a written notice that 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 your claim, (4) explains why that information is necessary, and (5) describes the Fund’s review procedures and applicable time limits, including a right to bring a lawsuit under Section 502(a) of ERISA.

C) Appealing a Benefit Denial

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

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

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

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

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

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

D) Notice of Decision on Appeal

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

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

E) The Decision on Appeal is Final and Binding

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

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

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

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

F) Right to Be Represented

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

G) Any Adverse Decision May be Appealed

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

SECTION

13. IMPORTANT NOTICES

A) No Assignment of Benefits

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

B) Erroneous Payments

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

C) **Misrepresentation or Fraud**

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

SECTION
14. INFORMATION REQUIRED BY ERISA

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

A) **Name and Type of Plan**

The name of the Plan is the Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit. It is a multiemployer welfare benefit plan.

B) **Identification Numbers**

The Fund’s Internal Revenue Service tax identification number is 95-1867598. The Plan number is 502.

C) **Plan Year**

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

D) **Plan Sponsor, Named Fiduciary, and Administrator**

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

E) **Board of Trustees**

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

Board of Trustees Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit 501 Shatto Place, Suite 500 Los Angeles, CA 90020	(800) 595-7473 (213) 385-6161 www.scptac.org info@scptac.org
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F) **Fund Office**

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

Southern California Pipe Trades Administrative Corporation Attention: CEO/Administrator 501 Shatto Place, Suite 500 Los Angeles, CA 90020	(800) 595-7473 (213) 385-6161 www.scptac.org info@scptac.org
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G) **Agent for Service of Legal Process**

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

Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit Attention: CEO/Administrator 501 Shatto Place, Suite 500 Los Angeles, CA 90020
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Service of legal process may also be made upon a plan trustee or the plan administrator.

H) Source of Contributions

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

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

The Fund's assets are held in trust by the Board of Trustees. Custody of the Fund's assets is with U.S. Bank, N.A. Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Trust Agreement. The assets are used exclusively for providing benefits to participants and beneficiaries per the provisions of the Plan and for paying the reasonable administrative expenses of the Fund.

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

I) Collective Bargaining Agreement

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

- i) California Plumbing & Mechanical Contractors Association (CPMCA);
- ii) Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA); and
- iii) Mechanical Service Contractors of San Diego (MSCSD).

J) Plan Termination

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

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

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

K) Actions of Trustees

The Trustees have full discretion and authority over the standard of proof for any inquiry, claim, or appeal, and over the application and interpretation of the Plan and trust. No legal proceeding may be filed in any court or before an administrative agency against the Plan or its Trustees unless all review procedures with the Trustees have been exhausted. No legal action may be commenced against the trust, the Plan, or the Trustees more than two years after a claim has been denied on appeal.

L) Right to Amend

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

M) ERISA Rights

As a participant in the Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

i) Receive Information about Your Plan and Benefits

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

ii) Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the plan, must do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

iii) Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

iv) Assistance with Your Questions

If you have any questions about your Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

IMPORTANT

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

SECTION 15. DEFINITIONS

Appeals Committee

A subset of the Board of Trustees empowered to review any claims as described in Section 12.

April Payment

The Normal Benefit payable in April. See Section 6(A)(ii), page 4.

Available Balance

The portion of your Individual Account that has been on deposit with the Plan for at least seven days.

Beneficiary

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

Board of Trustees

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

Calendar Year

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

Collective Bargaining Agreement

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

December Payment

The Normal Benefit payable in December. See Section 6(A)(i), page 4.

Employee

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

Employer

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

ERISA

Employee Retirement Income Security Act of 1974, as amended. See Section 14(M), page 11, for an explanation of your ERISA rights.

Fund

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

Fund Office

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

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

Individual Account

The account established in the Plan for each Participant. The balance of your Individual Account equals all contributions made by your Employer plus any Surplus Income allocated to you.

Interim Withdrawal

A voluntary withdrawal of 100% of your Individual Account balance permitted once during each Calendar Year. See Section 6(B), page 4.

Monthly Benefit

A voluntary option to withdraw 100% of your Individual Account balance each month. See Section 6(C), page 5.

Normal Benefit

The automatic benefit paid by the Plan. Contributions received during the twelve months ending November 30th are paid 30% in December and 70% in the following April. See Section 6(A), page 4.

Participant

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

Participation Agreement

An agreement approved by the Board of Trustees permitting a Contributing Employer or a related organization, whose participation in the Fund has been approved by the Board of Trustees, to pay contributions to the Plan for Employees who are not covered by a Collective Bargaining Agreement.

Plan

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

Plan Year

January 1st through December 31st of each year.

SPD

Summary Plan Description. This document. A summary of the provisions of, and benefits available under, the Southern California Pipe Trades Health & Welfare Fund Vacation & Holiday Benefit.

Spouse

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

Surplus Income

Investment earnings, less a small amount held in reserve.

Trust Agreement

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

Trustees

Employer and Union representatives designated under the Trust Agreement as the individuals responsible for overseeing and administering the Fund.

Union(s)

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

SECTION

16. TRUSTEES

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

A) Employer Trustees

RYAN CAVANAUGH

Murray Company
5995 Plaza Drive
Cypress, CA 90630

ROBERT FELIX

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

JASON GORDON

Prime SC Mechanical, Inc.
7392 Earl Circle
Huntington Beach, CA 92647

JEFF HACHEY

H.L. Moe Company, Inc.
526 Commercial Street
Glendale, CA 91203

ADAM KAPLAN

Sierra Commercial Plumbing, Inc.
4645 Industrial Street, Unit C
Simi Valley, CA 93063

CHIP MARTIN

CPMCA
1735 Flight Way, Suite 204
Tustin, CA 92782

JOHN MODJESKI

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

JEFF STEVANUS

Southland Industries
12131 Western Avenue
Garden Grove, CA 92841

BRYAN SUTTLES

Suttles Plumbing
2267 Agate Court
Simi Valley, CA 93065

STEVE VALOT

Pan-Pacific Mechanical
18250 Euclid Street
Fountain Valley, CA 92708

LAWRENCE VERNE

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

PIP ZAIDE

Allegiant Mechanical, Inc.
7776 Westminster Blvd.
Westminster, CA 92683

B) Union Trustees

DAVID BALDWIN

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

STEVEN BERINGER

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

SHANE BOSTON

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

BEN CLAYTON

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

RODNEY COBOS

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

JEREMY DIAZ

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

STEVEN GOMEZ

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

ROBERT JAMES

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

GREG LEWIS

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

RICARDO PEREZ

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

JOE RAYMOND

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

BILL STEINER

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

SASHA STEVENS

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