





**SHEET METAL WORKERS' LOCAL UNION NO. 80 PENSION TRUST FUND**

**SUMMARY PLAN DESCRIPTION**

**of the**

**PENSION PLAN FOR PRODUCTION AND SERVICE EMPLOYEES**

(As of December 1, 2018)

**IMPORTANT NOTICE**

The question and answer outline of the Pension Plan for Production and Service Employees describes the Plan as it was on December 1, 2018. **If you were not an active participant on December 1, 2018, or have not become one since then, your rights, if any, will be determined by the Plan in effect at the time you separated from employment.** If you have any questions about your status as a participant, contact the Fund Office. However, any response cannot modify or contradict the written terms of the Plan.

**One word of caution:** NO ONE HAS THE AUTHORITY TO SPEAK FOR THE BOARD OF TRUSTEES IN INTERPRETING THE ELIGIBILITY RULES OR BENEFITS OF THE FUND EXCEPT THE FULL BOARD OF TRUSTEES.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN.**

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## INTRODUCTION

To All Participants:

We are pleased to provide you with this summary description of the Pension Plan for Production and Service Employees. As you read through it, keep in mind that it is an effort to summarize simply the principal provisions of the formal Plan. It is not intended to cover every detail of the Plan or every situation that might occur. We have tried to make the summary accurate and complete, but it is not a substitute for the Pension Plan itself. If there is any conflict or difference between this summary and the formal Plan, the Plan and not this summary will control.

So that you may have the governing formal document available to check out any details you wish, we have also had printed the formal Pension Plan for Production and Service Employees, including all amendments adopted to date by the Board of Trustees. It follows immediately after the summary description.

You should read this material carefully and keep it for reference. It will help you understand how the Plan works, what rights and benefits it provides for you and your beneficiaries and how to obtain those benefits.

If any material changes are made you will receive a summary of material modifications, which is a cumulative report of changes in the Plan that affect the information in this Summary Plan Description made after it was printed. Like this Summary, it is intended as a general statement of the changes and is not a substitute for the Plan itself.

If you have any doubt or question about any provisions of the Plan or the summary or your rights under the Plan, do not hesitate to contact the Fund Office, preferably in writing, to have your doubt or question answered.

### Board of Trustees

Jeff Laski	Tim Mulligan
Todd Hill	Randy Harding
Phillip McShane	Dennis Marentette
Matthew Cramer	Frank Livingston

December 2018

**In the case of a conflict, the Plan, and not this Summary, will govern.**

## **GENERAL INFORMATION**

The Sheet Metal Workers' Local Union No. 80 Pension Trust Fund was created through collective bargaining.

It is sponsored and administered by a board of eight Trustees. Four of the Trustees are elected by the membership of Sheet Metal Workers' Local Union No. 80 (the "Union") and four are appointed by the SMACNA Metropolitan Detroit Chapter, Inc. (the "Association"). The Board of Trustees is the legal Plan Administrator and it has engaged the firm of BeneSys, Inc. as Plan Manager to operate the program on a day-to-day basis. The Fund has been assigned an employer identification number (EIN) by the Internal Revenue Service. It is 38-6105633. The Plan Number is 001.

The Pension Plan for Production and Service Employees established by the Board of Trustees is considered by the Federal government to be a defined benefit pension plan subject to the Employee Retirement Income Security Act of 1974, as amended, usually referred to as ERISA.

The Plan is funded through the Trust Fund, which receives contributions made by employers at rates specified in collective bargaining agreements between the employers and the Union. Employees may not make contributions to the Fund. Any participant may receive, upon written request to the Fund Office, information about whether a particular employer is contributing to the Fund and, if so, the employer's address.

Any amendment to the Plan that modifies, reduces or terminates the provision of any benefit payable under the Plan may be made at any time, as permitted by law, by majority action of the Board of Trustees and may be made retroactively in order to qualify and maintain the qualified status of the Plan and Trust under applicable provisions of the United States Internal Revenue Code and ERISA.

If you have questions about the Pension Fund, you should contact the Pension Department at the Fund Office, the Plan Manager or the Board of Trustees. However, any response cannot modify or contradict the written terms of the Plan.

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## **ERISA RIGHTS**

As a participant in the Pension Plan for Production and Service Employees of the Sheet Metal Workers' Local Union 80 Pension Trust 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 you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a 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

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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, 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, 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. The web site address for the Employee Benefits Security Administration of the U.S. Department of Labor is <http://www.dol.gov/ebsa>.

### **NOTICE OF YOUR RESPONSIBILITY TO KEEP RECORDS**

The Fund has set up an employer audit and collection program to make sure that your employers pay the pension contributions owed to the Fund for your hours of work. But, it is your responsibility to keep records of your employment, including the names of your employers, your pay stubs, and other information that proves you worked and for how many hours, so that if one of your employers fails to pay the required contributions or keep records of your work, the Fund will have the information necessary to grant you the Years of Credited Service and benefits to which you are entitled. Each year you will receive a Benefit Estimate Statement, which provides you with information concerning your pension benefits based on information available to the Pension Fund. If you believe that information is incorrect or incomplete, you must notify the Fund in writing immediately. Any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing is barred unless the complaint is filed within three years from the date the incorrect information was first reported in the Statement; however, you must first go through the Fund's claim and appeal process before you can bring a suit in Court.

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**SUMMARY DESCRIPTION  
of the  
PENSION PLAN FOR PRODUCTION AND SERVICE EMPLOYEES**

**I. PARTICIPATION, CREDITING, VESTING AND SEPARATION**

**Who may become a participant?**

If you are a production or service employee represented by Sheet Metal Workers' Local Union No. 80 and the collective bargaining agreement covering you requires that your employer contribute to this Pension Fund, or if there is in effect another written agreement between your employer and the Fund which requires that your employer contribute to the Fund on your behalf, you may become a participant.

**When do I become a participant?**

You become a participant on the first day of the month following the day you first perform an hour of service for which contributions are required to be made to the Pension Fund.

**What is a Plan Year?**

A Plan Year is a consecutive twelve-month period beginning on a June 1 and ending on May 31. All of the records of the Fund are kept on a Plan Year basis.

**What is an hour of service?**

Hour of service is a legal term used to comply with Federal law. It is any hour of work for which you are paid or entitled to payment by your employer or any hour for which back pay is awarded for work you would have performed for your employer.

**What is a Year of Credited Service?**

Your benefit accrual is determined by the Years of Credited Service you earn. For the period after June 1, 1977, your Years of Credited Service will be equal to the number of hours of service you earn, divided by 1,400 and rounded to the nearest 1/10th of one year. For the Plan Year beginning June 1, 1976, and ending May 31, 1977, your Years of Credited Service will be equal to the number of hours of service you earned, divided by 1,500. For the period June 1, 1964, through May 31, 1976, your Years of Credited Service will be equal to the number of hours for which an employer contributed on your behalf, divided by 1,700 for the period June 1, 1964 through May 31, 1973, and divided by 1,500 for the period June 1, 1973, through May 31, 1976.

You will also be credited with the Years of Credited Service you had earned as of June 1, 1964 under the Sheet Metal Workers Local Union No. 105 Pension Plan and/or the Sheet Metal Workers Local Union No. 281 Pension Plan.

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If you are not able to work full time because of a medical disability, you may be eligible to receive a full Year of Credited Service for any Plan Year in which you perform at least 700 hours of work during which your disability continues **provided** you notify the Board of Trustees in writing within three years of the start of your disability, and your disability is confirmed by a licensed physician. Such credit is given only if the Board of Trustees determines that your disability prevented you from working more hours than you worked.

If you are working for an employer that contributes to this Fund, but you are not doing sheet metal work covered by a collective bargaining agreement, you should contact the Fund Office immediately to provide information about your employment because you may be entitled to Vesting Service even though you are not earning Credited Service for that employment.

**Special Notice:** The Fund has set up an employer audit and collection program to make sure that your employers pay the pension contributions owed to the Fund for your hours of work. But, **it is your responsibility to keep permanent records of your employment**, including the names of your employers, your pay stubs, and other information that proves you worked and for how many hours, so that if one of your employers fails to pay the required contributions or to keep records of your work, the Fund will have the information necessary to grant you the Years of Credited Service and benefits to which you are entitled. Each year you will receive a Benefit Estimate Statement, which provides you with information concerning your pension benefits based on information available to the Pension Fund. If you believe that information is incorrect or incomplete, you must notify the Fund in writing immediately. Any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing is barred unless the complaint is filed within three years from the date the incorrect information was first reported in the Statement; however, you must first go through the Fund's claim and appeal process before you can bring a suit in Court.

### **Is there a limit to the number of Years of Credited Service I may earn?**

Your Years of Credited Service may not exceed the number of elapsed Plan Years between June 1, 1964 or, if later, the date on which you last became a participant (either under this Plan or the Plan for Construction Employees) and your Date of Determination (see the explanation of Dates of Determination on page S-13 of this Summary). Any limitation in service for a participant with service in both Plans shall be first applied to reduce service under the Plan with the lower applicable benefit rate.

If the total number of hours of service credited to you during any Plan Year exceeds 1,400, the number of hours of service in excess of 1,400 are considered "excess hours of service." Excess hours of service credited in one Plan Year may be used for your vesting and benefit accrual in another Plan Year as follows:

- 1) For any Plan Year in which you are credited with less than 1,400 hours of service (a "short" Plan Year), the excess hours of service from another Plan Year(s) may be used to obtain 1,400 hours of service in the short Plan Year, provided that you

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are or were an Active Participant during the short Plan Year in which such excess hours of service are used.

- 2) Excess hours of service cannot be used to cure a Break in Service (see the explanation of a Break in Service on page S-8 of this Summary).
- 3) Excess hours of service cannot be used during Plan Years in which you are receiving Disability Benefits under this Plan, provided that excess hours of service may be used to obtain 700 hours of service for the Plan Year in which you became disabled so long as you are credited with at least one hour of service in that Plan Year.

**Am I entitled to Years of Credited Service for the time I spend in the military or other uniformed services?**

Yes, under certain circumstances. You will be given credit for benefits, eligibility and vesting for the period you actually served, if you:

- 1) serve no more than five (5) consecutive years (unless your service is extended at the government's request); and
- 2) return to work for a contributing employer within twelve (12) months of your discharge, or within twenty-four (24) months of your discharge if you are recovering from an injury or disability you received or that was aggravated as a result of your service in the Armed Forces or other uniformed service.

If you are a Reservist or National Guardsman and are called to active service and you return to work within the time(s) set forth in paragraph (2), above, when your active service ends, you will also be given such credit.

The credit you are given will be calculated on the average number of Hours of Service with which you were credited in each month during the three (3) Plan Years **or** the twelve (12) consecutive months immediately before you entered the military or uniformed service, whichever is higher. However, if you first participated in the Plan less than three (3) Plan Years before you entered military or uniformed service, then the credit you are given will be calculated on the average number of Hours of Service with which you were credited during the period from the month after you became an employee to the month before you entered military or uniformed service **or** the twelve (12) consecutive months immediately before you entered the military or uniformed service, whichever is higher.

If you die while serving in the Armed Forces or other uniformed service, your beneficiary will be entitled to any additional benefits (other than benefit accruals relating to the period of your service in the Forces) provided under the Plan to which your beneficiary would have been entitled had you resumed and then terminated employment on account of death, on the date of your death.

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### **May Years of Credited Service once earned be lost?**

Yes. If you are credited with fewer than 435 hours of service during a Plan Year, you accrue a Break in Service Year. If you accrue three consecutive Break in Service Years, you will suffer a Break in Service. The date of your Break in Service will be the last day of the last Plan Year in which you were credited with at least 435 hours of service.

If you suffer a Break in Service when you are not vested, all your Years of Credited Service and Vesting Service will be forfeited when you suffer five consecutive Break in Service Years.

You will not accrue a Break in Service Year if the reason you do not work in the bargaining unit is because (a) you are serving in the Armed Forces of the United States (see above regarding earning Years of Credited Service for time spent in the military) or (b) you are engaged in service with the International Union or serving on the International Union's staff.

Absences related to pregnancy, child birth or adoption of a child will not ordinarily result in accrual of a Break in Service Year, but it is necessary that you notify the Fund Office within 90 days in advance of any such absence or, if you can show a good reason for the delay, later (but not more than 30 days after the end of the Plan Year in which the absence started).

### **Are there other ways in which I could be disqualified or ineligible for benefits, or could be denied, lose, or otherwise forfeit any benefits?**

Under certain circumstances, your benefits under the Plan may be denied, reduced or suspended, in addition to the ways included in the information above. These circumstances include but are not limited to the following:

- A. If your benefit exceeds the maximum limitations established by law, it will be reduced. The maximum benefit amount varies depending on your age at pension commencement and year of retirement.
- B. If you join an excluded class of employees, you may not be eligible for further Plan participation or accruals, and this may affect part or all of your future retirement benefits.
- C. A Break in Service may affect you in several ways. Upon returning to work, you may have to fulfill the participation requirements as if you were a new employee first starting to work before you become eligible to re-enter the Plan. Your prior Years of Credited or Vesting Service could be affected if you suffer a Break in Service. If so, the amount of your Vested Benefit may be affected (see the questions below).
- D. Pre-retirement disability may result in ineligibility for future additional benefit accruals and limit your retirement benefits to those earned prior to your disability.

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- E. In the event of termination of the Plan, if the amount of your benefit exceeds the limit guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a portion of your benefit.
- F. If you engage in employment after your retirement which results in suspension of benefits under the Plan, you will lose the monthly benefits during that period of employment permanently, and if you received any monthly benefits while engaged in this employment before your benefits were suspended, the Fund can recoup the amount of those monthly benefits you were paid, but should not have been paid, from your future benefits (see Return to Work, below).
- G. The Board of Trustees may, at any time, amend the Plan to change or eliminate certain benefits that are not considered accrued benefits or vested benefits. Disability Benefits, Death Benefits and supplemental benefits are some types of benefits that are not accrued or vested.
- H. The Board of Trustees may amend the Plan to reduce or eliminate the following “adjustable benefits” under certain circumstances related to the Fund’s level of funding:
  - Early retirement subsidies (that is, early retirement reduction factors that are more favorable than the actuarial equivalence);
  - Benefit payment options other than a qualified joint-and survivor annuity (QJSA);
  - Any recent benefit increases (i.e., occurring in past five years).

Payment of all Plan benefits is subject to the individual meeting all requirements of the Plan. If the Fund pays a benefit, and subsequently finds out that the recipient failed to meet the requirements for receiving that benefit, the Fund can terminate that benefit, recover the amount paid to which the recipient was not entitled, and/or deduct such amounts from any future benefits.

### **What is Vesting Service?**

Your eligibility for retirement and death benefits is determined by your Vesting Service. No more than one Year of Vesting Service can be earned in any one Plan Year. When you have earned five (5) Years of Vesting Service, you are 100% vested.

You accrue a Year of Vesting Service for each Plan Year after June 1, 1976, for which you are credited with at least 870 hours of service. You will earn partial Years of Vesting Service for any Plan Year you are credited with at least 435 but less than 870 hours of service, calculated by dividing your hours of service by 1,400 and rounded to the nearest 1/10th of one year. Your Years or partial Years of Vesting Service will never be less than your Years or partial Years of Credited Service.

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In addition, you will accrue a Year of Vesting Service for each Plan Year in which you perform work for one or more covered employers **outside** the bargaining unit represented by Local 80 for at least 870 hours (and a partial Year of Vesting Service for each Plan Year in which you work at least 435 but less than 870 hours). This is called “contiguous service” and is defined in Article III, Section 3.2(b) of the Pension Plan.

You will also receive Vesting Service credit for (1) up to 435 hours you work during a Plan Year under the Architectural and Specialty Contractor’s Division of the Sheet Metal Industry Collective Bargaining Agreement; and (2) up to 435 hours you work under the terms of a Residential Agreement between your employer and Local 80.

### **What does it mean to be vested?**

It means that you have earned the right to certain (not all) benefits which can never be taken away from you even if you stop working for contributing employers and leave the trade, the bargaining unit, or the area.

If you become a separated participant, the Fund will, upon application, determine the amount of your vested benefit, payable at age 65.

### **When would I become a separated participant?**

If you suffer a Break in Service, you are considered to have separated from employment at the trade and to be a separated participant (also referred to as a former participant) as of the last day of the last Plan Year in which you were credited with at least 435 hours of service.

### **What does it mean to be a separated participant?**

It means that the only benefit you are eligible to receive is your vested benefit, as determined and calculated in accordance with the benefit rate in effect at the time you separated.

### **Does separation from employment at the trade do anything to my vested rights?**

No. If you are vested when you separate, you remain vested.

### **What happens if I separate because of a Break in Service and then return to work in the bargaining unit for a contributing employer?**

If you **were** vested when you incurred your Break in Service, when you return to bargaining unit work for a contributing employer, you will again become an active participant when you are credited with an hour of service, and you will have all of the Years of Credited Service and Vesting Service you had when you separated.

If you were **not** vested and you incurred a Break in Service, all of your Years of Credited Service and Vesting Service were cancelled at the time of your Break in Service, and you will become an active participant when you are credited with an hour of service. However, Years of

**In the case of a conflict, the Plan, and not this Summary, will govern.**



Credited Service and Vesting Service cancelled due to a pre-vesting Break in Service can be restored under certain circumstances.

If your Break in Service was prior to June 1, 1985 and, after that Break, you returned to work for a contributing employer after June 1, 1977 but prior to June 1, 1985, and accrued at least 435 Hours of Service in a Plan Year, your Years of Credited Service and Years of Vesting Service that were cancelled as a result of your Break in Service will be reinstated if the number of Plan Years between the date of the Break in Service and the first day of the subsequent Plan Year in which you accrue at least 435 Hours of Service does not exceed the number of Years of Vesting Service you had on the date of your Break in Service.

If your Break in Service was after June 1, 1985, your cancelled Years of Vesting Service and Years of Credited Service earned prior to such Break in Service can be reinstated if you return to work for a contributing employer for at least 435 Hours of Service within a Plan Year before you accrued five (5) consecutive one-year Breaks in Service Years.

### **What does it mean to retire?**

For purposes of the Plan, the term “retire” means the complete cessation of all kinds of work within the work and geographical jurisdiction of the Union, whether or not that work is performed for a contributing employer. If you continue to work as a sheet metal worker or if you return to work as a sheet metal worker shortly after you retire, it may be evidence that you did not intend to and did not actually retire. It is important to note that the requirement to retire is separate and distinct from the Plan’s Return to Work and Suspension of Benefits rules.

If you do not retire on or before the date you certify in your application for benefits, you will not be eligible for the effective date you request unless it is after the date you actually stop working and retire. You should contact the Fund Office if you have questions about your date of retirement.

Whether or not you retire, payment of normal retirement benefits must begin no later than April 1 of the calendar year following the calendar year in which you reach age 70 ½, even if you continue to work and do not apply for benefits.

### **What benefits does the Plan provide?**

The Plan provides seven kinds of benefits: normal retirement, early retirement, supplemental, deferred vested, deferred vested early, disability, and death. If a participant dies and is survived by a spouse, there may be a benefit payable to the surviving spouse. The eligibility requirements are not the same for these benefits.

**In the case of a conflict, the Plan, and not this Summary, will govern.**

### **Once I am vested, am I vested in all of these benefits?**

No. You are vested, subject to other eligibility requirements, in the normal, early, deferred vested or deferred vested early retirement benefit. Supplemental benefits, death benefits and disability benefits do not vest – they **never** vest because they are not accrued benefits and can be terminated by action of the Board of Trustees at any time.

For an explanation of how to calculate vested benefits, see page S-9 of this Summary.

## **II. NORMAL RETIREMENT BENEFITS**

### **When am I eligible for a normal retirement benefit?**

You are eligible for a normal retirement benefit when you retire while you are an active participant, and are at least 65 years old or, if later, when you have reached the fifth anniversary of the date you (1) initially commenced participation, or (2) commenced participation after your latest permanent Break In Service.

Payment of a normal retirement benefit must begin no later than April 1 of the calendar year following the calendar year in which you reach age 70½, even if you do not apply for benefits.

### **How is my normal retirement benefit calculated?**

Your monthly normal retirement benefit is the greater of:

- (i) your normal retirement benefit earned as of July 31, 2011 as determined below;
- or**
- (ii) your normal retirement benefit as determined below as of May 31, 2011, increased for each Year of Credited Service you earn thereafter by an amount equal to
  - a. For a Year of Credited Service earned in any Plan Year other than those expressly described below, the benefit rate shall be 62.5% of the benefit rate provided in the schedule below.
  - b. For each Year of Credited Service earned in Plan Years June 1, 2011 through May 31, 2014, the benefit rate shall be the lesser of: (1) the benefit rate as provided in the schedule below, and (2) \$10, and
  - b. For a Year of Credited Service earned in the Plan Year June 1, 2018 through May 31, 2019 only, the benefit rate shall be 72.9% of the benefit rate provided in the schedule below.

**In the case of a conflict, the Plan, and not this Summary, will govern.**

Your normal retirement benefit, subject to the limitations above, is determined by multiplying the number of Years of Credited Service you earned during each period of participation by the benefit rate for your Benefit Class in effect on each of your Dates of Determination. Your Date of Determination is the first day of the month next following the month in which you submit an application for retirement or, if later, the first day of the month on which you elect to begin receiving benefits. If you suffer one or more Breaks in Service, you may have additional Dates of Determination, which, for each Break in Service you suffer, it is the last day of the last Plan Year in which you were credited with at least 435 hours of service. Therefore, if you suffered one or more Breaks in Service, you will have more than one Date of Determination, and your benefit may be calculated at more than one rate.

You can determine the benefit rate or rates applicable to you from the chart below.

### **MONTHLY PENSION BENEFIT RATE FOR EACH YEAR OF CREDITED SERVICE**

Benefit Class	<u>Dates of Determination</u>						
	6/64 to <u>5/70</u>	6/70 to <u>5/73</u>	6/73 to <u>6/75</u>	7/75 to <u>5/76</u>	6/76 to <u>5/77</u>	6/77 to <u>5/78</u>	6/78 to <u>5/79</u>
1	\$4.38	\$6.25	\$6.88	\$7.13	\$7.13	\$7.13	\$7.13
2	5.63	7.50	8.25	8.69	8.69	8.69	8.69
3	6.88	9.06	9.75	10.25	10.25	10.25	10.25
4	8.13	10.94	11.25	11.82	11.82	11.82	11.82
5	8.13	13.13	13.38	13.38	13.38	13.38	13.38
6	8.13	13.13	14.25	14.95	14.95	14.95	14.95
7	8.13	13.13	15.75	16.50	16.50	16.50	16.50
8	8.13	13.13	17.25	18.07	18.07	18.07	18.07
9	8.13	13.13	18.75	19.63	19.63	19.63	19.63
10	8.13	13.13	18.75	19.63	20.70	20.70	20.70
11	8.13	13.13	18.75	19.63	20.70	23.13	23.13
12	8.13	13.13	18.75	19.63	20.70	23.13	25.45
13	8.13	13.13	18.75	19.63	20.70	23.13	25.45
14	8.13	13.13	18.75	19.63	20.70	23.13	25.45

Benefit Class	<u>Dates of Determination</u>								
	6/79 to <u>12/31/85</u>	1/1/86 to <u>5/31/87</u>	6/1/87 to <u>5/31/96</u>	6/1/96 to <u>5/31/97</u>	6/1/97 to <u>5/31/98</u>	6/1/98 to <u>5/31/99</u>	<u>6/1/99</u> to <u>5/31/00</u>	<u>6/1/00</u> to <u>5/31/03</u>	<u>6/1/03</u> and thereafter
1	\$7.13	\$7.13	\$10.80	\$11.80	\$13.80	\$17.49	\$18.36	\$18.57	\$18.98
2	8.69	8.69	13.20	14.20	16.20	\$20.33	\$21.35	\$21.60	\$22.07
3	10.25	10.25	15.60	16.60	18.60	\$23.16	\$24.32	\$24.60	\$25.14
4	11.82	11.82	18.00	19.00	21.00	\$26.00	\$27.30	\$27.62	\$28.23
5	13.38	13.38	20.30	21.30	23.30	\$28.72	\$30.16	\$30.51	\$31.18
6	14.95	14.95	22.70	23.70	25.70	\$31.55	\$33.13	\$33.52	\$34.26
7	16.50	16.50	25.10	26.10	28.10	\$34.39	\$36.11	\$36.53	\$37.33

**In the case of a conflict, the Plan, and not this Summary, will govern.**

8	18.07	18.07	27.50	28.50	30.50	\$37.23	\$39.09	\$39.54	\$40.41
9	19.63	19.63	29.80	30.80	32.80	\$39.95	\$41.95	\$42.44	\$43.37
10	20.70	20.70	31.50	32.40	34.50	\$41.95	\$44.05	\$44.56	\$45.54
11	23.13	23.13	35.20	36.20	38.20	\$46.33	\$48.65	\$49.22	\$50.30
12	25.45	25.45	38.70	39.70	41.70	\$50.46	\$52.98	\$53.60	\$54.78
13	28.00	28.00	42.60	43.60	45.60	\$55.07	\$57.82	\$58.49	\$59.78
14	28.00	29.70	45.00	46.00	48.00	\$57.91	\$60.81	\$61.52	\$62.87
15				48.80	50.80	\$61.22	\$64.28	\$65.03	\$66.46
16				51.70	53.70	\$64.65	\$67.88	\$68.67	\$70.18
17				54.50	56.50	\$67.95	\$71.35	\$72.18	\$73.77
18				57.30	59.30	\$71.26	\$74.82	\$75.69	\$77.35
19				60.20	62.20	\$74.69	\$78.42	\$79.33	\$81.07
20				63.00	65.00	\$78.00	\$81.90	\$82.85	\$84.67

### BENEFIT RATES UNDER PRIOR 281 PLAN

<u>Dates of Determination</u>		<u>Monthly Benefit Rate Per Year of Credited Service</u>
6/64 - 5/70		\$6.25
6/70 - 5/73		7.88
6/73 - 5/75		11.25
6/75 - 6/76		11.75
6/76 - 5/77		12.38
6/77 - 5/78		13.81
6/78 - 5/87:	Benefit Classes 1-11	13.81
	Benefit Classes 12-14	15.19
6/87 - 5/96:	Benefit Class 1-11	21.00
	Benefit Class 12-14	23.10
6/96 and thereafter	Benefit Classes 1-11	21.00
	Benefit Classes 12-20	23.10

A participant's Benefit Class shall be determined, in accordance with the schedule below, by the average annual contribution for the three (3) Plan Years (not necessarily consecutive) in which the highest contributions are made or required to be made to the Pension Fund based on work performed by the participant.

### AVERAGE ANNUAL CONTRIBUTION OF THREE HIGHEST PLAN YEARS

### BENEFIT CLASS

less than \$300	1
\$300 but less than \$400	2
\$400 but less than \$500	3
\$500 but less than \$600	4

**In the case of a conflict, the Plan, and not this Summary, will govern.**

\$600 but less than \$700	5
\$700 but less than \$800	6
\$800 but less than \$900	7
\$900 but less than \$1,000	8
\$1,000 but less than \$1,100	9
\$1,100 but less than \$1,330	10
\$1,330 but less than \$1,678	11
\$1,678 but less than \$2,078	12
\$2,078 but less than \$2,436	13
\$2,436 but less than \$2,958	14
\$2,958 but less than \$3,481	15
\$3,481 but less than \$4,003	16
\$4,003 but less than \$4,526	17
\$4,526 but less than \$5,049	18
\$5,049 but less than \$5,572	19
\$5,572 and over	20

EXAMPLE: You earned eight Years of Credited Service before suffering a Break in Service on May 31, 1980 because you were credited with fewer than 435 hours of service during the 1981, 1982 and 1983 Plan Years. You returned to work and earned nine Years of Credited Service before suffering another Break in Service on May 31, 1992 because you were credited with fewer than 435 hours of service during the 1993, 1994 and 1995 Plan Years. You returned to work in 1996, and earned 19 Years of Credited Service before you retired on June 1, 2015. 15 of those 19 Years of Credited Service were earned as of May 31, 2011, and three Years of Credited Service were earned from June 1, 2011 through June 1, 2015. As of July 31, 2011, 15.1 Years of Credited Service were earned since your return to work in 1996.

Your Benefit Class for the first and second periods is #10 and for the third period it is #15 based on your average annual contributions for your three highest years in each separate period of participation.

Your normal retirement benefit would be calculated as follows:

The GREATER OF

	<u>Years of Credited Service</u>		<u>Benefit Rate on Date of Determination Benefit</u>		
1.	8	x	\$ 20.70	=	\$ 165.60
2.	9	x	\$ 31.50	=	\$ 283.50
3.	15.1	x	\$ 66.46	=	<u>\$ 1,003.55</u>
	<b>Benefit as of July 31, 2011:</b>				<b>\$1,452.65</b>

**OR**

**In the case of a conflict, the Plan, and not this Summary, will govern.**

	Years of Credited <u>Service</u>		Benefit Rate on Date of <u>Determination Benefit</u>		
1.	8	x	\$ 20.70	=	\$ 165.60
2.	9	x	\$ 31.50	=	\$ 283.50
3.	15	x	\$ 66.46	=	\$ 996.90
4.	3	x	\$ 10.00	=	\$ 30.00 (for 2011-14 Plan Years)
5.	1	x	62.5% x \$66.46	=	\$ 41.54 (for 2014-15 Plan Year)
<b>Benefit as of June 1, 2015:</b>					<b>\$1,517.54</b>

Your monthly normal retirement benefit would be \$1,517.54, which is the GREATER of the two calculations above.

### **What is the 50% joint and survivor benefit?**

If you have been married for at least ninety days on the date your benefits begin, your benefit will be paid in the 50% joint and survivor benefit form. Under this form, you receive monthly payments in the amount of your normal, early or vested deferred retirement benefit and, upon your death, your spouse receives a monthly benefit equal to **50%** of the benefit you were receiving at the time of your death. There is **no** reduction taken from your benefit for payment in the 50% Joint and Survivor form. You may, however, choose the 75%, 80% or 100% joint and survivor benefit form instead of the 50% joint and survivor benefit form. Under these optional forms of benefit, higher percentages of your benefit are paid to your surviving spouse, at the cost of a reduction in your monthly benefit amount. These optional forms of benefit are described below in more detail.

If you and your spouse have been married for fewer than ninety days at the time your benefits begin, your benefits will be paid in the 50% joint and survivor benefit form as of the date you and your spouse have been legally married for ninety days.

It is important, however, to understand that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who is your legal spouse at the time your benefits begin (if you were or remain married for at least 90 days), not at the time you die. However, be sure to read the discussion of Qualified Domestic Relations Orders on page S-38 of this Summary.

### **What is the 75% joint and survivor benefit?**

This form of benefit is available to you if you have been married for at least ninety days on the date your benefits begin or, if you and your spouse have been married for fewer than ninety days, you can choose to have your benefits paid in this form as of the date you and your spouse have been legally married for ninety days. Under this form, a reduced benefit, calculated as described below, is paid to you each month for the rest of your life. If your spouse survives you, your spouse will receive a monthly benefit that is **75%** of the benefit you were receiving at the time of your death.

**In the case of a conflict, the Plan, and not this Summary, will govern.**

It is important, however, to understand that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who is your legal spouse at the time your benefits begin (if you were or remain married for at least 90 days), not at the time you die. However, be sure to read the discussion of Qualified Domestic Relations Orders on page S-38 of this Summary.

### How is the 75% joint and survivor benefit calculated?

Your monthly retirement benefit under this option is calculated by figuring out what your normal retirement benefit in the 50% Joint and Survivor Form would be and reducing it by using a factor from an actuarial table that takes into account your age, your spouse's age and the life expectancy of both of you.

The following table is the table that is used in the calculations:

75% JOINT & SURVIVOR ANNUITY FACTORS														
		PARTICIPANT'S AGE												
		55	56	57	58	59	60	61	62	63	64	65	66	67
SPOUSE'S AGE	50	0.95911	0.95616	0.95303	0.94974	0.94628	0.94265	0.93885	0.93488	0.93074	0.92645	0.92202	0.91746	0.91278
	51	0.96013	0.95721	0.95413	0.95087	0.94746	0.94388	0.94010	0.93617	0.93208	0.92782	0.92340	0.91886	0.91422
	52	0.96115	0.95828	0.95525	0.95204	0.94866	0.94512	0.94139	0.93749	0.93344	0.92920	0.92484	0.92034	0.91570
	53	0.96219	0.95936	0.95637	0.95321	0.94988	0.94638	0.94269	0.93884	0.93482	0.93064	0.92630	0.92183	0.91725
	54	0.96322	0.96044	0.95751	0.95440	0.95113	0.94767	0.94402	0.94022	0.93623	0.93210	0.92779	0.92336	0.91881
	55	0.96426	0.96154	0.95865	0.95559	0.95238	0.94897	0.94539	0.94162	0.93769	0.93358	0.92933	0.92494	0.92042
	56	0.96532	0.96264	0.95981	0.95680	0.95364	0.95029	0.94675	0.94304	0.93916	0.93510	0.93090	0.92654	0.92205
	57	0.96637	0.96375	0.96097	0.95802	0.95491	0.95161	0.94815	0.94448	0.94065	0.93665	0.93248	0.92817	0.92374
	58	0.96742	0.96486	0.96214	0.95926	0.95620	0.95296	0.94955	0.94594	0.94216	0.93821	0.93410	0.92984	0.92546
	59	0.96848	0.96597	0.96332	0.96048	0.95748	0.95430	0.95095	0.94741	0.94369	0.93981	0.93575	0.93155	0.92721
	60	0.96951	0.96708	0.96447	0.96171	0.95878	0.95567	0.95238	0.94889	0.94523	0.94141	0.93741	0.93327	0.92898
	61	0.97055	0.96818	0.96563	0.96294	0.96007	0.95703	0.95379	0.95038	0.94679	0.94303	0.93909	0.93500	0.93079
	62	0.97159	0.96927	0.96680	0.96417	0.96136	0.95839	0.95522	0.95187	0.94835	0.94465	0.94079	0.93676	0.93261

This factor table is provided to the Fund by its actuary. In using this table, the ages are those of the participant and the spouse at the effective date of retirement. If you wish to know the factor for a combination of ages not shown, contact the Fund Office.

EXAMPLE: Assume you are 65, your spouse is 61 and your normal retirement benefit is \$1,517.54 per month. Looking at the table, go across the row labeled with your spouse's age (61) until you get to the column that corresponds with your age (65). There you will find a factor of 0.93909. This means that if you choose the 75% joint and survivor benefit, you will receive \$1,425.11 each month (0.93909 of \$1,517.54) and, upon your death, if your spouse survives you, your spouse will receive 75% of that amount, or \$1,068.83, each month for the rest of your spouse's life.

**In the case of a conflict, the Plan, and not this Summary, will govern.**

## What is the 80% joint and survivor benefit?

This form of benefit is available to you if you have been married for at least ninety days on the date your benefits begin or, if you and your spouse have been married for fewer than ninety days, you can choose to have your benefits paid in this form as of the date you and your spouse have been legally married for ninety days. Under this form, a reduced benefit, calculated as described below, is paid to you each month for the rest of your life. If your spouse survives you, your spouse will receive a monthly benefit that is **80%** of the benefit you were receiving at the time of your death.

It is important, however, to understand that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who is your legal spouse at the time your benefits begin (if you were or remain married for at least 90 days), not at the time you die. However, be sure to read the discussion of Qualified Domestic Relations Orders on page S-38 of this Summary.

## How is the 80% joint and survivor benefit calculated?

Your monthly retirement benefit under this option is calculated by figuring out what your normal retirement benefit in the 50% Joint and Survivor Form would be and reducing it by using a factor from an actuarial table that takes into account your age, your spouse's age and the life expectancy of both of you.

The following table is the table that is used in the calculations:

80% JOINT & SURVIVOR ANNUITY FACTORS														
PARTICIPANT'S AGE														
SPOUSE'S AGE		55	56	57	58	59	60	61	62	63	64	65	66	67
	50	0.95133	0.94785	0.94415	0.94029	0.93622	0.93196	0.92751	0.92285	0.91802	0.91302	0.90785	0.90255	0.89713
	51	0.95253	0.94909	0.94544	0.94162	0.93761	0.93340	0.92897	0.92437	0.91958	0.91461	0.90947	0.90419	0.89881
	52	0.95374	0.95035	0.94676	0.94300	0.93903	0.93485	0.93048	0.92592	0.92116	0.91624	0.91113	0.90590	0.90053
	53	0.95496	0.95162	0.94809	0.94437	0.94046	0.93634	0.93202	0.92749	0.92278	0.91790	0.91284	0.90765	0.90231
	54	0.95618	0.95290	0.94943	0.94578	0.94191	0.93786	0.93357	0.92910	0.92445	0.91961	0.91459	0.90942	0.90413
	55	0.95742	0.95421	0.95080	0.94718	0.94339	0.93938	0.93517	0.93075	0.92614	0.92135	0.91638	0.91125	0.90601
	56	0.95867	0.95551	0.95215	0.94861	0.94488	0.94093	0.93677	0.93242	0.92786	0.92312	0.91821	0.91312	0.90791
	57	0.95991	0.95682	0.95354	0.95005	0.94638	0.94249	0.93841	0.93411	0.92961	0.92492	0.92006	0.91504	0.90987
	58	0.96115	0.95813	0.95491	0.95150	0.94790	0.94407	0.94006	0.93582	0.93138	0.92675	0.92195	0.91698	0.91187
	59	0.96240	0.95944	0.95629	0.95295	0.94942	0.94567	0.94171	0.93755	0.93319	0.92863	0.92386	0.91897	0.91390
	60	0.96363	0.96075	0.95767	0.95441	0.95093	0.94727	0.94339	0.93929	0.93500	0.93050	0.92582	0.92098	0.91597
	61	0.96487	0.96206	0.95905	0.95585	0.95247	0.94887	0.94506	0.94103	0.93682	0.93239	0.92779	0.92301	0.91808
	62	0.96610	0.96336	0.96042	0.95731	0.95399	0.95047	0.94675	0.94281	0.93866	0.93431	0.92978	0.92506	0.92021

This factor table is provided to the Fund by its actuary. In using this table, the ages are those of the participant and the spouse at the effective date of retirement. If you wish to know the factor for a combination of ages not shown, contact the Fund Office.

EXAMPLE: Assume you are 65, your spouse is 61, and your normal retirement benefit is \$1,517.54 per month. Looking at the table, go across the row labeled with your

**In the case of a conflict, the Plan, and not this Summary, will govern.**



spouse's age (61) until you get to the column that corresponds with your age (65). There you will find a factor of 0.92779. This means that if you choose the 80% joint and survivor benefit, you will receive \$1,407.96 each month (0.92779 of \$1,517.54) and, upon your death, if your spouse survives you, your spouse will receive 80% of that amount, or \$1,126.37, each month for the rest of your spouse's life.

### What is the 100% joint and survivor benefit?

This form of benefit is available to you if you have been married for at least ninety days on the date your benefits begin or, if you and your spouse have been married for fewer than ninety days, you can choose to have your benefits paid in this form as of the date you and your spouse have been legally married for ninety days. Under this form, a reduced benefit, calculated as described below, is paid to you each month for the rest of your life. If your spouse survives you, your spouse will receive a monthly benefit that is **100%** of the benefit you were receiving at the time of your death.

It is important, however, to understand that the only surviving spouse to whom the survivor portion of the benefit is payable to is the person who is your legal spouse at the time your benefits begin (if you were or remain married for at least 90 days), not at the time you die. However, be sure to read the discussion of Qualified Domestic Relations Orders on page S-38 of this Summary.

### How is the 100% joint and survivor benefit calculated?

Your monthly retirement benefit under this option is calculated by figuring out what your normal retirement benefit in the 50% Joint and Survivor Form would be and reducing it by using a factor from an actuarial table that takes into account your age, your spouse's age and the life expectancy of both of you.

The following table is the table that is used in the calculations:

	100% JOINT & SURVIVOR ANNUITY FACTORS													
		PARTICIPANT'S AGE												
SPOUSE'S AGE		55	56	57	58	59	60	61	62	63	64	65	66	67
	50	0.92144	0.91600	0.91027	0.90429	0.89805	0.89153	0.88475	0.87771	0.87045	0.86298	0.85532	0.84750	0.83956
	51	0.92331	0.91793	0.91227	0.90634	0.90017	0.89372	0.88698	0.88000	0.87279	0.86535	0.85770	0.84991	0.84200
	52	0.92520	0.91989	0.91432	0.90847	0.90235	0.89595	0.88927	0.88234	0.87516	0.86777	0.86018	0.85242	0.84452
	53	0.92712	0.92189	0.91638	0.91060	0.90456	0.89822	0.89160	0.88473	0.87761	0.87027	0.86271	0.85500	0.84713
	54	0.92905	0.92390	0.91847	0.91277	0.90680	0.90055	0.89399	0.88718	0.88012	0.87282	0.86532	0.85764	0.84981
	55	0.93100	0.92594	0.92059	0.91497	0.90909	0.90290	0.89642	0.88968	0.88268	0.87544	0.86799	0.86035	0.85258
	56	0.93296	0.92798	0.92273	0.91719	0.91138	0.90528	0.89889	0.89222	0.88529	0.87811	0.87073	0.86314	0.85540
	57	0.93492	0.93005	0.92488	0.91943	0.91372	0.90769	0.90139	0.89480	0.88794	0.88084	0.87351	0.86598	0.85830
	58	0.93689	0.93211	0.92705	0.92170	0.91607	0.91014	0.90393	0.89742	0.89064	0.88361	0.87635	0.86889	0.86127
	59	0.93887	0.93418	0.92922	0.92396	0.91844	0.91261	0.90648	0.90008	0.89339	0.88644	0.87925	0.87187	0.86429
	60	0.94083	0.93625	0.93139	0.92625	0.92082	0.91509	0.90907	0.90275	0.89616	0.88930	0.88219	0.87489	0.86740
	61	0.94279	0.93831	0.93356	0.92852	0.92321	0.91759	0.91167	0.90545	0.89895	0.89218	0.88517	0.87794	0.87054
	62	0.94474	0.94038	0.93573	0.93081	0.92560	0.92009	0.91428	0.90817	0.90177	0.89511	0.88820	0.88105	0.87373

**In the case of a conflict, the Plan, and not this Summary, will govern.**

This factor table is provided to the Fund by its actuary. In using the table, the ages are those of the participant and the spouse at the effective date of retirement. If you wish to know the factor for a combination of ages not shown, contact the Fund Office.

EXAMPLE: Assume you are 65, your spouse is 61, and your normal retirement benefit is \$1,517.54 per month. Looking at the table, go across the row labeled with your spouse's age (61) until you get to the column that corresponds to your age (65). There you will find a factor of 0.88517. This means that if you choose the 100% joint and survivor benefit, you will receive \$1,343.28 each month (0.88517 of \$1,517.54) and, upon your death, if your spouse survives you, your spouse will receive 100% of that amount, or \$1,343.28, each month for the rest of your spouse's life.

**What happens if I choose the 75%, 80% or 100% joint and survivor benefit and my spouse dies before I do?**

Your benefit will be recalculated to your normal retirement benefit using the benefit rate that was in effect at the time you retired, plus any benefit adjustments for retirees effective on or after that date, and you will receive benefits in that amount and form for the rest of your life. This recalculation will be done when you provide a copy of your spouse's death certificate to the Fund Office but will be retroactive to the first day of the month following your spouse's death. This recalculation is sometimes known as a "pop-up" feature.

If you are receiving an early retirement benefit, any early retirement reductions will continue to be reflected in your benefit – only the actuarial reduction required to pay the benefit in 75%, 80% or 100% joint and survivor form will be removed.

**What happens if I marry after I begin receiving benefits?**

Any spouse you marry *after* your benefits begin will not be your "surviving spouse" for purposes of the Fund. **Only** your spouse, if any, to whom you were married at the time your benefits began can be your "surviving spouse" for purposes of the Fund (if you were or remain married for at least 90 days), and entitled to receive benefits from the Fund (unless a former spouse is designated as a surviving spouse by a Qualified Domestic Relations Order before you retire – see page S-38 of this Summary).

### **III. EARLY RETIREMENT BENEFITS**

**When am I eligible for an early retirement benefit?**

You are eligible for an early retirement benefit if you retire while you are an active participant, are at least 55 years old (and less than 65 years old), and have earned at least 10 Years of Vesting Service.

**How much will my early retirement benefit be?**

Your early retirement benefit is determined based on your age at retirement and whether or not you have earned at least 25 Years of Credited Service when you retire.

**In the case of a conflict, the Plan, and not this Summary, will govern.**

If you retire when you are age 60 or older and you **have not** earned at least 25 Years of Credited Service, **or** if you retire when you are 57 or older and you **have** earned at least 25 Years of Credited Service, your early retirement benefit will not be reduced for early payment – it will be in the amount of your normal retirement benefit.

If you retire when you are younger than age 60 and you **have not** earned at least 25 Years of Credited Service, your early retirement benefit is calculated by determining your normal retirement benefit and then reducing it by one-half of one percent (.005) for each month that you are younger than age 60 when payment of your benefit begins. The reduced monthly benefit is payable to you for the rest of your life (subject to any additional reductions based on the form of benefit you elect).

If you retire when you are younger than age 57 and you **have** earned at least 25 Years of Credited Service, your early retirement benefit is calculated by determining your normal retirement benefit, and then reducing it by one half of one percent (.005) for each month that you are younger than age 57 when payment of your benefit begins. The reduced monthly benefit is payable to you for the rest of your life (subject to any additional reductions based on the form of benefit you elect).

Although the reduction is actually done on a month-by-month basis, the following table will help to illustrate how the reduction works for someone with fewer than 25 Years of Credited Service:

<u>Age at Retirement (with fewer than 25 Years of Credited Service)</u>	<u>Percentage Of Normal Retirement Benefit</u>
60 years	100%
59 years	94%
58 years	88%
57 years	82%
56 years	76%
55 years	70%

EXAMPLE: Assume you retire on July 1, 2018 at age 58 with 20 Years of Credited Service and your accrued normal retirement benefit is \$900. Applying the early retirement reduction formula from the table above, you would receive \$792 each month (88% of \$900) for the rest of your life (subject to any additional reductions based on the form of benefit you elect).

As noted above, reductions required by the form of benefits you select are made after the early retirement benefit is determined. Thus, as with the Normal Retirement Benefit discussed earlier, if your benefit is paid in the 75%, 80% or 100% joint and survivor form, the same actuarial reductions as would apply to a Normal Retirement Benefit will be applied to your Early Retirement Benefit, based on your age and that of your spouse.

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## IV. SUPPLEMENTAL BENEFITS

### When would I be eligible for an early retirement supplemental benefit?

You are eligible for an early retirement supplemental benefit if you are an active participant when you retire, retire under the early retirement provisions of the Plan before your 62<sup>nd</sup> birthday, have at least 25 Years of Credited Service, are not eligible for a Disability Benefit, and are not receiving any form of monthly Social Security benefit. If you are not an active participant when you retire, you are not eligible for this benefit.

The Fund's supplemental benefit is not vested – it can be reduced or eliminated, or the eligibility requirements changed at any time by the Board of Trustees.

### How much will my early retirement supplemental benefit be?

Your monthly early retirement supplemental benefit will be \$160, unless you retire at age 59 or later from Benefit Class 12 or higher, or age 60 or later from Benefit Class 11 or higher, in which case your monthly early retirement supplemental benefit will be \$240.

However, if you have accrued Years of Credited Service under both the Plan for Production and Service Employees and the Plan for Construction Employees, your early retirement supplement shall be calculated based on the formula set out below, and shall in no case exceed \$400.00 per month:

(Years of Credited Service under P & S Plan / Total Years of Service) x  
Supplement under P & S Plan

+

(Years of Credited Service under Const. Plan / Total Years of Service) x  
Supplement under Const. Plan

### How long am I entitled to receive the early retirement supplemental benefit?

The monthly early retirement supplemental benefit is payable to you until you reach age 62 *or until you begin receiving any form of monthly Social Security benefit, if earlier.*

**If you receive any form of monthly Social Security benefits for any time period before you reach age 62 while you are receiving the Early Retirement Supplemental Benefit, you are required to pay back to the Fund the total amount of Early Retirement Supplemental Benefits paid to you on or after the effective date of your Social Security benefit.**

You will forfeit your early retirement supplemental benefit by returning to work under the conditions described below in the Return to Work section of this Summary.

**In the case of a conflict, the Plan, and not this Summary, will govern.**

**If I die, is my surviving spouse entitled to receive the supplemental benefit?**

No. The supplemental benefit described above is payable only to you, not to your surviving spouse or any other beneficiary after your death.

**V. RETURN TO WORK**

**What happens if I return to work after beginning to receive normal, early, vested deferred, or vested deferred early retirement benefits?**

After you Retire, if you later decide to return to work, your benefits will be suspended for any month in which all of the following conditions are met:

- 1) you become employed or self-employed for 40 hours or more during any given month or during the payroll periods ending within that month (including hours for which you are paid or entitled to be paid even though no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, military leave, or leave of absence)
- 2) such employment is the type of work normally claimed by the Union in accordance with the Constitution, By-Laws, rules, regulations and agreements of the International Association of Sheet Metal, Air, Rail and Transportation Workers (whether or not it is performed for a contributing Employer)
- 3) such employment in the same industry as the type of business activity engaged in by employers who contribute to the Plan even though the employer may not be a contributing Employer
- 4) such employment is in the State of Michigan, or within the remainder of any Standard Metropolitan Statistical Area (SMSA), part of which is within the State of Michigan.

If you have begun to receive normal, early or vested retirement benefits and intend to return to employment, you must notify the Board of Trustees in advance on a form prescribed and furnished by them of your intent to do so. The Fund Office will make a determination whether the work meets the four conditions above. When you no longer meet the four conditions above, you must again notify the Board of Trustees on a form prescribed and furnished by them for that purpose so that you will begin receiving your monthly benefits again.

For any month in which you are employed, without notifying the Board of Trustees of your intent to return to work, and you are found to have been working on a job, the Board of Trustees will presume that you have been re-employed under the four conditions set out above for the entire period that your employer has been working on that particular jobsite or project, and your monthly retirement benefit will be suspended for that same period. The Board of Trustees' presumption will stand if you fail to present sufficient evidence that you were not employed under the conditions set forth above for the presumed period of time.

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The initial determination (Notice of Suspension of Benefits) will be provided in advance of any withholding as a result of your work in suspendable employment. The notification will include a description of the specific reasons why benefit payments are being suspended, a general description of the plan provisions relating to the suspension of payments, a copy of such provisions, and a reference to applicable Department of Labor regulations in Section 2530.203-3 of the Code of Federal Regulations. The notice will also include information regarding the future recoupment of any amounts paid during the periods you were employed in suspendable employment, which will include the identification of periods of suspendable employment, the amounts which will be subject to offset and the manner in which the Fund intends to recoup such amounts. You have the right to appeal the suspension of benefits determination as described in the Claims Appeals section below. See page S-32 of this Summary.

When you retire again, your benefit payments will resume in the same amount and under the same option as they were being paid before you returned to work, subject to withholding for any benefit overpayment you received during a month in which your benefit should have been suspended. Furthermore, if you are credited with sufficient Hours of Work to be entitled to additional benefits under the same conditions as an Active Participant during your re-employment, the additional benefit you earned based on those hours will be calculated as if you were an active participant, then added to your benefit and paid effective January 1 after you stop working.

Notwithstanding the above, the Board of Trustees retains the authority to grant specific exceptions to the suspension of benefits provisions. For information on these exceptions please refer to Article IV, Section 4.5 of the Plan, the Annual Notices provided by the Fund, or contact the Pension Department at the Fund Office. ***While the Board of Trustees has the power to grant such specific waivers of the suspension of benefits provisions, such waivers are based on careful review of workload and manpower requirements at the time the waiver is granted and there should be no expectation that such waivers would be extended or become permanent.***

Different rules apply after you reach age 70 ½. Effective April 1 following the calendar year in which you attain the age of 70 ½, your benefits will no longer be suspended even if you return to work. In addition, any hours of work you perform after that date will result in an increase in the benefit payable to you, which will be effective January 1 of the year following the year during which you work.

**Note:** Returning to work for fewer than 40 hours a month after you retire will not result in a suspension of your monthly retirement benefit, but it could, depending on the circumstances, be evidence that you did not intend to retire and could result in a determination that you were not eligible to begin receiving retirement benefits.

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## **VI. DISABILITY BENEFITS**

### **When would I be eligible for a Disability Benefit?**

You would be eligible for a Disability Benefit if you have accrued at least five Years of Credited Service, and become totally and permanently disabled while you are an active participant.

The disability benefit begins on the later of the first day of the seventh month of disability or the first day of the month after receipt of the application for Disability Benefits. If the commencement date would have been the first day of the seventh month of disability, the Board of Trustees may, at its discretion, approve an earlier starting date for a participant who is neither receiving Workers' Compensation benefits nor benefits from either the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund or Supplemental Unemployment Benefit Fund; however, in no case, would that date be prior to the date an application for Disability Benefits is received.

### **What does it mean to be totally and permanently disabled?**

You must be totally unable to perform any work as a sheet metal worker for the rest of your life by reason of bodily injury or disease. The Board of Trustees is the sole judge of whether the available medical evidence shows that you are totally and permanently disabled.

In addition, you will not continue to be considered permanently and totally disabled by the Fund after twenty-four months of receiving Disability Benefits and your monthly Disability Benefits will cease at that time, unless you have been determined by the Social Security Administration to be entitled to receive Social Security Disability Benefits within that twenty-four month period.

You will be required to submit to an examination by a physician selected by the Fund to determine whether you are totally and permanently disabled. If you are determined to be totally and permanently disabled, not more than often than once per each year, you will be required to submit to re-examination by a physician selected by the Fund to determine your continuing eligibility.

### **How much will my Disability Benefit be?**

You will receive a monthly benefit equal to the amount of your accrued normal retirement benefit determined as of the date on which you became eligible for the Disability Benefit, reduced by one-half of one percent (0.5%) for each complete calendar month by which you are;

- (1) under age 65 (but not for months by which you are under age 55) at the time of your eligibility for Disability Benefits, **or**
- (2) if you have accrued at least ten Years of Credited Service, for each complete calendar month by which you are under age 60 (but not for months by which you are under age 55) at the time of your eligibility for Disability Benefits, **or**

**In the case of a conflict, the Plan, and not this Summary, will govern.**

- (3) if you have accrued at least 25 Years of Credited Service, for each complete calendar month by which you are under age 57 (but not for months under age 55) at the time of your eligibility for Disability Benefits.

### **How long will I receive my Disability Benefits?**

Your monthly Disability Benefit will be paid until:

- (1) You elect voluntarily to terminate your receipt of Disability Benefits; or
- (2) You reach age 65; or
- (3) You die; or
- (4) The last day on which the Plan provides for Disability Benefits for which you are eligible; or
- (5) You are no longer totally and permanently disabled on the basis of a medical examination or eligibility for Social Security Disability Benefits; or
- (6) You engage in an occupation or employment for remuneration or profit which is inconsistent with total and permanent disability; or
- (7) You refuse to undergo the required annual medical examination; or
- (8) You fail to submit evidence of a continuing Social Security Disability Award and/or fail to furnish copies of your annual tax returns, W-2 forms and such other information as the Fund may request; or
- (9) You fail to engage in such efforts at rehabilitation as the Fund may require; or
- (10) Twenty-four months after commencement of Disability Benefits, if you have not been deemed to be permanently and totally disabled by the Social Security Administration and entitled to receive Social Security Disability Benefits.

Upon termination of Disability Benefits, your further rights to benefits shall be governed in accordance with other applicable provisions of the Plan.

## **VII. SURVIVING SPOUSE BENEFITS AND DEATH BENEFITS**

### **If I die, are any benefits payable?**

Yes, if you have earned at least one Year of Credited Service. The kind of benefit, the beneficiary who receives it and when it is paid varies depending on whether or not you are married, and whether or not you are receiving benefits at the time of your death.

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**What benefits are payable if I die before I start receiving normal, early or vested retirement benefits?**

It depends on whether or not you are married when you die, and how many Years of Credited Service you have accrued at the time of your death.

If you have at least one Year of Credited Service, but fewer than five, your beneficiary will be paid a lump sum benefit equal to the sum of

- (a) \$46.20 for each full Year of Credited Service earned before June 1, 1964, and, for partial years, \$4.62 for each one-tenth (1/10) or \$11.55 for each one-quarter (1/4) of such a Year of Credited Service, and
- (b) \$375 if you earned at least one Year of Credited Service after June 1, 1964.

If you have at least five Years of Credited Service, and you were either not married or married for fewer than ninety days at the time of your death, your beneficiary will be paid a lump sum benefit equal to the sum of:

- (a) \$46.20 for each full year of Credited Service earned before June 1, 1964, and, for partial years, \$4.62 for each one-tenth (1/10) or \$11.55 for each one-quarter (1/4) of such a Year of Credited Service, and
- (b) \$200.00 for each full Year of Credited Service earned after May 31, 1964 and, for partial years, \$20.00 for each one-tenth (1/10) of such Year of Credited Service.

The amount of Death Benefits payable to the beneficiary of a deceased retiree who is not survived by a surviving spouse to whom the deceased was married for at least ninety days at the time of his death shall be reduced by the total amount of all payments made under the Plan to such retiree as of the date of his death.

If you have at least five Years of Credited Service, and you were married for at least ninety days at the time of your death, your surviving spouse will be entitled to receive a monthly benefit equal to 50% of your accrued monthly normal retirement benefit based on your Years of Credited Service at the time of your death. Your surviving spouse's benefits will begin on the first day of the month following the date you die, provided the documentation required by the Board of Trustees is submitted, and that amount will be payable for the remainder of your spouse's life.

**Are there any optional forms of pre-retirement surviving spouse benefits?**

Yes. You may elect one of two optional forms of pre-retirement survivor benefit in order to provide for increased benefits to your surviving spouse in the event you die before the effective date of your retirement and while your election is in effect. Such an election requires you to complete a form provided by the Fund, which may only be done on or after your 35<sup>th</sup> birthday but it must be done before you retire. You may, at any time prior to the effective date of

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your retirement and as often as you wish, revoke and subsequently elect either of these forms, in writing on a form provided by the Fund. *For any time period in which you have an election for one of these optional forms in place, your Normal Retirement Benefit will be permanently actuarially reduced for the Years of Credited Service you earned in that period.* So, even if you revoke this election, the reduction in your benefit for the time period during which it was in effect is permanent.

Under the 80% Qualified Pre-Retirement Joint and Survivor Annuity form, if you die prior to the effective date of your retirement, your surviving spouse would receive a monthly benefit equal to 80% of your Normal Retirement Benefit, actuarially reduced to reflect the total number of years and partial years during which your election of the 80% Qualified Preretirement Survivor Annuity is in place.

Under the 100% Qualified Pre-Retirement Joint and Survivor Annuity, if you die prior to the effective date of your retirement, your surviving spouse would receive a monthly benefit equal to 100% of your Normal Retirement Benefit, actuarially reduced to reflect the total number of years and partial years during which your election of the 100% Qualified Preretirement Survivor Annuity is in place.

EXAMPLE: Assume you are 40 years old, your spouse is also 40 years old, and on August 1, 2008, you elect (and never revoke) the 100% Qualified Pre-Retirement Survivor Annuity in writing on the form provided by the Fund. Then, assume that you earn an additional 8 Years of Credited Service and then die at age 50 on August 15, 2018, with an unreduced full Normal Retirement Benefit of \$1,200.

Your surviving spouse would receive a monthly benefit of \$1,104.56 (which is 100% of your Normal Retirement Benefit of \$1,200.00, determined with the actuarial reduction for the 10 years during which your election was in place) for the remainder of her life.

If you were to revoke this election on August 1, 2016 and then die on August 15, 2018 without accruing any additional benefits, your spouse would receive \$588.52 per month (which is 50% of \$1,177.04 – your actuarially reduced Normal Retirement Benefit reflecting the eight years in which your election was in place) for the remainder of her life. Note that the actuarial reduction for the eight years in which your election was in place is permanent, thus actuarially reducing your monthly accrued benefit from \$1,200.00 to \$1,177.04.

**If I die after I begin receiving normal, early, or vested retirement benefits, are any benefits payable?**

It depends on whether or not you are married when you die and in what form your benefits were being paid.

If you are receiving a benefit in the 50% joint and survivor annuity form, your surviving spouse (that is, the person to whom you were married *at the time of your retirement* for at least ninety days, or remained married thereafter, for at least ninety days) will receive the monthly

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survivor benefit payable under that form, 50% of your monthly benefit, for the remainder of his/her life.

If you are receiving a benefit in the 75% joint and survivor annuity form, your surviving spouse (that is, the person to whom you were married *at the time of your retirement* for at least ninety days, or remained married thereafter, for at least ninety days) will receive the monthly survivor benefit payable under that form, 75% of your monthly benefit, for the remainder of his/her life.

If you are receiving a benefit in the 80% joint and survivor annuity form, your surviving spouse (that is, the person to whom you were married *at the time of your retirement* for at least ninety days, or remained married thereafter, for at least ninety days) will receive the monthly survivor benefit payable under that form, 80% of your monthly benefit, for the remainder of his/her life.

If you are receiving a benefit in the 100% joint and survivor annuity form, your surviving spouse (that is, the person to whom you were married *at the time of your retirement* for at least ninety days, or remained married thereafter, for at least ninety days) will receive the monthly survivor benefit payable under that form, 100% of your monthly benefit, for the remainder of his/her life.

If there is no person who is entitled to a 50%, 75%, 80% or 100% surviving spouse benefit as described above, your beneficiary will be paid a lump sum benefit in the same amount that would be payable to your beneficiary if you were unmarried and died before retirement, calculated as described in the preceding question, but the amount of any payments received by you prior to your death will be subtracted from the lump sum benefit payable to your beneficiary. Therefore, if the amount of benefits you received during your life exceeds the lump sum benefit, no benefit will be payable.

Note: even if you are no longer married to the person to whom you were married when you retired at the time of your death, that person will be designated as your “surviving spouse”. This is the case even if you marry someone else after retirement – a person you marry for the first time **after** your retirement can never be your “surviving spouse” under the Plan, no matter how long you are married to them.

### **Who is my beneficiary if a lump sum benefit is payable?**

Your beneficiary is the person or persons you designate to receive death benefits from the Fund. It is important that you file a beneficiary designation card with the Fund Office that reflects your wishes. If your life or family circumstances change (for instance, if you marry or have children), you should make certain that the beneficiary designation you have made continues to reflect your wishes, and if it does not, to obtain a beneficiary designation card from the Fund Office, complete it and submit it to the Fund Office.

If you have not made an effective designation or the person you designate dies before you, death benefits will be paid in the following order of priority:

**In the case of a conflict, the Plan, and not this Summary, will govern.**

- (a) to your spouse; or if none
- (b) to your surviving children, in equal shares; or if none
- (c) to your parents, in equal shares; or if none
- (d) to your brothers and sisters, in equal shares; or if none
- (e) to your grandchildren, in equal shares; or if none
- (f) to the individuals who are beneficiaries of your estate, in equal shares; or if none
- (g) to your legal successor (permitted under Michigan law where there is no estate).

A former spouse shall be recognized as a beneficiary after divorce **only** if designated by a Qualified Domestic Relations Order **or** if designated by you as a beneficiary after the divorce. Thus, your designation of a spouse as beneficiary will **terminate** upon your divorce unless the Qualified Domestic Relations Order names your former spouse as a beneficiary **or** unless after your divorce, you complete another beneficiary form naming your former spouse as your beneficiary.

## **VIII. MORE ON VESTING**

### **How is the amount in which I am vested determined?**

When you have earned 5 Years of Vesting Service, you are 100% vested in a benefit calculated as your normal retirement benefit. Under normal circumstances, you are not vested in any percentage of your normal retirement benefit before you earn 5 Years of Vesting Service. However, in the rare case where the Board of Trustees determines that a break in service was caused by the permanent closure of the shop, plant or other facility, you may achieve partial vesting with two or more Years of Vesting Service. If you think that this rule may apply to you, you should contact the Fund Office.

If you have not earned 5 Years of Vesting Service, you will become 100% vested if you are an active participant when you reach your 65<sup>th</sup> birthday or on the fifth anniversary of the date you first performed an hour of service after your latest permanent Break in Service if that anniversary is after your 65<sup>th</sup> birthday.

### **When will I receive the benefits in which I am vested?**

If you have completely withdrawn from employment with a covered employer (either in or out of the bargaining unit), you will be eligible to receive a vested deferred benefit at any time on or after the date you reach the normal or, if you are eligible, the unreduced early retirement age which was in effect on your most recent Date of Determination, which is the last day of the

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last Plan year in which you were credited with at least 435 hours of service. Your benefit will be calculated at the rate that was in effect on your most recent Date of Determination, with any appropriate reductions based on the form of benefit you choose. You may, if you wish and are eligible, receive your vested deferred benefit at any time on or after the date you reach the early retirement age in effect on your most recent Date of Determination, subject to all of the provisions and reductions governing early retirement.

## **IX. CLAIMS, APPEALS AND OTHER MATTERS**

### **How is a claim for benefits made?**

Whenever you wish to apply for benefits under the Plan, you should complete an Application form provided by the Fund. Copies of these forms can be obtained through the Fund Office. The Fund Office will notify you in writing if your Application is approved, denied or if additional documents are needed. Even if you believe your application will be denied, it is important for you to submit a completed application because that could establish the effective date of your benefit if a decision of the Fund Office is later overturned.

Any questions you may have concerning the completion or submission of the application form can be answered by inquiring at the Fund Office.

Retirement benefits are usually effective on the **latest** of the following dates:

- (a) the first day of the month after your complete application (including all required supporting documents) is received by the Fund Office;
- (b) the effective date of retirement appearing on your application form (which must be the first day of a calendar month); or
- (c) the first day of the month following your actual date of retirement (see page S-11 of this Summary regarding what it means to retire).

However, if you do not retire, and do not apply for benefits, your benefits will automatically begin on the April 1 of the calendar year following the calendar year in which you reach age 70 ½.

In order to allow sufficient time to process your retirement application, it is suggested that you begin the process and file your application form well before the date on which you plan to retire. If you are married, you and your spouse may have some decisions to make regarding the form of your retirement benefit and your application for benefits **MUST** be filed before the date on which you wish to retire. Those decisions must, by law, be made within the 180 days just before your benefit begins. If you have ever been divorced, you will be required to provide the Fund Office with complete copies of all of your divorce judgments, and you and your spouse will be required to provide copies of your birth certificates. The Fund Office may need information regarding your military service as well. Thus, you should begin the process well in advance of the date you wish to retire.

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### **What if the start of my benefit or any benefit payment is late as the result of a delay by the Fund?**

Any delay in the payment of a benefit caused by what the Fund determines was an administrative delay, error or omission by the Fund or one of its service providers may be remedied by a make-up payment plus interest at the rate specified in the Plan, subject to certain other requirements if you are married or a portion of your benefit has been assigned under a Qualified Domestic Relations Order.

### **If my claim is denied, may I appeal?**

If your claim is denied by the Fund Office, you or your authorized representative may appeal to the Board of Trustees in writing for a review of that denial. Your appeal must be in writing and must be received in the Fund Office within **60** days of the day you receive the letter denying your claim (**180** days if your claim was for Disability Benefits). You, or your authorized representative on your behalf, will have the opportunity to review pertinent documents and other information relevant to your claim free of charge if you submit a written request to the Board. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is “relevant” is determined in accordance with ERISA Regulation Section 2560.503-1(m)(8), 29 CFR 2560.503-1(m)(8). You, or your representative, may submit issues, comments, additional legal arguments and new information in writing to the Board for its consideration in your appeal. The Board of Trustees’ review of your appeal will take into account all materials and information you submit to it before its review of your appeal and its decision on those materials and information, whether or not they were previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim “de novo” (meaning “anew” and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The Board’s review will occur at the Board’s first regularly scheduled meeting following receipt of your appeal, unless your appeal is filed less than 30 days prior to such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board requires additional time to review your appeal, you will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefor in writing within 5 days after the Board makes its decision on your appeal.

The Board of Trustees generally does not permit persons submitting appeals to attend its meetings.

Under the terms of the Plan and the Trust establishing the Fund, the Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where Board of Trustees responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, the Trust Agreement provides that such decision is to

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be upheld, unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

**Is there a time limit for bringing a lawsuit against the Plan?**

Yes. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within *three years* from the date the participant first receives a determination of his rights and/or benefits under the terms of the Fund's Plan, unless a shorter time period is provided by applicable statute, regulation or case law.

**If I decide to file a lawsuit against the Plan, can I file it in any court?**

No. Any action in law or equity brought by a participant or beneficiary against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan shall be brought in the United States District Court where the Plan is administered. Currently, the Plan is administered within the jurisdiction of the United States District Court in the Eastern District of Michigan, Southern Division.

**What happens if it has been determined that I received benefits from the Fund that I was not entitled to under the terms of the Plan?**

The Fund must recoup any amount of benefits that you receive from the Fund which you were not entitled to receive under the terms of the Plan. Generally, the Fund will withhold 25% from any future monthly payments due to you until the overpayment, plus interest, has been recouped; however, you can contact the Fund and arrange for repayment via some other reasonable means agreeable to the Fund. If you disagree with the determination that you were overpaid, you can file an appeal as described above.

**May I assign, pledge or sell my right to benefits?**

No. With only two exceptions, your benefits **cannot** be assigned, pledged or sold to anyone or used as security for a loan. The first exception is a Qualified Domestic Relations Order, described below, in which a Court enters an order assigning all or some of your accrued benefit to a spouse, former spouse or child, and which order has been determined to meet the requirements of Federal law. The second exception is a levy on your benefits imposed by the Internal Revenue Service to collect Federal taxes or tax-related penalties you owe or which IRS claims you owe.

**Who has the authority to amend the Plan?**

The Board of Trustees has the sole authority to amend the Plan.

**How could the Plan be terminated?**

This Plan can be terminated by majority vote of all Trustees, but only if there are no longer any collective bargaining agreements between the Union and any employer requiring

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contributions to the Fund. This Plan may also be terminated by written agreement between the Union and the Association.

### **What happens if the plan terminates?**

If the Fund should terminate, the Board of Trustees must 1) make provision for the payment of any and all debts and obligations of the Plan, including benefits; 2) arrange for a final audit and financial report; and 3) give the notice required by law and file any reports that may be due.

At present, what happens if the Plan terminates wholly or partially is governed by Federal statutes, which require under certain circumstances that benefits, even vested and accrued benefits, be reduced.

Upon termination, the value of the vested benefits and the value of the assets of the Plan must be calculated. If the value of the vested benefits is greater than the value of the assets, the vested benefits must be reduced accordingly.

In addition, the accrued benefits which are not vested must be reduced to the level at which they are insured by the Pension Benefit Guaranty Corporation.

Upon termination of the Plan, the assets of the Fund, after Plan expenses, will be “allocated” or divided among participants and beneficiaries in the following order (benefit improvements adopted in the sixty months prior to termination may be completely or partially eliminated):

- A. To provide benefits for those whose retirement benefits started at least 36 months prior to termination;
- B. To provide benefits for all other persons actually receiving retirement benefits when the Plan terminates;
- C. To provide benefits to those participants who were eligible to retire and receive a retirement benefit at the termination date, but who were not actually retired;
- D. To provide benefits for those participants who accrued at least five Years of Vesting Service, but who have not reached their 65th birthday on the termination date;
- E. To provide for all other non-forfeitable benefits under the Plan; and
- F. In a non-discriminatory manner, to provide benefits of all participants not listed above under the Plan at the date of termination.

### **Are my benefits insured?**

Benefits are paid directly from the Fund.

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Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. This plan is what is called a multiemployer plan because it is collectively bargained with a group of employers in a common industry rather than a single employer.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Only vested benefits are guaranteed. Specifically, under the multiemployer program, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

**Example 1:** If a participant with 10 years of credited service has an accrued monthly benefit of \$500, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of credited service ( $\$500/10$ ), which equals \$50. The guaranteed amount for a \$50 monthly accrual rate is equal to the sum of \$11 plus \$24.75 ( $.75 \times \$33$ ), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 ( $\$35.75 \times 10$ ).

**Example 2:** If the participant in Example 1 has an accrued monthly benefit of \$200, the accrual rate for purposes of determining the guarantee would be \$20 (or  $\$200/10$ ). The guaranteed amount for a \$20 monthly accrual rate is equal to the sum of \$11 plus \$6.75 ( $.75 \times \$9$ ), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 ( $\$17.75 \times 10$ ).

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 becomes 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 on PBGC insurance protection and its limitations, ask PBGC. Inquires to PBGC should be addressed to PBGC, 1200 K Street, N.W., Washington, DC 20005-

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4026. PBGC may also be reached by calling (202) 326-4000. That is not a toll-free number. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and 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>.

### **Does this Plan have any reciprocity agreements with any other Pension Plans?**

Yes. Because sheet metal workers, particularly journeymen, move with the work from employer to employer and from location to location, the Board of Trustees has entered into reciprocity agreements with other pension funds covering sheet metal workers represented by the International Association of Sheet Metal, Air, Rail and Transportation Workers. The purpose of these "one to one" agreements is to have the money contributed by employers when you are working outside Local 80's jurisdiction follow you back to this Fund. When this Fund receives the money from the other fund involved, you will be given benefit and vesting credit in this Fund.

The Pension Fund is also party to the Sheet Metal Workers' International Reciprocal Agreement for Pension Funds. If you work in the jurisdiction of a fund which is also party to the International Reciprocal Agreement, either the money contributed to that fund will be sent to this Fund, or this Fund will give you credit for eligibility and participation purposes, depending whether the provisions to which the other fund is party to.

In order to be certain that your benefit credit moves with you to the extent provided by any reciprocity agreements in place where you are working, you should be certain to contact the local union and the fund office in the location where you are working to find out whether there is any paperwork that you need to complete to facilitate the transfer of contributions. This is your responsibility.

The reciprocity agreements this Fund has with the other funds are supposed to make transfers of money between the funds automatic. However, the Fund Office does not always know that you are working outside Local 80's jurisdiction. If you are working in the jurisdiction of another fund and wish to reciprocate your benefits to any extent, you should be sure to let Local 80 and the Fund Office know where you are working.

### **May my benefits be rolled over into my IRA or another pension plan?**

Most lump sum benefits payable to you, your spouse, former spouse and/or surviving spouse (including a former spouse designated as your surviving spouse by a Qualified Domestic Relations Order), or a non-spouse beneficiary are eligible rollover distributions. The Fund Office will provide you with information about your right to roll over all or only a part of the lump sum benefit before it is paid. It may be possible for you to roll over such amounts to another employee plan or to your IRA.

Monthly benefits are not eligible rollover distributions – they cannot be rolled over to another plan or an IRA.

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## **X. TAXES**

### **May I authorize income tax withholding from my monthly benefits?**

Yes. You will be given an opportunity when you retire and each year thereafter to have Federal and/or State income taxes withheld from your pension benefits.

### **Do I need to pay taxes on the benefits I receive from the Fund?**

Generally, monthly benefits paid to retirees and beneficiaries are subject to Federal and State income tax. Lump sum benefits paid directly to you are subject to mandatory 20% Federal income tax withholding as well.

Neither the Board of Trustees nor the Fund Office personnel are tax experts – they cannot provide advice to you regarding any tax matter. You are strongly advised to seek competent tax advice before taking any action with respect to your benefits.

## **XI. DEDUCTIONS FOR HEALTH CARE COSTS**

### **Can I authorize deductions from my monthly pension benefits to cover payments to the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund?**

Yes. If you are participating as a retiree in the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund, you will be given an opportunity to authorize deductions from your monthly benefits in whatever amounts may be necessary to maintain your health care coverage. *You have the right to terminate the arrangement at any time.*

If you are a Disabled Participant, Surviving Spouse or Retiree you may authorize the Fund to pay any portion of your benefits to any organization which provides you with health benefits. *You have the right to terminate the arrangement at any time.* Any such assignment or revocation must be made on forms provided by the Fund shall be effective on the first day of the month following the month in which the assignment or revocation is received by the Fund.

### **What health and welfare benefits am I entitled to after retirement and my surviving spouse entitled to after my death?**

The Pension Fund does not provide any health and welfare benefits. There may be benefits available to eligible retirees, their dependents and their surviving spouses through the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund. You should look to documents provided by the Insurance Fund and other sources to find out what coverage may be available and what, if anything, you or your surviving spouse can do to be covered.

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## **XII. DIVORCE, LEGAL SEPARATION AND CHILD SUPPORT**

### **If I divorce or am legally separated, will my former spouse or my dependents be entitled to any of my pension benefits?**

Perhaps. A court may issue an order which, if it meets certain standards, would be a Qualified Domestic Relations Order (“QDRO”) and could assign a portion of your pension benefits to your spouse, former spouse, child, or other dependent (“alternate payee”). A QDRO is any order or judgment entered in your divorce or separation case that clearly identifies the Plan and the benefits assigned and meets other requirements of federal law. A QDRO also may be an order or judgment entered to enforce your spousal or child support obligations. A QDRO may, for example, assign to your former spouse a portion of your monthly or lump sum benefit and/or provide for payment of surviving spouse benefits after your death.

You will be required to provide the Fund Office with copies of all judgments or decrees of divorce or separation in which you were a party at the time you apply for any benefits. You are encouraged to provide these to the Fund Office as soon as they are entered, and not wait until you retire. This will allow you and/or the Fund to promptly address any issues which may arise with regard to such judgments, decrees or orders.

When an order or judgment is provided to the Fund, the Fund’s attorneys will determine whether the divorce and/or separation documents contain a QDRO, and if so, what portion of your benefits have been assigned to your spouse, former spouse, child, or dependent. You will be sent a letter if your divorce and/or separation documents are determined to be a QDRO with respect to this Fund, and that letter will describe how your benefits will be affected.

### **How much of my benefits can be assigned to an alternate payee through a QDRO?**

A QDRO can give an alternate payee all of or any part of your benefits under the Plan, but it cannot require a Plan to provide any form of benefit or amount of benefit that would not otherwise be available to you. A QDRO cannot require the payment of benefits to an alternate payee if those benefits have already been assigned to another alternate payee under a previously-entered QDRO.

A QDRO also cannot require the Fund to pay more in benefits (on an actuarial basis), or to pay benefits earlier than the Fund would have done had there not been an assignment to an alternate payee.

### **How can my benefits under this Plan be divided?**

There are two main approaches for dividing benefits under a QDRO: (1) the shared payment approach, and (2) the separate interest approach.

Under the **shared payment approach**, the portion of your benefits which is subject to the QDRO is paid in one of the Joint and Survivor forms and the monthly benefit payments are split between you and the alternate payee as the QDRO directs. The alternate payee cannot receive a benefit payment until you start receiving benefit payments.

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Under the **separate interest approach**, the portion of your benefits that is subject to the QDRO is divided between you and the alternate payee. You decide when to begin receiving your portion and in what form, and the alternate payee makes the same decisions regarding his or her portion, with certain limitations. The alternate payee cannot begin receiving benefits earlier than your earliest eligibility date, or later than you begin receiving benefits. Also, the alternate payee cannot receive benefits in a joint and survivor form with another spouse.

There are also QDROs that provide the alternate payee with a **choice** of the shared payment or separate interest approach, in which the alternate payee receives benefits in one of the Plan's joint and survivor options, unless the alternate payee chooses to receive benefits in a form calculated on his/her life expectancy.

Dividing pension benefits can be very complex, and the Pension Fund cannot give you any advice regarding this matter. You are encouraged to seek outside advice.

**Can a QDRO state that my former spouse can start getting benefits from the Plan at any time?**

The Plan will distribute benefits to an alternate payee only when the participant receives benefits from the Plan, unless the QDRO provides that the alternate payee may take a separate interest benefit and apply for and begin getting payments when you first reach your earliest retirement age under the Plan, even if you do not actually retire at that time. *The law does not require, and the Fund does not allow, an alternate payee to begin benefits prior to a participant's earliest retirement age.*

**What if I get divorced after I retire?**

If you were married at the time of your retirement for at least 90 days (or remained married thereafter for at least 90 days), and then you divorce, your spouse at the time of your retirement will remain your "surviving spouse" for purposes of the Plan. If you re-marry after that post-retirement divorce, your former spouse will remain your "surviving spouse" for purposes of the Plan after your remarriage. This is because the person to whom you are married at the time of your retirement for at least 90 days (or remained married thereafter for at least 90 days) is permanently considered by the Plan as your surviving spouse. This is a legal requirement imposed by the Federal law governing pension plans, discussed in the introduction to this Summary - ERISA. The retirement benefit payable during your lifetime can be divided by a QDRO, even after you have commenced receiving benefits from the Fund.

**Does the Fund Office have a sample order that I can take to my attorney?**

Yes, the Fund Office has a sample order. It is available free of charge. Call or write the Fund Office to request a copy. You are not required to use the sample or any of the terms in the sample – it is provided merely as an aid. If you are a retiree, please let the Fund Office know this when you call or write to request a sample order, because that sample is different from the sample order for other participants, for the reasons noted above.

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## **SHEET METAL WORKERS' LOCAL UNION NO. 80 PENSION TRUST FUND**

### **SOCIAL SECURITY NUMBER PRIVACY POLICY**

(EFFECTIVE JANUARY 1, 2006)

The Social Security Number Privacy Act makes it unlawful, with respect to all or any more than four sequential digits of an individual's social security number, to do any of the following:

- Publicly display more than four sequential digits of the Social Security number. The term "publicly display" is broadly defined to mean exhibit, hold up, post or make visible such as on a computer screen, network, or other electronic medium.
- Use a person's social security number as an individual account number,
- Print a Social Security number on the outside of any envelope or package mailed or sent to an individual,
- Require use or transmission of more than 4 sequential digits of a Social Security number over the internet or a computer network, unless the connection is secure or the transmission is encrypted, or
- Require use or transmission of more than 4 sequential digits of a Social Security number to gain access to a website or computer system or network, unless the connection is secure and the transmission is encrypted, or protected by a password or other unique personal ID number or authentication device.

The statute also prohibits including all or more than four sequential digits of a Social Security number in any document or information mailed to a person, unless certain conditions, including the following, apply:

- A state or federal law or rule or court order authorizes, permits or requires the Social Security number's use,
- The document sent is part of an application or enrollment initiated by the individual,
- The document is sent to establish, confirm service, amend or terminate an account, contract, policy, or employee or health insurance benefit; or
- The document is mailed by a public body in certain circumstances.

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The restrictions do not apply to use of a Social Security number that is “authorized or required by state or federal statute, by court order, or pursuant to legal discovery or process.

*It is not a violation of the Act to use a Social Security number to “verify an individual’s identity, identify an individual, or do another similar administrative purpose related to,” proposed employment or employment. Use of Social Security numbers to provide or administer health insurance, membership benefits, or retirement programs is also permissible. An entity may also use all or part of a Social Security number to “lawfully pursue or enforce a person’s legal rights,” which may include “audit, collection, investigation, or transfer of a tax, employee benefit, debit, claim” or account.”*

To comply with the Social Security Number Privacy Act, to protect the confidentiality of the Funds’ participants’ and beneficiaries’ social security numbers, and to prevent to the extent possible their disclosure to persons who would use them unlawfully, the Boards of Trustees of the Funds hereby adopt the following Social Security Number Privacy Policy:

- All Fund service providers and their agents and employees are hereby directed to ensure to the extent practicable the confidentiality of all Social Security numbers.
- All Fund service providers and their agents and employees are hereby prohibited from making any disclosure of Social Security numbers contrary to the provisions of the law as set out above.
- All Fund service providers and their agents and employees are directed to limit who has access to information or documents that contain the Social Security numbers strictly to those individuals for whom such information is necessary for the provision and administration of the Funds’ health, welfare or retirement programs. Information in any form, written or electronic, which contains Social Security numbers will be handled only by those persons whose job duties require them to have access to that information for the provision and administration of the Funds’ health, welfare or retirement programs. If such information is contained in documents, the documents will be securely stored, with access limited to those persons whose job duties require them to have access to that information. If such information is in electronic form, access to any computer or computer files will be limited, through the use of passwords and/or other technology, to those persons whose job duties require them to have access to that information.
- Documents which contain Social Security numbers and which are no longer needed will be disposed of, whether by shredding or otherwise, in a manner which will insure that the numbers are protected. Each Fund service provider shall be responsible for supervising this process.
- Fund service providers who violate this privacy policy will be subject to disciplinary action, up to and including termination.

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**2014 PLAN**  
**OF THE**  
**SHEET METAL WORKERS' LOCAL UNION NO. 80**  
**PENSION TRUST FUND**  
**FOR**  
**PRODUCTION AND SERVICE EMPLOYEES**  
**(As Amended Through December 1, 2018)**



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**2014 PLAN  
OF THE  
SHEET METAL WORKERS' LOCAL UNION NO. 80 PENSION TRUST FUND  
FOR PRODUCTION AND SERVICE EMPLOYEES**

**(As Amended Through December 1, 2018)**

**PREAMBLE**

The Sheet Metal Workers' Local Union No. 80 Pension Plan was adopted by the Trustees on December 5, 1967, and made effective June 1, 1964, for the purpose of providing retirement and related benefits to eligible employees and their beneficiaries. The Plan was restated for the first time on May 15, 1974, which restatement included all amendments through June 1, 1973. On November 17, 1976, the Plan was amended and restated for the second time to comply with the Employee Retirement Income Security Act of 1974 (ERISA).

Prior to June 1, 1978, the Plan included provisions for two classifications of employees, construction employees and production and service employees. In order to simplify administration, on October 18, 1978, the Plan was divided into a separate construction employees Plan and a production and service employees Plan, as part of the third restatement. Notwithstanding this division, all of the assets of the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund are available to pay benefit to participants and beneficiaries who are covered by the Construction Employees Plan and the Production and Service Employees Plan. On September 21, 1983, both Plans were restated for the fourth time, effective June 1, 1983, both in accordance with the requirements of various Internal Revenue Code amendments. As a result of continuing changes in the various laws governing the Plans, both documents were restated for the fifth time on June 1, 1985.

The Sixth Amendment and Restatement of the Pension Plan for Production and Service Employees, effective June 1, 1991, was intended to incorporate various amendments adopted since the Fifth Restatement, to comply with changes in the applicable statutes and regulations enacted since then and to clarify the plan. The Sixth Amendment and Restatement was amended six times and those amendments were incorporated into the 1998 Restated Plan. The 1998 Plan was amended four times, and those amendments are incorporated into the 2002 Restated Plan. The 2002 Plan was amended eleven times. The Plan was restated in 2009 incorporating those eleven amendments. The 2009 Plan was amended ten times. The Plan was restated in 2014 incorporating those ten amendments. The 2014 Plan has been amended eight times and what follows is the 2014 Restated Plan incorporating those eight amendments, in effect as of December 1, 2018.





## **ARTICLE I - DEFINITIONS**

**Section 1.1 - Definitions in General.** Wherever the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Article unless the context clearly indicates to the contrary. The initial letter of each word and the initial letter of each word of a defined phrase shall be capitalized wherever used herein to denote its being a defined word or term.

**Section 1.2 - Accrued Benefit.** The term "Accrued Benefit" shall mean the monthly benefit which has accrued to a Participant pursuant to the benefit formula described in Article IV hereof which shall be expressed as the Normal Retirement Benefit or Deferred Vested Benefit to which the Participant shall be entitled upon meeting the applicable eligibility requirements.

**Section 1.3 - Active Participant.** The term "Active Participant" shall mean an Employee who has completed at least one Hour of Service under a Production Agreement or Service Agreement for an Employer and has acquired or is acquiring eligibility to receive benefits pursuant to the Pension Plan and who is not a Former Participant, a Retiree or an Inactive Terminated Participant.

**Section 1.4 - Actuarial Equivalent.** The term "Actuarial Equivalent" shall mean a Benefit having the same value as the Benefit which it replaces. In converting one form of monthly Benefit to another form of monthly Benefit, the Actuarial Equivalent shall be determined by using a seven and one-half percent (7 ½%) interest assumption and the Unisex Pension - 1984 Mortality Table, except that in calculating the reduction to the Normal Retirement Benefit to reflect the total number of years and partial years during which the election of the optional 80% or 100% Qualified Pre-Retirement Joint and Survivor Annuity was effective for a Participant, the Actuarial Equivalent shall be determined by using a seven and one-half percent (7 ½%) interest assumption and the GAR - 94 Mortality Table projected to 2002 and blended fifty percent (50%) male and fifty percent (50%) female rates as contained in Rev. Rul. 2001-62. In calculating the current single sum value of a deferred monthly Benefit, the Actuarial Equivalent shall be determined by using, for each Plan Year, the annual rate of interest on 30-year Treasury securities in effect for the month preceding the first day of each such Plan Year and the applicable mortality table on the date as of which the present value is being determined.

Effective June 1, 2008, the minimum lump-sum value shall be the present value using the applicable mortality table and applicable interest rate as described below. The applicable mortality table will be a mortality table, modified as appropriate by the I.R.S., based on the mortality table specified for the Plan Year under I.R.C. § 430(h)(3)(A) (without regard to the §430(h)(3)(C) substitute mortality table or the I.R.C. §430(h)(3)(D) mortality table for the disabled). The applicable interest rate means the 417(e)(3) spot rate as published by the IRS, which is the adjusted first, second, and third segment rates applied under rules similar to the rules of I.R.C. §430(h)(2)(C) for the month immediately preceding the Plan Year in which the distribution is paid. The adjusted first, second, and third segment rates are the first, second, and third segment rates determined under I.R.C. § 430(h)(2)(C) if:

1. The I.R.C. §430(h)(2)(D) definition of “corporate bond yield curve” was applied by substituting the average yields for the month, as described in I.R.C. §430(h)(2)(D)(ii) for the average yields for the 24-month period, as described in such section.
2. For Plan Years beginning in 2008 through 2011, the first, second, and third segment rate for any month is equal to the sum of: (a) the product of the segment rate determined under the general rule above, multiplied by the applicable transitional percentage for the Plan Year; and (b) the product of the annual rate of interest on thirty year Treasury securities as specified by the Commissioner of Internal Revenue for the month immediately preceding the Plan Year in which the distribution is paid, multiplied by the applicable transitional percentage for the Plan Year. The transitional percentages are as follows:

Distributions in Plan Year Beginning	Transition Factor for 30 year Treasury Rates	Transition Factor for Segment Rates
2008	80 percent	20 percent
2009	60 percent	40 percent
2010	40 percent	60 percent
2011	20 percent	80 percent
2012	0 percent	100 percent

**Section 1.5 - Applicable Mortality Table:** The term ‘applicable mortality table’ shall mean the mortality table selected by the Commissioner of the Internal Revenue Service from time to time. Effective for distributions beginning on or after December 31, 2002 through May 31, 2008, the applicable mortality table for adjusting benefits or limitations under Section 415(b)(2) of the Code and for determining the present value of Plan benefits under Section 417(e)(3) and the corresponding provisions of ERISA shall be the GAR-94 mortality table projected to 2002 and blended fifty percent (50%) male rates and fifty percent (50%) female rates as contained in Rev. Rul. 2001-62.

Effective for distributions beginning on or after June 1, 2008, the applicable mortality table for adjusting benefits or limitations under Section 415(b)(2) of the Code and for determining the present value of Plan benefits under Section 417(e)(3) and the corresponding provisions of ERISA shall be the mortality table specified for the Plan Year under I.R.C. § 430(h)(3)(A) (without regard to the §430(h)(3)(C) substitute mortality table or the I.R.C. §430(h)(3)(D) mortality table for the disabled).

**Section 1.6 - Association.** The term "Association" shall mean SMACNA Metropolitan Detroit Chapter, Inc.

**Section 1.7 - Beneficiary.** The term “Beneficiary” shall mean the person or persons most recently designated by a Participant to receive benefits from the Fund in the event of his death, or, in the absence of an effective designation or if such designated person or persons has

(have) predeceased the Participant, any benefit payable under the Plan shall be paid to the first of the following classes of beneficiaries, in successive preference, then surviving the Participant, in equal shares: (i) Spouse, (ii) children, (iii) parents, (iv) brothers and sisters, (v) grandchildren, (vi) individual(s) that is a beneficiary of the Participant's estate, or (vii) the individual(s) identified as entitled to a share of the Participant's property in a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent with respect to the Participant, in accordance with MCL §§700.3983-700.3984, in proportion to the shares identified on the form. Notwithstanding the foregoing, the designation of a Spouse as Beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the Participant and his Spouse. The former Spouse shall be recognized as a Beneficiary following the entry of such judgment or decree only if designated by a Qualified Domestic Relations Order or if designated by the Participant as Beneficiary after the entry of the judgment or decree on a form prescribed and furnished by the Trustees.

**Section 1.8 - Date of Determination.** "Date of Determination" means, for an Employee who has not suffered a Break in Service, the first day of the month following the later of the date as of which the Employee has submitted an application for benefits or the date on which he has completed the eligibility requirements set forth under the terms of this Plan for the benefit for which he is applying. For an Employee who has suffered a Break in Service, "Date of Determination" means the May 31st of the last Plan Year in which 435 or more Hours of Service were credited to the Employee. For an Employee who has more than one Date of Determination, benefits for each separate period of participation will be calculated on the Years of Service accrued during that period of participation and the rate in effect on the respective Date of Determination.

**Section 1.9 - Disabled Participant.** The term "Disabled Participant" shall mean an Active Participant who has been determined to be Totally and Permanently Disabled and who is, pursuant to Article VI, receiving a monthly Disability Benefit.

**Section 1.10 - Employee.** The term "Employee" shall mean:

- (a) any person who is or has been employed by an Employer to perform tasks coming within the Jurisdiction of the Union;
- (b) any person who, after accruing at least one Year of Credited Service based on employment within the Jurisdiction of the Union, is or has been employed by an Employer to perform tasks outside the Jurisdiction of the Union and whose Employer elects to contribute under such terms and conditions as the Trustees may prescribe;
- (c) any person employed in a paid capacity by the Union; and
- (d) any person employed by any Board of Trustees, Committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union and an Employer.

No person who is a proprietor or a partner in an Employer partnership shall be an Employee within the meaning of this Section 1.9.

**Section 1.11 - Employer.** The term "Employer" shall include:

- (a) any member of an Employer Association and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work tasks coming within the Jurisdiction of the Union and which has a Pension Agreement in effect;
- (b) the Union to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement; and
- (c) any Board of Trustees, Committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by the Union and an Employer, to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement.

**Section 1.12 - ERISA.** The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations issued thereunder as the same may be in effect at any time of reference.

**Section 1.13 - Former Participant.** The term "Former Participant" shall mean a person who was an Active Participant but has, pursuant to Article III, Section 3.5, incurred a Break in Service under the Plan but has not terminated participation.

**Section 1.14 - Hours of Service.** The term "Hours of Service" as used herein shall include:

- (a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer. These hours will be credited to the Employee for the Plan Year in which the duties are performed; and
- (b) each hour for which an Employee is paid, or entitled to payment, by an Employer on account of a period of time during which No duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single Plan Year). Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference; and

- (c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same hours of service will not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours will be credited to the Employee for the Plan Year(s) to which the award or agreement pertains rather than the Plan Year in which the award, agreement or payment is made.

**Section 1.15 - Inactive Terminated Participant.** The term "Inactive Terminated Participant" shall mean a person who has been a Participant but has terminated participation by suffering a Permanent Break in Service pursuant to Article III, Section 3.5, and whose accumulated Years of Credited Service and Years of Vesting Service, if any, have therefore been cancelled.

**Section 1.16 - Jurisdiction.** The term "Jurisdiction" shall mean the type of work normally claimed by the Union in accordance with the Constitution, By-Laws, rules, regulations, and agreements of the Sheet Metal Workers' International Association which is performed within the geographic area assigned to the Union by said International Union. Work may come within the Jurisdiction of the Union whether or not it is performed for an Employer.

**Section 1.17 - Participant.** The term "Participant" when used herein without a modifying adjective shall include Active Participants and Former Participants, but not Inactive Terminated Participants or Retirees.

**Section 1.18 - Pension Agreement.** The term "Pension Agreement" shall mean any collective bargaining agreement or article thereof or other agreement which provides for Employer contributions to the Trust Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made and, with respect to Employees working outside the Jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

**Section 1.19 - Plan or Pension Plan.** The term "Plan" or "Pension Plan" as used herein shall mean the Pension Plan for Production and Service Employees adopted under the provisions of the Trust Agreement as said Plan is described in this instrument and as it may be amended from time to time.

**Section 1.20 - Plan Year.** "Plan Year" shall mean the twelve (12) consecutive month period beginning on June 1 and ending on the next succeeding May 31.

**Section 1.21 - Prior Plan.** The term "Prior Plan" shall mean the Sheet Metal Workers Local Union No. 105 Pension Plan, effective May 1, 1956, as amended, and/or the Sheet Metal Workers Local Union No. 281 Pension Plan, effective May 1, 1954, as amended.

**Section 1.22 - Retire.** The term "Retire" shall mean a Participant's complete cessation of all kinds of work which are within the Jurisdiction of the Union whether or not performed for an Employer. Once a Participant commences receiving monthly benefits under the Plan, he shall

not be deemed to be "Retired" for any month in which the conditions set forth in Section 4.5 of Article IV which permit a suspension of his monthly benefits have been met.

**Section 1.23 - Retiree (Retired Participant).** The term "Retiree" (sometimes referred to as "Retired Participant") shall mean a person who was a Participant in the Plan or the Prior Plan and who has applied for and is entitled to receive or is receiving monthly benefits from the Fund, including any such person whose entitlement to benefits has been suspended pursuant to Article IV, Section 4.5.

**Section 1.24 - Surviving Spouse.** Subject to any valid order which the Trustees determine is a qualified domestic relations order under applicable federal law, the term "Surviving Spouse" shall mean (a) before a Participant applies for the Normal, Early or Vested Deferred Retirement Benefits for which he is eligible, the person to whom the Participant was legally married throughout the ninety (90) day period prior to his death or (b) after the Participant applies for the Normal, Early or Vested Deferred Retirement Benefits for which he is eligible, the person to whom the Participant was legally married for at least ninety (90) days prior to the date on which his benefits commence, provided that a Participant who fails to apply for a benefit to which he is entitled before the first day of April of the year following the Plan Year in which he reaches age 70½ shall be deemed to have commenced benefits on that April 1st. In the event the Participant marries within ninety (90) days before his benefits commence and is married to that spouse for at least ninety (90) days prior to his death, the Participant and his spouse shall be treated as having been married throughout the ninety (90) day period prior to the date on which benefits commenced.

**Section 1.25 - Trust Agreement.** The term "Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund, effective October 19, 1964, as that instrument may, from time to time, be amended.

**Section 1.26 - Trust Fund.** The term "Trust Fund" or "Fund" shall mean the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund.

**Section 1.27 - Trustees.** The term "Trustees" shall mean the Employer Trustees and the Union Trustees, collectively, as designated under the Trust Agreement, and as constituted from time to time in accordance with the provisions of the Trust Agreement.

**Section 1.28 - Union.** The term "Union" shall mean Local Union No. 80 of the Sheet Metal Workers' International Association, AFL-CIO.

**Section 1.29 - Year of Credited Service.** The term "Year of Credited Service" shall mean a year which is used in calculating the amount of a Participant's benefits, in accordance with the provisions of Article III, Section 3.1.

**Section 1.30 - Year of Vesting Service.** The term "Year of Vesting Service" shall mean a year which is used in calculating a Participant's vesting and eligibility for benefits, in accordance with the provisions of Article III, Section 3.2.



**Section 1.31 - Work Jurisdiction.** The term "Work Jurisdiction" shall mean the type of work normally claimed by the Union in accordance with the Constitution, By-Laws, rules, regulations, and agreements of the Sheet Metal Workers' International Association. Work may come within the Work Jurisdiction of the Union whether or not it is performed for an Employer.

**Section 1.32 - Other Definition and Terms.** Other definitions as required may appear in the text of other Sections and/or Articles of this Pension Plan document. Wherever used herein, a masculine noun or pronoun shall be deemed to include the feminine and a singular noun or pronoun shall be deemed to include the plural unless the text of the provisions involved clearly indicates the contrary.

## **ARTICLE II - PARTICIPATION**

**Section 2.1 - Eligibility for Participation.** An Employee shall become a Participant when he is credited with an Hour of Service.

If a Participant who has terminated participation by incurring a Permanent Break in Service pursuant to Article III, Section 3.5, resumes employment as an Employee covered by the Plan, he shall again become a Participant when he is credited with an Hour of Service.

## **ARTICLE III - SERVICE AND VESTING**

**Section 3.1 - Credited Service.** Years of Credited Service as determined in accordance with this Section shall be used for the purpose of determining the amount of the Participant's pension benefit.

- (a) **Credited Service prior to the Effective Date.** Any Participant who had accrued Credited Service under a Prior Plan as of June 1, 1964, shall be credited under this Plan with the number of Years of Credited Service, or portions thereof, accrued by him under such Prior Plan as determined from the records of such Prior Plan.
- (b) **Credited Service Subsequent to the Effective Date.**
  - (i) **Prior to June 1, 1976.** For the period June 1, 1964 through May 31, 1976, Credited Service shall be computed on the basis of the total hours for which any Employer contributed to the Pension Fund on the Employee's behalf. The number of Years of Credited Service accrued during that period shall be equal to the sum of (1) the total hours credited to the Participant on or after June 1, 1964, and prior to June 1, 1973, divided by 1,700, and (2) the sum of the number of hours credited to the Participant on or after June 1, 1973, and prior to June 1, 1976, divided by 1,500.
  - (ii) **On or After June 1, 1976.** For the period June 1, 1976 through May 31, 1977, Credited Service shall be computed on the basis of the total number of Hours of Service credited to the Participant during the Plan Year,



divided by 1,500. On and after June 1, 1977, Credited Service shall be computed on the basis of the total number of Hours of Service credited to the Participant during the Plan Year, divided by 1,400.

- (iii) Disabled Employees. In the case of a Participant who is unable to work full time in the sheet metal trade because of a medical disability, which disability is confirmed by a licensed physician and which is a valid and acceptable disabling cause, and provided the Participant notifies the Trustees in writing of this disability within three (3) years of its onset and provides proof of continuing disability when requested to do so by the Trustees, the Participant shall be credited with a Year of Credited Service for each Plan Year during such disability in which the Participant performs at least 700 Hours of Work prior to his reaching early retirement age.
- (iv) Limitation on Total Years of Credited Service. In no event shall a Participant's Years of Credited Service earned subsequent to the later of June 1, 1964, or the date on which he last became a Participant hereunder exceed the number of Plan Years (computed to the nearest one-tenth (1/10th) of a Plan Year) between that date and the Participant's Date of Determination. If a Participant has accrued Years of Credited Service under both this Plan and the Plan for Construction Employees, the limit on his total Years of Credited Service shall not exceed the number of Plan Years between the later of June 1, 1964 or the date on which he last became a Participant under this Plan or the Plan for Construction Employees and his Date of Determination (computed to the nearest one-tenth (1/10th) of a year). Any limitation in service for a Participant with service in both Plans shall be first applied to reduce service under the Plan with the lower applicable benefit rate.

On and after June 1, 1977, if the total number of Hours of Service credited to a Participant during any Plan Year exceeds 1,400, the number of Hours of Service in excess of 1,400 shall be referred to as "excess Hours of Service". Excess Hours of Service in one Plan Year may be used for the Participant's vesting and benefit accrual in another Plan Year as follows:

- (1) For any Plan Year in which the Participant is credited with less than 1,400 Hours of Service ("short Plan Year"), the excess Hours of Service from another Plan Year(s) may be used to obtain 1,400 Hours of Service in the short Plan Year, provided that the Participant is or was an Active Participant during the short Plan Year in which such excess Hours of Service are used.
- (2) Excess Hours of Service cannot be used to cure a Break in Service Year in order to prevent a Break in Service (become an inactive Participant) as provided in Article III, Section 3.5.

- (3) Excess Hours of Service cannot be used during Plan Years in which a Participant is receiving Disability Benefits under this Plan, provided that excess Hours of Service may be used to obtain 700 Hours of Service for the Plan Year in which such Disabled Participant became disabled so long as such Disabled Participant was credited with at least one Hour of Service in that Plan Year.

**Section 3.2 - Vesting Service.** Years of Vesting Service, as determined in accordance with this Section, shall be used for the purpose of determining the Participant's eligibility for benefits hereunder.

- (a) Year of Vesting Service. "Year of Vesting Service" shall mean any Plan Year commencing on or after June 1, 1976, in which a Participant is credited with not less than 870 Hours of Service. The initial computation period shall commence on the Participant's entry date and end on the first anniversary date thereof. Subsequent computation periods shall be based on the Plan Year. For purposes of the foregoing, the entry date shall be the date on which the Employee first performs an Hour of Service.

A Participant who is credited with at least 435 but fewer than 870 Hours of Service in a Plan Year shall be given a Partial Year of Vesting Service for that Plan Year which shall be calculated by dividing his Hours of Service by 1400.

Notwithstanding the foregoing, a Participant's Years or Partial Years of Vesting Service shall not be less than his Years or Partial Years of Credited Service.

- (b) Years of Vesting Service for Contiguous Non-Covered Employment. For purposes of this Section 3.2(b), "Covered Employment" shall mean employment with an Employer for which contributions to the Fund are required under the terms of a Pension Agreement as of the time the work is performed, and "Non-Covered Employment" shall mean employment with an Employer for which contributions to the Fund are not required under the terms of a Pension Agreement as of the time the work is performed.

If an Employee who was employed in Non-Covered Employment becomes an Active Participant in the Plan while working for an Employer, he shall be given Years of Vesting Service for his contiguous employment with that Employer immediately prior to the date he commenced performing Covered Employment, but in no event shall Years of Vesting Service be granted for any Non-Covered Employment during any period in which the Employer is not a Contributing Employer to the Fund. The Years of Vesting Service thus granted retroactively shall be based on Hours of Service and shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

An Active Participant who becomes employed in Non-Covered Employment for

an Employer immediately after he has been performing Covered Employment shall continue to accrue Years of Vesting Service for such contiguous Non-Covered Employment based on his Hours of Service, but in no event for any such Non-Covered Employment during any period in which the Employer is not a Contributing Employer to the Fund. Such Years of Vesting Service shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

### **Section 3.3 - Years of Vesting Service For Other Employment.**

- (a) Siding and Decking Employees. If a Participant is employed under the terms of the Architectural and Specialty Contractors Division of the Sheet Metal Industry Collective Bargaining Agreement executed by and between his employer and the Union, he shall continue to accrue Years of Vesting Service, based on hours of work he performs under that Agreement up to 435 per Plan Year, which shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.
- (b) Residential Employees. If a Participant is employed under the terms of the Residential Agreement executed by and between his employer and the Union, he shall accrue Years of Vesting Service hereunder based on hours of work he performs under that Agreement up to 435 per Plan Year, which shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

**Section 3.4 - Credit for Military and Uniformed Service.** If an Employee enters service in the Armed Forces or other uniformed services of the United States then covered by applicable federal law (hereinafter “Services”) and serves for a period of 5 years or less, unless his service is extended by the government, and resumes employment as an Employee covered by this Plan within 12 months of the date of his discharge under honorable conditions from the Services, or within 24 months if he is recovering from an illness or injury incurred during or aggravated by his service in the Services, he shall be credited with Hours of Service and shall accrue Years of Credited Service for the period of his service in the Services. The Hours of Service with which he is credited shall be the higher of the average number of Hours of Service with which he was credited each month during the 3 Plan Years or the 12 consecutive month period immediately preceding his entry into the Services or, if he first became an Employee less than 3 Plan Years prior to his entry into the Services, the higher of the monthly average of Hours of Service with which he was credited during the shorter period or the 12 consecutive month period immediately preceding his entry into the Services.

An Employee who is a Reservist or National Guardsman and is called to active service by the United States Government shall be credited with Hours of Service and shall accrue Years of Credited Service for the period of that active service in accordance with the provisions set out in the above paragraph.

Any cost associated with the granting of credit as set out in this Section 3.4 shall be a liability of the Fund as a whole and not allocated to any individual Employer.

The Beneficiaries of an Employee who dies while serving in the Services, but who would otherwise have been eligible to be credited with Hours of Service under this Section 3.4, shall be entitled to all additional benefits provided under the Plan (except benefit accruals relating to the period of the Employee's service in the Services) to which they would have been entitled had the Employee resumed employment in a timely manner and then terminated employment on the date of his death.

The Employee (or his Beneficiaries) shall be required to submit such documents and information as required by the Trustees to determine his (their) eligibility hereunder.

**Section 3.5 - Break in Service.**

- (a) Prior to June 1, 1977. Prior to June 1, 1977, a Participant who was credited with fewer than 150 hours of Employer contributions during any Plan Year within any period of ten (10) consecutive Plan Years shall be deemed to have incurred a Permanent Break in Service as of the last day of the most recent prior Plan Year during which the Participant was credited with at least 150 hours of Employer contributions and to have forfeited as of that date all accrued Years of Credited Service and Years of Vesting Service (previously referred to as Years of Eligibility Service).
- (b) On and After June 1, 1977:
  - (i) Vested Participants. A vested Participant who is credited with fewer than 435 Hours of Service shall accrue a Break in Service Year. When he has accrued three (3) consecutive Break in Service Years, he shall be deemed to have incurred a Break in Service (become an inactive Participant) as of the last day of the last Plan Year in which he was credited with at least 435 Hours of Service. A vested participant who becomes an inactive participant will not forfeit any of his previously accrued benefits.
  - (ii) Non-Vested Participants. A non-vested Participant who is credited with fewer than 435 Hours of Service shall accrue a Break in Service Year. After June 1, 1977 but prior to June 1, 1985, a Participant shall forfeit any Years of Vesting Service previously accrued when the number of consecutive one-year Breaks in Service exceeds the number of Years of Vesting Service such Participant had on the date of his Break in Service. On or after June 1, 1985, a Participant shall forfeit any Years of Vesting

Service previously accrued when the number of consecutive one-year Breaks in Service reaches five (5).

- (c) Effect of Break in Service. If a Participant who is not vested in his Accrued Benefit incurs a Break in Service, he shall forfeit all of his Years of Credited Service and his Years of Vesting Service. Upon his return to Covered Employment, a Participant who forfeited his Years of Credited Service and Years of Vesting Service shall be considered a new Participant, unless such Years of Credited Service and Years of Vesting Service are reinstated in accordance with Section 3.6 hereof.
- (d) Prior Plans. The criteria for Breaks in Service shall be applied to all Participants, whether originally Participants in the Local 105, Local 281, or Local 80 Pension Plans, retroactively to the inception of such Plans.
- (e) Maternity/Paternity Exception. Solely for purposes of determining whether a Break in Service has occurred after June 1, 1985, any Participant who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such Participant but for such absence, or, in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Participant (2) by reason of the birth of a child to the Participant, (3) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (2) in all other cases, in the following Plan Year. The total number of Hours of Service required to be treated as completed for any period shall not exceed four hundred thirty-five (435) hours.
- (f) Service for the International Union. Notwithstanding any other provision of this Plan, a Participant shall not suffer a Break in Service during the term of service with the International Union or while serving on the International Union's staff. The benefit rate applicable to a Participant who retires from service with the International Union shall be the benefit rate in effect as of the later of:
  - (i) the effective date of his retirement;
  - (ii) the date last worked for the International Union; or
  - (iii) the date last worked for a contributing Employer.

**Section 3.6 - Reinstatement of Years of Credited Service and Years of Vesting Service.**

- (a) Reinstatement for Return to Covered Employment After June 1, 1977 but Prior to June 1, 1985. A Participant who was not vested who incurred a Break in Service and forfeited his Years of Credited Service and Years of Vesting Service at any time prior to June 1, 1985, and after such Break in Service returns to Covered Employment after June 1, 1977 but prior to June 1, 1985, and accrues at least 435 Hours of Service in a Plan Year, will have the Years of Credited Service and Years of Vesting Service forfeited as a result of his latest Break in Service reinstated, provided that the number of Plan Years between the date of his Break in Service and the first day of a subsequent Plan Year in which he accrues at least 435 Hours of Service does not exceed the number of Years of Vesting Service such Participant had on the date of his Break in Service.
- (b) Reinstatement for Return to Covered Employment On or After June 1, 1985. A Participant who is not vested and who incurs a Break in Service after June 1, 1985, shall have his Years of Vesting Service and Years of Credited Service earned prior to such Break in Service reinstated only if he returns to Covered Employment, is credited with at least 435 Hours of Service within a Plan Year, and the number of consecutive one-year Breaks in Service is less than the greater of five (5) years or the aggregate number of pre-break Years of Vesting Service with which he was credited prior to his latest Break in Service.

**Section 3.7 – Vesting.**

- (a) A Participant shall vest in accordance with the following schedule:

<b><u>YEARS OF VESTING SERVICE</u></b>	<b><u>PERCENT VESTED</u></b>
1 - 4	0%
5 or more	100%

- (b) An Active Participant shall be 100% vested in his Accrued Benefit on the later of his sixty-fifth (65th) birthday or the fifth (5th) anniversary date of the date he first performed an Hour of Service subsequent to his latest Break in Service.
- (c) An Active Participant shall be 100% vested in his Accrued Benefit on the later of his sixty-fifth (65th) birthday or the fifth (5th) anniversary date of the date he first performed an Hour of Service subsequent to his latest Break in Service.

**Section 3.8 - Limitation of Benefits:** There is no limitation on the amount of benefits a Participant may accrue or receive hereunder except as required by Section 415 of the Internal Revenue Code and the rules and regulations applicable thereto in Limitation Years beginning on and after July 1, 2007, which are incorporated herein by reference, except as otherwise provided herein. The Plan's Limitation Year is the calendar year, January 1 to December 31, so these provisions will apply under the Plan on and after January 1, 2008.



The application of the provisions of this Section shall not cause the maximum permissible benefit of any Participant to be less than the Participant's Accrued Benefit as of December 31, 2006, provided the Plan met the applicable requirements of the statute, regulations and other published guidance on Section 415 in effect immediately before July 1, 2007, which it did.

For purposes of applying the limitations imposed by Section 415:

- (a) the only benefits accrued under this Plan which are aggregated with other benefits are those based on contributions by an Employer that also maintains(ed) another, non-multiemployer plan under which the Participant accrued or is accruing benefits.
- (b) annual cost-of-living adjustments to the Section 415 dollar limitation, which are incorporated by reference, shall apply to all remaining benefit payments to a Participant who has commenced receiving benefits under the Plan and to the benefits of a Participant who has terminated employment with a contributing Employer.
- (c) the dollar limitation on a Participant's annual benefit, which is \$185,000 in 2008, shall be adjusted if the Participant commences receiving benefits before he attains age 62 or after he attains age 65 in accordance with Section 415, but shall not be adjusted to reflect the probability of the Participant's death before he attains age 62 or between the date he attains age 65 and his annuity starting date.

**Section 3.9 - Payment of Benefits.** The Fund shall pay benefits in accordance with the terms of this Plan and with Section 401(a)(9) of the Internal Revenue Code and the regulations, specifically Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, applicable thereto at any time of reference. If any provision of this Plan is inconsistent with Section 401(a)(9) and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, that Section and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, will control the manner and form in which benefits are paid.

#### **ARTICLE IV - NORMAL RETIREMENT BENEFITS**

**Section 4.1 - Eligibility.** An Active Participant shall be eligible to Retire and receive a Normal Retirement Benefit if he makes application therefor and:

- (a) has reached the later of his sixty-fifth (65th) birthday or the fifth (5th) anniversary date of the date he first performed an Hour of Service subsequent to his latest Break in Service,
- (b) has not suffered a Break in Service prior to reaching his sixty-fifth (65th) birthday from which he has not earned reinstatement, and
- (c) has completely withdrawn from Covered Employment.



The right of an Active Participant to receive Normal Retirement Benefits shall be non-forfeitable on the later of the dates set out in subsection (a) above.

#### **Section 4.2 - Amount of Normal Retirement Benefit.**

- (a) Normal Benefit. The amount of the monthly Normal Retirement Benefit shall be determined by multiplying, for each of the eligible Active Participant's Dates of Determination, the number of Years of Credited Service under this Plan and the number of Years of Credited Service under a Prior Plan, if any, by the applicable benefit rate in effect on each of such Active Participant's Dates of Determination, subject to any reduction(s) applicable pursuant to Section 4.2(b) and subject to the limitations of Article III, Section 3.8. Those rates for Active Participants who retire on or after January 1, 1986, are set forth in the following schedule:

##### **MONTHLY PENSION BENEFIT RATE FOR EACH YEAR OF CREDITED SERVICE**

Benefit Class	<u>Dates of Determination</u>						
	6/64 to 5/70	6/70 to 5/73	6/73 to 6/75	7/75 to 5/76	6/76 to 5/77	6/77 to 5/78	6/78 to 5/79
1	\$4.38	\$6.25	\$6.88	\$7.13	\$7.13	\$7.13	\$7.13
2	5.63	7.50	8.25	8.69	8.69	8.69	8.69
3	6.88	9.06	9.75	10.25	10.25	10.25	10.25
4	8.13	10.94	11.25	11.82	11.82	11.82	11.82
5	8.13	13.13	13.38	13.38	13.38	13.38	13.38
6	8.13	13.13	14.25	14.95	14.95	14.95	14.95
7	8.13	13.13	15.75	16.50	16.50	16.50	16.50
8	8.13	13.13	17.25	18.07	18.07	18.07	18.07
9	8.13	13.13	18.75	19.63	19.63	19.63	19.63
10	8.13	13.13	18.75	19.63	20.70	20.70	20.70
11	8.13	13.13	18.75	19.63	20.70	23.13	23.13
12	8.13	13.13	18.75	19.63	20.70	23.13	25.45
13	8.13	13.13	18.75	19.63	20.70	23.13	25.45
14	8.13	13.13	18.75	19.63	20.70	23.13	25.45
15							
16							
17							
18							
19							
20							

  

Benefit Class	6/79 to 12/31/85	1/1/86 to 5/31/87	6/1/87 to 5/31/96	6/1/96 to 5/31/97	6/1/97 to 5/31/98	6/1/98 to 5/31/99	6/1/99 to 5/31/00	6/1/00 to 5/31/03	6/1/03 and thereafter
1	\$7.13	\$7.13	\$10.80	\$11.80	\$13.80	\$17.49	\$18.36	\$18.57	\$18.98
2	8.69	8.69	13.20	14.20	16.20	\$20.33	\$21.35	\$21.60	\$22.07
3	10.25	10.25	15.60	16.60	18.60	\$23.16	\$24.32	\$24.60	\$25.14
4	11.82	11.82	18.00	19.00	21.00	\$26.00	\$27.30	\$27.62	\$28.23
5	13.38	13.38	20.30	21.30	23.30	\$28.72	\$30.16	\$30.51	\$31.18
6	14.95	14.95	22.70	23.70	25.70	\$31.55	\$33.13	\$33.52	\$34.26
7	16.50	16.50	25.10	26.10	28.10	\$34.39	\$36.11	\$36.53	\$37.33
8	18.07	18.07	27.50	28.50	30.50	\$37.23	\$39.09	\$39.54	\$40.41
9	19.63	19.63	29.80	30.80	32.80	\$39.95	\$41.95	\$42.44	\$43.37
10	20.70	20.70	31.50	32.40	34.50	\$41.95	\$44.05	\$44.56	\$45.54
11	23.13	23.13	35.20	36.20	38.20	\$46.33	\$48.65	\$49.22	\$50.30
12	25.45	25.45	38.70	39.70	41.70	\$50.46	\$52.98	\$53.60	\$54.78
13	28.00	28.00	42.60	43.60	45.60	\$55.07	\$57.82	\$58.49	\$59.78
14	28.00	29.70	45.00	46.00	48.00	\$57.91	\$60.81	\$61.52	\$62.87
15				48.80	50.80	\$61.22	\$64.28	\$65.03	\$66.46
16				51.70	53.70	\$64.65	\$67.88	\$68.67	\$70.18
17				54.50	56.50	\$67.95	\$71.35	\$72.18	\$73.77
18				57.30	59.30	\$71.26	\$74.82	\$75.69	\$77.35
19				60.20	62.20	\$74.69	\$78.42	\$79.33	\$81.07
20				63.00	65.00	\$78.00	\$81.90	\$82.85	\$84.67

BENEFIT RATES UNDER PRIOR 281 PLAN

<u>Dates of Determination</u>		<u>Monthly Benefit Rate Per Year of Credited Service</u>
6/64 - 5/70		\$6.25
6/70 - 5/73		7.88
6/73 - 5/75		11.25
6/75 - 6/76		11.75
6/76 - 5/77		12.38
6/77 - 5/78		13.81
6/78 - 5/87:	Benefit Classes 1-11	13.81
	Benefit Classes 12-14	15.19
6/87 - 5/96:	Benefit Class 1-11	21.00
	Benefit Class 12-14	23.10
6/96 and thereafter	Benefit Classes 1-11	21.00
	Benefit Classes 12-20	23.10

A Participant's Benefit Class shall be determined, in accordance with the schedule below, by the average annual contribution for the three (3) Plan Years in which the highest contributions are made or required to be made to the Pension Fund based on work performed by the Participant.

If the contribution made or required to be made for a Participant in any Plan Year is less than Three Hundred (\$300) Dollars, the monthly Normal Retirement Pension credited for such year shall be equal to the proportion of the lowest applicable benefit rate in the above schedule which the contribution bears to \$300 (calculated to the nearest multiple of ten (10) cents).

<u>AVERAGE ANNUAL CONTRIBUTION OF THREE HIGHEST PLAN YEARS</u>	<u>BENEFIT CLASS</u>
less than \$300	1
\$300 but less than \$400	2
\$400 but less than \$500	3
\$500 but less than \$600	4
\$600 but less than \$700	5
\$700 but less than \$800	6
\$800 but less than \$900	7
\$900 but less than \$1,000	8
\$1,000 but less than \$1,100	9
\$1,100 but less than \$1,330	10
\$1,330 but less than \$1,678	11
\$1,678 but less than \$2,078	12
\$2,078 but less than \$2,436	13
\$2,436 but less than \$2,958	14
\$2,958 but less than \$3,481	15
\$3,481 but less than \$4,003	16
\$4,003 but less than \$4,526	17
\$4,526 but less than \$5,049	18
\$5,049 but less than \$5,572	19
\$5,572 and over	20

Effective August 1, 2011, notwithstanding anything foregoing to the contrary, a Participant's Normal Retirement Benefit shall be the greater of:

- (i) The Participant's Normal Retirement Benefit earned as of July 31, 2011, or,
  - (ii) The Participant's Normal Retirement Benefit earned as of May 31, 2011, increased for each Year of Credited Service earned thereafter by an amount equal to
    - a. For a Year of Credited Service earned in any Plan Year other than those expressly described below, the benefit rate shall be 62.5% of the benefit rate stated in Section 4.2(a)(i) above.
    - b. For each Year of Credited Service earned in Plan Years June 1, 2011 through May 31, 2014, the benefit rate shall be the lesser of (1) the benefit rate as defined above, and (2) \$10, and
    - c. For a Year of Credited Service earned in the Plan Year June 1, 2018 through May 31, 2019 only, the benefit rate shall be 72.9% of the benefit rate stated in Section 4.2(a)(i) above.
- (b) Election of Optional Form of Qualified Preretirement Survivor Annuity. A Participant may elect, in a writing signed by the Participant on a form provided by the Trustees, on or after the date on which he attains age 35 but prior to the date on which he retires, one of the following two optional forms of Qualified Preretirement Survivor Annuity in order to provide for increased benefits to his surviving spouse in the event the Participant dies prior to the effective date of his retirement. Such Participant may, at any time prior to the effective date of his retirement, revoke, and subsequently elect and revoke without limitation, such election in a writing signed by the Participant on a form provided by the Trustees. For each year and partial year during which such election is effective with respect to a Participant, his Normal Retirement Benefit shall be the Actuarial Equivalent of his benefit as calculated pursuant to Section 4.2(a) of this Article IV, reduced to reflect the total number of years and partial years during which the optional 80% or 100% Qualified Pre-Retirement Joint and Survivor Annuity was effective for such Participant:
- (i) 80% Qualified Pre-Retirement Joint and Survivor Annuity. This form provides that if the Participant dies prior to the effective date of his retirement, his Surviving Spouse receives a monthly benefit equal to 80% of the actuarial equivalent of the monthly Normal Retirement Benefit (reduced to reflect the total number of years and partial years during which his election of the 80% Qualified Preretirement Survivor Annuity was effective) the deceased Participant would have been entitled to at Normal Retirement Age based upon his accumulated Years of Credited Service at the date of his death.

- (ii) 100% Qualified Pre-Retirement Joint and Survivor Annuity. This form provides that if the Participant dies prior to the effective date of his retirement, his Surviving Spouse receives a monthly benefit equal to 100% of the actuarial equivalent of the monthly Normal Retirement Benefit (reduced to reflect the total number of years and partial years during which his election of the 100% Qualified Preretirement Survivor Annuity was effective) the deceased Participant would have been entitled to at Normal Retirement Age based upon his accumulated Years of Credited Service at the date of his death.
- (c) Increases in Benefit Rates. The foregoing provisions of this Section notwithstanding, the Normal Retirement Benefits of Retirees who have been designated as Production or Service Employees by the Collective Bargaining Agreement, or the pension payable to Surviving Spouses of such Production and Service Employees, whose benefit payments commenced on or after June 1, 1970, shall be increased effective June 1, 1970, to the applicable benefit rates which became effective that date.

Benefits payable to Retirees and Surviving Spouses shall be increased in accordance with the following schedule, provided such Retiree or Surviving Spouse was then receiving a benefit under the Plan. The amount of the increase shall be determined by multiplying that portion of the pension payable on the date of the increase which is attributable to Credited Service under the Prior 281 Plan by the factor in Column 1 and that portion attributable to Credited Service under the Local 80 Plan by the factor in Column 2:

<u>Date of Pension Increase</u>	<u>Increase Factor</u>	
	<u>Column 1</u>	<u>Column 2</u>
June 1, 1973	1.430	1.100
June 1, 1975	1.046	1.046
June 1, 1976	1.056	1.056
June 1, 1980	1.060	1.060
June 1, 1986	25.000	25.000
June 1, 1987	10.000	10.000
June 1, 1995	1.035	1.035
June 1, 1996	1.016	1.016
June 1, 1997	1.032	1.032

The monthly Normal, Early and Vested Retirement Benefits payable to Production and Service Employees and Surviving Spouses of Production and Service Employees who were receiving a benefit before June 1, 1998, were increased 5% effective June 1, 1999.

The monthly Normal, Early and Vested Retirement Benefits payable to Production and Service Employees and Surviving Spouses of Production and Service Employees who were receiving a benefit before June 1, 1999, were increased 1% effective June 1, 1999.

Any Participant who retires on or after June 1, 1976, shall, in no event, receive a pension benefit less than the pension benefit he would have received had he retired prior to June 1, 1976.

Each Retiree and each Beneficiary who was entitled to be paid a monthly benefit on December 1, 2001 shall be paid an additional one-time benefit in the amount of \$200 on or about December 1, 2001.

- (d) Retirement After Normal Retirement Age. If an Active Participant who meets the eligibility requirements of Section 4.1 does not retire at his Normal Retirement Age or, if later, the earliest date on which he would be eligible to commence receiving Normal Retirement Benefits, the amount of his Normal Retirement Benefit shall be the greater of:
  - (i) an amount actuarially equivalent to the Normal Retirement Benefit to which he would have been entitled had he applied to receive payments on the first day of the month following the month in which he became eligible for Normal Retirement Benefits, or
  - (ii) the amount calculated in accordance with Section 4.2 (a) and (b) including any additional Employer contributions made to the Fund in respect to Hours of Service performed by the Participant after the month in which he became eligible for Normal Retirement Benefits.

The Trustees may establish reasonable rules to determine in the calculation required under Section 4.2(d)(i) whether an Active Participant who initially Retires after he was first eligible to Retire under the Normal Retirement provisions described in Section 4.2(a) is actually entitled to an additional benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 4.5.

**Section 4.3 - Commencement of Benefit Payments.** An Active Participant who meets the eligibility requirements for a Normal Retirement Benefit as set forth in Section 4.1, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a Normal Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements set forth in Section 4.1 and submitted said application. No benefits will be payable for any periods prior to the application filing date. Distribution of such benefit, in the absence of an earlier application by the Active Participant, shall commence No later than the first day of April following the calendar year in which he reaches age 70½.

If a Retiree accrues Credited Service as a result of work performed after the first day of April following the calendar year in which he reached age 70½, he shall commence receiving an additional monthly benefit effective the following January 1 based on that Credited Service. Additional monthly benefits shall be payable each January 1 thereafter based on the Credited

Service, if any, accrued during the immediately preceding calendar year. Each such additional monthly benefit payable under this Section shall be calculated at the benefit rate in effect on the January 1 as of which each separate additional monthly benefit is payable and paid in the same form of benefit in which the Retiree's monthly benefit is being paid.

#### **Section 4.4 - Forms of Normal Retirement Benefits.**

- (a) **Married Individuals.** If on the date the Participant's retirement benefit payments commence he is married to a Spouse, such benefits shall be paid in the 50% Joint and Survivor Benefit Form, which shall provide the Participant with an unreduced monthly benefit equal to the Normal Retirement Benefit and, following the death of the Participant, provide his Spouse with a monthly benefit equal to 50% thereof for the remainder of her life. In the alternative, the Participant may, at the time of making application for Normal Retirement Benefits, elect to receive benefits under one of the optional forms described below:
- (1) **75% Joint and Survivor Benefit Form.** This form provides a benefit amount actuarially equivalent to the 50% Joint and Survivor Benefit Form reduced to provide a benefit to the Retiree for his life and, upon his death, a benefit payable to the Retiree's Surviving Spouse for the remainder of her life in an amount equal to 75% of the reduced benefit paid to the Retiree.
  - (2) **80% Joint and Survivor Benefit Form.** This form provides a benefit amount actuarially equivalent to the 50% Joint and Survivor Benefit Form reduced to provide a benefit to the Retiree for his life and, upon his death, a benefit payable to the Retiree's Surviving Spouse for the remainder of her life in an amount equal to 80% of the reduced benefit paid to the Retiree.
  - (3) **100% Joint and Survivor Benefit Form.** This form provides a benefit amount actuarially equivalent to the 50% Joint and Survivor Benefit Form reduced to provide a benefit to the Retiree for his life and, upon his death, a benefit payable to the Retiree's Surviving Spouse for the remainder of her life in an amount equal to the reduced benefit paid to the Retiree.

If the Retiree commences to receive benefits in either the 75%, 80% or 100% Joint and Survivor Benefit Form and the Retiree's Spouse predeceases him, his benefit shall thereafter be paid, effective the first of the month following his Spouse's death, in the Benefit Form provided to single Participants as described in subsection (b) of this Section 4.4.

- (b) **Single Individuals.** If a Participant does not have a Spouse on the date his benefit payments commence, he shall receive the Normal Retirement Benefit, payable monthly until his death.

The Trustees shall provide the Participant with a written explanation of the 50% Joint and Survivor Benefit Form and the relative values of the optional forms of benefits no less than 30 days and no more than 180 days prior to the date on which the first benefit is payable. Distribution of an optional form of benefit may begin less than 30 days but no less than 7 days after the written explanation is given if the participant elects, and his spouse consents, to waive the requirement that the written explanation be given at least 30 days prior to the date on which the first benefit is payable. The 180 day maximum time period for providing the written explanation shall not be considered violated merely because, due solely to administrative delay, distribution commences more than 180 days after the written explanation is provided to the Participant

**Section 4.5 - Suspension of Benefits.** Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to a Retiree or Participant who would otherwise be eligible to receive such retirement benefits shall be suspended in accordance with the provisions of this Section if the Retiree or Participant returns to or continues in employment of the type and for the periods of time set forth herein for any period prior to the first day of April following the calendar year in which he reaches age 70½.

- (a) Return to Employment. A Retiree who has begun to receive Normal, Early Deferred or Disability Benefits shall have his monthly benefit suspended for any period prior to the first day of April following the calendar year in which he reaches age 70½ if he meets all of the following conditions:
  - (i) he becomes actively employed or self-employed for at least forty hours in any calendar month or for at least forty hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retiree is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence,
  - (ii) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retiree first received monthly benefits (or would have received monthly benefits had he not remained in or returned to an employed status),
  - (iii) such employment is within the Work Jurisdiction of the Union, and
  - (iv) such employment is within the State of Michigan or within the remainder of any Standard Metropolitan Statistical Area (SMSA), part of which is within the State of Michigan.
- (b) Amount Suspended. The amount of retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subparagraph (a) above shall be the lesser of (1) an amount equal to



the monthly benefit which would have been payable to him if he had been receiving monthly benefits under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such period.

- (c) Resumption of Payments. At such time as the Retiree or Participant is no longer employed as defined in subparagraph (a) above and so notifies the Trustees in accordance with subparagraph (f) below, the payment of monthly benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall include that monthly benefit, plus any amounts suspended for prior months for which the Trustees determine that the Retiree or Participant was no longer employed as defined in subparagraph (a) above, less any amounts which are offset in accordance with subparagraph (d) below.

When payment of monthly benefits is resumed or commenced, the amount of such payments shall be the same form and amount the Retiree or Participant was receiving or entitled to receive from the Plan prior to his return to employment or his continuation of employment (except for any offset of overpayments pursuant to subparagraph (d)) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to or continued employment or unless, during his period of re-employment or continuation of employment, he was credited with sufficient Hours of Work to be entitled to additional benefits under the same conditions as an Active Participant.

Any additional monthly benefit shall be calculated and payable each January 1 based on work performed by the Retiree during the immediately preceding calendar year, unless his monthly benefit is suspended on that date, in which case the additional benefit shall be payable when payment of his monthly benefit is resumed. Each such additional benefit payable under this Section shall be calculated in the same form of benefit in which the Retiree's monthly benefit was being paid and at the rate in effect on that January 1 as of which each additional benefit is calculated.

- (d) Offset Rules. In the event a Retiree receives monthly benefits for any period of time for which he is not entitled because of the provisions of this Section 4.5, the Trustees shall treat such amounts as advance payments of future benefits and they shall recover these amounts by reducing each of the Retiree's future monthly benefits by an amount to be determined by them, not to exceed the greatest amount they are permitted to withhold pursuant to applicable regulations, until the benefits which the Retiree received but was not entitled are recovered in full.
- (e) Notification. The Trustee shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar



month in which the Trustees withhold his monthly Retirement Benefit. The notice shall include a complete copy of this Section and a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment.

(f) Verification and Determination of Status.

- (i) Every Retiree who has retired and is receiving Retirement Benefits and every Participant who would be eligible to receive Retirement Benefits but for his reemployment or continued employment who engages in any employment as described in subparagraph (a) above shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.
- (ii) It shall be a condition to the right of the Retiree or Participant to receive future monthly Retirement Benefit payments that the Retiree or Participant, at such times as may be requested by the Trustees, shall certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in subparagraph (a) above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.
- (iii) The Trustees shall within sixty (60) days after receipt of a written request, together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly Retirement Benefits. All determinations by the Trustees relating to the suspension of benefits or the determinations of the character of any contemplated employment or reemployment shall be considered in accordance with the claims procedure adopted by the Trustees.

(g) Presumptions.

- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subparagraph (f) above, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the Retiree or Participant has worked more than forty (40) hours in the calendar month.
- (ii) The verification requirements set forth in subparagraph (f) and the nature and the effect of these presumptions shall be set forth in the Summary

Plan Description and in any communications to Participants and Retirees which relate to such verification requirements, and shall be furnished to all Retirees at least once every twelve (12) calendar months.

- (h) Temporary Limited Waiver. Notwithstanding the foregoing, effective from December 1, 2013 through November 30, 2015 only, upon a determination by the Union of full employment or inability to fulfill job requests, a Retired Participant whose effective date of retirement is at least six months earlier and who has received at least six consecutive monthly benefit payments immediately prior to his return to work may return to work as described above for an Employer maintaining the Plan without limitation without suffering a suspension of benefits then in pay status. Any additional benefit accruals that a Retired Participant returning to work for an Employer maintaining the Plan may earn shall be offset by the actuarial value of benefits paid by the Fund during the period of his return to work. Any additional monthly benefits that may be payable shall be determined as of the next June 1, until the first calendar year following the calendar year in which the Retired Participant reaches age 70  $\frac{1}{2}$ , and then each January 1 (and paid upon his subsequent cessation of work ) based on the Years of Credited Service or fractions thereof, if any, accrued by the Retired Participant during his return to work but subsequent to his date of retirement, net of the actuarial offset of benefits paid. Each such net additional benefit payable under this paragraph shall be calculated in the same form of benefit in which the Retired Participant's monthly benefit is being paid and at the rate in effect on the April 1 as of which each additional benefit is determined, and, where applicable, calculated using the ages of the Retired Participant and his spouse on the date of his retirement upon his subsequent cessation of work in the same form which he elected when he first retired. The Union's determination of full employment/inability to fulfill job requests shall be communicated to the Fund on a prospective calendar quarterly basis at least three weeks prior to the start of such calendar quarter, so that timely notice to Retired Participants may be sent.
- (i) Second Temporary Limited Waiver. Notwithstanding the foregoing, effective from July 1, 2016 through December 31, 2017 only, a Retired Participant whose effective date of retirement was on or before June 1, 2016 may return to work as described above for an Employer maintaining the Plan without limitation without suffering a suspension of benefits then in pay status. Any additional benefit accruals that a Retired Participant returning to work for an Employer maintaining the Plan may earn shall be offset by the actuarial value of benefits paid by the Fund during the period of his return to work. Any additional monthly benefits that may be payable shall be determined as of the next June 1, until the first calendar year following the calendar year in which the Retired Participant reaches age 70  $\frac{1}{2}$ , and then each January 1 (and paid upon his subsequent cessation of work) based on the Years of Credited Service or fractions thereof, if any, accrued by the Retired Participant during his return to work but subsequent to his date of retirement, net of the actuarial offset of benefits paid. Each such net additional benefit payable under this paragraph shall be calculated in the same form of

benefit in which the Retired Participant's monthly benefit is being paid and at the rate in effect on the April 1 as of which each additional benefit is determined and, where applicable, calculated using the ages of the Retired Participant and his spouse on the date of his retirement upon his subsequent cessation of work in the same form which he elected when he first retired.

## **ARTICLE V - EARLY RETIREMENT BENEFITS**

**Section 5.1 - Eligibility.** Effective June 1, 1976, an Active Participant shall be eligible to Retire and receive an Early Retirement Benefit if such Active Participant makes an application therefor and:

- (a) has attained age fifty-five (55), but not Normal Retirement Age,
- (b) has not suffered a Break in Service from which he has not earned reinstatement prior to his application for benefits,
- (c) has accrued ten (10) or more Years of Vesting Service, and
- (d) has completely withdrawn from Covered Employment for reasons other than disability as defined in Section 6.1.

### **Section 5.2 - Amount.**

The amount of the monthly Early Retirement Benefit shall be computed by determining the amount of the monthly Normal Retirement Benefit, in accordance with Section 4.2 and reducing such amount by  $\frac{1}{2}$  of 1% (.005) for each complete calendar month by which such Active Participant is under age 60 on his last Date of Determination. If the Active Participant has accrued twenty-five (25) Years of Credited Service, the reduction shall be calculated in accordance with the above formula, but from age 57.

### **Section 5.3 - Early Retirement Supplemental Pension Benefit.**

- (a) In addition to the Early Retirement Benefits described in this Subsection, an eligible Active Participant who retires before age sixty-two (62), is not eligible for a Disability Benefit as provided for in this Plan, is not receiving any form of monthly benefit under the Social Security Act, and meets the eligibility requirements set forth in the schedule below, shall be entitled to receive a Supplemental Pension Benefit in an amount determined by the schedule, payable until he attains age sixty-two (62). This Supplemental Pension Benefit is payable only to an eligible Retiree, not to his Surviving Spouse or other Beneficiary.

<u>Effective Payment Date of Pension Benefit</u>	<u>Eligibility Requirements for Supplemental Pension Benefit</u>			<u>Amount of Monthly Supplemental Pension Benefit</u>
	<u>Minimum Age</u>	<u>Minimum Years of Credited Service</u>	<u>Minimum Benefit Class</u>	
6/76 to 5/77	55	25	None	\$160
6/77 to 5/78	55	25	a. None	160
	60	25	b. 11	240
6/78 or thereafter	55	25	a. None	160
	60	25	b. 11	240
	59	25	c. 12	240

- (b) Any Supplemental Pension Benefit paid to a Retiree for a period during which the Retiree receives any form of monthly benefit under the Social Security Act, either retroactively or prospectively, shall be repaid by the Retiree to the Fund. The Trustees may deduct from any pension benefits paid under this Plan such amounts as are necessary to effectuate the repayment of any Supplemental Pension Benefit overpayment.
- (c) The Early Retirement Supplemental Pension Benefit which is payable to a Participant who has accrued at least 25 Years of Credited Service and who has accrued Years of Credited Service under both this Plan and the Plan for Construction Employees shall be calculated based on the formula set out below, and shall in no case exceed \$400.00 per month:

$$\frac{\text{Years of Credited Service under P \& S Plan}}{\text{Total Years of Service}} \times \text{Benefit under P \& S Plan} + \frac{\text{Years of Credited Service under Construction Plan}}{\text{Total Years of Service}} \times \text{Benefit under Construction Plan}$$

**Section 5.4 - Commencement.** An Active Participant who meets the eligibility requirements for an Early Retirement Benefit as set forth in Section 5.1, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to an Early Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements set forth in Section 5.1 and submitted said application. No benefits will be payable for any periods prior to the date the application is filed. The Trustees may, however, for good cause, waive the application of the foregoing sentence. A Participant who is eligible for Early Retirement Benefits and who has properly filed the required application shall be known as an Early Retiree.

If a Retiree accrues Years of Credited Service as a result of work performed after the first day of April following the calendar year in which he reached age 70½, he shall commence receiving an additional monthly benefit effective the following January 1 based on those Years of Credited Service. Additional monthly benefits shall be payable each January 1 thereafter based on those Years of Credited Service, if any, accrued during the immediately preceding calendar year. Each such additional monthly benefit payable under this Section shall be

calculated in the same form of benefit in which the Retiree's monthly benefit is being paid and at the benefit rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

**Section 5.5 - Forms of Benefit.** Early Retirement Benefits shall be payable monthly in the same forms provided for in Section 4.4, except that reference in Section 4.4 to the Normal Retirement Benefit shall be read to refer to the Normal Retirement Benefit reduced, if required, in accordance with Section 5.2, and shall not include any Supplemental Pension Benefit payable under Section 5.3.

**Section 5.6 - Suspension of Benefits.** A Retiree who has begun to receive Early Retirement Benefits shall have his monthly benefit suspended if he meets the conditions applicable to the suspension of Normal Retirement Benefits set out in Section 4.5, subject to the same procedures and requirements described therein.

## **ARTICLE VI - DISABILITY BENEFITS**

**Section 6.1 - Eligibility.** A Participant shall be eligible for a Disability Benefit if:

- (a) he becomes permanently and totally disabled, as defined herein, while an Active Participant, and
- (b) he has accrued at least 5 Years of Credited Service.

A Participant shall be deemed to be permanently and totally disabled only if found, on the basis of medical or similar evidence, including a Social Security award, that (a) he has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any further employment as a sheet metal worker, and, (b) such disability appears to be permanent and continuous during the remainder of his life. In addition to the foregoing requirements, twenty-four months after commencement of Disability Benefits, no Participant shall continue to be deemed to be permanently and totally disabled unless he has been determined by the Social Security Administration to be entitled to receive Social Security Disability Benefits. The Board of Trustees shall have the power to require any Participant receiving Disability Benefits to submit such evidence of continued eligibility for Social Security Disability Benefits as it deems appropriate as a condition of continued payment of Disability Benefits.

A Participant applying for Disability Benefits shall be required to submit to an examination by a competent physician(s) selected by the Fund to determine eligibility. Not more often than once each year, each Disabled Participant shall submit to re-examination by a competent physician(s) selected by the Fund to determine continuing eligibility.

**Section 6.2 - Amount.** The amount of the monthly Disability Benefit shall be equal to the amount of the monthly Normal Retirement Benefit determined in accordance with Sections 4.2 based upon the Participant's Years of Credited Service accrued at the time of his eligibility for Disability Benefits, reduced by  $\frac{1}{2}$  of 1% (0.5%) for each complete calendar month by which the Participant is

- a) under age 65 (but not for months under age 55) at the time of his eligibility for disability Benefits, or
- b) if the Participant has accrued at least ten (10) Years of Credited Service, for each complete calendar month by which such Active Participant is under age 60 (but not for months under age 55) at the time or his eligibility for Disability Benefits, or
- c) if the Participant has accrued at least twenty-five (25) Years of Credited Service at the time of his eligibility for Disability Benefits, for each complete calendar month by which such Active Participant is under age 57 (but not for months under age 55) at the time of his eligibility for Disability Benefits.

Disability Benefits received pursuant to this Plan shall not be coordinated pursuant to Michigan Compiled Laws Annotated (MCLA) §418.354, if that provision is found to be applicable to this Plan, with any Workers' Disability Compensation Benefits to which the Disabled Participant may be or may become eligible.

**Section 6.3 - Commencement.** An Active Participant who meets the eligibility requirements for a Disability Benefit as set forth in Section 6.1, upon submission of an application form to the Board of Trustees, on a form prescribed and furnished by the Trustees and accompanied by such personal data as required by the Trustees, shall become entitled to a Disability Benefit commencing as of the later of:

- a) the first day of the first month following the date as of which he has completed the eligibility requirements and submitted a completed application, or
- b) the first day of the seventh (7<sup>th</sup>) month of the disability. For this purpose, the last month in which the Active Participant is able to engage in employment as a sheet metal worker is considered the month of the disability.

No Disability Benefits will be payable for any periods prior to the date the application is filed. However, if Disability Benefits would commence under subsection (b), above, the Board of Trustees may, in its sole and exclusive discretion, approve the payment of Disability Benefits prior to the seventh (7<sup>th</sup>) month of the disability for an Active Participant who is neither receiving Workers Compensation Benefits nor benefits from either the Sheet Metal Workers' Local Union No. 80 Insurance Fund or the Sheet Metal Workers' Local Union No. 80 Supplemental Unemployment Benefit Fund, but in no case for any period prior to the date the application is filed.

After commencement, unless terminated for a reason set out in Section 6.4, Disability Benefits shall be payable during continued disability until the Disabled Participant has reached his sixty-fifth (65<sup>th</sup>) birthday, at which time he shall begin receiving a Normal Retirement Benefit in the Form elected by him subject to the conditions and restrictions set out in Article IV, Section 4.4. However, after a Disabled Participant receiving a Disability Benefit reaches his fifty-fifth (55<sup>th</sup>) birthday and meets the eligibility requirements of Article V, Section 5.1, he may

elect to begin receiving Early Retirement Benefits in the Form elected by him subject to the conditions and restrictions set out in Article V and in Article IV, Section 4.4.

**Section 6.4 - Termination of Benefits.** Disability Benefits shall continue until the earliest of the following:

- a) The Participant receiving a Disability Benefit elects voluntarily to terminate his receipt of Disability Benefits; or
- b) The Participant reaches age 65; or
- c) The Participant dies; or
- d) The last day on which the Plan provides for Disability Benefits for which the Participant is eligible; or
- e) The Participant is no longer Totally and Permanently Disabled on the basis of a medical examination; or
- f) The Participant engages in an occupation or employment for remuneration or profit which is inconsistent with Total and Permanent Disability; or
- g) The Participant refuses to undergo the required annual medical examination; or
- h) The Participant fails to submit evidence of a continuing Social Security Disability Award and/or fails to furnish copies of his annual tax returns, W-2 forms and such other information as the Fund may request; or
- i) The Participant fails to engage in such efforts at rehabilitation as the Fund may require, or
- j) Twenty-four months after commencement of Disability Benefits, the Participant has not been deemed to be permanently and totally disabled by the Social Security Administration and entitled to receive Social Security Disability Benefits.

Upon termination of Disability Benefits, the Participant's further rights to benefits shall be governed in accordance with other applicable provisions of the Plan.

## **ARTICLE VII - VESTED DEFERRED RETIREMENT BENEFITS**

### **Section 7.1 – Eligibility.**

- (a) A Former Participant shall be eligible to receive a Vested Deferred Retirement Benefit in the amount set forth in Section 7.3(a) if he makes application therefor and:



- (i) has attained the Normal or Unreduced Early Retirement Age in effect on his most recent Date of Determination,<sup>1</sup>
  - (ii) is vested in his Accrued Benefit, and
  - (iii) has completely withdrawn from Covered Employment.
- (b) A Former Participant shall be eligible to receive an Early Vested Deferred Retirement Benefit in the amount set forth in Section 7.3(b) if he makes application therefor and:
- (i) has attained the Early Retirement Age in effect on his most recent Date of Determination<sup>2</sup>,
  - (ii) is vested in his Accrued Benefit, and
  - (iii) has completely withdrawn from Covered Employment.

**Section 7.2 - Special Eligibility Rule.** A Former Participant who incurred a Break in Service as a result of his Employer's permanent closing of the shop, plant or other facility at which the Former Participant was employed, who has accrued at least two (2), but not more than ten (10) Years of Vesting Service, and who earned at least one (1) Hour of Service in the twenty-four (24) calendar months preceding the month in which the Employer's facility was permanently closed, shall be eligible for a Vested Deferred Retirement Benefit upon attainment of the Normal Retirement Age in effect on the Participant's most recent Date of Determination. The Vested Deferred Retirement Benefit shall be calculated in accordance with Section 7.3 below and shall vest in the Participant in accordance with the following schedule:

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1 Normal Retirement Age means:

- 1) From June 1, 1964 through May 31, 1973, age 65;
- 2) From June 1, 1973 through May 31, 1976, age 62;
- 3) From June 1, 1976 through May 31, 1977, age 61;
- 4) From June 1, 1977 and thereafter, age 60;
- 5) From June 1, 1978 through May 31, 1991, for a Participant with twenty-five (25) Years of Credited Service, age 59;
- 6) From June 1, 1991 and thereafter, age 65.

Unreduced Early Retirement Age means:

- 1) From June 1, 1991, age 60.
- 2) From June 1, 1991, for a Participant with twenty-five (25) Years of Credited Service, age 59.
- 3) From June 1, 1997, for a Participant with twenty-five (25) Years of Credited Service, age 57.

2 Early Retirement Age means from June 1, 1976, age 55.

<b>Years of Service (Vesting or Credited, whichever is greater)</b>	<b>Percent Vested if Break in Service occurred before June 1, 1997</b>	<b>Percent Vested if Break in Service occurred on or after June 1, 1997</b>
Less than 2	-0-	-0-
2 but less than 3	20%	20%
3 but less than 4	30%	30%
4 but less than 5	40%	40%
5 but less than 6	50%	100%
6 but less than 7	60%	100%
7 but less than 8	70%	100%
8 but less than 9	80%	100%
9 but less than 10	90%	100%
10 or more	100%	100%

### **Section 7.3 - Amount.**

- (a) A Former Participant who meets the eligibility requirements of Section 7.1 or 7.2 shall, at his election, be entitled to receive a monthly Deferred Retirement Benefit to begin on or after the first day of the month following his attainment of the Normal or Unreduced Early Retirement Age in effect on the Participant's most recent Date of Determination, the amount of which benefit shall be equal to the Normal Retirement Benefit calculated as provided in Section 4.2.

The benefit of a Former Employee who Retires on or after January 1, 1986, and who is entitled to receive the benefit rate in effect at May 31 of the last year in which he earned a Year of Credited Service, was increased twenty-five percent (25%) effective January 1, 1986, and shall be calculated on the schedule of benefit rates set out in Article IV, Section 4.2(a).

- (b) A Former Participant who meets the eligibility requirements of Section 7.1 shall, at his election, be entitled to receive a monthly Early Deferred Retirement Benefit to begin on or after the first day of the month following his attainment of the Early Retirement Age in effect on his most recent Date of Determination, but before the first day of the month following his attainment of the Normal Retirement Age or the Unreduced Early Retirement Age in effect on the most recent Date of Determination, the amount of which benefit shall be equal to the Early Retirement Benefit calculated as of his most recent Date of Determination, but shall not include the Supplemental Benefit provided for in Section 5.3.

**Section 7.4 - Commencement.** A Former Participant who meets the eligibility requirements for a Vested Deferred Retirement Benefit as set forth in Section 7.1(a) or (b), or Section 7.2, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a Vested Deferred Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements and submitted said application. No benefits will be payable for any periods prior to the date the application is

filed. The Trustees may, however, for good cause, waive the application of the foregoing sentence. Distribution of such benefit, in the absence of an earlier application by the Former Participant, shall commence No later than the first day of April following the calendar year in which he reaches age 70½.

If a Retiree accrues Years of Credited Service as a result of work performed after the first day of April following the calendar year in which he reached age 70½, he shall commence receiving an additional monthly benefit effective the following January 1, based on those Years of Credited Service. Additional monthly benefits shall be payable each January 1 thereafter based on those Years of Credited Service, if any, accrued during the immediately preceding calendar year. Each such additional monthly benefit under this Section shall be calculated in the same form in which the Retiree's monthly benefit is being paid and at the benefit rate in effect on the January 1 as of which each separate additional monthly benefit is payable.

**Section 7.5 - Forms of Benefits.** Vested Deferred Retirement Benefits shall be payable monthly in the same forms provided for in Section 4.4, except that reference in Section 4.4 to the Normal Retirement Benefit shall be read to refer to the Vested Deferred Retirement Benefit or Early Vested Deferred Retirement Benefit calculated as provided for in Section 7.3.

**Section 7.6 - Suspension of Benefit.** A Retiree who has begun to receive Vested Deferred Retirement Benefits shall have his monthly benefit suspended if he meets the conditions applicable to the suspension of Normal Retirement Benefits set out in Section 4.5, subject to the same procedures and requirements set forth therein.

## **ARTICLE VIII - DEATH BENEFITS**

**Section 8.1 - Eligibility.** The Beneficiary of a deceased Participant or Retiree who had accrued at least one Year of Credited Service shall be entitled to death benefits, in the amount set forth in this Section, upon submission of an application therefor and a certified copy of the death certificate.

### **Section 8.2 - Lump Sum Death Benefits.**

- (a) The Beneficiary of any Participant who accrued at least one but less than five (5) Years of Credited Service shall receive a lump sum death benefit equal to the sum of (1) \$46.20 for each full Year of Credited Service earned before June 1, 1964 under Prior Plans and \$4.62 for each 1/10th of such Year of Credited Service or \$11.55 for each one-quarter (¼) of such Year of Credited Service and (2) \$375.00 if the deceased Employee accrued at least one Year of Service after June 1, 1964.
- (b) The Beneficiary of any Participant or Retiree who accrued five (5) or more Years of Credited Service and is not survived by a spouse entitled to Surviving Spouse benefits, shall be entitled to a lump sum death benefit equal to the sum of (1) \$200.00 for each full Year of Credited Service earned after May 31, 1964 and \$20.00 for each one-tenth (1/10th) of such Year of Credited Service, and (2) \$46.20 for each full Year of Credited Service earned before June 1, 1964 under

Prior Plans and \$4.62 for each one-tenth (1/10th) of such Year of Credited Service or \$11.55 for each one-quarter (1/4) of such Year of Credited Service.

- (c) The amount of Death Benefits payable to the Beneficiary of a deceased Participant or Retiree who is not survived by a spouse entitled to Surviving Spouse benefits shall be reduced by the total amount of all pension payments made under the Plan to such individual as of the date of his death.
- (d) If a Death Benefit is payable hereunder, it shall be paid, upon approval by the Trustees, in a single sum as soon as feasible after the application therefor is submitted to the Trustees by or on behalf of the Beneficiary on a form prescribed and furnished by the Trustees and accompanied by personal data required by them. Distribution of the Lump Sum Death Benefit shall, in the absence of an earlier application by the Beneficiary, be paid No later than five (5) years after the date of the Participant's death.

**Section 8.3 - Surviving Spouse Benefits.** In the event a Retiree or a Participant who has accumulated five (5) or more Years of Credited Service dies after May 31, 1973, and is survived by a Surviving Spouse within the meaning of Article I, Section 1.24, that Surviving Spouse shall be entitled to receive, according to the status of the deceased at the time of his death, one of the following benefits:

- 1) Fifty percent (50%) of the monthly Retirement Benefit the deceased Participant would have been entitled to at Normal Retirement Age based upon his accumulated Years of Credited Service at the date of his death, or
- 2) If, at the time of the death of a Participant, he had elected and did not revoke prior to his death, the 80% Qualified Preretirement Survivor Annuity, eighty percent (80%) of the actuarial equivalent of the monthly Normal Retirement Benefit (reduced to reflect the total number of years and partial years during which his election of the 80% Qualified Preretirement Survivor Annuity was effective) the deceased Participant would have been entitled to at Normal Retirement Age based upon his accumulated Years of Credited Service at the date of his death, or
- 3) If, at the time of the death of a Participant, he had elected and did not revoke prior to his death, the 100% Qualified Preretirement Survivor Annuity, one-hundred percent (100%) of the actuarial equivalent of the monthly Normal Retirement Benefit (reduced to reflect the total number of years and partial years during which his election of the 100% Qualified Preretirement Survivor Annuity was effective) the deceased Participant would have been entitled to at Normal Retirement Age based upon his accumulated Years of Credited Service at the date of his death, or
- 4) Fifty percent (50%) of the monthly Retirement Benefit the deceased Retiree was receiving at the date of his death if at the time of his death

such Retiree was receiving benefits in the 50% Joint and Survivor Benefit Form, or

- 5) Seventy-Five percent (75%) of the monthly Retirement Benefit the deceased Retiree was receiving at the date of his death if at the time of his death such Retiree was receiving benefits in the 75% Joint and Survivor Benefit Form, or
- 6) Eighty percent (80%) of the monthly Retirement Benefit the deceased Retiree was receiving at the date of his death if at the time of his death such Retiree was receiving benefits in the 80% Joint and Survivor Benefit Form, or
- 7) One-Hundred percent (100%) of the monthly Retirement Benefit the deceased Retiree was receiving at the date of his death if at the time of his death such Retiree was receiving benefits in the 100% Joint and Survivor Benefit Form, or
- 8) The monthly Retirement Benefit the deceased Retiree was receiving at the date of his death if he retired prior to June 1, 1973 and elected a survivor option pursuant to the Plan as in effect prior to June 1, 1973.

The Surviving Spouse Benefits payable hereunder shall be paid as of the first of the month following the date of death of the Participant or Retiree, but only after submission to the Trustees of proof of marriage and a certified copy of the death certificate.

**Section 8.4 - Payment to Survivors.** Benefits accrued during the life of a Participant or Retired Participant but actually paid after his death shall be paid to his Beneficiary or Beneficiaries. Where, under this Section, benefits become payable to a person under twenty-one (21) years of age, the amount may be paid to such person, without requiring the appointment of a guardian, by paying such amount to anyone over the age of twenty-one (21) years who submits satisfactory proof that he or she is supporting and maintaining such person, who gives assurance to the Trustees in form satisfactory to them that the money so paid over will be used for such purposes and also agrees to save the Trustees harmless with respect to such payments.

## **ARTICLE IX - MISCELLANEOUS**

**Section 9.1 - Headings.** The headings and subheadings in the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

**Section 9.2 - Construction.** In the construction of the Plan, the masculine shall include the feminine, and singular the plural, in all cases where such meanings would be appropriate.

**Section 9.3 - Effect of Invalidity of Provision.** If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provision had not been included.

**Section 9.4 - Approval of Internal Revenue Service.** This Plan is adopted subject to approval by the Internal Revenue Service as meeting the requirements of the Code and Regulations thereunder with respect to the deductibility of contributions to the Fund and expenses thereof, and with respect to the tax exemption of such Fund. In the event that such approval is not secured for the Plan as adopted, it may be amended as necessary to secure such approval.

**Section 9.5 - Prior Provisions.** All pension benefits payable to a Participant who retired prior to the effective date of this 2014 Amended and Restated Plan shall be determined in accordance with the provisions of Plan as in effect on the Participant's Retirement date, except as those provisions may be specifically modified herein.

## **ARTICLE X - ADMINISTRATION OF THE PLAN**

**Section 10.1 - Administration.** The Plan shall be administered solely by its Board of Trustees and employees or agents of the Board of Trustees, acting for them as authorized, and decisions of the Board of Trustees in all matters relating to the administration of the Plan shall be final. The Board of Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable. The Board of Trustees has the sole and exclusive authority and discretion to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where its responsibility has been delegated to others, its delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, such decision is to be upheld, unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

**Section 10.2 - Information Required.** Each Participant or Beneficiary shall furnish to the Trustees any information or proof requested by them and reasonably required to administer this Plan. Failure of any individual to promptly comply with such request shall be sufficient grounds to withhold the payment of benefits, until such proof or information is furnished. If any Participant or Beneficiary makes a false statement material to his or her claim for benefits, he or she may be denied any or all benefits to which he or she would otherwise have a right to under the Plan, and the Trustees shall have the right to recover any payments made in reliance on such false statement. The Trustees shall be the sole judge of the standard of proof required in applying the foregoing or any other provision herein.

**Section 10.3 - Claims Review Procedure.** If a claim has been denied, in whole or in part, the claimant is entitled, either in person or by his duly authorized representative, to:

- (a) request a review of the claim by the Trustees, upon written application for review. In the case of a denial as to which written notice of denial has been given to the claimant, any such request for review of the claim must be made within sixty (60) days after the receipt by the claimant of such notice (one-hundred and eighty (180) day in the case of a claim for Disability Benefits);



- (b) review pertinent documents relating to the denial; and
- (c) submit issues and comments in writing.

The Trustees shall review the claim promptly and render their final decision not later than five (5) days after the Trustees' meeting next occurring after the appeal was received, unless the appeal was received within 30 days prior to the next meeting, in which case the response must be provided to the claimant five (5) days after the second Trustees' meeting. These periods may be extended to, at the latest, five (5) days after the third Trustees' meeting after receipt of the appeal under special circumstances, but the claimant must be notified of this within the unextended time period. The final decision of the Trustees shall be in writing, give specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based.

**Section 10.4 - Misstatement in Application for Benefits.** If any person in his application for benefits or in response to any request of the Trustees for information, makes any statement which is erroneous or omits any material fact or fails before receiving his first payment to correct any information he previously furnished incorrectly to the Trustees for their records, the amount of the retirement benefit shall be adjusted on the basis of the true facts, and the amount of any overpayment made to such person shall be deducted from the next payments as the Trustees shall direct.

**Section 10.5 - Benefits Payable to Incompetents or in Case of Death.** Any Participant or Retiree receiving pension benefits shall conclusively be presumed to have been competent until the date on which the Trustees shall have received written notice in a form and manner acceptable to them that such Retiree or Participant is an incompetent for whom a guardian or other person legally vested with his care shall have been appointed, whereupon any future benefits to which such Retiree or Participant is entitled shall be paid to such guardian or other person legally vested with his care. Any pension payments accrued to a Retiree or Participant at the date of death, or any sums payable in the event of the death of the Retiree or Participant shall be paid to his Beneficiary. Any payment made pursuant to the provisions of this paragraph shall be a complete discharge of any liability of the Pension Fund to such Retiree or Participant and shall be a complete settlement of any claim, right or interest in and to such pension benefits.

**Section 10.6 - Unclaimed Benefits.** If any benefit payment approved by the Trustees under the Plan is unclaimed for a period of two (2) years, No payment shall be made thereafter except under such extenuating circumstances as the Trustees may in their sole discretion approve. However, if a claim is made by a Retiree, Participant or Beneficiary for an unclaimed benefit even after the two (2) year period, then such benefit shall be reinstated by the Trustees.

**Section 10.7 - Rights Limited to Those Rights Granted by Plan.** No Participant, vested Former Participant, Retiree, Beneficiary or any person claiming by or through any such person shall have any right, interest or title to any benefits under the Trust or the Plan except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan or Trust.



**Section 10.8 - Limitation on Small Payments.** If a monthly Retirement Benefit payable under the Plan is less than Twenty (\$20.00) Dollars per month, the Trustees may direct, in lieu of such benefit, the payment of a lump sum. The amount of the lump sum payment shall be the Actuarial Equivalent of the monthly Retirement Benefit on the Date of Determination. Such lump sum payment may not be directed without the consent of the Participant and the spouse of the Participant (or where the Participant has died, the Surviving Spouse) if the lump sum amount is more than One Thousand (\$1,000.00) Dollars or at any prior date exceeded One Thousand (\$1,000.00) Dollars.

**Section 10.9 - Eligibility for Other Benefits.** In addition to the benefits described in this Plan, the Trustees may by resolution or otherwise provide such additional temporary or permanent benefits, from time to time, as they deem necessary or appropriate.

**Section 10.10 - Non-alienation of Benefits.** Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of ERISA or a valid levy imposed by the Internal Revenue Service, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his spouse, dependent children, or any of them, in such manner as the Trustees may deem proper.

Should a copy of a Domestic Relations Order be filed with the Trustees, the Trustees shall take whatever steps are required to determine whether such an Order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the alternate payee(s) of such determination and, if such order is Qualified, honor same in determining the rights of the Participant and such alternate payee(s) to benefits under the Plan.

Notwithstanding the preceding, a Disabled Participant, Surviving Spouse or Retiree may authorize the Fund to pay any portion of his benefits to any organization which provides him with health benefits. Any such authorization is revocable at any time by the Disabled Participant, Surviving Spouse or Retiree and must be made and revoked on forms provided by the Fund. Any such assignment or revocation shall be effective on the first day of the month next following the month in which the assignment or revocation is received by the Fund.

**Section 10.11 - Last Payments.** The last Normal, Early, or Vested Deferred Benefit shall be payable on the first day of the month in which the Retiree dies unless a Surviving Spouse Benefit is payable, in which event the last benefit shall be payable on the first day of the month following the death of the Retiree or Surviving Spouse, whichever is later.

**Section 10.12 - Retired Participants.** All pension benefits payable to Participants who have retired under a Prior Plan, are governed by the provisions of such Plans as in effect prior to that date except as benefits may be specifically improved hereunder.

**Section 10.13 - Reciprocity Agreements.** The Trustees may enter into agreements with the Trustees of other pension funds for the exchange of credit and/or contributions for the protection of Employees who may periodically work outside the Jurisdiction of the Union and the protection of Employees from other areas who may periodically work within the Jurisdiction of the Union covered by this Fund.

This Fund became party to the Sheet Metal Workers' International Reciprocal Agreement for Pension Funds on October 19, 1988.

**Section 10.14 - Eligible Rollover Distributions.** Benefits payable as a lump sum to a Participant, his Spouse, former Spouse, Surviving Spouse, including a former Spouse designated as Surviving Spouse by a qualified domestic relations order, and/or a non-spouse Beneficiary, are, pursuant to Section 401(a)(31) of the Internal Revenue Code, eligible rollover distributions.

At the option of each recipient, all or a portion of the lump sum may be paid as a direct rollover subject to the following:

- (a) The direct rollover elected by a Participant, his Surviving Spouse or his Spouse or former Spouse designated as an alternate payee by a qualified domestic relations order is paid to a Section 401(a) qualified plan or a Section 457 plan which accepts rollovers, to an individual retirement account or annuity (IRA), to a Section 403(a) qualified annuity, to a Section 403(b) tax-sheltered annuity; or to a Section 402A Roth IRA;
- (b) The direct rollover elected by a non-spouse Beneficiary is paid to an individual retirement account or annuity (IRA) or to a Section 402A Roth IRA that is established on behalf of the Beneficiary and that will be treated as an inherited IRA; and
- (c) the election is made in writing on a form prescribed and furnished by the Trustees and in accordance with procedures adopted by the Trustees.

That portion of a lump sum benefit required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code is not an eligible rollover distribution.

**Section 10.15 - Retroactive Annuity Starting Date:** If it is determined by the Fund Office that, as a result of an administrative delay, error or omission by any person engaged by the Fund with respect to determining eligibility, amount or payment of the benefit, the commencement of benefit payments to a Participant was delayed, the Participant may affirmatively elect a retroactive annuity starting date which precedes the date on which the written explanation required by Article IV, Section 4.4, was provided to the Participant and distribution may begin not less than 7 days after the explanation of the Qualified Joint and Survivor Annuity was provided to the Participant.

If the Participant so elects, he shall receive a make-up payment equal to any missed payment(s) for the period from the retroactive annuity starting date to the date of the actual make-up payment plus interest, calculated using the rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue for the third calendar month preceding the first day of the Plan Year during which the actual make-up payment is made, from the date(s) of the missed payment(s).

The Participant's spouse, determined as of the date of the actual make-up payment, must, in addition to consenting to any election to waive the 50% Qualified Joint and Survivor Form, consent to the distribution based on the retroactive annuity starting date. Any such waiver and any spousal consent thereto must be made pursuant to Article IV, Section 4.4, using the date of the make-up payment in place of the date as of which monthly benefit payments are to commence. Consent to the distribution based on the retroactive annuity starting date is not required if the amount of the survivor annuity payable upon the death of the Participant is not less than the amount that the survivor annuity would have been under the same form of benefit if the Participant had not elected a retroactive annuity starting date.

If the person to whom the Participant was legally married on the retroactive annuity starting date is no longer his legal spouse on the date of the actual make-up payment, consent of the former spouse to the retroactive annuity starting date and to the waiver of the Qualified Joint and Survivor Annuity is not required, unless otherwise required under a Qualified Domestic Relations Order.

Benefit payments and calculations will be made as required by Section 417 of the Internal Revenue Code and the rules and regulations applicable thereto at any time of reference or by subsequent applicable Federal legislation and in accordance with the form of benefit elected by the Participant.

**Section 10.16 - Remedy for Delayed Payments:** The Trustees may remedy a delay in the payment of any benefit under the terms of the Plan if the Fund Office determines that it resulted from an administrative delay, error or omission on the part of the Trustees, the Fund's administrative manager, actuary, attorney, or any other person engaged by the Fund with respect to determining eligibility for or the amount of the benefit, or in paying the benefit. The remedy shall be a make-up payment equal to the missed payment(s) plus interest, calculated using the rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue for the third calendar month preceding the first day of the Plan Year during which the actual make-up payment is made, from the date(s) of the missed payment(s), provided that the Fund Office determines that the Participant, Alternate Payee, or Beneficiary was otherwise eligible for the benefit as of the date of the first delayed payment.

**Section 10.17 – Time Limit for Bringing Action:** Notwithstanding any internal appeal process, any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed within three years after the first date the participant receives a determination of his rights and/or benefits under the terms of the Fund's Plan, unless a shorter period is established by applicable statute, regulation or case law.

**Section 10.18 – Right to Recovery:** The Board of Trustees has the right to recover any amount paid by this Fund in any form to which the participant or beneficiary is determined to be either fully or partially ineligible when the recipient received such amount. The Board may recover such overpayments by any lawful means, including, but not limited to, recoupment of such overpayments from any other current or future benefits paid by the Fund of any kind to which the participant or beneficiary of the overpayment is or may become entitled.

**Section 10.19 – Venue:** Any action in law or equity brought by a participant or beneficiary against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be brought in the United States District Court where the Plan is administered.

## **ARTICLE XI - FUNDING OF THE PLAN**

**Section 11.1 - Employer Contributions.** Employer contributions shall be made in accordance with the manner and within the time limits prescribed by:

- (a) the Collective Bargaining Agreement or any amendments thereto, or
- (b) with respect to the Union, International Union or other agency in their capacity as an Employer, the written agreement between such Union, International Union or other agency and the Trustees, and
- (c) this Plan and Trust or any rules or regulations promulgated by the Trustees in connection therewith. The Employer shall be notified as to all matters pertaining to the method of payment of the contributions, including the date on which contributions are due, the person or place to which the contributions are to be sent, together with any forms or reports required in connection therewith. The Employer shall have No right, title or interest in the contributions made to the Fund and No part of the Fund shall revert to or for the benefit of any Employer.

**Section 11.2 - Actuarial Valuation and Plan Review.** This Plan has been adopted by the Trustees on the basis of an actuarial estimate which has established (to the extent possible) that the income and accruals of the Pension Fund will be fully sufficient to support the Plan on a permanent basis. However, it is recognized that in the future the income and/or the liabilities of the Pension Fund may be substantially different from those previously anticipated. Every year, or sooner if requested by the Trustees, the actuary shall complete an actuarial valuation of the Plan. Upon the basis of such valuations and the requirements of ERISA, the Trustees may from time to time amend the Pension Plan. However, No amendment shall, in any way, retroactively reduce the Accrued Benefits for Participants without notice to the Secretary of Labor, and approval (or failure to disapprove) as required under ERISA and the IRC.

**Section 11.3 - Trust.** The Trust Fund shall be used to pay benefits as provided under both this Plan and the Plan for Construction Employees and to pay administrative expenses. No part of the principal or income of the Fund shall be used for, or diverted to, purposes other than for those provided herein and no benefits or expenses shall be paid out of the Trust Fund without authorization by the Trustees.

**Section 11.4 – Withdrawal Liability:** Employer withdrawal liability, if any, shall be computed under the basic presumptive method as provided in Section 4211(b) of the Employee Retirement Income Security Act, as amended (ERISA), except that the Fund shall adopt the “fresh start option” and the Plan Year 1999 (for which the Fund had no unfunded vested benefits) is substituted as permitted by Section 4211(c)(5)(E).

Any arbitration concerning employer withdrawal liability and this Plan shall proceed, except as otherwise provided in the Fund’s Employer Withdrawal Liability Policy as it may be amended from time to time, in accordance with the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes of the American Arbitration Association.

## **ARTICLE XII - AMENDMENT AND TERMINATION OF PLAN**

**Section 12.1 - Right to Amend:** Any amendment to this Plan may be made at any time by majority action of the Trustees, and may be made retroactively in order to qualify and maintain this Plan as a "Qualified Plan" and Trust under applicable provisions of the United States Internal Revenue Code and ERISA. Unless required by law, no amendment of the benefits payable under this Plan shall be made except upon the advice and counsel of an Enrolled Actuary or actuarial firm engaged by the Trustees, and unless required or permitted by law, no such amendment shall operate to reduce the benefits of anyone entitled thereto at the time of such amendment.

Amendments pursuant to Section 412(d)(2) of the Internal Revenue Code and Section 302(d)(2) of ERISA, to be effective for a Plan Year, shall be adopted no later than two (2) years after the close of the Plan Year, and if such amendment reduces the Accrued Benefit of an Employee, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within ninety (90) days of receipt of notice of such amendment.

Notwithstanding the foregoing paragraphs in this section, any amendment to this Plan that modifies, reduces or terminates the provision of any benefit payable under the Plan, other than the accrued benefit, may be made at any time, as permitted by law, by majority action of the Trustees.

**Section 12.2 - Effect of Amendment on Vesting Provisions.** An amendment changing the vesting requirements which would impose stricter requirements than those presently in effect for a Participant, may not change the requirements in effect for him as of the later of (1) the effective date of the amendment, or (2) the adoption of the amendment.

**Section 12.3 - Election Rights.** If an amendment changes the vesting provisions, any Participant who has 3 Years of Vesting Service, before the end of the time period specified below, may elect to have the amount of his vested benefit determined on the basis of the Plan provisions in effect immediately prior to the effective date of the amendment.

The election period shall begin on the date the amendment is adopted and shall end sixty (60) days after the latest of;

- (a) the date the amendment is adopted,
- (b) the effective date of the amendment, or
- (c) the date the Participant is issued written notice of the amendment.

**Section 12.4 - Merger or Consolidation.** The Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Participant, Retiree, Surviving Spouse or Beneficiary would, if the resulting Plan were then terminated, receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated.

**Section 12.5 - Termination of Plan.** This Plan may be terminated upon a majority vote of all Trustees, but only on the condition that there No longer exists a Collective Bargaining Agreement between the Union and any Employer requiring contributions hereto. This Plan may also be terminated by a written agreement executed by and between the Union and the Association.

**Section 12.6 - Allocation of Assets.** Upon termination or partial termination, the rights of each affected Employee to benefits accrued to the date of such termination or partial termination, to the extent funded (and, in, the event of partial termination, to the extent such rights and funded benefits relate to or are contained in the part of the Plan that is terminated) shall become non-forfeitable.

In the event of termination, or partial termination, the assets then remaining in the Trust Fund, exclusive of assets attributable to contributions made for the purpose of funding the benefits provided herein, after providing for the expenses of the Plan, shall be allocated to the extent that they shall be sufficient for the purpose of paying Retirement Benefits (based on Years of Credited Service to the date of the termination of the Plan) to Retirees in the following order of precedence:

- (a) **First.** An amount shall be allocated to provide for benefits payable to Retirees and Surviving Spouses who commenced receiving benefits under the Plan on a date at least thirty-six (36) months prior to the termination date of the Plan, such benefits to be based on the lowest level of benefits in effect at any time during the sixty (60) month period prior to the termination date of the Plan.
- (b) **Second.** If there is any balance remaining in the Fund after complete allocation in accordance with paragraph (a) of this Section, an amount shall be allocated to provide for Retirement Benefits, or a portion of Retirement Benefits (other than those benefits described in paragraph (a), of this Section) to Retirees, Surviving Spouses, and Participants described in this paragraph (b), subject to the following:
  - 1. In the event the level of benefits under the Plan was increased within the sixty (60) month period prior to the termination date of the Plan, the



amount to be allocated under this paragraph (b) to the Retirees, Surviving Spouses and Participants described in paragraph (a) of this Section shall be the amount required to provide a benefit equal to the product of:

- (i) the greater of \$20.00 or 20% of the additional benefit which, except for the limitations in said paragraph (a), would have been provided for persons described in paragraph (a), and
- (ii) the number of years the increased level(s) of benefit have been in effect. For purposes of this subparagraph, the first twelve (12) months following the date the benefit level was increased constitutes one (1) year and each consecutive period of twelve (12) months thereafter constitutes an additional year.

2. The amount to be allocated to all Retirees, Surviving Spouses and Participants who are not included in paragraph (a) of this Section and who, as of the termination date of the Plan,

- (i) are receiving benefits under the Plan, or
- (ii) could have retired with a benefit payable under the Plan, or
- (iii) have five (5) or more Years of Vesting Service,

shall be the amount required to provide their Retirement Benefit, subject to the same limitation described in paragraph (a) of this Section, plus any additional benefit arising by reason of an increase in the benefit level within the sixty (60) month period prior to the termination date, subject to the same limitation described in sub-paragraph 1 of this paragraph.

- (c) **Third.** If there is any balance remaining in the Fund after complete allocation in accordance with paragraphs (a) and (b) of this Section, an amount shall be allocated to provide for all other non-forfeitable Retirement Benefits under the Plan which are not included in said paragraphs (a) and (b).
- (d) **Fourth.** If there is any balance remaining in the Fund after complete allocation in accordance with Paragraphs (a), (b), and (c) of this Section, an amount shall be allocated to provide for all other benefits under the Plan.

In addition to the limitation on benefits payable pursuant to paragraphs (a) and (b) of this Section, benefits payable under said paragraphs shall not have an actuarial value which exceeds the actuarial value of the monthly Retirement Benefits payable in the form of a life annuity commencing at age sixty-five (65)







