

THE METAL TRADES BRANCH LOCAL 638 PENSION PLAN *Summary Plan Description*



Enterprise Association Local Union 638 United Association, AFL-CIO

June 2012

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METAL TRADES BRANCH LOCAL 638
PENSION FUND**

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THE METAL TRADES BRANCH LOCAL 638 PENSION FUND

SUMMARY PLAN DESCRIPTION

The Board of Trustees of The Metal Trades Branch Local 638 is pleased to provide this updated summary of the provisions and benefits of the Metal Trades Branch Pension Plan (the "Plan"). This booklet, also known as a Summary Plan Description (SPD), is a shorter version of the Plan's official governing document, known as a Plan Document. You may also find the SPD on-line at www.steamfitters.com.

This booklet replaces and supersedes all previously issued booklets and summarizes the benefits in effect as of June 1, 2012. However, the provisions of the Plan document govern the payment of all benefits and the full Plan document should be consulted before taking any action. In the event of any conflict between the Plan and this Summary Plan Description, the terms of the Plan document will control. A copy of the Plan document is available for your inspection and copying at the Fund Office upon request. We have tried to explain the Plan in everyday language, but you may come across some words or phrases that have specific meaning within the context of the Plan. To help you understand them, a definition section has been included within this booklet.

INTRODUCTION

The Metal Trades Branch Local 638 Pension Fund has been designed to contribute to your financial security when your working career is completed. This booklet gives you an overview of the Plan. It is written in everyday language and is designed to help you make decisions about retirement. Please keep it in a safe place and, if you're married, share it with your Spouse. The Plan is an important supplement to your Social Security and other sources of retirement income, and the Trustees are proud to play a role in providing this valuable benefit. The Plan offers a range of payment options to give you and your spouse flexibility in choosing the pension option that best suits your needs.

It is important to keep the Fund Office informed of any changes to your personal information (i.e. home address, home phone number, alternative phone number(s), marital status and beneficiary information). If you have any questions that are not answered in this booklet, please contact the Pension Department at the Fund Office for more information.

The Trustees of The Metal Trades Branch Local 638 Pension Fund

UNION TRUSTEES

Patrick Dolan, Jr. (Co-Chairman)
John Cahill
Daniel Mulligan
Richard B. Roberts

EMPLOYER TRUSTEES

Jerome Morreale (Co-Chairman)
Marc Newman
Anthony Saporito
Donald J. Steffen

THE METAL TRADES BRANCH LOCAL 638 PENSION FUND

BASIC INFORMATION

Plan Name:

The full, official name of the Plan is “The Metal Trades Branch Local 638 Pension Fund”, but the Plan is also known as the “Pension Plan” or “Pension Fund”. In this booklet, the Pension Plan will be called the “Plan”.

Name, Address, Telephone Number, Web Address and E-mail Address of the Board of Trustees which administers the Plan:

Board of Trustees
The Metal Trades Branch Local 638 Pension Fund
5 Penn Plaza 21st Floor
New York, NY 10001-1887
(212) 465-8888
E-mail: Fundoffice@steamny.com
Website: www.steamfitters.com

The Trustees as of January 1, 2012 are: John Cahill, Patrick Dolan, Jr., Jerome Morreale, Daniel Mulligan, Marc Newman, Richard B. Roberts, Anthony Saporito and Donald J. Steffen.

The Board of Trustees has appointed Kevin J. Driscoll to manage day-to-day Plan operations. He is referred to as the “Plan Administrator”.

Employer Identification Number of the Board of Trustees:

13-2541630

Plan Number:

001

Type of Plan:

Defined Benefit Plan

Plan Year Ends:

June 30

Type of Administration:

Trustee Administration

Name and Address of Trustees:

Employee Trustees

Patrick Dolan, Jr. (Co-Chairman)	Enterprise Association Metal Trades Branch
John Cahill	Local Union 638
Daniel Mulligan	32-32 48th Avenue
Richard B. Roberts	Long Island City, NY 11101-2416

Employer Trustees

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Marc Newman Mechanical Contractors Association of New York, Inc.
Anthony Saporito 44 West 28th Street
Donald J. Steffen New York, NY 10001-4212

Agent for Service of Legal Process:

Kevin J. Driscoll, Administrator
The Metal Trades Branch Local 638 Pension Fund
5 Penn Plaza 21st Floor
New York, NY 10001-1887
(212) 465-8888
E-mail Address: Fundoffice@steamny.com

Service of legal process may also be made on any of the Trustees at the addresses listed above.

Collective Bargaining Agreements:

Parties to the collective bargaining agreement relating to the Plan are the Union, known as the Enterprise Association Metal Trades Branch Local Union 638 and the Mechanical Service Contractors Association of New York, Inc., representing its affiliated employers and other independent employers who are not members of the association, but have collective bargaining agreements with the Union and perform work under the jurisdiction of the Union.

A complete list of contributing Employers may be obtained by writing to the Fund Administrator and may be examined at the Fund Office and Union Office. The Fund can also advise if a particular employer contributes to the Plan.

The hourly contribution rates vary depending on the Collective Bargaining Agreement in effect. Check with the Union or your employer to find out the hourly rate of contribution to the Pension Fund.

Plan Text:

This booklet summarizes the provisions of the Metal Trades Branch Local 638 Pension Fund. ***In the event of any actual or perceived conflict between the Plan documents and this booklet, the documents of the Plan will prevail.***

Contributions to the Plan:

The total costs and expenses associated with the Plan are paid from the Metal Trades Branch Local 638 Pension Fund ("the Fund"). Contributions to the Pension Fund are made in accordance with collective bargaining agreements between the Union and the contributing Employers or other agreements with the Union and are generally based on an actuarial calculation of the amount of Plan assets that will be needed to fund Plan benefits.

Funding Medium:

Plan assets are held in the Fund and invested by a corporate trustee and investment managers who are selected by the Trustees. References in this booklet to the “Plan” include the Fund. The Bank of New York Mellon Corporation is the Plan’s current custodian.

The Plan’s current investment managers are: Alliance Bernstein LP , Ancora Advisors, LLC, Boston Partners Asset Management, LLC (Robeco); GE Asset Management, Inc.; ICC Capital Management, Inc.; INTECH Investment Management LLC; Janus Capital Management, LLC; J.P. Morgan Investment Management, Inc.; Loomis, Sayles Trust Company, LLC; Pacific Investment Management Company, LLC (PIMCO) and Trevor, Stewart, Burton & Jacobsen Inc..

At present, the Plan pays monthly benefits to all pensioners directly out of the Fund.

PLAN MEMBERSHIP AND YEARS OF SERVICE

When do I become a participant in the Plan?

You become a participant in the Plan either on the date you complete 1,000 hours of service with a contributing employer within 12 consecutive months after you have completed your first hour of service or, at the beginning of a fiscal year, (July 1 through June 30) when you first complete 1,000 hours of service.

Participation will continue unless your service credits are canceled by any of the following events, whichever first occurs:

- You incur a One-Year Break in Service before you become vested in the Plan.
- You should die prior to retirement and before you become vested in the Plan.

What is an hour of service?

An hour of service is each hour you work in covered employment for which an Employer has agreed to contribute to the Plan under a collective bargaining agreement with the Union.

How do I earn a year of service?

There are two types of service under the Plan. Years of Service Credit (“Past Service” or “Future Service”) are used to determine eligibility for a Normal, Early or Disability Pension, and the amount of your pension benefit. Years of Vesting Service are used to determine whether you are “Vested”, that is whether you have earned a non-forfeitable right to a pension benefit. Both Service Credit and Vesting Service are measured based on a Plan Year, which is the period from July 1 through June 30.

Service Credit

If you work 1,000 hours or more in covered employment within a Plan year, you will receive one year of service credit. If you work at least 900 but less than 1,000 hours, you will receive $\frac{1}{2}$ year of service credit. Or, if you work at least 450 but less than 900 hours, you will receive $\frac{1}{4}$ year of service credit. You receive no service credit if you work less than 450 hours in a Plan year.

Vesting Service

You earn a year of Vesting Service for each Plan Year during the contribution period in which you worked at least 1,000 hours in covered employment. You will also earn Vesting Service for hours worked for the same employer that is continuous with (either immediately before or after) your work in covered employment.

BREAK IN SERVICE

What is a break in Service?

Any fiscal year during which you did not work at least 450 hours in covered employment is considered a one-year break in service.

Effective January 1, 1987, in order to avoid a break in service, if you are absent due to a “parenthood event” your absence will count as Hours of Service (up to a maximum of 450 Hours), provided you prove to the satisfaction of the Trustees the reason and duration of your absence.” A “parenthood event” must be one of the following events: the Employee’s adoption of a child, the birth of the Employee’s child, the need to care for the Employee’s child immediately after birth or adoption or the Employee’s pregnancy. Hours credited for this purpose do not count towards accrual or vesting service or pension credit. Hours lost due to a leave of absence under the Family Medical Leave Act will not count as a Break in Service for purposes of determining eligibility and vesting.

What happens if I have a Break in Service?

If you incur a One-Year Break in Service, the Service Credit and Vesting Service you earned prior to the break will be cancelled. However, if you return to employment before you incur a “Permanent Break in Service” and earn at least a year of Vesting Service, the Service Credit and Vesting Service you earned prior to the one-year break in service will be restored.

If you incur a Permanent Break in Service, your Service Credit and Vesting Service are permanently cancelled, and will not be restored, even if you later return to covered employment.

It is important to note that once you become Vested, you cannot lose the Service Credit and Vesting Service you earned, regardless of any breaks in service.

Effective January 1, 1987 you will have a Permanent Break in Service if you have consecutive one-year Breaks in Service that equal or exceed 5, or your total Years of Vesting Service.

If you have earned at least 6 years but less than 10 years of service, you will have a permanent break in service if the number of consecutive One Year Breaks in Service equal or exceed your previously credited Years of Service. (This is known as the “Rule of Parity”).

If you incur a break in service by working less than 450 hours in covered employment in each of two or more consecutive plan years, your benefit will be computed at the rate in effect at the time you last earned credited service.

If you are not credited with at least 450 hours of service in two successive fiscal Plan years prior to your death, you are not considered an active participant in the Plan, and therefore, your beneficiary will not be entitled to the Lump Sum Pre-Retirement Death Benefit provided for in the Plan.

Is my Break in Service Temporary?

If before you incur five (5) consecutive one year Breaks in Service, you return to work in the Industry and earn at least 450 hours of credited service within a fiscal year, a permanent Break in Service may be prevented.

For example:

1996 - 2000	You earned 4 Years of Service.
2001 - 2004	You incurred 3 consecutive One-Year Breaks in Service.
2005	You earn a ¼ year of service credit.

At the end of 2005 you have 4¼ Years of Service. You are not affected by any One-Year Break in Service.

For example:

1997 - 2000	You earned 4 Years of Service.
2001 - 2006	You have 6 consecutive One-Year Breaks in Service.
2007	You earn a Year of Service.

At the end of 2007 you have 1 Year of Service. Your prior Years of Service would have been permanently forfeited because you had 5 or more consecutive One-Year Breaks in Service.

What happens if I am called into military service?

Your active military service may count for purposes of earning Service Credit, Years of Vesting Service and avoiding a Break in Service.

Prior to 1994, certain periods of active U.S. Military Service may also count towards your Years of Service if you are engaged in Covered Employment immediately before such military service and return to Covered Employment within a year after discharge.

For Participants who return to Covered Employment from Military Service on or after December 12, 1994, The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects individuals with the same employment and benefit rights that would have accrued if their leave of absence in the uniformed services had not occurred. You are eligible for protection under USERRA if you are engaged in Covered Employment for one hour within the 30 days immediately prior to such military service and return to Covered Employment within the prescribed timeframe below:

<u>Length of Military Service</u>	<u>Reemployment Deadline</u>
Less than 31 days	1 day after discharge (allowing 8 hours for travel)
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

You must provide oral or written advance notice (not required if prevented by military necessity circumstances) to the Fund Office. Your employer must notify the Plan Administrator within 30 days of the date it reemploys a veteran. Service must be terminated honorably and you must provide proof of discharge including Form DD-214.

You will be credited upon return with one twelfth of the total annual hours worked in the twelve months immediately prior to entry into active service, for the months served in the military. Military service is defined as the Armed Forces or reserves, Army or National Guard, Commissioned Corps of the public health service, or any other category designated by the President in time of war or national emergency.

If you die while in Qualified Military Service, the period your Qualified Military Service will be treated as Vesting Service and you will be considered an active participant for purposes of the Plan's Pre-Retirement Lump Sum Death Benefit.

ENTITLEMENT OF BENEFITS

When Do I Become Vested?

Effective July 1, 1998, you will be vested in the Pension Plan if you have 5 Years of Vesting Service, with at least one hour of service worked on or after July 1, 1998, which have not been canceled because of a break in service. Once you become vested, you are entitled to receive a benefit from the Plan at age 65.

Prior to July 1, 1998, you become vested in the Plan after completing 10 Years of Vesting Service which were not canceled due to a permanent break in service.

You will also become Vested if you reach "Normal Retirement Age" while you are an active participant. "Normal Retirement Age" is the later of age 65 or the fifth anniversary of the date you became a participant in the Plan."

ELIGIBILITY FOR A NORMAL PENSION:

If you are age 65 or older, and have at least 5 years of Future Service Credits or have reached the 5th anniversary of your participation in the Plan and you have not incurred a Break in Service, you will meet the eligibility requirements for a Normal Pension. You will also become Vested if you reach "Normal Retirement Age" while you are an active participant. "Normal Retirement Age" is the later of age 65 or the fifth anniversary of the date you became a participant in the Plan.

ELIGIBILITY FOR AN EARLY PENSION:

If you are age 60 but not 65 and have at least 15 years of service credits, at least 5 of which are Future Service Credit, you will meet the eligibility requirements for an Early Pension. Should you retire between ages 60 and 62, your accrued monthly benefit will be reduced by ½% for each month you are less than age 62. Your benefit will not be reduced if you are age 62 or older. The maximum reduction for an Early Pension is 12%.

What happens if I become disabled?

Effective July 1, 1999, you will meet the eligibility requirements for a Disability Pension if you have at least 10 years of service credits and have been awarded Social Security Disability benefits. Your pension will be calculated as though you are age 65. The effective date of your pension will be the date of your entitlement to disability benefits from

the Social Security Administration. **Your pension benefit will be paid retroactively to the date of your entitlement *provided that you apply for this benefit from the Metal Trades Branch Pension Plan within 90 days from the date of the SSA (Social Security Administration) Award.***

You are entitled to a Disability Pension only while you continue to receive Social Security disability benefits, so you must notify the Fund Office if such benefit is discontinued. The Trustees require reasonable proof of your continued disability, such as a copy of the most recent Social Security Disability check or, if the SSA benefit is electronically transferred to a bank, a copy of the wire-advice or bank statement. To verify continued receipt of SSA disability benefits, the Fund Office conducts a disability audit on an annual basis.

DEFERRED PENSION BENEFIT

If you become vested before you reach age 65, and you do not work at least 450 hours in any two successive fiscal years, you will no longer be considered an active participant in the Plan. You will be considered as a participant on Deferred Pension Status, which means that you can apply for a Normal Pension when you reach age 65 or an Early Pension if you have 15 or more years of service credit and are at least age 60. **It is important to know that while you are on Deferred Pension Status, you will not be eligible for the Pre-Retirement Lump Sum Death Benefit provided in the Plan.**

RECIPROCAL PENSION CONTRIBUTIONS

The Board of Trustees has entered into reciprocal agreements with a number of Pension funds in the Plumbing, Pipefitting, Heating and Air Conditioning Industry which provide for the transfer of contributions for employees employed by a Contributing Employer who makes contributions on behalf of such employees to such other Pension funds. The details and terms of these Reciprocal Agreements are on file in the Fund Office.

APPLYING FOR YOUR PENSION BENEFIT

A completed application for pension benefits should be submitted to the Fund Office at least 30 days, but no more than 180 days, before the date you wish your benefits to begin. You must submit satisfactory proof of the dates of birth for yourself and your spouse, and proof of marriage, along with your application. You should be aware that payment for a benefit from this Plan is not automatic. It is your obligation to contact the Fund Office and apply for your benefit. Your pension benefits will commence only after all necessary forms have been completed and returned to the Fund Administrator. We urge you to come into the Fund Office for an estimate of your benefits as early as possible before your retirement date.

The Fund Office will provide you with information on the forms of payment available to you and the amount of your monthly benefit under each form. This information must be provided at least 30 days before your Annuity Starting Date. The Plan permits a participant to waive the 30-day election period before the Annuity Starting Date. In order to waive the 30-day election period prior to the Annuity Starting Date, the following conditions must be met: *(continued on the next page)*

- The distributions cannot begin until at least 7 days after the participant receives the 30-day waiver.
- The participant must acknowledge that he was informed that he has 30 days to waive a joint and survivor annuity under normal circumstances.
- The participant has the right to revoke the waiver at any time prior to the annuity starting date.
- A waiver cannot be used within 7 days prior to the first of any given month.

Your spouse must consent to the waiver of the 30-day election period.

PAYMENT OPTIONS

Straight Life Benefit - The Straight Life benefit represents the highest monthly amount payable to you for your lifetime.

The straight life benefit has a 60 month guarantee of benefits. If you should die before 60 payments have been made, any remaining payments will be paid to your named beneficiary. However, if you should die after 60 payments have been made, no further pension payments will be payable.

If you are a married participant, your spouse must agree to your election of the straight life benefit and to your named beneficiary.

Joint and Survivor Benefit - The joint and survivor options are only available to married participants. The following options allow you to elect a monthly benefit that will provide lifetime pension payments for your spouse in the event of your death.

These options are reduced from the Straight Life amount to allow for the benefit payments to your spouse in the event of your death. Your benefit reduction is based upon the age of both you and your spouse at the time of retirement and the option you elect.

100% Joint & Survivor Option: The 100% option provides your spouse with lifetime monthly payments equal to your monthly benefit at the time of your death.

75% Joint & Survivor Option: The 75% option provides your spouse with lifetime monthly payments equal to 75% of your monthly benefit at the time of your death.

50% Joint & Survivor Option: The 50% option provides your spouse with lifetime monthly payments equal to 50% of your monthly benefit at the time of your death.

The Plan also offers a “Pop-Up” feature on each of the Joint and Survivor options. The pop-up option provides your spouse with lifetime monthly payments equal to a percentage of your monthly benefit at the time of your death. However, if your spouse predeceases you, your benefit will “pop-up” to the Straight Life Benefit amount for the remainder of your lifetime. If you elect the 50% pop-up option, your spouse must agree to your election.

The Joint and Survivor benefit options have a 60 month guarantee of benefits (same as the Straight Life Option). If you should die before 60 payments have been made, any remaining payments will be made to your spouse at the same amount that you were receiving prior to your death.

Spousal Consent:

Under Federal law, a married participant is required to elect a payment form which provides a minimum of a 50% survivor annuity for his spouse. If you elect a benefit that does not provide for at least this minimum protection, you must obtain your spouse's consent for your election. If you do not make an election, your benefit will be paid in the 50% Joint and Survivor form, and after your death, the Plan will pay your surviving spouse 50% of the amount it was paying you.

Divorced Participants:

A Qualified Domestic Relations Order ("QDRO") can require the Plan to pay part or all of your pension benefits to a former spouse or other dependent. If you are divorced, your pension benefits may be affected if a QDRO is included in your divorce decree or in a separate domestic relations order. The Fund Office will need to review any decrees, agreements or orders relating to your marital situation to determine if they affect the payment of your benefits. The procedure governing domestic relations orders can be obtained free of charge from the Fund Office.

RELATIVE VALUE

IRS regulations require plans, such as ours, to give retiring participants a comparison of the relative values of the benefit payment options generally available to them. The goal is to help individuals make informed choices about the form in which they receive their retirement benefits.

What Is Relative Value?

Relative value means the actuarial present value of each optional form of payment compared to the actuarial present value of the normal form of payment under a plan. Actuarial values of benefits are determined using:

- Mortality assumptions, which are based on standardized tables, developed by actuarial organizations and life insurance companies. Information is analyzed about large groups of people to project the rates at which groups of individuals at different ages are expected to die. These statistical mortality projections are used to develop "average life expectancies."
- Interest assumptions, which estimate the likely investment earnings, over time, of the money put aside to pay benefits. This is important in the determination of actuarial value because investment earnings provide some of the money used to pay benefits.

The optional forms of payment available under our Plan have the same actuarial present value as the normal form for all participants retiring under this Plan.

How Was This Determined?

The valuation and reporting methodologies used were based on IRS regulations, which can be found in Treasury Regulations Section 1.417(a) (3)-1.

As we said earlier, basically, this means that the optional forms of payment provided by the Plan have relatively the same value as the normal form of payment under our Plan. However, it is important that you realize that this is not a guarantee or even a prediction of what you will actually be eligible to receive when you retire. The actual value of the different forms of payment will vary depending on how long the individual and spouse or beneficiary in fact live and on their ages when payments start.

Upon your written request to the Metal Trades Pension Fund, you will be provided with the relative values, based on your own age and estimated benefits, between your normal form of payment and any other forms of payment that you are eligible for. We will also provide you with the details of the actuarial assumptions used to make the comparison.

BENEFIT FORMULA

Your monthly accrued benefit is determined by the Plan in effect on the date you last completed an hour of service in covered employment. The benefit formula for the Plan in effect as of July 1, 2011 is as follows:

- a) \$33.00 per month for each year of credited Future Service; plus
- b) 3% of Creditable Employer Contributions, as defined in subparagraph (f) below, made on behalf of the Participant on or after July 1, 2008; plus
- c) 3% of Total Accumulated Employer Contributions made on behalf of the Participant prior to July 1, 2008; plus
- d) 3% of accumulated Employer contributions during the period July 1, 1965 to June 30, 1992; plus
- e) \$3.50 multiplied by the total years of credited Past Service.
- (f) For the purposes of (b) above, "Creditable Employer Contributions" is an amount equal to the Employer Contributions that would have been required to be contributed to the Plan based on the contribution rate in effect for the Participant's Contributing Employer on June 30, 2008, or if less, the current contribution rate in effect for the Contributing Employer. Should a Participant change employment to another Contributing Employer after June 30, 2008, then "Creditable Employer Contributions" for the period that he works for that Contributing Employer on June 30, 2008, or if less, the Contributing Employer's current contribution rate.

If you retire before age 65, your accrued monthly benefit will be reduced by ½ of 1% for each month you are under age 62.

If you are eligible for a Disability Retirement Benefit, there is no reduction for age.

If you delay applying for a benefit until after age 65, your benefit will be actuarially increased for each month that you delay receiving a benefit provided you are not working in disqualifying employment. The actuarial increase will be equal to 1% per month for the first 60 months after the month you attain age 65, and 1.5% for each month thereafter, for any month in which you were not working for at least 40 hours in disqualifying employment.

Please refer to the Appendix Benefit Calculations beginning on page 24 for calculation examples.

PRE-RETIREMENT LUMP SUM DEATH BENEFITS

What happens if I die prior to retirement?

In the event of your death, if you have completed at least two years of service and you are not on deferred pension status, your beneficiary will be eligible to receive a lump sum distribution equal to the contributions made on your behalf up to a maximum of \$55,000. However, if you have been married to the same spouse for at least the one-year period prior to your death and you are vested at the time of your death, benefits will be payable solely to your surviving spouse, in a manner described in the section entitled “Pre-Retirement Spouse’s Benefit”, regardless of your beneficiary designation. If there is a Pre-Retirement Spouse’s benefit payable, the maximum Death Benefit is \$8,250.00.

It is important to know that if you did not have at least 450 hours of credited service in the two consecutive Plan years immediately prior to your death, you will not be considered an active participant and your beneficiary will not be eligible for the Pre-Retirement Lump Sum Death Benefit.

SPOUSE’S PRE-RETIREMENT DEATH BENEFIT

100% Joint and Survivor

In the event you die before retirement after earning a vested right to a future benefit, and were married to your spouse for at least one year prior to your death, your spouse will be entitled to the Spouse’s Pre-Retirement Death Benefit. The Spouse’s Pre-Retirement Death Benefit is a monthly benefit equal to the amount your spouse would have received had you retired having elected a 100% Joint and Survivor Annuity and died the next day. The annuity begins when you would have reached your earliest retirement date under the Plan, or, if you had already reached your earliest retirement date under the Plan, on the first of the month following your death. The annuity continues for the life of your spouse. The amount would be reduced, if applicable, for early retirement. It should be noted that the Pre-Retirement Spouse’s Benefit does *not* have a 60 month payment guarantee.

Lump Sum Payment

In addition to the Qualified Pre-Retirement Survivor Annuity, if you are not on *Deferred Pension* status your spouse will receive a lump sum death benefit equal to the contributions made on your behalf up to \$8,250.00.

If you are not married or you are not married to the same spouse for at least one year prior to your death, the Death Benefit as described in the Pre-Retirement Lump Sum Death Benefit section above shall be payable to your designated beneficiary, provided you were credited with at least 450 hours of service within the two successive fiscal Plan years prior to your death.

If you are not on *Deferred Pension* status and your spouse elects not to receive the Qualified Pre-Retirement Survivor Annuity benefit, he/she will instead receive a lump sum distribution equal to the contributions made on your behalf up to a maximum of \$55,000.

If you were vested and an active participant at the time of your death, your surviving spouse will be given the opportunity to elect either the Pre-Retirement Lump Sum Death Benefit or the Spouse's Pre-Retirement Death Benefit (i.e., life annuity) as explained above.

The lump sum death benefit may be rolled over to an Individual Retirement Account (IRA). If paid directly to a spouse, or other beneficiary, the Fund is required to withhold 20% of the distribution in Federal Income Tax.

POST-RETIREMENT LUMP SUM DEATH BENEFITS

Effective July 1, 1999, the Plan began providing a \$10,000 Lump Sum death benefit for all retired participants. This death benefit is payable to your named beneficiary at the time of your death.

The lump sum death benefit may be rolled over to an Individual Retirement Account (IRA). If paid directly to a spouse, or other beneficiary, the Fund is required to withhold 20% of the distribution in Federal Income Tax.

MANDATORY PAYMENT OF BENEFITS

You should be aware that if you are eligible for retirement, benefits must commence no later than April 1st of the year following the year in which you attain age 70½ regardless of whether you are employed or not. If you are employed in covered service, you may continue to work, in which event, your monthly benefit will be recalculated annually.

RETURNING TO WORK AFTER RETIREMENT

If you return to work in covered employment after you have begun to receive pension benefits, your benefit payments may be suspended for the period during which you work. The Trustees will presume a participant is continuing to work in disqualifying employment until he notifies the Plan that he has stopped working. You must notify the Fund Office in writing within seven days when you return to work and when you stop working. If you are at least 65 years of age, your benefits will be suspended for months in which you work at least 40 hours in a one month period. If you are below age 65, your benefits will be suspended if you work any hour(s), at all, within a one month period. At age 70½, there is no restriction on the number of hours you may work.

OTHER INFORMATION

Appeals Procedure:

No Employee, Participant, Beneficiary, other persons or entity will have any right or claim to benefits under the Plan, or any right or claim to payment from the Plan, except as specified by the Plan. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Plan shall be resolved by the Board of Trustees under and pursuant to the provisions of the Plan. The decision(s) made by the Board of Trustees are final and binding subject only to such judicial review as may be in harmony with federal labor policy and only after applicable administrative remedies have been exhausted.

Any person or entity whose application for benefits under the Plan, claim to benefits or claim against the Fund has been denied will be notified in writing of the denial within 90 days after receipt of the application or claim. An extension of time, not exceeding 90 days, may be required by special circumstances. If an extension is required, notice of the extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to the claimant or applicant prior to the expiration of the initial 90-day period.

The notice of denial will be in a manner reasonably expected to be understood by the claimant or applicant, the following: the specific reason for the denial, the specific reference to the pertinent Plan provisions on which the denial is based, the description of any additional material or information necessary for the claimant or applicant to perfect the claim and an explanation as to why such material and information is necessary and the appropriate information as to the procedures to be followed if the claimant wishes to submit the claim for further review.

Any such person or entity may petition the Board of Trustees for review of the denial. A petition for review must be in writing, stating in clear and concise terms the reason or reasons for disputing the denial. The petition must be accompanied by any pertinent or relevant document or material not already furnished to the Plan and shall be filed by the petitioner or the petitioner's duly authorized representative with the Board of Trustees within 60 days after the petitioner receives notice of the initial denial.

On a showing of good cause, the Board will permit the petition to be amended or supplemented and will grant a hearing on the petition before a panel consisting of at least one Employer Trustee and One Employee/Participant Trustee. The panel shall receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence. The failure to file a petition within such 60-day period or the failure to appear and participate in any timely scheduled hearing, will constitute a waiver of the claimant's right to a review of the denial. However, the Board may relieve a claimant of any such waiver for good cause shown, provided application for such relief is made within one year after the date shown on the notice of denial.

The Board of Trustees will make its decision on the review of the denial no later than the meeting of the Board that immediately follows the Plan's receipt of a petition for review. However, if the petition is received within 30 days before the date of such meeting, the decision may be made no later than the date of the second meeting following the Plan's receipt of the petition for review. If special circumstances require a further extension of time, a benefit determination shall be made at the following meeting, but in no case later

than the third meeting of the Board following the Plan's receipt of the petition for review. If an extension of time is required, the Board of Trustees, before the extension commences, will notify the petitioner in writing of the extension, describing the special circumstances and the date which the benefit determination will be made. The notice of decision shall include specific reasons for the decision, written to be understood by the petitioner and with specific references to the Particular Plan provisions which the decision is based.

The Board's decision will be provided to the petitioner in writing. The notice of decision will include specific reasons for the decision, written designed to be understood by the petitioner and with specific references to the particular Plan provisions on which the decision is based.

The denial of an application or claim as to which the right of review has been waived as well as any decision of the Board of Trustees with respect to a petition for review, will be final and binding on all parties including the applicant, claimant or petitioner of any person or entity claiming under the application, claim or petition, subject only to judicial review as provided in the first paragraph under the Appeals Procedure subheading. The provisions of this Section will apply to and include any and every claim for benefits from the Plan and any claim or right asserted under or against the Plan, regardless of the basis asserted for the claim or right, regardless of when the act or omission on which the claim or right is based occurred and regardless of whether or not the claimant or applicant is a "Participant" or "Beneficiary" of the Plan within the meaning of those terms as defined in ERISA.

Anti-Alienation Rule:

You are not allowed to sign over or alienate your Plan benefits to any other person in any way. However, if the Plan receives a domestic relations court order which meets certain technical requirements prescribed by Federal law, it will be required to pay the person designated in the order the amount of your benefit specified by the court. If you know of a court order that may affect your Plan benefit, you should contact the Fund Office immediately so that all legal requirements can be met. Also, if the Plan receives a Federal tax levy on your account, it may be required to pay all or part of your benefit to the Internal Revenue Service pursuant to the levy.

Misstatements

In the event of any misstatement of fact(s) or furnished fraudulent or incorrect information affecting coverage and/or benefits under the Metal Trades Branch Local 638 Pension Fund, the true facts will be used to determine the proper coverage and the participant or qualifying dependent will be liable to repay the Fund for any excess coverage or benefits provided on the basis of the misstatement. The Trustees have sole and absolute discretion to determine eligibility for benefits and the type and amount of benefits to which a participant or beneficiary is entitled.

Overpayments

If a covered person has been paid benefits by the Pension Fund that either should not have been paid or are in excess of the benefits that should have been paid, the Fund may cause the deduction of the amount of such excess or improper payment from any subsequent benefits payable to such covered person or other present or future amounts payable to such person. The Fund, in its sole discretion, may also recover such amount by any other legal means. Each covered person hereby authorizes the deduction of such excess payment for such benefits or other present or future compensation payments.

Plan Termination Insurance:

Certain benefits to which you are entitled under this “multiemployer” Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

The PBGC provides financial assistance through loans to multiemployer plans that are insolvent. A multiemployer plan is considered insolvent if it is unable to pay benefits at least equal to the PBGC’s guaranteed benefit limit when due. Each year, the Plan pays a premium for this protection. The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, 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. The PBGC’s maximum guaranty limit is \$35.75 per month times a participant’s years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your 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 5 years at the earlier of (i) the date the plan terminates or (ii) the time the plan become insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of 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 your plan administrator or contact the PBGC’s Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 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 to ask to be connected to 202-326-4000. Additional information about the PBGC’s pension insurance program is available through the PBGC’s website on the Internet at <http://www.pbgc.gov>.

Termination of Plan:

Although the Trustees intend to continue the Plan indefinitely, they reserve the right to amend or end it. If the Plan is terminated, it will not affect your right to any benefit to which you have already become entitled. If the Plan terminates, you will be entitled to any benefit you have accrued to the extent then funded.

If the Plan is terminated, you will be entitled to any benefit you have accrued to the extent then funded.

Plan assets will be allocated to benefit categories in a particular order. Beginning with the benefit category that has the first claim on Plan assets, payments will be made for:

- ~ benefits for retirees or beneficiaries that are or could be on the pension rolls at the beginning of the 3-year period ending with the Plan's termination date at the lowest benefit level in effect during the 5 year period ending with the Plan's termination date:
- ~ benefits generally guaranteed by the Pension Benefit Guaranty Corporation (PBGC);
- ~ benefits that are non-forfeitable (vested) under the Plan, but not guaranteed by the PBGC;
- ~ all other benefits under the Plan.

Assets will be allocated to the categories in the order indicated until assets run out.

Any remaining balance, after providing payments for the benefit categories listed above, will be applied in accordance with the Plan Provisions.

Certain benefits under the Plan are insured by the PBGC. You should review the section above for their coverage.

Miscellaneous Rules:

Under the law, effective January 1, 2012, the Plan cannot pay an annual life annuity benefit in excess of \$200,000 (as adjusted each year for the cost of living) beginning when the Employee would be entitled to full Social Security benefits. If benefits are paid earlier, say in the case of an Early Pension, the \$200,000 amount is actuarially adjusted. This limit refers to the total of monthly benefits paid. These limitations are very unlikely to affect any Plan participant, but if for any reason you would be affected, the Fund Office will contact you.

Also, if 60% of the Plan's accumulated benefits were to be earned by a group of "key" employees (generally officers, shareholders and highly compensated employees of an Employer), the Plan would become subject to certain accelerated vesting and minimum benefit rules. It is highly unlikely that these rules could ever affect the Plan, but should this ever change, affected participants will be notified by the Fund Office.

Administration:

The Plan is operated and controlled by the Board of Trustees of the Metal Trades Branch Local 638 Pension Plan, consisting of representatives of the Union and the Employers. The Trustees are responsible for interpreting the Plan, amending its provisions when they consider amendments appropriate, and establishing whatever rules regarding the Plan's operation they may think are needed. They have full discretion in performing these and all their administrative and trustee functions.

The Trustees have appointed an Administrator to be responsible for the day-to-day operation of the Plan. It is the Administrator who maintains Plan records, arranges for benefit payments to commence and assists each Plan participant in understanding the Plan. If you have any questions about the Plan, the Administrator and the Fund Office staff will be glad to assist you.

This is your Pension Plan. You are encouraged to contact the Administrator, or the Fund Office, with any questions you may have regarding benefits available to you and/or your beneficiaries.

YOUR RIGHTS UNDER ERISA

As a participant in Metal Trades Branch Local 638 Pension Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Fund Office and at other specified locations such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

Receive a copy of the Annual Funding Notice, which provides financial information about the Plan. The Fund is required by law to furnish each participant with a copy of the Annual Funding Notice.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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, 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.

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, 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.

Enforce Your Rights

If your claim for pension 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 Fund 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 (QMCSO), 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.

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 (EBSA), 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 (EBSA). For single copies of publications, contact the EBSA Brochure Request Line at (866) 444-3272 or contact the EBSA field office nearest you. You may also find answers to your questions at the EBSA website at: <http://www.dol.gov/ebsa/>.

DEFINITIONS

Accrual Rate. The applicable rate at which Employer contributions were made on your behalf during your years of employment. They are determined based on specific periods of service.

Annuity Starting Date. The date benefits are calculated and paid under the Plan.

Beneficiary. The person who you designate to receive benefits in the event of your death.

Breaks in Service.

Generally if a participant has a Break-in-Service before he has achieved Vested Status, it has the effect of canceling the member's standing under the Plan, specifically, the member's participation, the previously credited Years of Vesting Service, and previous Pension Credits. A Break-in-Service may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break-in-Service may be permanent.

One-Year Break-in-Service a break in service may cause you to lose credit for a period of service or have your pension calculated at a different rate. Generally occurs when you have fewer than 450 hours of service in a plan year.

Permanent Break in Service effective January 1, 1987 you will have a Permanent Break in Service if you have consecutive one-year Breaks in Service that equal or exceed 5, or your total Years of Vesting Service.

Collective Bargaining Agreement or Agreement. A written agreement between the Union or the Fund and an Employer which requires contributions to the Fund on behalf of employees.

Continuous Employment. A period of employment with the same employer when there is no discharge or other termination of employment.

Contributing Employer or Employer. (a) An Employer who is a member of, or is represented in collective bargaining by, the Association and who is bound by a Collective Bargaining Agreement with the Union providing for the making of payments to the Trust Fund with respect to Employees represented by the Union.

(b) An employer who is not a member of, nor represented in collective bargaining by the Association, but who has duly executed or is bound by a Collective Bargaining Agreement with the Union providing for the making of payments to the Trust Fund with respect to employees represented by the Union.

(c) The Union, this Trust Fund, the Service Fitters' Industry Educational Fund ("Educational Fund") and the Steamfitters' Industry Welfare Fund, which contribute to the Fund.

Contribution Period. The period during which your Employer is a Contributing Employer and making contributions to the Fund on your behalf.

Covered Employment. Employment of Participant by an Employer who is required to make contributions to the Pension Fund under terms of a Collective Bargaining Agreement or participation Agreement.

Creditable Employer Contributions. An amount equal to the Employer Contributions that would have been required to be contributed to the plan based on the contribution rate in effect for the Participant's Contributing Employer on June 30, 2008, or if less, the current contribution rate in effect for the Contributing Employer. Should a Participant change employment to another Contributing Employer after June 30, 2008, then "Creditable Employer Contributions" for the period that he works for that Contributing Employer shall be based on the contribution rate in effect for that Contributing Employer on June 30, 2008, or if less, the Contributing Employer's current contribution rate.

Credited Service. The total years of service used to calculate your pension benefit (i.e. *past service* and *future service*).

Early Retirement Age. The age you may retire before normal retirement and collect a pension benefit that is reduced to reflect the longer time you will receive benefit payments.

ERISA. The Employee Retirement Income Security Act of 1974, as amended.

Future Credited Service. The hours of service in covered employment on or after the date your employer is first required to make contributions to the Fund on your behalf.

Non-Bargained Employee. A person who works for an Employer and is not covered by a Collective Bargaining Agreement between the Union and an Employer, but is covered by another written agreement requiring Employer contributions on his behalf.

Normal Retirement Age. Age 65, or the age of the Participant on the fifth anniversary of the time he/she commenced participation in the Plan, whichever is later.

Participant. An employee who meets the requirements for participation in the Plan, or a former Employee who has acquired a right to a pension under this Plan or a Pensioner.

Past Service Credit. Years of service prior to the date your employer became obligated to contribute to the Pension Fund (this generally applies to years prior to 1965).

Pension Fund or Fund. The Metal Trades Branch Local 638 Pension Fund established under the Trust Agreement.

Pension Plan or Plan. The Plan Document as adopted by the Trustees and as thereafter amended by the Trustees.

Pensioner. A person to whom a pension under this Plan is being paid.

Plan Year. The 12-month period from July 1 to the next June 30. For purposes of ERISA regulations, the Plan Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period for eligibility to participate in the Plan.

Qualified Domestic Relations Order (QDRO). A court order or judgment that directs a plan to pay benefits to your Spouse, former spouse, child or other dependent in connection with child support, alimony or marital property rights. (Until the Plan has complied with terms of the QDRO, the Plan may restrict the benefits that are payable to you.)

Qualified Spouse. The Spouse of the Participant throughout the one-year period ending on the date of the Participant's death.

Spouse. A person to whom the Participant is legally married under federal law at the commencement of his/her benefits or to whom he/she was legally married under federal law at the time of his/her death if his/her death occurs prior to the commencement of his/her benefit and if to the extent provided in a Qualified Domestic Relations Order, a Participant's former Spouse. Federal law only recognizes marriage between one man and one woman. This Plan does not recognize spouses in a same-sex marriage.

Total Accumulated Employer Contributions. Generally means the sum of Employer credited contributions made on behalf of a Participant throughout his/her career as required by the Collective Bargaining Agreement or participation Agreement.

Trust Agreement. The Agreement and Declaration of Trust establishing the Metal Trades Branch Local 638 Pension Fund.

Vested Benefit. Pension benefit which you have an irrevocable right to receive.

Vesting Service. Vesting Service is used to determine whether you are entitled to a benefit if your employment ends before retirement, as well as whether a period of absence or reduced employment results in a Break in Service. You may refer to page 8 which answers the question, "When do I become Vested?" for further details.

APPENDIX BENEFIT CALCULATIONS

The following examples are intended for illustrative purposes to help you better understand how benefits are calculated. These examples do not represent actual participants.

Example #1: Normal Pension at age 65

Assumed Employee Data: Effective Date of Retirement: 7/1/2011
 Date of Birth of Retiree: 6/25/1946 (age 65) Date of Birth of Spouse: 5/15/1950 (age 61)

- | | |
|--|--------------|
| a) Years of Participation from 7/1/1976 to Retirement Date: | 35 |
| b) Creditable Employer Contributions on or after 7/1/2008: | \$ 6,891.08 |
| c) Accumulated Employer Contributions prior to 7/1/2008: | \$ 73,508.92 |
| d) Accumulated Creditable Contributions 7/1/1965 to 6/30/1992: | \$ 30,000.00 |

The employee qualifies for a Normal Pension as he/she meets the minimum years of service requirement of 5 years and the attained age requirement of 65.

Calculation of Monthly Benefits:

- | | |
|----------------------------------|--------------------|
| a) 35 years of service x \$33.00 | \$ 1,155.00 |
| b) \$ 6,891.08 x 3% | 206.73 |
| c) \$73,508.92 x 3% | 2,205.27 |
| d) \$30,000.00 x 3% | <u>900.00</u> |
| TOTAL MONTHLY PENSION: | <u>\$ 4,467.00</u> |

(The following information is based upon the example above and will fluctuate based on your actual ages and contribution work history.)

If you and your spouse elected *not* to take a Joint and Survivor Annuity, your monthly pension would be \$4,467.00, payable for your lifetime.

If death occurs before 60 monthly payments are made, your beneficiary would receive the remaining monthly payments until 60 payments have been made.

In this example, if the participant elected the 50% Joint & Survivor Option, the monthly pension would be reduced to \$3,868.42, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$1,934.21 would be payable for her lifetime.

If the participant elected the 50% Joint & Survivor Pop-Up Option, the benefit would be reduced to \$3,841.62, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$1,920.81 would be payable for her lifetime. However, if his spouse predeceases the participant, his benefit would “pop-up” to \$4,467.00 for his lifetime.

Example #2: Early Pension at age 62 with 30 years of service credits

Assumed Employee Data: Effective Date of Retirement: 7/1/2011

Date of Birth of Retiree: 6/25/1949 (age 62) Date of Birth of Spouse: 5/15/1950 (age 61)

- a) Years of Participation from 7/1/1976 to Retirement Date: 30
- b) Creditable Employer Contributions on or after 7/1/2008: \$ 7,380.00
- c) Accumulated Employer Contributions prior to 7/1/2008: \$ 66,420.00
- d) Accumulated Creditable Contributions 7/1/1965 to 6/30/1992: \$ 25,000.00

The employee qualifies for an Early Pension as he/she is between the ages of 60 and 65 and has at least 15 years of service credits.

Calculation of Monthly Benefits:

- a) 30 years of service x \$33.00 \$ 990.00
 - b) \$ 7,380.00 x 3% 221.40
 - c) \$66,420.00 x 3% 1,992.60
 - d) \$25,000.00 x 3% 750.00
- TOTAL MONTHLY PENSION: \$ 3,954.00

(The following information is based upon the example above and will fluctuate based on your actual ages and contribution work history.)

If you and your spouse elected *not* to take a Joint and Survivor Annuity, your monthly pension would be \$3,954.00, payable for your lifetime.

If death occurs before 60 monthly payments are made, your beneficiary would receive the remaining monthly payments.

In this example, if the participant elected the 50% Joint & Survivor Option, the monthly pension would be reduced to \$3,530.92, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$1,765.46 would be payable for her lifetime.

If the participant elected the 50% Joint & Survivor Pop-Up Option, the benefit would be reduced to \$3,511.15, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$1,755.58 would be payable for her lifetime. However, if his spouse predeceases the participant, his benefit would “pop-up” to \$3,954.00 for his lifetime.

Example #3: Early Pension at age 60 with 30 years of service credits

<i>Assumed Employee Data:</i>	Effective Date of Retirement:	7/1/2011
Date of Birth of Retiree: 6/25/1951 (age 60)	Date of Birth of Spouse: 5/15/1952 (age 59)	
a) Years of Participation from 7/1/1981 to Retirement Date:		30
b) Creditable Employer Contributions on or after July 1, 2008:	\$	7,380.00
c) Accumulated Employer Contributions prior to July 1, 2008:	\$	66,420.00
d) Accumulated Creditable Contributions 7/1/1965 to 6/30/1992:	\$	25,000.00

The employee qualifies for an Early Pension as he/she is between the ages of 60 and 65 and has at least 15 years of service credits. As the employee has retired before age 62, the accrued monthly benefit will be reduced by ½ of 1% for each month under age 62. (The maximum reduction for an Early Pension is 12%.)

Calculation of Monthly Benefits:

a) 30 years of service x \$33.00	\$	990.00
b) \$ 7,380.00 x 3%		221.40
c) \$66,420.00 x 3%		1,992.60
d) \$25,000.00 x 3%		<u>750.00</u>
<i>Total Monthly Pension at 62 years of age:</i>	\$	3,954.00
<i>Early Retirement Reduction less 12%:</i>		<u>(474.48)</u>
TOTAL MONTHLY PENSION at 60 years of age:	\$	<u><u>3,479.52</u></u>

(The following information is based upon the example above and will fluctuate based on your actual ages and contribution work history.)

If you and your spouse elected *not* to take a Joint and Survivor Annuity, your monthly pension would be \$3,479.52, payable for your lifetime.

If death occurs before 60 monthly payments are made, your beneficiary would receive the remaining monthly payments.

In this example, if the participant elected the 50% Joint & Survivor Option, the monthly pension would be reduced to \$3,131.57, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$1,565.79 would be payable for her lifetime.

If the participant elected the 50% Joint & Survivor Pop-Up Option, the benefit would be reduced to \$3,117.65, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$1,558.83 would be payable for her lifetime. However, if his spouse predeceases the participant, his benefit would “pop-up” to \$3,479.52 for his lifetime.

Example #4: Disability Pension

Assumed Employee Data: Effective Date of Retirement: 7/1/2011
Date of Birth of Retiree: 6/25/1961 (age 50) Date of Birth of Spouse: 5/15/1962 (age 49)

a) Years of Participation from 7/1/1981 to Retirement Date:	11
b) Creditable Employer Contributions on or after 7/1/2008:	\$ 13,198.68
c) Accumulated Employer Contributions prior to 7/1/2008:	\$ 35,201.32
d) Accumulated Creditable Contributions before 6/30/1992:	\$ 0.00

The employee qualifies for a Disability Pension Benefit as he/she meets the minimum years of service requirement of 10 years and is receiving SSA (Social Security Administration) Disability benefits.

Calculation of Monthly Benefits:

a) 11 years of service x \$33.00	\$ 363.00
b) \$13,198.68 x 3%	395.96
c) \$35,201.32 x 3%	1,056.04
d) \$0.00 x 3%	<u>0.00</u>
TOTAL MONTHLY PENSION:	<u>\$ 1,815.00</u>

(The following information is based upon the example above and will fluctuate based on your actual ages and contribution work history.)

If you and your spouse elected not to take a Joint and Survivor Annuity, your monthly pension would be \$1,815.00, payable for your lifetime.

If death occurs before 60 monthly payments are made, your beneficiary would receive the remaining monthly payments.

In this example, if the participant elected the 50% Joint & Survivor Option, the monthly pension would be reduced to \$1,564.53, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$782.27 would be payable for her lifetime.

In this example, if the participant elected the 75% Joint & Survivor Option, the monthly pension would be reduced to \$1,448.37, payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 75% of the monthly payment or \$1,086.28 would be payable for her lifetime.

If the participant elected the 50% Joint & Survivor Pop-Up Option, the benefit would be reduced to \$1,560.90 payable for his lifetime. Upon his death, the spouse would receive the remaining monthly payments, if applicable, and then 50% of the monthly payment or \$780.45 would be payable for her lifetime. However, if his spouse predeceases the participant, his benefit would "pop-up" to \$1,815.00 for his lifetime.

FAQs

Here are answers to some of the questions people most frequently ask about the Plan.

What is the union's address and phone number?

The union's phone number is (718) 392-3420. They are located at 32-32 48th Avenue, Long Island City, New York 11101.

If I change my address with the Fund Office, will that change my address with everyone?

Completing a change of address form and submitting it to the Fund Office, will change your address with the Fund Office, Empire BlueCross BlueShield, Medco and MetLife. *You must notify the union separately so that your address will change with them as well.*

How do I go about giving you a change of address?

You may change your address on-line, as long as you have a user name and password, at the website: www.steamfitters.com under Metal Trades Branch, Login, Member. You may also complete a change of address form and submit it to the Fund Office. This is important so that your pension checks and other information about your benefits will be sent to the correct address.

May I receive a retirement estimate calculation of my benefits over the phone?

No, an estimate will not be provided over the phone. A "Request for Pension Estimate" form complete with your personal information is required in order to receive a monthly retirement estimate calculation. You will be able to find the form on-line or you may call the Fund Office to have one mailed to you.

To find the form on-line, please visit The Steamfitters' Industry Fund Office website at <http://www.steamfitters.com>. At the far right of the website, under the section "Metal Trades Branch," first scroll to "Information" then to "Forms." You will find the form titled "Request for Pension Estimate" under the Forms menu. You may request a form by contacting the Pension Department at the Fund Office number (212) 465-8888 option #3.

When's the very earliest I can get my pension?

Complete details on the different types of retirement available are in the Entitlement of Benefits section. In general, though, this will depend on your age and years of service. You qualify for a benefit with as little as five years of Vesting Service.

When are pension checks mailed out?

The Trustees of the Metal Trades Branch Local 638 Pension Fund require the electronic transfer of your monthly pension benefit to the bank of your choice. The account must be a United States bank account, either a checking, money market or savings account. It cannot be a passbook account. The electronic transfer/direct deposit would be made on the first business day of the month. Contact the Fund Office if you have any questions about direct deposit, and to obtain more information on the procedures for setting up direct deposit.

May I ever count service outside of covered employment under the Plan?

Solely for purposes of avoiding a One-Year Break in Service and achieving vested status, you may count certain non-Covered Employment for a contributing employer which occurs immediately before or after, and for the same employer as, your Covered Employment. For example, if you worked for a contributing employer in a position which was not covered by the collective bargaining agreement immediately before or after you worked for the same employer as a Metal Trades Branch member in Covered Employment then you may be able to receive vesting service credit for the non-Covered Employment. If you think you are entitled to credit for any non-Covered Employment, please contact the Fund Office as soon as possible.

Can employer contributions that are remitted on my behalf be withdrawn or used as collateral in securing a bank loan?

The Metal Trades Branch Local 638 Pension Fund is a defined benefit plan in which you are a participant. Accumulated contributions are employer contributions made on your behalf. Under the Plan in effect, pension monies are not transferable nor can your pension benefit be used as collateral in securing a bank loan. In addition, these monies cannot be withdrawn, as there is no termination benefit under the Plan.

May I borrow money from the Fund to help my son with his college tuition?

This Fund does **not** allow you to borrow or withdraw money.

May I work and receive a monthly pension benefit from the Fund?

Work in any other industry would not prevent you from collecting your pension benefit or if you are performing work, which the Trustees determine is not "Disqualifying Employment", then you could collect your pension benefit and continue your employment.

A participant/pensioner ***under the age of 65***, may not work in "*disqualifying employment*" in a shop within the geographic area covered by the Plan and/or if the shop was of the same craft or industry as the Metal Trades and collect a pension benefit.

However, a participant/pensioner ***over the age of 65***, may not work in disqualifying employment in a shop within the geographic area covered by the Plan and/or if the shop was of the same craft or industry as the Metal Trades for **40** or more hours in ***any month*** and collect a pension benefit.

At age 70½ there is no restriction on the number of hours a participant or pensioner may work while receiving a pension benefit from the Pension Fund.

Do I have to pay income taxes on my pension?

Yes. While you pay no taxes on the contributions the Contributing Employers make to the Plan while you are working, once you start to receive monthly pension payments, you will be required to pay income taxes. You will receive more information on taxes when you become eligible to receive Plan benefits. (Your monthly pension is not considered taxable income under federal tax laws until it is actually paid to you.)

I retired sometime ago and am receiving my pension under my Straight Life Benefit option. The person I named as my Beneficiary (my sister) recently died, and I would like to name my brother as my Beneficiary.

Under this form of payment you may name a new Beneficiary, as long as the Fund Office receives the new Beneficiary designation before any payments are made to the prior Beneficiary. If you don't have a valid Beneficiary designation on file, then any amounts due on your death will be paid to your Spouse. In the event there is no Spouse surviving, the Trustees shall pay all monies due to those persons, and in such proportions in which the same would be distributed had the Participant died intestate and a resident of the State of New York.

If I am divorced, how soon should I notify the Fund and what documents must be submitted.

Once your divorce is finalized, you should notify the Fund Office immediately. Your pension benefits may be affected if a Qualified Domestic Relations Order ("QDRO") is included in your divorce decree or in a separate domestic relations order. The Fund Office will need to review any decrees, agreements or orders relating to your marital situation to determine if they affect the payment of your benefits. A QDRO may require the Plan to pay part or all of your pension benefits to a former spouse or other dependent.

Should I divorce, may I change my joint and survivor pension election to a straight life pension election after I have already began receiving monthly payments?

No, your former spouse will receive the benefit if he or she survives you.

I have been receiving pension payments for a few years and got divorced a couple of months ago. Next month I'm going to get married again. I'm receiving my payments under the 50% Husband & Wife form and want to change my Beneficiary so that my new Spouse, not my ex-Spouse, will get the benefit due when I die.

Once payments start under the Husband & Wife form of payment, you can't change anything. Your former spouse will receive the benefit if he or she survives you. (This is one reason why it is very important to consult a divorce attorney who can help you identify and address issues relating to pensions and other property rights at the time of your divorce.)

If I have an accident on the job, and am not working/unable to work, may I receive a disability benefit from the Plan?

Only if you qualify for a Disability Pension and are receiving Social Security Disability Benefits. Please refer to Entitlement of Benefits section found on page 8 for details.

Steamfitters' Industry Fund Office

METAL TRADES BRANCH LOCAL 638

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New York, NY 10001-1887
www.steamfitters.com
(212) 465-8888*

Department Extensions

<i>Pension Fund</i>	<i>Option 3</i>
<i>Welfare Fund</i>	<i>Option 4</i>
<i>Website Help</i>	<i>Ext. 231</i>
<i>Educational Fund</i>	<i>(718) 472-0414</i>
<i>Union Office</i>	<i>(718) 392-3420</i>
<i>Steamfitters' Industry Assistance Program</i>	<i>(212) 563-0342</i>