



STEAMFITTERS SURETY FUND

LOCAL UNION No. 475

Summary Plan Description

For Active and Retired Participants

Effective January 1, 2009



STEAMFITTERS SURETY FUND, LOCAL UNION NO. 475

SUMMARY PLAN DESCRIPTION

Effective January 1, 2009

The purpose of this Summary Plan Description is to provide you with information about the rules of the Surety Plan and level of benefits available to you. It is not intended to be an official text of the plan. If the terms, conditions or provisions of this Summary differ in content from that of the official text of the plans of benefits, then the official text of the plan shall govern.

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1. **WHO WILL BE A PARTICIPANT?**

In general, if you are working for an employer who has a collective bargaining agreement with Steamfitters Local Union No. 475 and that agreement requires contributions to be made to the Surety Fund, you are a participant upon receipt by the Fund of those contributions.

2. **PLAN FISCAL YEAR:**

The Plan Fiscal Year is the Calendar Year.

3. **WHO PAYS THE COST OF THE SURETY PLAN?**

Except for the Expenses of the Fund described in Section 8, the entire cost of the Surety Plan is met by employer contributions under the provisions of the Collective Bargaining Agreement.

4. **WHAT IS AN INDIVIDUAL ACCOUNT?**

An Individual Account is the account established and maintained for each participant into which is placed employer contributions made on his behalf.

In general, it will be:

- The sum of all contributions made on your behalf, PLUS
- All investment earnings (realized and unrealized) credited to your account, MINUS
- All investment losses (realized and unrealized) credited to your account MINUS
- Your share of the expenses of operating the Fund.

5. **HOW OFTEN IS THE ACCOUNT VALUED?**

All individual accounts are valued every business day of the year.

6. **HOW WILL THE SURETY FUND ASSETS BE INVESTED?**

The Surety Fund qualifies as a "404(c)" plan, whereby the law relieves the Trustees and other Plan Fiduciaries of the responsibilities for making all investment decisions regarding the Fund assets. A 404(c) plan permits the participants to direct the investment of their individual account according to the rules of Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations, Section 2550.404c-1. As a result, the Fund's Fiduciaries, including the Trustees, will not be liable for losses that are a direct and necessary result of investment instructions the Trustees received from you.

You can instruct the Fund Administrator to transfer money from your existing account into one or more of several investment options. You can also designate and change the way new contributions to your account are allocated among the investment options.

The investment options are selected and reviewed by the Trustees. They have varying levels of risk.

If you have never provided any investment instructions, your contributions will be invested in one of the Fund's Qualified Default Investment Alternatives (QDIAs). These are a family of funds designed to have their relative risk adjusted to the approximate age of the investor. The specific QDIA in which your contributions will be invested will be based on your age. As with all investment choices, you may change it at any time by communicating with the Recordkeeper (see item 9 below).

7. ACCOUNT BALANCE - STATEMENTS:

The Fund employs a Recordkeeper who keeps track of all transactions in your individual account. The Recordkeeper maintains a toll-free telephone number that will permit you to obtain the current value of each of the investment in your individual account.

In addition, the Recordkeeper will send you a quarterly statement showing the contributions, investment earnings, withdrawals and expenses applied to your account. If you believe that there are any discrepancies in your statement, you should contact the Recordkeeper or the Fund Office as soon as possible.

8. EXPENSES:

The Trustees carefully monitor the expenses of the Fund. These expenses include the cost of the Fund Office and Professionals (Lawyers, Accountants, Consultants, Recordkeeping Services, etc.) The expenses are assessed in two ways: First a per-capita quarterly charge applied directly to your account and shown on your quarterly statement (see Section 7). The second part is a percentage of the assets in your account. This part is deducted daily by the firm that manages the investments.

9. CHANGING INVESTMENTS:

You may change investments by making an election in one of three methods:

- (a) *An election form* filed with the Fund Office (mail or hand delivery – no faxes). You can get an election form from the Fund Office. If you return the properly completed and signed form to the Fund Office, your new investment instructions will be executed as soon as practicable. Improperly completed forms or unsigned forms will not be executed.

- (b) *You can use the toll-free number (888) 482-7777 to change the way you currently have your investments allocated or the way your future contributions are allocated. You and also check your balance.*
- (c) *You can use the Internet. The site is <http://www.475surety.com> and may be used to make the same changes as the toll-free number.*

If you make a change in your investment allocation or your future contribution allocation, you will receive a confirmation, by mail, from the Recordkeeper shortly thereafter. If you do not receive a confirmation within ten (10) days of making the change, you must contact the Recordkeeper.

10. **WHEN ARE PAYMENTS PAYABLE FROM THE SURETY FUND?**

- (a) In general, you will receive the amounts in your Individual Account when:
 - 1) you retire - normal retirement age is 65, early retirement age is 52;
 - 2) you die prior to retirement;
 - 3) you become totally and permanently disabled;
 - 4) you have an individual account for at least five (5) years and employer contributions have not been made on your behalf for at least three (3) consecutive months;
 - 5) you have an individual account for less than five (5) years and employer contributions have not been made on your behalf for at least twenty-four (24) consecutive months;

- (b) In Service Distributions (Hardship Benefits):

If you have an individual account on or after November 19, 2008, you may apply for an amount of up to fifty percent (50%) of the value of your account (but not more than 100% of your current account balance reduced by your account balance as of December 31, 1986). Prior to November 19, 2008, there was also a requirement that you had the individual account for at least five (5) years. This benefit is payable only on the occurrence of one or more of the following:

- 1) Covered expenses for medical bills of \$1,000.00 or more which have not been reimbursed by benefits payable from the Steamfitters Welfare Fund Local Union No. 475;
- 2) Funeral expenses incurred by you due to the death of a spouse, child or parent;
- 3) Expenses incurred by you for payment of tuition and/or room and board for a dependent child at an educational institution beyond high school level, or a school/institution for physically or mentally handicapped or emotionally disturbed children;

- 4) Purchase by you of a home, cooperative or condominium apartment as a principal residence for which there are downpayment, contract and title expenses;
- 5) A period of disability of 26 weeks or more based on medical evidence that you are physically unable as a result of bodily injury or illness to be able to engage in gainful employment;
- 6) Purchase by you of vehicular transport used mainly for your employment purposes;
- 7) Preservation of your primary residence in case of eviction or foreclosure.

Except for Section 10(b)(7), no more than one (1) hardship benefit may be paid in any twenty four 24 consecutive months, however, there shall be no limitation on the number of hardship benefit payments under Section 10(b)(7) which provides for preservation of the participant's primary residence in case of eviction or foreclosure.

Written Spousal Consent is required for all In Service Distributions.

The Trustees shall be the sole and absolute judge of whether or not the above contingencies have occurred. The Trustees shall also establish the documentary proof required to meet each hardship and whether in each particular case it has been met. The Trustee's judgment shall be final and binding on all parties.

11. IN WHAT FORM WILL SURETY BENEFIT PAYMENTS BE MADE TO ME?

If you are married throughout the one-year period ending on your Annuity Starting Date, the normal form of receiving benefit payments under this Plan shall be a Qualified Joint and Survivor Annuity with your spouse. The Qualified Joint and Survivor Annuity is a series of monthly payments, payable as long as you are alive and, if your spouse survives you, 50% of the monthly amount will be payable upon your death, to your spouse for life. You may also elect not to receive a Qualified Joint and Survivor Annuity, in which event, your election must be consented to by your spouse in writing, which must be acknowledged by a notary public. You may then elect to have the balance in your account payable in monthly installments over a period not to exceed 10 years or one lump sum or any combination of the two. In the event that you die prior to retirement, your surviving spouse, if you have been married for at least one (1) year prior to your death, will receive a Qualified Pre-retirement Survivor Annuity. The earliest date that your spouse may receive a payment is the month following the month in which you would have attained the earliest retirement age. However, your spouse may elect to receive a lump sum distribution of your account balance payable upon your death. If you are married and choose anyone other than your spouse to be your beneficiary and die before you start receiving Annuity payments from the Fund, your spouse, if you have been married for at least one (1) year prior to your death, must be the beneficiary for at least one-half of your account.

12. PENALTIES ON WITHDRAWALS AND EARLY DISTRIBUTIONS:

Under current Federal regulations, in an effort to encourage savings for retirement purposes, certain penalties will be charged against any withdrawal or distribution from any qualified plan. The penalty is a non-deductible 10% excise tax on the entire taxable amount of the withdrawal or distribution. This penalty is in addition to any income tax you might be liable for on the withdrawal or distribution. The penalty covers withdrawals and distributions due to termination and hardship benefits.

Under your Plan, the only exceptions to this rule are as follows:

- (a) A distribution or withdrawal after you have reached age 59 1/2;
- (b) A distribution to your beneficiary due to your death;
- (c) A distribution to you due to your total and permanent disability;
- (d) A distribution to you if you have reached age 52 and elect early retirement under the Plan and actually do retire.

You may also, under most circumstances, transfer your distribution to a “Rollover IRA”. If this is done, there is no immediate tax obligation and no penalty. Additional information on Rollovers is available from the Fund Office. Rollovers are not available for Hardship/In-Service distributions.

If you receive a distribution by another UA Local, you may apply to transfer that distribution into a Rollover account in this Fund.

13. HOW TO APPLY FOR A BENEFIT:

You should file an application for Retirement, Total and Permanent Disability, Termination or Hardship Benefits with the Trustees. Your designated beneficiary or the executor of your estate will file an application in case of a death benefit. The proper form will be provided to you upon request at the Fund Office.

14. BOARD OF TRUSTEES:

The Fund is administered by a Board of Trustees pursuant to an Agreement and Declaration of Trust, which may be amended from time to time. The Board of Trustees has authority and discretion to determine benefits, and may, in its discretion, revise, discontinue, improve, reduce, modify or make changes in the plan, the types and amounts of benefits provided, the coverage and eligibility provisions, conditions and rules, at any time. Any question of interpretation, construction, application or enforcement of the terms of the Plan, Summary

Plan Description and Trust Agreement, and all determinations on benefit claims and appeals, are subject to the discretion of the Board of Trustees, whose determinations are final and binding.

15. APPEALS PROCEDURE:

A claimant who has received a notice that his claim has been denied may request a review of the denied claims within 60 days of the receipt of this notice of denial. A claimant or his authorized representative may request a review, may have the opportunity to review pertinent documents, and may submit issues and documents in writing. Requests for review must be made in writing and should be sent to the Fund Office for transmittal. The Board of Trustees will render a decision at the regular quarterly meeting following the receipt of a request for a review. If the request is received less than 30 days prior to the meeting, the review may be considered at the second meeting following receipt of a request for review. The determination of the Fund Office if not appealed, and the determination of the Board of Trustees upon any appeal, is discretionary, final and binding.

You will be notified, in writing, of the decision of the Board of Trustees within 60 days after the date the Board of Trustees next meets and decides your appeal after the date your appeal is received, unless there are special circumstances, in which case you will be so notified and then notified of the decision within 120 days. If additional information is needed, it will be requested by the Plan, and absent the timely provision of the information, may require the denial of the claim or appeal. In deciding claims, the Board of Trustees has broad discretion to interpret and apply the terms of the plan and Summary Plan Description. The determination of the Fund will be final and binding if an objection or request for review is not timely filed. The decision of the Board of Trustees on a request for review will be final and binding if not timely appealed. The Fund may recoup the amount of any erroneous payment, with interest, against pending or future benefits in accordance with law and regulation. The Claimant has the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review. If your claim involves disability benefits, you and your plan may have other voluntary alternative dispute options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

16. QUALIFIED DOMESTIC RELATIONS ORDERS:

The laws governing this type of plan generally provide that a participant's benefits under a qualified plan cannot be assigned, pledged or otherwise encumbered. The Retirement Equity Act, effective January 1, 1985, established an exception to this rule - for "qualified" domestic relations orders- under which the plan may be required to pay benefits to a person (alternate payee) other than the participant. The Tax Reform Act of 1986 amended and further clarified this exception for qualified domestic relations orders.

In general, a domestic relations order (DRO) means any judgment, decree, or order that relates to the provision of child support, alimony payments or marital property rights which is made pursuant to a particular state's domestic relations law (including a community property law). If the DRO is found to be a "qualified domestic relations order" (QDRO), the plan must make payment of all, or part of, a participant's benefits to the alternate payee(s) specified in the DRO. An alternate payee is a spouse, former spouse, child, or other dependent of a participant who is recognized by the DRO as having a right to receive all, or a portion, of the participant's benefits under the plan. An alternate payee may designate a representative for receipt of copies of notices and plan information that are sent to the alternate payee with respect to a DRO. To be "qualified" under ERISA the DRO must satisfy certain requirements.

To be qualified, a domestic relations order must clearly specify:

the participant and each alternate payee covered by the DRO by name and mailing address,

the amount or percentage of the participant's benefits to be paid to each alternate payee, or the manner of determining the alternate payee's benefit,

the number of payments to the alternate payee or the period during which payments are to be made to the alternate payee to which the DRO applies, and

the plan or plans to which the DRO applies

any other information necessary to properly administer the DRO.

In addition, the DRO to be qualified cannot require the plan to:

provide benefits under a form of payment that is not provided for under the plan, provide benefit amounts which would be greater than the participant's account balance, or pay to an alternate payee benefit amounts, which are required to be paid to another individual under a prior domestic relations order.

While an DRO generally may not require a plan to provide a type or form of benefit not otherwise provided under the plan, the law includes special provisions which permit benefits to be paid to an alternate payee before the participant begins to receive benefits. However, the following requirements must be met:

Benefits to the alternate payee may not begin before the participant reaches his or her "earliest retirement age". The participant's "earliest retirement age" is the earlier of:

- (i) the age the participant could have begun to receive benefits under the plan, if he or she were "separated from service" as defined in the Plan (but not earlier than age 50)

- (ii) the earliest age the participant could elect to have his or her payments commence.

The DRO must provide for a benefit form available under the plan to the participant. (However, a joint and survivor annuity for the alternate payee and his or her new spouse is not permitted.)

In no event shall any payments be made to an alternate payee until a qualified person, such as the plan's legal counsel, has determined that the DRO is qualified.

Note: If the plan administrator is notified that a DRO is being sought, the plan administrator may delay payments to a participant in anticipation of such DRO.

The law provides that the plan administrator shall have a reasonable length of time in which to determine whether a DRO is qualified. The plan administrator is to separately account for the amount called for in the DRO which would be payable to the alternate payee during an 18 month period beginning at the time the proposed QDRO requires payments to be made to the alternate payee but not earlier than the receipt by the Plan of the proposed QDRO. In the case of the Surety Plan, certain participant directed transactions (i.e., In-Service Distributions (Hardship Benefits), etc.) will be restricted during the determination period. If benefits are in pay status, the amounts called for in the DRO will be withheld during this period from the participant's benefit.

While the law requires only separate accounting of amounts currently payable to an alternate payee during the determination period, legal counsel may determine that an immediate segregation of the entire potential interest of the alternate payee is required in order to have the account records necessary to enable the plan to comply with the DRO.

If the DRO is determined to be nonqualified before the 18-month period ends, the plan administrator may (i) continue any withholding of benefit payments, and (ii) continue any separate accounting until the end of the 18-month period if he or she has notice that the alternate payee is attempting to rectify any deficiencies in the DRO.

If the plan administrator is unable to resolve the DRO's qualified status within 18 months of the date payments would first be required under the DRO, then the DRO shall be treated as not qualified with respect to continued withholding of any benefit payments. All payments withheld during this period (together with interest thereon) are to be paid to the individual who would have received them if the DRO was never issued. Furthermore, any separate accounting will be eliminated, and if a separate account was established under a defined contribution plan the accumulated segregated amounts (together with earnings thereon) must be paid to the participant or transferred to his or her plan account. If the DRO is found to be qualified after the 18-month period, the provisions of the DRO shall only be applied prospectively.

17. **PLAN AMENDMENT AND TERMINATION:**

The right to amend, modify or terminate the plan is reserved to the Board of Trustees, in accordance with the Declaration of Trust. In addition, the continuance of the Plan is subject to the maintenance of collective bargaining agreements, which provide for contributions to the Fund.

The Plan may be terminated by the Board of Trustees and, in such event, all of the funds of the Plan shall be used for the exclusive benefit of Participants as of the date of termination of the Plan and to defray the expenses of the termination. In the event of discontinuance of the Plan, the net value of your individual account shall be determined as of the date of discontinuance. Expenses of terminating the Plan shall be deducted pro-rata from the net value of your individual account, and the balance shall be paid to you in one lump sum or applied to purchase an annuity for you under a group annuity contract as the Trustee shall in their sole discretion determine. Any annuity so purchased may be a fixed dollar or variable annuity, or both, and will be subject in all respect to the terms of the group annuity contract under which it is purchased.

Upon Plan termination or partial termination or discontinuance of contributions, your interest in the Plan as of the date of Plan termination, partial termination or discontinuance of contributions will be non-forfeitable.

No merger or, consolidation with, or transfer of assets or liabilities to any other plan shall be made unless your benefit after the termination, merger, consolidation or transfer, is equal to or greater than the your benefit immediately before the merger, consolidation or transfer if the Plan had then terminated.

18. **PARTICIPANT'S RIGHTS AND PROTECTION UNDER ERISA:**

As a participant in the Steamfitters Surety Fund Local Union No. 475, 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:

Examine, without charge, at the plan administrator's office, 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.

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 a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive a benefit 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. 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.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a surety benefit or exercising your rights under ERISA. If your claim for a surety benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

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

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or your rights under ERISA you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W. Washington D.C. 20210.

19. **DISCLOSURE INFORMATION REQUIRED BY ERISA:**

- (a) Name of Plan and Employer Identification Number:
Steamfitters Surety Plan Local Union No. 475
E.I. No. 22-2351695 Plan No. 002

(b) Name and Address of Union and Employer Associations:
Steamfitters Local Union No. 475 of the United Association, located at 136 Mt. Bethel Road, Warren, New Jersey 07059, representing the employees and The Mechanical Contractors Association of New Jersey, Inc., located at 211 Mountain Avenue, Springfield, New Jersey 07081, representing the most significant group of employers. Participants and beneficiaries may receive from the plan administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan, and if so, the sponsor's address.

(c) Type of Plan:

Profit Sharing, ERISA 404(c)

This Fund is tax exempt Fund and qualified under I.R.S. Code Section 401(a).

(d) Operation and Administration:

The operation and administration of the joint responsibility of the Board of Trustees consisting of, as of July 1, 2009.

Union Trustees

Michael P. Mulvaney

Gregory K. Casey

Edward A. Fraass, Jr.

Robert Sherlock

Shaun P. Sullivan, Sr.

Employer Trustees

John L. Russomano

A. Michael Candido

Alan P. O'Shea

Robert B. Snyder, Sr.

Robert B. Snyder, Jr.

With offices at 136 Mt. Bethel Road, Warren, New Jersey 07059

Telephone: (908) 754-1032.

The Trustees listed above are the Administrators of the Plan and the agent for service for process and notices.

(e) Collective Bargaining Agreements & Contributions:

Parties to the Collective Bargaining Agreement relating to the Plan are the Steamfitters Local Union No. 475 and the contributing employers. The collective bargaining agreement contains a clause providing for the rate of contribution to the Surety Fund, and a copy is available for your examination upon written request to the Board of Trustees.

(f) Funding Medium:

The Steamfitters Surety Fund Local Union No. 475 is the funding medium used for the accumulation of assets and through which benefits are provided, and with the exception that you self direct the investments in your individual account, it is administered by the Board of Trustees.

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