



STEAMFITTERS EDUCATION FUND

LOCAL UNION No. 475

Summary Plan Description

For Active Participants

Effective January 1, 2009



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LOCAL UNION No. 475**

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

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1. COVERAGE AND ELIGIBILITY

The Education Fund was established through collective bargaining between Steamfitters Local Union No. 475 and various employers and is administered by a joint Board of Trustees representing labor and management.

You are eligible for Education Fund coverage if you apply to and are accepted into the Education Fund's Apprenticeship Program.

2. TERMS AND BENEFITS

The Education Fund is governed by an Agreement and Declaration of Trust or Trust Agreement. The Education Fund sponsors a Joint Apprenticeship Program. The Apprentice is required to sign an Apprenticeship Agreement with the Joint Apprenticeship and Training Committee (JATC) of Local Union Number 475 of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the Plumbing and Pipefitting Industry of the United States and Canada. The Apprentice signs the United States Department of Labor Program Registration and Apprenticeship Agreement Form ETA 671. The Apprenticeship Program includes the Standards of Apprenticeship of Steamfitters and Pipefitters Local Union 475, the Apprentice Rules and Regulations, the School Rules, as well as the Collective Bargaining Agreement between the Steamfitters Pipefitters and Apprentices Local Union No. 475 of Essex County, Union County, Portions of Hunterdon, Mercer, Middlesex, Morris, Somerset and Warren Counties and All of Their Accredited Territories in New Jersey and the Mechanical Contractors Association of New Jersey, Inc. Additionally, the Apprenticeship Program maintains an Affirmative Action Plan, a Selection Procedure, and Standards. Please see these documents for specific provisions.

3. CLAIMS REVIEW AND APPEALS PROCEDURE

The Steamfitters Education Fund Local Union No. 475 (Fund) is a joint labor-management employee benefit trust fund, financed by contributions fixed by collective bargaining or other written agreements, and administered by an equal number of Trustees designated by the contributing employers and by the union pursuant to an Agreement and Declaration of Trust (Trust Agreement), which may be amended from time to time. The Trust Agreement gives the Board of Trustees authority and discretion to determine benefits, and the Trustees have accordingly adopted a Plan of benefits and rules. The Trustees may, in their 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, and all determinations on benefit claims and appeals, are subject to the discretion of the Board of Trustees, whose determinations are final and binding.

If a Claimant wishes the Board of Trustees to review any issue or complaint of violations concerning his Apprenticeship Agreement or standards or benefits or rules under the Fund, the Claimant may file a request for review of its disposition or adverse benefit determination by appealing to the Board of Trustees of the Fund in writing, within 180 days after receiving written notice of the Fund's action. Send your appeal to the Fund office and address it to the Board of Trustees. 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 Fund, 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. 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 or appeal will be final and binding.

Following an adverse benefit determination on review, an apprentice may appeal to the Bureau of Apprenticeship and Training of the U.S. Department of Labor or bring a civil action under Section 502(a) of ERISA.

4. AMENDMENT OR TERMINATION

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

If it ever becomes necessary to terminate the Plan, the Trust Agreement provides that assets then held by the Trustees must be used exclusively on behalf of Plan Participants and to defray the cost of reasonable administration and termination expenses. In no event will any of the assets revert to any Employer or to the Union. In the event of termination of the Plan, the Trust funds are to be used exclusively to continue the payment of benefits provided to eligible Plan Participants, their Dependents, beneficiaries, or their estates, to defray reasonable administration and termination expenses, and to otherwise effectuate the purpose of the Trust Fund. Upon the necessity for termination, the Trustees would establish a plan to be applied to the balance of assets in the Trust Fund so that the assets would be applied solely for these purposes.

Upon final liquidation of the Trust Fund, Plan Participants and beneficiaries would have no further rights or interest in the Plan.

5. STATEMENT OF RIGHTS UNDER ERISA

As a participant in the Steamfitters Education 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.

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 benefit or exercising your rights under ERISA. If your claim for a 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, which is denied or ignored, in whole or in part, you may file suit in a state or 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.

6. DISCLOSURE INFORMATION REQUIRED BY ERISA:

(a) Name of Plan and Employer Identification Number:
Steamfitters Education Fund Local Union No. 475
E.I. No. 22-6033161, Plan No. 502

(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:

Welfare Plan

(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 Education Fund, and a copy is available for your examination upon written request to the Board of Trustees.

(f) Funding Medium:

Contributions to the Fund are paid by your Employer on your behalf as determined by your work hours reported the Fund Office by your Employer during the Plan year. The collective bargaining agreements require contributions to the Plan at the fixed rates per hour worked. The Steamfitters Education Fund Local Union No. 475 is the funding medium used for the accumulation of assets and through which benefits are provided. It is administered by the Board of Trustees.

NOTHING IN THIS SUMMARY PLAN DESCRIPTION IS MEANT TO INTERPRET OR EXTEND OR CHANGE IN ANY WAY THE PROVISIONS EXPRESSED IN THE PLAN. THE TRUSTEES RESERVE THE RIGHT TO AMEND, MODIFY OR DISCONTINUE ALL OR PART OF THIS PLAN WHENEVER, IN THEIR JUDGMENT, CONDITIONS SO WARRANT.