

Sheet Metal Workers Local Union No. 7, Zone 3 Pension Fund

Summary Plan Description

2022 Edition

SHEET METAL WORKERS LOCAL UNION NO. 7, ZONE 3 PENSION FUND

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A Message from the Board of Trustees

We are pleased to provide you with this new updated booklet describing your benefits under the Sheet Metal Workers Local Union No. 7, Zone 3 Pension Fund. This booklet replaces any prior explanation booklets, but it does not replace or supersede the Plan Document.

We are providing this Summary so that you and your family can better understand the important benefits that are provided under the Plan. However, this booklet is not a substitute for the official Plan Document, which will govern if there are any differences between it and this Summary.

This Summary covers changes to the Plan through May 1, 2022. If you would like a copy of the official Plan Document, or if you have any questions about the Plan in general, please contact the Fund Office at (248) 641-4973.

IMPORTANT REMINDER

Tell your family, particularly your Spouse, about this booklet and where it is located. Please notify the Fund Office promptly if you change your address. If the Trustees are unable to reach you at your last address on record, any benefit payments will be delayed. Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer, the Union, nor any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees. If you need any information regarding this Plan, you should contact the Fund Office.

As the Plan changes in the future, you will receive notices from the Board of Trustees. It is important you keep these notices with this booklet so you understand the provisions of the Plan.

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SECTION 1: PARTICIPATION

1.1 Covered Employment

You will be eligible to participate in the Plan by working in Covered Employment. Covered Employment means work under a Collective Bargaining Agreement or other written agreement that requires contributions to the Plan. Covered Employment also includes employment with the Union or as an elected or an appointed Official of the Union that is covered by a written agreement that requires contributions to the Plan.

1.2 Initial Participation

If you are engaged in Covered Employment, you will automatically become a Participant in the Plan.

1.3 Termination of Participation

Your participation in the Plan will terminate when you incur a Break in Service as explained in Section 4 of this summary. If you are a retired Participant or a Vested Participant who has terminated employment (Terminated Vested Participant), your participation will cease as of the date that all distributions from the Plan to you and/or your beneficiaries have been made.

1.4 Hour of Service

An Hour of Service means each hour for which you are directly or indirectly paid or entitled to payment by an Employer for:

- 1) The performance of duties – these hours will be credited to the period in which such duties were performed. Hours of Service at overtime, premium pay or shift-differential rates will be considered straight time hours.
- 2) Reasons other than the performance of duties – such as vacation, jury duty, sick leave, or disability – irrespective of whether or not the employment relationship has terminated. These hours will be credited to the period to which they pertain. However, no more than 501 Hours of Service will be credited for any single continuous period during which you perform no duties. It should be noted that payments made or due under any workers' compensation, unemployment compensation, or disability insurance laws will be excluded from your Hours of Service.
- 3) Back pay, irrespective of mitigation of damages, which has been awarded or agreed to by the Employer. These hours will be credited to the computation period to which the award or agreement pertains.

SECTION 2: CALCULATION OF YOUR ACCRUED BENEFIT

2.1 Accrued Benefit

Your Accrued Benefit is equal to the sum of your accruals earned during each Plan Year. If you retire on or after May 1, 2014, you will accrue a benefit equal to (A) below but not less than (B) below:

(A) The sum of:

- 1) 3.25% of the Contributions made on your behalf by your Employer through May 1, 2001 in accordance with the Collective Bargaining Agreement; and
- 2) 2.77% of the Contributions made on your behalf by your Employer on and after May 1, 2001 through April 30, 2005 in accordance with the Collective Bargaining Agreement; and
- 3) 2.77% of the Contributions credited for benefit accrual purposes on your behalf on or after May 1, 2005 through April 30, 2009; and
- 4) 1.0% of the Contributions credited for benefit accrual purposes on your behalf on or after May 1, 2009.
- 5) 1.0% of the Contributions made on behalf of the Participant that are contributed by his Employer on and after May 1, 2019 in accordance with the Collective Bargaining Agreement.

For periods between May 1, 2005 and April 30, 2019, the Contributions credited for benefit accrual purposes are outlined below. If you have Contributions made to the Plan at a rate other than the base journeyman rate, benefits accruals for that year will be earned on a pro rata basis, determined as a ratio of the actual Contribution rate to the base journeyman rate.

Effective Date	Contribution Credited Per Hour Worked for Benefit Accrual Purposes
May 1, 2005	\$4.51 per hour
May 1, 2006	\$4.76 per hour
May 1, 2007	\$5.01 per hour
May 1, 2013	\$5.86 per hour
May 1, 2014	\$6.21 per hour
May 1, 2015	\$6.60 per hour
May 1, 2016	\$7.50 per hour
May 1, 2017	\$7.80 per hour
May 1, 2018	\$9.10 per hour
May 1, 2019	\$10.69 per hour
May 1, 2020	\$10.94 per hour
May 1, 2021	\$11.19 per hour
May 1, 2022	\$11.54 per hour

The amount of Contributions credited for benefit accrual purposes per hour worked on and after May 1, 2020 is equal to 100% of the contribution rate applicable under the collective bargaining or participation agreement then in effect.

- (B) \$55.00, provided that you have been credited with at least 10 Years of Service if you are a Bargaining Unit Employee or 5 Years of Service if you are a Non-Bargaining Unit Employee.

In no event will your monthly benefit payable on or after May 1, 2019 be less than the amount you would have received under the Plan in effect before May 1, 2019.

2.2 Credit for Military Service

You may be entitled to additional benefit accruals if you qualify under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). “Military Service” means service in any branch of the Uniformed Services of the United States of America for which an honorable discharge is received. Military Service also includes the Army National Guard or the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty, the commissioned corps. of the Public Health Service, or any other category of persons designated by the President of the United States in time of war or emergency including natural disasters and civil disturbances.

In addition, under the Heroes Earnings Assistance and Relief Tax Act (the “HEART” Act) of 2008, if you die while performing covered military service, you are credited with Hours of Service (for vesting purposes only) to which you would have been entitled had you resumed Covered Employment immediately prior to your death. If that occurs, your beneficiaries will also be entitled to benefits (other than benefit accruals for your period of military service) that would have been provided to them had you returned to work immediately prior to your death.

If you leave Covered Employment to serve in Military Service, you must apply for reemployment and notify the Plan within certain time periods. If you do so, you may be granted benefit accruals as if contributions were made to the Plan at the rate in effect during your term of Military Service multiplied by the average number of hours you worked during the twelve (12) month period prior to your Military Service. The maximum period of Military Service is generally five years, but may be longer depending on federal law.

SECTION 3: SERVICE

3.1 Becoming a Vested Participant

You will be 100% Vested after being credited with five Years of Service and you have not incurred a Permanent Loss of Service (Section 4). When you become a Vested Participant, you have earned a non-forfeitable right to a pension under this Plan.

You may also become a Vested Participant if you are actively engaged in Covered Employment when you reach your Normal Retirement Age (age 62).

3.2 Earning Years of Service

You will earn one Year of Service for each Plan Year in which you are credited with 1,000 or more Hours of Service in Covered Employment. You can earn a partial Year of Service if you have less than 1,000 Hours of Service during a Plan Year. If you have less than 1,000 Hours of Service, you will receive a proportionate credit for the year, rounded to the nearest one-tenth. For example, if you are credited with 425 Hours of Service in a Plan Year, you will earn $4/10^{\text{ths}}$ (0.4) of a Year of Service.

It is also possible to earn Years of Service for employment with an Employer in a position that is not covered by this Plan if it is continuous with your Covered Employment with that Employer. If you are transferred to a position with your Employer that no longer requires contributions to the Plan, you should notify the Fund Office.

3.3 Plan Year

The Plan Year is the 12-month period beginning May 1st and ending April 30th.

SECTION 4: LOSS OF SERVICE

These rules will apply if you are not Vested as described in Section 3. You can lose your Years of Service if you incur a Permanent Loss of Service before you become a Vested Participant.

4.1 Break-in-Service

If you are not Vested and work less than 100 Hours of Service in Covered Employment in a Plan Year, you will incur a Break-in-Service effective as of the beginning of that Plan Year (your Break-in-Service Date). If you incur a Permanent Loss of Service, you lose your Years of Service in the Plan.

If you return to Covered Employment before incurring a Permanent Loss of Service, your years of Service will be reinstated (Section 4.3). If you return to Covered Employment after incurring a Permanent Loss of Service, you will start out as a new Participant with no Years of Service.

4.2 Permanent Loss of Service

If you are not vested and you work less than 100 Hours of Service in a Plan Year for five consecutive Plan Years, you will incur a Permanent Loss of Service and lose all of your Years of Service in the Plan. If you return to Covered Employment after that Permanent Loss of Service, you will start out as a new Participant with no Years of Service.

4.3 Reinstatement of Service

If you return to Covered Employment and work 100 or more Hours of Service in a Plan Year within the five Plan Years from your Break-in-Service date, your Years of Service will be reinstated.

4.4 Special Rules for Breaks-in-Service

Periods during which you are unable to earn any Hours of Service will be disregarded for purposes of determining a Break-in-Service if you are unable to work due solely to the following reasons:

- 1) Absence due to a work-related illness or injury;
- 2) Absence due to an Employer approved non-compensated leave or layoff;
- 3) Qualified military service as provided under Section 2.02;
- 4) Maternity or paternity leave; or
- 5) A leave of absence granted under the Family and Medical Leave Act.

SECTION 5: TYPES OF PENSIONS AND PENSION AMOUNTS

5.1 Pension Eligibility and Amount

Eligibility for a pension generally depends on your age and the number of Years of Service you have earned. The amount of your monthly pension benefit depends on the amount of your Accrued Benefit as determined in Section 2.

You are only eligible to commence Retirement Benefits if you have a bona-fide separation of employment. This means that there must be a good faith separation from all employment in the industry. If you are found not to have had a bona-fide separation of employment, or if you return to work within 60 days of your retirement, your benefit payments will be terminated, and any benefit payments you received prior to termination will be treated as improper overpayments. The Board may recover those overpayments, with interest, by any means that the Board deems reasonable.

5.2 Normal Retirement Benefit

You are eligible for a Normal Retirement Benefit from the Plan if:

- 1) You are Vested; and
- 2) You have attained your Normal Retirement Age (age 62); and
- 3) You have terminated Employment.

Your Normal Retirement Date is the first day of the month that immediately follows the month you turn age 62. The amount of your Normal Retirement Benefit is equal to your Accrued Benefit. Your Accrued Normal Retirement Benefit will become fully vested, or non-forfeitable when you reach Normal Retirement Age.

5.3 Early Retirement Benefit

You are eligible for an Early Retirement Benefit from the Plan if:

- 1) You are at least age 55; and
- 2) You have 10 or more Years of Service; and
- 3) You have terminated Employment.

Your Early Retirement Date is the first day of the month following the date you terminate employment or the date you apply for an Early Retirement Benefit with the Fund office, whichever is later. However, your Early Retirement Date will be delayed for six months for every calendar quarter in which you perform one Hour of Service in the Sheet Metal Industry that is not covered by a Collective Bargaining Agreement between the Union and the employer.

Unreduced Early Retirement

If you meet either of the age and service combinations described below, your Early Retirement Benefit will be equal to your Accrued Benefit, with no reduction applied:

- If you have been credited with 500 or more Hours of Service in the three-year period immediately preceding your Early Retirement Date, you have less than 30 Years of Service, and you retire on or after your 60th birthday.
- If you have been credited with 500 or more Hours of Service in the three-year period immediately preceding your Early Retirement Date, you have 30 or more Years of Service under the Plan, and you retire on or after your 58th birthday.

Reduced Early Retirement

If you are eligible for Early Retirement, but do not meet the age and service requirements for an unreduced benefit, your benefit will be reduced based upon your age and service at the time of retirement:

- If you have not been credited with at least 500 Hours of Service in the three-year period immediately preceding your Early Retirement Date, your Early Retirement Benefit will be equal to your Accrued Benefit, reduced by one-half of one percent (.005) for each month that your Early Retirement Date precedes your Normal Retirement Date.
- If you have been credited with 500 or more Hours of Service in the three-year period immediately preceding your Early Retirement Date, you have less than 30 Years of Service, and you retire before your 60th birthday, your Early Retirement Benefit will be equal to your Accrued Benefit, reduced by one-fourth of one percent (.0025) for each of the first 24 months that your Early Retirement Date precedes your 60th birthday and by one-half of one percent (.005) for each of the next 36 months that your Early Retirement Date precedes your 58th birthday.
- If you have been credited with 500 or more Hours of Service in the three-year period immediately preceding your Early Retirement Date, you have 30 or more Years of Service under the Plan, and you retire before your 58th birthday, your Early Retirement Benefit will be equal to your Accrued Benefit, reduced by one-half of one percent (.005) for each month that your Early Retirement Date precedes your 58th birthday.

5.4 Late Retirement Benefit

If you meet the eligibility requirements for Normal Retirement, but chose delay receipt of your benefits until after your Normal Retirement Date, your Late Retirement Date will be the earliest of:

- 1) The first day of the month after the month you terminate employment; or
- 2) The first day of the calendar month in which you are credited with less than 40 Hours of Service, or
- 3) April 1st of the calendar year after the calendar year in which you reach age 72.

SECTION 6: DISABILITY BENEFITS

6.1 Disability Benefit

(A) Eligibility

You are eligible for a Disability Benefit from the Plan if:

- 1) You are an Active Participant; and
- 2) You have not attained your Normal Retirement Age (age 62); and
- 3) You have 10 or more Years of Service; and
- 4) You have Terminated Employment; and
- 5) You have suffered a Permanent and Total Disability.

A Permanent and Total Disability means a disability as determined by the Trustees in accordance with the following standards:

- 1) You have submitted a certification from a licensed medical practitioner acceptable to the Trustees stating that you are permanently and totally disabled as the result of a physical or mental injury or disease and that your disability has continued for a period of at least six consecutive months. The Trustees can, at their discretion, also accept as evidence of a Permanent and Total Disability a determination by the Social Security Administration that you are entitled to a Social Security Disability Benefit. The Trustees can require you to submit to an independent medical examination in order to determine whether you are or remain permanently and totally disabled.
- 2) It is determined that your Permanent and Total Disability resulted from an unavoidable cause. However, your Permanent and Total Disability will not be considered unavoidable if it is the result of a self-inflicted injury, from injuries resulting from criminal acts, or while serving in the Armed Forces.
- 3) Your disability must prevent you from performing any work related to the "Sheet Metal Industry."

(B) Amount

If it is determined that you are disabled, you will be entitled to a monthly Disability Benefit commencing on your Disability Date. Your Disability Date is defined as the first day of the first month following a period of six consecutive months measured from the date that your disability began. You would be entitled to monthly Disability Benefits until the earlier of your recovery from your disability, or the month preceding your Normal Retirement Date. At your Normal Retirement Age (age 62), you will be entitled

to a Normal Retirement Benefit from the Plan.

Your monthly Disability Benefit will be equal to your Accrued Benefit. No reduction will be applied to reflect commencement prior to your Normal Retirement Date. Beginning with Disability Benefits commencing on or after June 8, 2021, there are no optional forms of payment for Disability Benefits. However, upon reaching Normal Retirement Age, your Disability Benefits will cease, and you will be entitled to elect a normal or optional form of benefit as described in Section 7 below. If you die prior to reaching your Normal Retirement Age, any death benefits would be payable in accordance with Section 9 below.

Coordination with Early Retirement

If you are eligible for Early Retirement or are receiving an Early Retirement Benefit, you may convert to a Disability Benefit if all the following conditions are met:

- 1) The date you are first considered disabled predates or coincides with the effective date of your Early Retirement Benefits;
- 2) At the time you apply for Early Retirement, you notified the Plan Administrator in writing of your intention to pursue a Disability Benefit;
- 3) You meet all the eligibility requirements for a Disability Benefit; and,
- 4) Within 90 days of receiving a determination of total and permanent disability from the Social Security Administration (or similar proof), you deliver a copy of that determination to the Plan Administrator.

If you are determined to have met all the above requirements, The Plan Administrator will require you to execute an acknowledgment document that you are electing to convert to a Disability Benefit. Once that document is properly executed and returned to the Plan Administrator, your future benefit payments will be recalculated and paid according to the Disability Benefit provisions of the Plan, and you will receive a payment for the difference between the Early Retirement Benefit amount and the Disability Benefit amount for all previous months in which you received benefit payments.

If you commence Early Retirement Benefits, and are subsequently disabled, you are not eligible to receive a Disability Benefit under this provision.

Income Limit While Receiving a Disability Benefit

The Plan prohibits you from receiving a monthly Disability Benefit that would provide you with an annual income that is greater than the income you would earn if you were engaged in Sheet Metal Work. Your total annual income cannot exceed the equivalent of 1,500 Hours of Service at the base journeymen wage. For purposes of this limitation, your annual income will include the total Disability Benefits paid to you during the year and your annual W-2

earnings. In the event that your annual income exceeds the 1,500-hour limitation, your Disability Benefit will be proportionately reduced by the excess amount. In order to determine the amount your total annual income, you will be required to provide the Trustees on an annual basis with proof of any Social Security disability benefits you have received, if applicable, and proof of any W-2 income.

Proof of Continuing Eligibility

You may be required to submit evidence to the Trustees, at any time prior to reaching your Normal Retirement Age, of your continued eligibility for a Disability Benefit from the Plan. If you refuse to provide the Trustees with the requested information, your monthly benefit will be suspended until such time as you submit the necessary evidence.

Recovery from Disability

If you recover from your disability, any monthly Disability Benefits payable to you from the Plan will stop. If you are reemployed by an Employer, you will be covered under the Plan as of your Reemployment Commencement Date and your Years of Service will be reinstated. You will then be entitled to a benefit at your Retirement Date based on the applicable provisions of the Plan and the Accrued Benefit you have earned as of your subsequent retirement. If you are not reemployed by an Employer upon your recovery, any retirement benefits payable to you will be determined based on the applicable Plan provisions.

SECTION 7: FORMS OF PENSION PAYMENT

7.1 Normal Form of Payment

Your pension benefit is available in different forms depending on your marital status.

(A) Single Life Annuity

If you are not married, or you have been married to your Spouse for less than one continuous year when your benefits commence, you will receive your benefit as a Single Life Annuity. This form of payment provides monthly benefits that are payable for as long as you live and ends upon your death. The amount of the Single Life Annuity is equal to the amount of your Normal Retirement Pension, adjusted for early or late payment, if applicable.

(B) 50% Joint Annuitant Option

If you are legally married and have been married to your Spouse for at least one continuous year before your benefits commence, your benefit will be paid on a reduced basis as a 50% Joint Annuitant Option (also known as a Qualified Joint & Survivor Annuity) unless one of the following circumstances applies:

- (1) You and your Spouse elect a Single Life Annuity or a Life Income with 60 or 120 Monthly Payments Certain subject to the waiver requirements of Section 7.3.
- (2) You elect a 75% or a 100% Joint Annuitant Option, which are not subject to the spousal waiver requirements.

The 50% Joint Annuitant Option provides you with monthly payments during your lifetime. If you die before your Spouse, your Spouse receives a benefit equal to 50% of your monthly pension for the rest of his or her life.

If you choose the 50% Joint Annuitant Option, your monthly pension is reduced from the amount you would have received with a Single Life Annuity to provide these extra benefits for your Spouse. The amount of the reduction depends on your age and your Spouse's age at your Retirement Date. The monthly amount of the 50% Joint Annuitant Option is the actuarial equivalent of the Single Life Annuity.

Once payments begin, the 50% Joint Annuitant Option may not be revoked. However, if you have retired and are receiving a reduced benefit under the 50% Joint Annuitant Option and you are preceded in death by your Spouse, your monthly benefit may be increased to the amount that would have been paid as a Single Life Annuity. This benefit is available to those with an Annuity Starting Date after May 1, 1999. The increased benefit amount will be payable on the first day of the month following your Spouse's death and will continue for the remainder of your lifetime.

7.2 Optional Forms of Payment

Alternately, you can elect to receive your monthly pension benefit in the forms of payment described below:

(A) 75% Joint Annuitant Option

If you are legally married and have been married to your Spouse for at least one continuous year before your benefits commence, you can elect to receive your benefit as a 75% Joint Annuitant Option. This form of payment provides you with reduced monthly payments for so long as you live. If you die before your Spouse, your Spouse would receive a monthly benefit equal to 75% of your pension for the rest of his or her life.

If you choose the 75% Joint Annuitant Option, the monthly pension amount payable is reduced from the amount you would have received with a Single Life Annuity to provide the extra survivor benefits for your Spouse. The amount of the reduction depends on your age and your Spouse's age at your Retirement Date. The monthly amount of the 75% Joint Annuitant Option is the actuarial equivalent of the Single Life Annuity.

Once payments begin, the 75% Joint and Survivor Benefit may not be revoked. However, if you are receiving a reduced benefit under the 75% Joint Annuitant Option and you are preceded in death by your Spouse, your monthly benefit may be increased to the amount that would have been paid as a Single Life Annuity. This benefit is available to those with an Annuity Starting Date after May 1, 1999. The increased benefit amount will be payable on the first day of the month after your Spouse's death and will continue for the remainder of your lifetime.

(B) 100% Joint Annuitant Option

If you are legally married and have been married to your Spouse for at least one continuous year before your benefits commence, you can elect to receive your benefit as a 100% Joint Annuitant Option. This form of payment provides you with reduced monthly payments for so long as you live. If you die before your Spouse, your Spouse would receive a monthly benefit equal to 100% of your pension for the rest of his or her life.

If you choose the 100% Joint Annuitant Option, the monthly pension amount payable is reduced from the amount you would have received with a Single Life Annuity to provide the extra survivor benefits for your Spouse. The amount of the reduction depends on your age and your Spouse's age at your Retirement Date. The monthly amount of the 100% Joint Annuitant Option is the actuarial equivalent of the Single Life Annuity.

Once payments begin, the 100% Joint and Survivor Benefit may not be revoked. However, if you are receiving a reduced benefit under the 100% Joint Annuitant Option and you are preceded in death by your Spouse, your monthly benefit may be increased to the amount that would have been paid as a Single Life Annuity. This benefit is available to those with an Annuity Starting Date after May 1, 1999. The increased benefit amount will be payable on the first day of the month after your Spouse's death and will continue for the remainder of your lifetime.

(C) Life Income with 60 Monthly Payments Certain

You can elect to receive your benefit as a Life Income with 60 Monthly Payments Certain. This form of payment provides you with reduced monthly payments for so long as you live.

If you die before receiving 60 monthly payments from the Plan, your designated Beneficiary will be entitled to receive monthly payments from the Plan in an amount equal to the pension benefit you were receiving at the time of your death until a total of 60 payments have been issued to you and your Beneficiary.

If you choose the Life Income with 60 Monthly Payments Certain, the monthly pension amount payable is reduced to provide the guaranteed benefit payments. The amount of the reduction depends on your age at your Retirement Date. If the amount of the reduction is 50% or more of your benefit, you cannot elect this option if your Beneficiary is not your Spouse.

If you are legally married and you elect to receive your benefit as a Life Income with 60 Monthly Payments Certain, you and your Spouse will be required to waive the 50% Joint Annuitant Option as explained in Section 7.3.

(D) Life Income with 120 Monthly Payments Certain

You can elect to receive your benefit as a Life Income with 120 Monthly Payments Certain. This form of payment provides you with reduced monthly payments for so long as you live. If you die before receiving 120 monthly payments from the Plan, your designated Beneficiary will be entitled to receive monthly payments from the Plan in an amount equal to the pension benefit you were receiving at the time of your death until a total of 120 payments have been issued to you and your Beneficiary.

If you choose the Life Income with 120 Monthly Payments Certain, the monthly pension amount payable is reduced to provide the guaranteed benefit payments. The amount of the reduction depends on your age at your Retirement Date. If the amount of the reduction is 50% or more of your benefit, you cannot elect this option if your Beneficiary is not your Spouse.

If you are legally married and you elect to receive your benefit as a Life Income with 120 Monthly Payments Certain, you and your Spouse will be required to waive the 50% Joint Annuitant Option as explained in Section 7.3.

(E) Social Security Level Option

If your retirement benefit is payable before you are eligible to receive a Social Security Benefit, you can elect to receive your monthly retirement benefit payable in a Social Security Leveling Option. The Social Security Level Option is intended to provide you with an approximately equal total payment both before and after your Social Security Benefits commence. This form of payment provides you with an actuarially increased monthly benefit in the years before your Social Security Benefits begin. Your benefit amount would then be decreased when you begin to receive Social Security Benefits. In this way, between benefits paid by the Fund and by Social Security, it is intended that you will receive a level amount of retirement income for life. The Social Security Level Option can be paired with any of the forms of payment offered under the Plan.

7.3 Waiver of Spousal Benefits

If you are legally married and you wish to waive the 50% Joint Annuitant Option and select an optional form of benefit, the waiver must be in writing, signed by your Spouse, and witnessed by a notary public. For this purpose, your Spouse means a person to whom you are legally married. A Spouse may also be a former Spouse designated as a surviving Spouse by the terms of a valid Qualified Domestic Relations Order (Section 11.04).

The Joint Annuitant Option may also be waived if you establish to the satisfaction of the Trustees, that:

- 1) You are not married; or
- 2) Your Spouse cannot be located; or
- 3) You are legally separated from your Spouse, or you have been abandoned and you have a court order to that effect.

SECTION 8: APPLYING FOR BENEFITS

8.1 Applying for Benefits

In order to receive a benefit from the Plan, you must make a written application to the Board of Trustees on a form provided by the Trustees. You should file your application in advance of the first month you expect your pension benefit to begin. Early filing will avoid delay in the processing of your application and payment of benefits. However, the earliest that you can submit your application to the Trustees is 180 days before the requested starting date of your benefits. Your application must include proof of your age, such as a birth certificate or passport. If you are married, you must submit proof of your marriage and the date of birth of your Spouse. If you do not apply for your pension by April 1st of the year following the year in which you turn age 72, your pension will begin automatically as required by federal law.

If you die, your Spouse should contact the Fund Office as soon as possible to request instructions about filing an application for benefits. Your Spouse will need to supply a copy of the death certificate along with a copy of the marriage certificate.

You may be asked to provide the Plan with additional information or proof to determine your right to a benefit. It is very important that you provide the Trustees with complete and accurate information. The Trustees have the right to recover through legal proceedings, any benefits that were paid based on their reliance on any false statement, information, or proof submitted by a claimant, plus interest and costs, without limitation.

8.2 Commencement and Duration of Benefits

Retirement benefits will be paid monthly. Your first monthly benefit, other than Disability Benefits, will begin on your Retirement Date (Early, Normal or Late) and continue for so long as you are eligible to receive the benefit. Your benefit will cease upon your death, unless you elected an Optional Retirement Benefit that provides benefits after your death. Regardless of your election, the final benefit payment to you, your Spouse or your Beneficiary under any of the forms of pension payment will be the one made on the first day of the month in which the death of the recipient occurs.

It should be noted that no benefits will be paid from the Plan before the first day of the month following the date the Trustees receive and approve your completed application for benefits.

The Benefit Office will notify you whether your application has been approved or denied by the Board of Trustees within a reasonable period of time after receipt of your completed application. If you are applying for Disability Benefits, the Benefit Office must notify you within 45 days. In the event further time is required to make a decision, you will receive a written explanation of why more time is necessary.

8.3 Reliance on Official Plan Records

The Trustees will rely on the administrative records maintained by the Plan in determining your

eligibility for benefits. In the event that you believe that the Plan's administrative records are incomplete or erroneous, you should provide the Plan with information or documentation to support your claim. Any decisions concerning the records used to establish eligibility for benefits under the Plan are solely within the discretion of the Board of Trustees.

8.4 Appeals Procedure

The Board of Trustees shall have full discretionary authority to make any determination with respect to an individual's eligibility for participation in or eligibility for benefits under the Plan, and to construe the provisions of the Plan, policies and procedures, as amended from time to time. This discretionary authority shall include, but shall not be limited to, the power to construe the terms of the Plan and its policies and procedures, as amended from time to time. If your application for a benefit is denied, you will be informed in writing of the denial. Each notice of claim denial given by the Trustees will contain:

- 1) The specific reason(s) for the denial; and
- 2) Specific reference to the pertinent Plan provisions on which the denial is based; and
- 3) A description of any additional material or information necessary for you to perfect the claim, and an explanation of why that material or information is necessary; and
- 4) The information and steps you need to take if you wish to submit your claim for review.

For denials of Disability Benefit claims, a notice of claim denial will also contain:

- 5) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views presented by the claimant of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - The views presented by medical or vocational experts whose advice was obtained on behalf of the plan; and/or
 - A disability determination made by the Social Security Administration.
- 6) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion does not exist; or
- 7) If the adverse benefit determination is based on medical necessity, because the treatment is experimental, or another similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(A) Request for Appeal

If your claim has been denied, in whole or in part, you or your duly-authorized representative may request a full and fair review (an “appeal”) by filing a written notice of appeal with the Fund Office. This notice of appeal must be received by the Fund Office not more than 90 days (180 days for a Disability Pension claim) after your receipt of the written notification of denial of the claim.

(B) Review of your Appeal

The Trustees’ decision regarding your request for review will be made no later than the next regularly scheduled Trustees’ meeting that follows their receipt of your request for review, unless your request for review is received less than 30 days before that meeting. In that case, a decision will be made by no later than the date of the second meeting following their receipt of your request for review.

If special circumstances require a further extension of time for processing your request for review, a decision will be rendered no later than the third meeting of the Trustees following their receipt of your request for review. If an extension of time for review is required because of special circumstances, written notice of the extension will be provided to you before that extension begins.

The Trustees’ decision will be provided to you as soon as possible but not later than five days after the decision is made. In the case of a denial of your appeal, the notice of denial will include:

- 1) The specific reason or reasons for the adverse determination;
- 2) Reference to the specific Plan provision on which the determination is based;
- 3) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;
- 4) A statement of your right to bring action under Section 502(a) of ERISA; and
- 5) Denials of claims for Disability Pension benefits will also include the following:
 - If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion does not exist; or
 - If the adverse benefit determination is based on medical necessity, because the treatment is experimental, or another similar exclusion or limitation, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant’s medical circumstances, or a statement that such explanation will be provided free of charge upon request.
 - A discussion of the decision to disagree with or not follow: (i) The views

presented by the claimant of health care professionals and vocational professionals who evaluated you; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan; and/or; (iii) a disability determination made by the Social Security Administration.

(C) Final Decision

The final decision of the Trustees, after compliance with the provisions explained in this section, will be final and binding upon all parties concerned.

(D) Three Year Limitation Period

No action at law or in equity will be brought by any Participant or Beneficiary after the expiration of three years from the date the Trustees provide written notice of a decision on an appeal of an adverse benefit determination. Failure to bring an action within this three-year period will forever bar such action.

(E) Restriction on Venue

In the event that you decide to bring a legal action against the Plan, you may only bring such action in the United States District Court for the Eastern District of Michigan.

SECTION 9: SURVIVOR BENEFITS

9.1 Qualified Pre-Retirement Survivor Annuity for Married Participants

(A) Eligibility

A Qualified Pre-Retirement Survivor Annuity is payable if you meet each of the following conditions:

- 1) You are Vested; and
- 2) You die before you retire or before you reach your Normal Retirement Age if you are receiving a Disability Benefit from the Plan; and
- 3) You are survived by a Spouse to whom you have been married for at least one continuous year before your death.

The payment of the Survivor Annuity begins the first day of the calendar month that follows the latest of:

- 1) The date of your death; or
- 2) The date you would have met your Earliest Retirement Age had you survived; or
- 3) A later date, as elected by your surviving Spouse.

The benefit will be payable to your surviving Spouse for the duration of his or her lifetime.

(B) Amount

If you meet the eligibility requirements and were eligible for an Early, Normal or Late Retirement Benefit, your Survivor Annuity is determined as if you had retired with a 50% Joint Annuitant Option the day before your death.

If you meet the eligibility requirements, but were not eligible for an Early Retirement Benefit, your benefit will be calculated as if:

- 1) You had terminated employment on the date of your death; and
- 2) You survived to your Earliest Retirement Age; and
- 3) You elected to have your benefits commence immediately, or at a later date as determined by your surviving Spouse;
- 4) You then died on the day after your benefits began.

(C) Return of Contributions

Your surviving Spouse may elect instead to receive a single cash payment equal to the total contributions made to the Plan on your behalf, less any benefits (such as Disability Benefit payments) previously paid to you. If your Spouse elects this one-time return of contributions, the Plan will calculate the Actuarial Equivalent present value of the Qualified Pre-Retirement Survivor Annuity. If the Actuarial Equivalent present value is equal to or less than the one-time return of contributions, your Spouse will receive no further benefit payments from the Plan. If the Actuarial Equivalent present value is greater than the one-time return of contributions, then your Spouse will receive a monthly benefit that is the Actuarial Equivalent of the difference between the Actuarial Equivalent present value of the Qualified Pre-Retirement Survivor Annuity and the total contributions.

9.2 Death Benefits before Retirement for Unmarried Participants

If you die before your Annuity Starting Date and are not married, or if you have been married to your Spouse for less than one continuous year before your death, and you:

- 1) Have completed the eligibility requirements for an Early, Normal or Late Retirement benefit, or a Disability Benefit; or
- 2) Have become vested in the Plan, then

your designated beneficiary will receive a single cash payment equal to the total contributions made on your behalf by the Contributing Employer(s), less any benefits paid to you or on your behalf.

9.3 Beneficiary

Death Benefits payable under this section will be made to your designated Beneficiary. If your designated Beneficiary is deceased, then the Death Benefits will be payable to your surviving Spouse, and if there is no surviving Spouse, then to your surviving children in equal shares. If no children are living, then the Death Benefits will be paid to your surviving parents in equal shares, and if your parents are not living, then to your surviving siblings in equal shares, and if your siblings are not living, then to your estate.

SECTION 10: SUSPENSION OF BENEFITS

10.1 Suspension of Benefits

If you retire and return to work in the same trade, craft or in a related industry (Disqualifying Employment), your benefits will be suspended, depending on your age when you return to work.

(A) Suspension of Benefits before Your Normal Retirement Date

If you retire and return to work in Disqualifying Employment prior to your Normal Retirement Date, your monthly retirement benefit will be suspended during each month in which you complete an Hour of Service in Disqualifying Employment.

(B) Suspension of Benefits on or after your Normal Retirement Date

If you retire and return to work in Disqualifying Employment after your Normal Retirement Date, your monthly retirement benefit will be suspended only during any month in which you complete 40 or more Hours of Service in Disqualifying Employment. However, there will be no suspension of benefits from the April 1st after the year in which you reached age 72.

10.2 Disqualifying Employment

Disqualifying Employment is:

- 1) Employment with any Contributing Employer; or
- 2) Employment with any employer in the same or related business as any Contributing Employer; or
- 3) Self-employment in the same trade or related business as a Contributing Employer; or
- 4) Employment or self-employment in any business that is under the jurisdiction of the Union; or
- 5) Employment in the Sheet Metal Industry that is not covered by a collective bargaining agreement between the Union and the Employer; or
- 6) Teaching, such as, but not limited to, teaching in an apprenticeship school, trade, school, or an accredited university or college; or
- 7) Any work covered under the Collective Bargaining Agreement; or
- 8) Any work in a related industry.

If benefits were paid for any month in which you were engaged in Disqualifying Employment, those benefits will be recovered through deductions from your future benefit payments. These deductions

will not exceed 25% of your monthly benefit, with the exception of the first payment following your suspension, which will be subject to a 100% offset.

10.3 Notification and Appeal

If your benefits are suspended, the Plan will inform you in writing during the first calendar month in which your benefits are withheld. This notice will include a description of the specific reasons for your suspension, a copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice will describe the procedure for you to notify the Plan when your disqualifying employment ends. If the Plan intends to recover prior overpayment, the suspension notice will explain the offset procedure and identify the amount expected to be recovered and the periods of employment to which they relate.

You may request an advance determination as to whether a particular position may violate the Suspension of Benefits rules. The Trustees will respond to your request in a reasonable period of time. You can request a review of their determination by filing a written request within 60 days of that determination.

You must notify the Plan in writing within 21 days after starting work of a type that is or may be disqualifying regardless of the number of hours you work. The Trustees will make a determination as to whether the work is Disqualifying and notify you if your benefits will be suspended. You will be entitled to a review of a determination suspending your benefits by written request filed with the Trustees within 60 days of the notice of suspension. If you fail to provide notice of work that is or may be disqualifying, the Trustees will assume that the work violates the restrictions on post-retirement employment.

SECTION 11: GENERAL INFORMATION ABOUT THE PLAN

11.1 Assignment of Rights

The Pension Plan contains a provision prohibiting any transfer, assignment, sale or attachment of a pension benefit except in relation to a Qualified Domestic Relations Order. See Section 11.4 for a description of Qualified Domestic Relations Orders.

11.2 Lump Sum Payments and Rollovers

If you are eligible for an Early, Normal or Late Retirement Benefit and have a Vested Accrued Benefit of \$5,000 or less, the Plan will distribute the Actuarial Present Value of your entire Vested Benefit rather than make life annuity payments. This distribution can be made with or without your consent. The form of the distribution will be as follows:

(A) Actuarial Present Value of \$1,000 or Less

Your distribution will be a taxable lump sum payment of the full Actuarial Value of your Vested Accrued Benefit.

(B) Actuarial Present Value of \$1,000 to \$5,000

Your distribution will be in the form of a non-taxable direct rollover to an Individual Retirement Account that complies with the Department of Labor regulations.

11.3 Mandatory Payout of Benefits

The Plan requires you to begin receiving a monthly pension no later than April 1st of the calendar year after the year you reach age 72, regardless of whether you continue employment.

11.4 Qualified Domestic Relations Orders (QDROs)

The Plan, in accordance with law, must recognize a Qualified Domestic Relations Order. A domestic relations order is a judgment, decree or order (including approval of a property settlement agreement) that:

- 1) Relates to the provision of child support, alimony payments or marital property rights of a Spouse, former Spouse, child or other dependent of a Participant; and
- 2) Is made pursuant to state domestic relations law.

A domestic relations order is a Qualified Domestic Relations Order (QDRO) if it creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to receive all or a portion of the benefits payable to a Participant under a plan, specifies required information and does not alter the amount or form of plan benefits.

An alternate payee is a Spouse, former Spouse, child or other dependent of a Participant who is

recognized by a domestic relations order as having the right to receive all, or a portion, of the benefits under a plan with respect to the Participant.

Thus, if a QDRO requires the distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order. The Trustees have established procedures for administering QDROs. You can request a copy of these procedures at no cost from the Fund Office.

If benefit payments have not started, an alternate payee who is assigned a benefit by a QDRO may receive the assigned benefit in a form payable for the Participant's life or for the life of the alternate payee. In the event a QDRO creates a separate interest for the alternate payee, such benefits payable to the alternate payee will be actuarially reduced to reflect the alternate payee's age.

SECTION 12: ADMINISTRATIVE FACTS

12.1 Type of Plan

This is a defined benefit plan, which means that benefits provided are based on the benefit formula described in the Plan.

12.2 Plan Name

This Plan is known as the Sheet Metal Workers Local Union No. 7, Zone 3 Pension Fund.

12.3 Restatement Date of Plan

The Plan was restated as of May 1, 2020. This Summary Plan Description incorporates changes to the Plan through December 31, 2021.

12.4 Identification Numbers

The Plan identification number is 001. The number assigned to the Board of Trustees by the Internal Revenue Service is 38-6237161.

12.5 Plan Sponsor and Administrator

The Board of Trustees is the Plan Sponsor and Plan Administrator.

12.6 Agent for Service of Legal Process

The Administrative Manager is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Administrative Manager at the Fund Office or upon any of the Trustees.

12.7 Board of Trustees

As of December 31, 2021, the Trustees of the Plan are:

Labor Trustees	Employer Trustees
Mr. John Amalfitano 309 E. River Street Cadillac, MI 49601	Ms. Susan Leitelt K-R Metal Engineers 815 South Henry Street Bay City, MI 48706
Mr. Chris McFarland 5454 Hilltop Bay City, MI 48706	Mr. Chris Stockwell U.S. Sheet Metal, Inc. 3200 Enterprise Drive Saginaw, MI 48603
Mr. Joe Dotson P.O. Box 632 Freeland, MI 48623	Mr. Clay Cooke Cooke Sheet Metal Company 901 Commerce Drive Kalkaska, MI 49646
Mr. Robert Adams, Alternate 1600 Horseshoe Circle Saginaw, MI 48706	Mr. Kevin Wendling, Alternate Wendling Sheet Metal, Inc. 2633 Carrollton Street Saginaw, MI 48604

12.8 Collective Bargaining Agreements

This Plan is maintained pursuant to Collective Bargaining Agreements between the Employers and the Union.

The Fund Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of Employees working under the Collective Bargaining Agreements or a list of contributing Employers.

12.9 Source of Contributions

The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions and the Employees on whose behalf contributions are made are determined by the provisions of the Collective Bargaining Agreements.

12.10 Pension Trust's Assets and Reserves

All assets are held in Trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses. The Pension Fund's assets and reserves are invested by investment managers selected by the Board of Trustees.

12.11 Plan Amendment or Termination

The Board of Trustees reserves the right to terminate, modify, suspend, or amend the Plan, pursuant to the terms of the Plan Document and Trust Agreement governing the Plan and in accordance with the Employee Retirement Income Security Act of 1974, as amended (ERISA). You will be notified in writing of any changes that are made. If the Plan was to terminate, the money in the Trust Fund would be used to provide benefits due according to the priority required by law and as stated in the Plan Document. No funds may be returned to any Employer. If any amounts remain after the benefits have been fully provided, the excess will be divided among Participants. The Board of Trustees will determine when benefits are paid after the Plan termination has been approved by the appropriate government agencies.

SECTION 13: DEFINITIONS

13.1 Accrued Benefit

Accrued Benefit means the amount of monthly benefit that an eligible Participant is entitled to receive, as determined under the Plan, commencing at a Participant's Normal Retirement Age, as determined in accordance with Section 2.

13.2 Active Participant

Active Participant means any employee engaged in Covered Employment who has not had a Break in Service.

13.3 Annuity Starting Date

The Annuity Starting Date is the first date on which distributions of a retirement benefit to a Participant are to begin or the first date when distribution of a Qualified Pre-retirement Survivor Annuity to a Spouse is to begin.

13.4 Actuarial Equivalent

The Actuarial Equivalent is a method of determining the present value of benefits, using applicable interest rate and mortality assumptions, in compliance with the Internal Revenue Code.

13.5 Collective Bargaining Agreement

Collective Bargaining Agreement means a written agreement between the Union and an Employer that requires contributions to this Fund.

13.6 Covered Employment

Covered Employment is employment for which the Employer has agreed to contribute to the Fund under a written Collective Bargaining Agreement with the Union or under any other written agreement. Covered Employment includes employment with the Union as an Employee of the Union or of the Fund, or as an elected or an appointed Official of the Union, insofar as the Union or the Fund makes contributions to the Fund for that employment.

13.7 Employee

If you work for an Employer who is required to pay contributions to the Fund under a Collective Bargaining Agreement or other written agreement, you are an Employee under the Plan and are covered by the Pension Plan.

13.8 Employer

Employer means an employer signatory to a Collective Bargaining Agreement that requires contributions to this Fund.

13.9 Hours of Service

An Hour of Service is each hour you are paid, or entitled to be paid by an Employer, including paid disability and vacation hours. Hours of Service shall be credited in accordance with Department of Labor Regulations 29 CFR 2530.200b-2.

13.10 Normal Retirement Age

The Normal Retirement Age is age 62.

13.11 Participant

Participant means you have met the requirements for participation as provided in Section 1.

13.12 Plan or Pension Plan

Plan or Pension Plan means the Plan Document as adopted by the Trustees known as the “Sheet Metal Workers Local Union No. 7, Zone 3 Pension Fund.”

13.13 Plan Year

The Plan Year is a period of twelve consecutive months from May 1 through April 30 and serves as the period for which Years of Service and breaks-in-service are computed and recorded. It is also the fiscal year of the Fund for accounting and governmental reporting purposes.

13.14 Trust Fund or Fund

Trust Fund or Fund means all assets of whatsoever kind and nature from time to time held by the Trustees pursuant to terms and conditions of the trust agreement out of which benefits of the Plan are provided.

13.15 Trustees

Trustees refers to the Board of Trustees of the Sheet Metal Workers Local Union No. 7, Zone 3 Pension Fund.

13.16 Union

Union means the Sheet Metal Workers Local Union No. 7, Zone 3.

13.17 Vested

Vested means that the Participant has earned a non-forfeitable right to a pension.

13.18 Years of Service

Years of Service means the sum of service with the Employer credited in accordance with Section

3 for purposes of determining the eligibility of an Employee for a retirement benefit.

SECTION 14: FEDERAL RIGHTS AND PROTECTION

14.1 Benefit Protection through the PBGC

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

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, the PBGC guarantees a monthly benefit payment equal to 100% of the first \$11.00 of the Plan's monthly benefit accrual rate, plus 75% of the next \$33.00 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 \$500.00, the accrual rate for purposes of determining the PBGC guarantee would be determined by dividing the monthly benefit by the participant's years of service ($\$500.00/10$), which equals \$50.00. The guaranteed amount for a \$50.00 monthly accrual rate is equal to the sum of \$11.00 plus \$24.75 ($.75 \times \$33.00$), or \$35.75. Thus, the participant's guaranteed monthly benefit is \$357.50 ($\35.75×10).

Example 2: If the participant in Example 1 has an accrued monthly benefit of \$200.00, the accrual rate for purposes of determining the guarantee would be \$20.00 (or $\$200.00/10$). The guaranteed amount for a \$20.00 monthly accrual rate is equal to the sum of \$11.00 plus \$6.75 ($.75 \times \$9.00$), or \$17.75. Thus, the participant's guaranteed monthly benefit would be \$177.50 ($\17.75×10).

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 five years at the earlier of:

- a. The date the Plan terminates; or
 - b. 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 about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Customer Contact Center, PO Box 151750 Alexandria, VA 22315-1750 or call 202-326-4000 (not a toll-free number) or 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>. (29 C.F.R. 2520.102-3(m)(3)).

14.2 Your Rights Under ERISA

As a Participant of the Sheet Metal workers Local Union No. 7, Zone 3 Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan Participants will be entitled to:

(B) Receive Information About the Plan and Your 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 (EBSA).

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 assess 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 annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 62) 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 12 months. The Plan must provide the statement free of charge.

You may also request to review any periodic actuarial report (including sensitivity testing) received by the Plan for any plan year, so long as the report has been in the Plan's possession for at least 30 days; any quarterly, semi-annual, or annual financial report prepared for the Plan by any plan investment manager or advisor or other fiduciary which has been in the Plan's possession for at least 30 days; and any application filed with the Secretary of the Treasury requesting an extension under Section 304 of ERISA or Section 431(d) of the Internal Revenue Code and the Secretary's determination on the application.

The above information may only be requested with respect to Plan Years beginning after December 31, 2007. The Plan Administrator has 30 days from the day that your written request was received to provide the documents and the Administrator may charge a reasonable fee that covers the cost of furnishing the documents requested. The Plan Administrator will not respond to requests for reports or applications that have already been furnished to you within the 12-month period immediately prior to the date on which the request was received by the Plan. The Administrator is not required to furnish copies of outdated reports and will not provide copies of reports or applications that have been in the Plan's possession for six years or more as of the date on which the request was received by the Plan. The Administrator does not have to disclose the information or data that served as the basis for any report or application being requested and the Administrator will not disclose documents that contain individually identifiable or proprietary information about any Plan participant, beneficiary, employee, fiduciary, or Contributing Employer.

(C) 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.

(D) 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 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 a lawsuit 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 Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a lawsuit 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 a lawsuit 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 a lawsuit 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.

(E) Assistance with Your Questions

If you have any questions about your Plan, you should contact the Fund Office. 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 (29 C.F.R. 2520.102-3(t)(2)).

END OF DOCUMENT