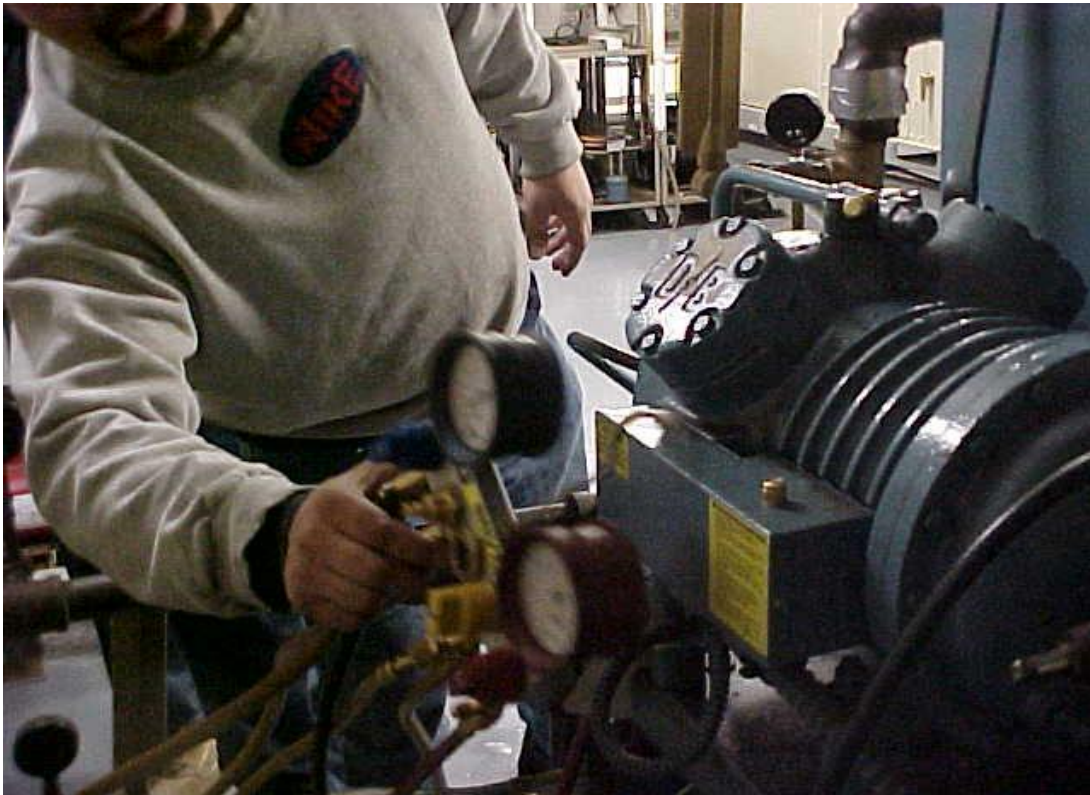


THE METAL TRADES BRANCH LOCAL 638 PENSION FUND

SUMMARY PLAN DESCRIPTION



THE METAL TRADES BRANCH LOCAL 638 PENSION FUND
Enterprise Association Local Union 638
United Association, AFL-CIO

April 2006

OFFICES OF THE METAL TRADES BRANCH LOCAL 638 PENSION FUND

General Office

5 Penn Plaza
New York, New York 10001-1887
Telephone: (212) 465-8888
Website: www.steamfitters.com
E-Mail: FundOffice@steamny.com

Fund Administration

Kevin J. Driscoll, Administrator
Peter J. Ruffner, Assistant Administrator
William J. Turnbull, Controller

TRUSTEES OF THE PENSION FUND

Employee Trustees

John J. Torpey, Co-Chairman
John Cahill
Richard B. Roberts

Enterprise Association
Metal Trades Branch Local Union 638
32-32 48th Avenue
Long Island City, New York 11101-2416

Employer Trustees

Jerome Morreale, Co-Chairman
Marc Newman
Donald J. Steffen

Service Contractors Division of the
Mechanical Contractors Association of New York, Inc.
44 West 28th Street
New York, New York 10001-4212

**THE METAL TRADES BRANCH LOCAL 638
PENSION FUND**

SUMMARY PLAN DESCRIPTION

The purpose of this booklet is to provide a summary of the provisions and benefits of the Metal Trades Branch Pension Fund. This booklet replaces and supercedes all previously issued booklets and summarizes the benefits in effect as of April 1, 2006. 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 case 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.

To All Participants in the Metal Trades Branch Local 638 Pension Fund:

The Metal Trades Branch Local 638 Pension Fund has been designed to contribute to your financial security when your working career is completed. 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.

If you have any questions that are not answered in this booklet, please contact the Fund Office for more information.

**The Trustees of
The Metal Trades Branch Local 638 Pension Fund**

UNION TRUSTEES

John J. Torpey (Co-Chairman)
John Cahill
Richard B. Roberts

EMPLOYER TRUSTEES

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

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**THE METAL TRADES BRANCH LOCAL 638
PENSION FUND**

IDENTIFYING THE PLAN

Name of Plan

The full, official name of the Plan is ~~the~~ ~~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 and Telephone Number of the Board of Trustees which administers the Plan:

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

The Trustees as of April 1, 2006 are: William Abbate, Patrick Dolan, Raymond W. Hopkins, Charles Krass, Jerome Morreale, Marc Newman, Donald J. Steffen and John J. Torpey.

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 Year Ends:

June 30

Type of Administration:

Trustee Administration

Agent for Service of Legal Process:

Kevin J. Driscoll, Administrator
The Metal Trades Branch Local 638 Pension Fund
5 Penn Plaza
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.

Name and Address of Trustees:

Employee Trustees

John J. Torpey	Enterprise Association Metal Trades Branch
John Cahill	Local Union 638
Richard B. Roberts	32-32 48th Avenue
	Long Island City, NY 11101-2416

Employer Trustees

Jerome Morreale	Service Contractors Division of the
Marc Newman	Mechanical Contractors Association of New York, Inc.
Donald J. Steffen	44 West 28th Street
	New York, NY 10001-4212

Collective Bargaining Agreements & Contributions:

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 Service Contractors Division of the Mechanical Contractors Association of New York, Inc., representing itsq 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 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 credit with a contributing employer within the 12-month period following your date of employment, or, at the beginning of a fiscal year when you first complete 1,000 hours of credited service.

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

- You suffer a Permanent Break in Service before you become vested in the Plan.
- You should die prior to retirement.

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?

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 a 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.

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, the first one year break will be ignored if the break in service is a result of a parenthood event+if you prove to the satisfaction of the Trustees the reason for and duration of such 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.

What happens if I have a Break in Service?

Beginning January 1, 1987:

If you have earned 5 or fewer years of service credits, you will have a Permanent break in service if you have at least 5 consecutive One Year Breaks in Service, including at least one after 1986.

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 a least 450 hours of credited 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?

On and after January 1, 1987, 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.

What happens if I am called into military service?

Your active military service may count for purposes of earning Future 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 Credited 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:

Length of Military Service

Reemployment Deadline

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.

Entitlement to Benefits

Who is entitled to Benefits?

Effective July 1, 1998, you will be vested in the Pension Plan if you have 5 years of *Future Service Credit*, with at least an hour of credited 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 service credits which were not canceled due to a permanent break in service.

If you have 15 or more years of service credit, you can apply for an Early Pension between the ages of 60 and 65.

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.

ELIGIBILITY FOR AN EARLY PENSION:

If you are age 60 but not 65 and have at least 15 years of service credits, 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.

What happens if I become disabled?

Effective July 1, 1999, if you have at least 10 years of service credits and have been awarded Social Security Disability benefits, you will meet the eligibility requirements for a Disability Pension. 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 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.

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. It is important to know that while

you are on Deferred Pension Status, you will not be eligible for the Death Benefit provided in the Plan.

RECIPROCAL PENSION CONTRIBUTIONS:

The Board of Trustees have 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 make 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.

How do I apply for a Pension Benefit?

A completed application for pension benefits should be submitted to the Fund Office at least 30 days, but no more than 90 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 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:

- 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. 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~~ **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~~ **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.

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 on 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.

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.

BENEFIT FORMULA:

The monthly accrued benefit in effect as of July 1, 2005 is equal to total of the following provided you have earned continuous years of service credits through June 30, 2005:

- a) \$3.50 for each year of Past Service Credit which are 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);
- b) \$33.00 for each year of *Future Service* credit earned;
- c) 3% of total accumulated employer contributions to date of retirement;
- d) 3% of accumulated employer contributions during the period July 1, 1965 to June 30, 1992.

If you retire before age 65, your accrued monthly benefit will be reduced by $\frac{1}{2}$ of 1% for each month under age 62.

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

The following is an EXAMPLE of a retirement computation:

Assumed Employee Data:

Effective Date of Retirement:	July 1, 2005
Date of Birth of Retiree:	June 25, 1940 (age 65)
Date of Birth of Spouse:	May 15, 1944 (age 61)
a) Years of Participation prior to 7/1/65 (date contributions commenced):	1
b) Years of Participation from 7/1/65 to Retirement Date:	40
c) Total Accumulated Contributions from 7/1/65 to Retirement Date:	\$55,000.00
d) Accumulated Contributions from 7/1/65 to 6/30/92:	\$31,267.00

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

Calculation of Monthly Benefits:

a) 1 year x \$3.50:	\$	3.50
b) 40 years of consecutive service X \$33.00		1,320.00
c) \$55,000.00 X 3%		1,650.00
d) \$31,267.00 X 3%		<u>938.01</u>
TOTAL MONTHLY PENSION:	\$	<u>3,911.51</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 \$3,911.51, 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 \$3,387.37, 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 \$1,693.68 would be payable for her lifetime.

If he elected the 50% Joint & Survivor Pop-Up Option, the benefit would be reduced to \$3,363.90, 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 \$1,681.95 would be payable for her lifetime. However, if his spouse predeceases the participant, his benefit would pop-up to \$3,911.51 for his lifetime.

PRE-RETIREMENT 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 future 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 are not vested in the Plan and if you are not credited with at least 450 hours of credited service in two successive fiscal Plan years prior to your death, you will not be eligible for any benefit provided for in the Plan.

PRE-RETIREMENT SPOUSE'S BENEFIT:

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 a 100% Joint and Survivor benefit beginning when you would have been age 60 or, if you are over age 60 at your death, payable the first of the month following your death.

The amount would be reduced, if applicable, for early retirement. 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 Death Benefit section above shall be payable to your designated beneficiary, provided you were credited with at least 450 hours of credited service within the two successive fiscal Plan years prior to your death. It should be noted that the Pre-Retirement Spouse's Benefit does *not* have a 60 month payment guarantee.

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 die prior to having met the age requirement for a Normal or Early Retirement Pension, the 100% Survivor Pension payable to your spouse will not start until you would have reached your earliest retirement age under the Plan.

Should your spouse die before the commencement of her Spouse's Benefit, and, if at the time of your death, you are not on *Deferred Pension* status, the Death Benefit, as described above, will be payable to your contingent beneficiary.

If you were vested and on active status at the time of your death, your surviving spouse will be given the opportunity to elect either the Spouse's Benefit or the Pre-Retirement Death Benefit as discussed above.

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

If the lump sum death benefit is paid to a beneficiary other than a surviving spouse, the beneficiary may elect not to have taxes withheld or, if withholding is requested, 10% of the distribution will be deducted for federal taxes.

POST-RETIREMENT DEATH BENEFITS:

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

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. 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. If you are below age 65, your benefits will be suspended if you work one or more hours. At age 70½, there is no restriction on the number of hours you may work.

OTHER INFORMATION

Appeals Procedure:

If your claim for benefits is denied, you will receive a written notice explaining the reasons for denial. You will then have 60 days after you receive the denial to request in writing to appeal your case before the Board of Trustees. You can appeal personally or through a representative. The Trustees will review any new evidence or testimony that you may have. After review, the Trustees will notify you in writing of their final decision, which will include explanations and reasons if your claim is denied.

Anti-Alienation of 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.

Contributions to the Plan:

The total costs and expenses associated with the Plan are paid from the Pension Fund. The contributions to the Pension Fund are made in accordance with collective bargaining agreements between the Union and the Employers or other agreements with the Plan. Plan benefits are based on an actuarial evaluation of the benefits which can be provided by the agreed-upon employer contribution.

Funding Medium:

The Metal Trades Branch Local 638 Pension Fund is the funding medium used for the accumulation of assets and through which benefits are provided, and which is administered by the Board of Trustees. Plan assets are held in trust and invested by a corporate trustee and investment managers which are selected by the trustees.

Mellon Global Securities Services is the Plan's corporate trustee.

The Plan's investment managers are Boston Partners Asset Management LLC, Enhanced Investment Technologies, LLC (INTECH), ICC Capital Management, Inc., Pacific Investment Management Company, LLC, Prudential Investment Management, Inc., Robert E. Torray & Co., Inc. and The Union Labor Life Insurance Company.

Plan Termination Insurance:

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 its 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:

The Trustees intend to continue the Plan indefinitely but reserve the right to terminate it if necessary. If the Plan should be terminated, it will not affect your right to any Regular or Early Pension benefit already in pay status (i.e. already awarded).

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, the Plan cannot pay an annual life annuity benefit in excess of \$175,000 (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 \$175,000 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 a Joint Board of Trustees, 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). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the 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. 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 annual report.

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 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 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 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 or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, 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, U.S. Department of Labor, listed in our 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.