

# Summary Plan Description

Sheet Metal, Air, Rail and Transportation  
Association Local Union No. 33  
Youngstown District Pension Fund

**AS AMENDED THROUGH OCTOBER 1, 2013**

## SUMMARY PLAN DESCRIPTION

Sheet Metal, Air, Rail and Transportation Association

Local Union No. 33

Youngstown District Pension Fund

### TABLE OF CONTENTS

<b>PLAN INFORMATION.....</b>	<b>5</b>
<b>STATEMENT OF YOUR ERISA RIGHTS .....</b>	<b>9</b>
<b>ELIGIBILITY AND PARTICIPATION: .....</b>	<b>12</b>
1. WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN? .....	12
2. WHO IS CONSIDERED AN EMPLOYEE IN THE PLAN? .....	12
3. WHEN WILL I BECOME A PARTICIPANT IN THE PLAN? .....	12
4. WHAT IS COVERED EMPLOYMENT? .....	12
5. WHAT IS AN HOUR OF SERVICE? .....	12
6. DO I HAVE TO SIGN ANYTHING TO JOIN THE PLAN? .....	13
<b>PENSION CREDIT:.....</b>	<b>13</b>
1. WHAT IS PENSION CREDIT?.....	13
2. HOW DO I EARN PENSION CREDIT? .....	13
<b>VESTING:.....</b>	<b>14</b>
1. WHAT IS VESTING SERVICE? .....	14
2. WHAT DOES IT MEAN TO BE VESTED IN MY PENSION BENEFIT? .....	14
<b>LOSS OF PENSION CREDITS AND VESTING SERVICE: .....</b>	<b>15</b>
1. IS IT POSSIBLE FOR ME TO LOSE MY PENSION CREDITS OR VESTING SERVICE? ...	15
2. HOW WOULD I LOSE MY PENSION CREDITS AND VESTING SERVICE?.....	15
3. ARE THERE ANY CIRCUMSTANCES WHERE I COULD EARN LESS THAN 155 HOURS OF SERVICE IN A PLAN YEAR AND NOT INCUR A ONE-YEAR BREAK IN SERVICE? ..	16
4. CAN I REGAIN MY PENSION CREDITS AND VESTING SERVICE IF I RETURN TO COVERED EMPLOYMENT?.....	17
5. WHAT HAPPENS IF I DO NOT RETURN TO COVERED EMPLOYMENT WITH A CONTRIBUTING EMPLOYER? .....	17
<b>RETIREMENT BENEFITS: .....</b>	<b>18</b>
1. WHEN CAN I RETIRE UNDER THE PLAN? .....	18
2. WHEN DO I HAVE TO RETIRE?.....	18
<b>REGULAR PENSION BENEFITS:.....</b>	<b>18</b>
1. WHEN AM I ELIGIBLE TO RECEIVE A REGULAR PENSION? .....	18
2. WHAT ARE ACTIVE SHEET METAL WORKERS, FABRICATION AND MANUFACTURING WORKERS (B WORKERS) AND RESIDENTIAL WORKERS?.....	19
3. IS THERE A WAY THAT I CAN ESTIMATE MY MONTHLY PENSION? .....	19

<b>EARLY RETIREMENT PENSION BENEFITS:</b>	<b>21</b>
1. CAN I RECEIVE RETIREMENT BENEFITS PRIOR TO MY NORMAL RETIREMENT DATE?	21
2. HOW MUCH WILL MY MONTHLY PENSION BE IF I RETIRE BEFORE MY NORMAL RETIREMENT AGE?	21
<b>DEFERRED PENSION BENEFITS:</b>	<b>22</b>
1. WHAT HAPPENS IF I AM VESTED BUT I LEAVE COVERED EMPLOYMENT AND I AM NOT ELIGIBLE FOR AN EARLY RETIREMENT PENSION?	22
2. HOW IS ELIGIBILITY DETERMINED FOR A DEFERRED PENSION?	22
3. IS THERE A WAY TO ESTIMATE MY DEFERRED PENSION BENEFIT?	22
<b>DISABILITY PENSION BENEFITS:</b>	<b>23</b>
1. ARE THERE ANY BENEFITS PAYABLE FROM THE PLAN IF I BECOME DISABLED?	23
2. WHAT IS MEANT BY "TOTAL AND PERMANENT DISABILITY?"	23
3. HOW DO I APPLY FOR A TOTAL AND PERMANENT DISABILITY BENEFIT?	23
4. HOW WILL MY TOTAL AND PERMANENT DISABILITY PENSION BE PAID?	24
5. WHEN WILL I START RECEIVING A DISABILITY PENSION?	24
6. CAN I HOLD ANOTHER JOB WHILE RECEIVING A DISABILITY PENSION?	24
7. WHAT HAPPENS IF I RECOVER FROM MY TOTAL AND PERMANENT DISABILITY?	24
<b>FORM OF PENSION PAYMENT:</b>	<b>25</b>
1. WHAT ARE THE FORMS OF PAYMENT OFFERED UNDER THE PLAN?	25
2. HOW WILL MY RETIREMENT BENEFITS BE PAID?	27
3. IF I AM MARRIED AT RETIREMENT, DO I HAVE TO RECEIVE MY BENEFIT AS A FIFTY PERCENT (50%) JOINT AND SURVIVOR PENSION?	28
4. IF I ELECT TO RECEIVE MY BENEFIT IN THE FORM OF A JOINT AND SURVIVOR PENSION, HOW WILL THE AMOUNT OF MY MONTHLY PENSION PAYMENT BE DETERMINED?	28
5. CAN I RECEIVE MY PENSION BENEFITS IN A LUMP SUM DISTRIBUTION?	29
<b>APPLICATION FOR BENEFITS:</b>	<b>29</b>
1. HOW DO I APPLY FOR PENSION BENEFITS?	29
2. HOW DO I MAKE MY ELECTION REGARDING FORM OF PAYMENT?	29
3. CAN I CHANGE THE FORM IN WHICH MY RETIREMENT BENEFITS ARE BEING PAID AFTER I HAVE MADE MY ELECTION?	30
4. IS THERE A MAXIMUM BENEFIT UNDER THE PLAN?	30
5. WHAT ABOUT SOCIAL SECURITY BENEFITS?	30
6. DO I HAVE TO PAY TAXES ON ANY BENEFIT I RECEIVE FROM THE PLAN?	30
7. CAN I ASSIGN MY BENEFITS UNDER THE PLAN?	30
<b>SUSPENSION OF BENEFITS RULES:</b>	<b>31</b>
1. WHAT HAPPENS IF I WORK AFTER RETIREMENT?	31
2. WHAT SHOULD I DO IF I DECIDE TO RETURN TO WORK AFTER I RETIRE?	32
3. WHAT MUST I DO TO START MY MONTHLY PENSION AGAIN AFTER I STOP WORKING?	32
4. WHAT WILL HAPPEN IF I RECEIVE PENSION BENEFITS FOR A MONTH IN WHICH THEY SHOULD HAVE BEEN SUSPENDED?	32

5. HOW CAN I FIND OUT MORE ABOUT THE SUSPENSION OF BENEFITS RULES? .....	32
<b>DEATH BENEFITS: .....</b>	<b>33</b>
1. WHAT HAPPENS IF I DIE BEFORE I RETIRE? .....	33
2. IF I HAVE ALREADY RETIRED, ARE THERE ANY BENEFITS PAYABLE UPON MY DEATH? .....	34
3. HOW DO I DESIGNATE MY BENEFICIARY? .....	34
4. MAY I DESIGNATE SOMEONE OTHER THAN MY SPOUSE AS MY BENEFICIARY? .....	35
<b>TERMINATION BENEFITS: .....</b>	<b>35</b>
1. AM I ENTITLED TO ANY BENEFITS IF I STOP WORKING IN COVERED EMPLOYMENT BEFORE MY NORMAL RETIREMENT AGE? .....	35
2. IF I HAVE TERMINATED EMPLOYMENT, WOULD I BE ELIGIBLE TO RECEIVE EARLY RETIREMENT OR DISABILITY BENEFITS? .....	35
<b>PROVISIONS RELATING TO VETERANS' REEMPLOYMENT: .....</b>	<b>35</b>
1. WHAT HAPPENS TO MY BENEFITS UNDER THE PLAN IF I ENTER MILITARY SERVICE? .....	35
<b>APPEALS PROCESS: .....</b>	<b>37</b>
1. WHEN WILL I BE NOTIFIED ABOUT THE STATUS OF MY APPLICATION FOR BENEFITS? .....	37
2. WHAT INFORMATION WILL I RECEIVE IF MY CLAIM FOR BENEFITS IS DENIED? .....	37
3. HOW DO I APPEAL AN ADVERSE DECISION? .....	37
4. WHAT RIGHTS DO I HAVE FOLLOWING MY APPEAL? .....	38
<b>IMPORTANT INFORMATION FOR MARRIED PARTICIPANTS: .....</b>	<b>39</b>
1. DEFINITION OF SPOUSE .....	39
2. EFFECT OF DIVORCE OR DISSOLUTION ON BENEFICIARY DESIGNATION .....	39
<b>MISCELLANEOUS: .....</b>	<b>39</b>
1. WHO ADMINISTERS THE PLAN? .....	39
2. WHO CONTRIBUTES TO THE PLAN? .....	39
3. HOW ARE THE FUNDS TO PROVIDE PENSION BENEFITS ACCUMULATED? .....	40
4. ARE THERE LEGAL DOCUMENTS COVERING THE PLAN? .....	40
5. CAN THE PLAN BE AMENDED? .....	40
6. CAN THE PLAN BE TERMINATED? .....	40
7. ARE MY BENEFITS UNDER THE PLAN INSURED? .....	41



**SUMMARY PLAN DESCRIPTION  
FOR THE SHEET METAL, AIR, RAIL AND TRANSPORTATION  
ASSOCIATION LOCAL UNION NO. 33  
YOUNGSTOWN DISTRICT PENSION FUND**

To Participants and Beneficiaries of the Pension Plan:

We are pleased to present this summary of the main provisions of the Sheet Metal, Air, Rail and Transportation Association Local Union No. 33 Youngstown District Pension Fund.

This booklet reflects Plan amendments that have been adopted through June 19, 2013 and summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures that must be followed when applying for a benefit. Also included is important information concerning your rights as a Participant, Beneficiary or an Alternate Payee.

Please understand that this booklet is simply a summary, and does not contain all of the details of the Plan or the federal tax laws applicable to tax-qualified plans. This booklet is not intended to change, expand, or otherwise interpret the terms of the Plan Document. Your rights can only be determined by referring to the full text of the Plan Document. **If there is any discrepancy between the provisions of this Summary and the Plan Document, it is the Plan Document that determines the provisions of this Plan, not this Summary.**

Only the full Board of Trustees is authorized to interpret the Plan. No other individual or organization, such as your Union or Employer, or any other employee or representative, is authorized to interpret this Plan or act as an agent of the Board of Trustees. If you have any questions about the Plan, please direct them to the Board of Trustees.

The Board of Trustees retains the authority to amend the Plan. You will be notified of any important changes in the Plan. Therefore, it is very important that the Board of Trustees be notified immediately of any changes in your mailing address. It is your responsibility to ensure that your address is current.

We urge you to read this booklet carefully in order to become familiar with the Plan. We suggest that you share it with your family since they also have an interest in the Pension Plan. If you have any questions about the Plan, you should write the Board of Trustees for assistance.

**BOARD OF TRUSTEES  
SHEET METAL, AIR, RAIL AND TRANSPORTATION ASSOCIATION  
LOCAL UNION NO. 33  
YOUNGSTOWN DISTRICT PENSION FUND  
33 Fitch Boulevard  
Austintown, OH  
(330) 270-0453  
(800) 589-8041**

## **PLAN INFORMATION**

### **Name of Plan:**

The formal name of the Plan is the Sheet Metal, Air, Rail and Transportation Association Local Union No. 33 Youngstown District Pension Fund. For purposes of this summary, it will be referred to as the "Pension Plan" or the "Plan."

### **Type of Plan:**

The Plan is a defined benefit pension plan. This means that, if you are eligible, you will receive a monthly pension payable at your Normal Retirement Date.

### **Identification Number of Plan Sponsor:**

34-1939172

### **Plan Number:**

001

### **Plan Year:**

The Plan Year is the 12-month period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

### **Administrative Manager/Fund Office:**

Compensation Programs of Ohio, Inc.  
33 Fitch Boulevard  
Austintown, OH 44515  
[www.yourunionbenefits.com](http://www.yourunionbenefits.com)  
Phone: (330) 270-0453  
(800) 435-2388

### **Board of Trustees (Plan Sponsor):**

The Plan is administered by a Board of Trustees consisting of an equal number of Employer Trustees and Union Trustees. The Trustees are fiduciaries for the Plan and have the authority to control and manage the operation and administration of the Plan. At the present time, the Trustees are as follows:

**Employer Trustees:**

Mr. Mike Fagert  
York Mahoning Mechanical  
Contractors  
724 Canfield Road  
Youngstown, OH 44511

Mr. Kevin Kirkman  
Roth Brothers  
3847 Crum Road  
Youngstown, OH 44515

Mr. Cliff Morgan  
4212 Everett-Hull Rd.  
Cortland, OH 44410

Mr. Brian Pfau  
York Mahoning Mechanical  
Contractors  
724 Canfield Road  
Youngstown, OH 44511

**Union Trustees:**

Mr. James Fornwalt  
Sheet Metal, Air, Rail and Transportation  
Association Local Union No. 33  
Youngstown District  
200 McClurg Road  
Youngstown, OH 44512

Mr. Travis Hoskinson  
Sheet Metal, Air, Rail and Transportation  
Association Local Union No. 33  
Youngstown District  
200 McClurg Road  
Youngstown, OH 44512

Mr. Lawrence McQuillan  
Sheet Metal, Air, Rail and Transportation  
Association Local Union No. 33  
Youngstown District  
200 McClurg Road  
Youngstown, OH 44512

Mr. Tim Redmond  
Sheet Metal, Air, Rail and Transportation  
Association Local Union No. 33  
Youngstown District  
200 McClurg Road  
Youngstown, OH 44512

**Legal Counsel:**

Green, Haines, Sgambati Co., L.P.A  
100 Federal Plaza East Suite 800  
P.O. Box 849  
Youngstown, OH 44501-0849

**Agent for Service of Legal Process:**

Service of Legal Process may be made upon the Legal Counsel, any Plan Trustee or the Administrative Manager at their respective addresses.

**Investment Consultant:**

The Bogdahn Group  
5000 Rockside Road, Suite 320  
Independence, OH 44131

**Actuaries:**

Cuni, Rust and Strenk  
4555 Lake Forest Drive, Suite 620  
Cincinnati, OH 45242-3760

**Fund Auditor:**

Yurchyk & Davis CPA's, Inc.  
3701 Boardman-Canfield Rd. Suite 2  
Canfield, OH 44406

**Union:**

"Union" means Sheet Metal, Air, Rail and Transportation Association, Local Union No. 33 Youngstown District. The Union was formerly known as Sheet Metal Workers Local Union No. 33 Youngstown District

**Plan Funding:**

The Plan is funded by contributions made by Employers signatory to the Collective Bargaining Agreement(s) of the Union. Contributions are held in trust pursuant to the Sheet Metal Workers Local No. 5 Pension Fund Trust Agreement, which was signed on November 1, 1964. The Plan was renamed the Sheet Metal Workers Local No. 33 Youngstown District Pension Fund to reflect the merger of Sheet Metal Workers Local No. 5 into Local No. 33 Youngstown District. The Plan is now named Sheet Metal, Air, Rail and Transportation Association Local Union No. 33 Youngstown District Pension Fund to reflect the name change of the Union.

**Collective Bargaining Agreement:**

The Plan is maintained pursuant to Collective Bargaining Agreements. You may obtain copies of these Collective Bargaining Agreements by contacting the Board of Trustees. A reasonable charge may be made for copying expenses. You may also examine copies of the Collective Bargaining Agreements at your Union Hall or at the office of the Administrative Manager. If you give the Union Hall or the Administrative Manager at least ten days' advance **written notice**, a copy of the Collective Bargaining Agreements will be made available at any work site where 50 or more Participants are working.

### **Contributing Employers:**

"Contributing Employer" or "Employer" means an Employer signatory to a Collective Bargaining Agreement with the Union requiring contributions to this Fund, and an Employer signatory to any other agreement requiring contributions to this Fund provided the Employer has been accepted as a Contributing Employer by the Trustees. Upon written request to the Board of Trustees, you will receive information about whether a particular Employer is contributing to the Plan and, if so, its address.

### **Special Notice:**

In the event there appears to be a conflict between the description of any Plan provision in this booklet and its statement in the Pension Plan document (available at the office of the Administrative Manager), it is **the Pension Plan document that is the official and governing language.**

Nothing in the booklet is meant to interpret, extend or change, in any way, the provisions expressed in the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of the Plan whenever in their judgment, conditions so warrant. The Trustees also reserve the right to modify, reduce and increase the benefits provided by this Plan. This includes, but is not limited to, accrual rate increases and providing additional benefits, providing such modification, reduction or increases as permissible under applicable federal law.

**STATEMENT OF YOUR ERISA RIGHTS**  
**(THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974,**  
**AS AMENDED)**

As a Participant in the Sheet Metal, Air, Rail and Transportation Association Local Union No. 33 Youngstown District Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's and at other specified locations, such as worksites and the Union Hall, all documents governing the Plan, including Collective Bargaining Agreements, insurance contracts, and copies 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 Board of Trustees, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements, insurance contracts, copies of the latest annual report (Form 5500 series), and an updated Summary Plan Description. The Board of Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this summary.
- Obtain a statement telling you whether you have a right to receive a pension benefit at Normal Retirement Age 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 benefit, the statement will tell you how many more years you have to work to earn 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, your beneficiaries, employee representatives and Contributing Employers are also allowed to request copies of certain actuarial and financial documents about the Plan. This access is intended to increase the transparency of the Plan and to allow you to better understand the Plan's funding and financial status. You may submit a written request to the Plan's administrator for copies of any of the following documents:

- 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.



- 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.

However, the following procedures and limitations apply to the disclosure of these actuarial and financial documents:

- The requirements apply only to plan years beginning after December 31, 2007.
- The administrator has 30 days from the day that your written request was received to provide the documents.
- The administrator may charge a reasonable fee that covers the cost of furnishing the requested documents.
- The 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 (6) 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.
- The administrator will not disclose documents that contain individually identifiable or proprietary information about any Plan Participant, beneficiary, employee, fiduciary or Contributing Employer.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an 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.

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 suit in a federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to \$110.00 a day until you receive the



materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees.

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 if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, 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, DC 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. The nearest area office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway - Suite 210, Fort Wright, Kentucky, 41011-2664, or (859) 578-4680. Additional information is also available on the Internet at <http://www.dol.gov/ebsa>.

**QUESTIONS AND ANSWERS ABOUT THE  
SHEET METAL, AIR, RAIL AND TRANSPORTATION ASSOCIATION  
LOCAL UNION NO. 33  
YOUNGSTOWN DISTRICT  
PENSION FUND**

**ELIGIBILITY AND PARTICIPATION:**

**1. Who is eligible to participate in the Plan?**

Any Employee who is or may become entitled to receive the benefits provided for in the Pension Plan is eligible to participate in the Plan. Once you become a Participant in the Pension Plan, you are eligible to earn Pension Credits and Vesting Credit, with which you can earn a right to the benefits provided under the Plan.

**2. Who is considered an Employee in the Plan?**

You are considered an employee if you perform work for an Employer that is covered under the terms of a Collective Bargaining Agreement or other Agreement requiring contributions to the Pension Fund. The term "Employee" does not include any self-employed person, partner or sole proprietor of a business organization that is a Contributing Employer.

**3. When will I become a Participant in the Plan?**

You become a Participant on the first January 1st or July 1st following a period of twelve consecutive months during which you complete at least 775 Hours of Service in Covered Employment.

**Example:** If you began working in Covered Employment in July of 2010 and worked at least 775 hours by June 30, 2011, you would become a Participant in the Plan on July 1, 2011.

**4. What is Covered Employment?**

Covered Employment is employment for which your Employer is required to make contributions to the Plan on your behalf.

**5. What is an Hour of Service?**

An Hour of Service includes:

- Each hour for which you are directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties during the applicable computation period. These hours will be credited to you for the computation period or periods in which the duties were performed.

- Each hour, up to 501 Hours of Service, for which you are paid or entitled to payment for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), but excluding any time compensated under a Workers' Compensation or unemployment compensation law or a plan pursuant to a mandatory disability benefits law, layoff, jury duty, military duty or leave of absence. You must provide sufficient documentation to the Administrative Manager in order to receive credit for these hours.
- Each hour for which back pay is either awarded or agreed to by the Employer, irrespective of litigation of damages, up to 501 Hours of Service. Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. These hours will be credited to you for the computation period or periods to which the award or agreement applies and not to the computation period in which the award, agreement, or payment was made.
- Each hour you are engaged in qualifying military service.

#### 6. Do I have to sign anything to join the Plan?

No. However, it is very important that you keep the Plan Administrator informed of any changes in your mailing address as this is the only way the Board of Trustees can notify you of any changes to or developments regarding the Plan.

### **PENSION CREDIT:**

#### 1. What is Pension Credit?

Pension Credit is accumulated for Covered Employment during the Contribution Period. The Contribution Period is the time during which an Employer contributed to the Pension Fund for work you performed under the Collective Bargaining Agreement.

#### 2. How do I earn Pension Credit?

Pension Credit is computed by dividing the total number of hours you have worked during each accrual period by 1,550. A new accrual period begins each time the benefit amount per Pension Credit changes. This formula allows you to accrue more than one full year of Pension Credit in a Plan Year.

**Example:** Effective January 1, 2001, the accrual rate increased from \$80.00 to \$83.00 per Pension Credit for Participants other than Fabrication Workers (B Workers) and Residential Sheet Metal Workers. The time between June 1, 1994 and December 31, 2000 is an accrual period and Pension Credits earned during that period are multiplied by \$80.00 when your benefit is calculated. The time between January 1, 2001 and May 31,

2013 is also an accrual period and Pension Credits earned during that period are multiplied by \$83.00.

If you worked 16,275 hours in Covered Employment between June 1, 1994 and December 31, 2000, you earned 10.5 Pension Credits ( $16,275 \div 1,550$ ), resulting in a benefit of \$840.00 per month for that accrual period ( $10.5 \times \$80.00$ ).

**If you believe you have earned additional credits that do not correspond to those reported by an Employer due to an Employer's under-reporting or failure to report, and those additional credits would enhance your benefits or establish eligibility, it is your responsibility to produce records of such Covered Employment to support your claim.**

It is possible to lose your Pension Credit due to a Break in Service. For more information regarding a Permanent Break in Service, see "**LOSS OF PENSION CREDITS AND VESTING SERVICE.**"

## **VESTING:**

### **1. What is Vesting Service?**

Vesting Service is used to determine your eligibility for a Deferred Pension. You receive credit for one (1) Year of Vesting Service for each Calendar Year during the Contribution Period in which you worked in Covered Employment for at least 775 hours. For each 155 Hours of Service in Covered Employment, you will be credited with 1/5 Year of Vesting Service. However, in no event will you be credited with more than one (1) Year of Vesting Service in a Calendar Year.

In addition, work not covered by this Plan **may** be counted toward Vesting Service, provided it meets certain conditions. It must be performed both without lapse and contiguously with Covered Employment with the same Employer and have occurred after December 31, 1975.

Years of Vesting Service are used to determine your eligibility for a Deferred Pension and not to determine the amount of your Deferred Pension, which is determined by the Pension Credit you have earned.

### **2. What does it mean to be vested in my pension benefit?**

To be vested means that you have a non-forfeitable right to a future benefit from the Pension Fund. This means that even if you leave Covered Employment, you will still be eligible to receive a Deferred Pension. You will be vested when you satisfy one of the following conditions:

- You have earned five (5) Years of Vesting Service and have performed at least one Hour of Service in Covered Employment on or after January 1, 1997; or

- You have not earned one (1) Hour of Service in Covered Employment on or after January 1, 1997, and you have earned ten (10) Years of Vesting Service.

If you last worked in Covered Employment **PRIOR** to January 1, 1997 and you earned at least five (5) Pension Credits during the Contribution Period or at least five (5) Years of Vesting Service, you are entitled to the following vesting percentage:

<u>Pension Credits During Contribution Period, or Full Years of Vesting Service</u>	<u>Vesting Percentage</u>
5 but less than 6	50%
6 but less than 7	60%
7 but less than 8	70%
8 but less than 9	80%
9 but less than 10	90%
10 or more years	100%

When determining your vested status, your Pension Credit and Years of Vesting Service earned prior to a Permanent Break in Service are disregarded. See "**LOSS OF PENSION CREDITS AND VESTING SERVICE**" for more information regarding a Permanent Break in Service

## **LOSS OF PENSION CREDITS AND VESTING SERVICE:**

### **1. Is it possible for me to lose my Pension Credits or Vesting Service?**

Yes. If you leave Covered Employment before becoming fully vested and you do not return to work in Covered Employment within a specified time period, you may lose your Pension Credits, Vesting Service and all rights to any benefits you may have earned under the Plan.

### **2. How would I lose my Pension Credits and Vesting Service?**

If you have a Plan Year in which you do not complete 155 Hours of Service, you will incur a One-Year Break in Service. If you **are vested** at the time you incur a One-Year Break in Service, you would be fully vested under the Plan and would retain a non-forfeitable right to the Pension Credits and Vesting Service along with all rights to any benefits you may have acquired prior to the break. Please see "**VESTING**" for information about vesting rules.

If you **are not fully vested** in the Plan when you incur five (5) consecutive One-Year Breaks in Service, you will have a **Permanent Break in Service** and will no longer be a Participant in the Plan, losing all Pension Credits,



Vesting Service and rights to any benefits you may have earned prior to the Break.

3. **Are there any circumstances where I could earn less than 155 Hours of Service in a Plan Year and not incur a One-Year Break in Service?**

Failure to accumulate 155 Hours of Service in a Plan Year will not be considered a One-Year Break in Service if that failure is due to the exceptions listed below. It is **your responsibility** to notify the Administrative Manager if any of these exceptions may apply:

- Pregnancy, birth of a child of the Employee, placement of a child with the Employee in connection with his or her adoption of the child, or care for such child for a period beginning immediately after the birth or placement will be credited as Hours of Service to the extent that Hours of Service would have been credited but for such absence (or, if that cannot be determined, eight (8) Hours of Service per day of absence) to a maximum of 155 Hours for each such pregnancy, childbirth, or placement. These hours will be applied to the Plan Year in which the absence begins, if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Year; otherwise the Hours will be applied to the next Plan Year. The Trustees may require, as a condition for granting this credit, that the Employee establish in timely fashion and to the satisfaction of the Trustees that the Employee is entitled to this credit.
- If you are in the military service, a grace period will be granted for the length of such service provided that you make yourself available for employment within the time period required by law following your separation from military service. Upon re-entering Covered Employment, you will be credited with Vesting Service for the period of time you were in the military in accordance with the requirements of the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA). If you feel you should be credited for time spent in the military, you should contact the Board of Trustees. See "**PROVISIONS RELATING TO VETERANS' REEMPLOYMENT**" for more information regarding absences due to military service; or
- If you incur an absence granted by an Employer, up to 12 weeks within a 12 month period that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

The above, with the exception of military service, apply only to the One-Year Break in Service rules for those who are not fully vested in the Plan. If you are vested, these exceptions do not apply to you.

4. **Can I regain my Pension Credits and Vesting Service if I return to Covered Employment?**

Yes. If you are fully vested and return to employment with a Contributing Employer, any additional Pension Credits you earn will be added to the Credits you had prior to your One-Year Break(s) in Service.

If you experience a One-Year Break in Service and are not fully vested, you can regain your prior Pension Credits and Vesting Service by returning to work and earning a Year of Vesting Service (775 Hours of Service in Covered Employment) in a Plan Year during any of the next five (5) consecutive Plan Years (plus any grace periods granted in this section). If you return to Covered Employment during this period, any additional Credits and Service you earn will be added to the Credits and Service you had prior to your One-Year Break(s) in Service.

5. **What happens if I do not return to Covered Employment with a Contributing Employer?**

If you are not vested and do not earn a Year of Vesting Service (775 Hours of Service in Covered Employment) in a Plan Year within any of the next five (5) consecutive Plan Years, you will have a **Permanent Break in Service**. This means that all of your Pension Credits and Vesting Service are permanently lost. If you return to Covered Employment at a later date, you will start out again as a new employee with no Vesting Service or Pension Credits.

**Example 1:** You have three (3) Years of Vesting Service when you leave Covered Employment. You come back after having four (4) consecutive One-Year Breaks in Service. Since you returned before having five (5) consecutive One-Year Breaks in Service, once you complete a full Year of Vesting Service you will regain your three (3) Years of Vesting Service and the Pension Credits you earned prior to your Break.

**Example 2:** You leave the Plan after having completed four (4) Years of Vesting Service. You then have five (5) consecutive Plan Years within which to return and regain your Pension Credits and Vesting Service. However, you do not return until seven (7) years later. That is, you experienced seven (7) One-Year Breaks in Service. This means you have a Permanent Break in Service and all of your prior Vesting Service and Pension Credits are permanently lost. You would start out again as a new employee with no Pension Credits or Years of Vesting Service.

**Example 3:** You have two (2) Years of Vesting Service under the Plan when you are called to military service for three (3) years. If you return to Covered Employment with the Employer prior to eight (8) consecutive One-Year Breaks in Service (five (5) consecutive One-Year Breaks in Service plus the three-year grace period for your military service), upon completing a full Year of Vesting Service you will regain your two (2) Years of Vesting Service and all rights to any benefits you may have earned under the Plan. You may



also be entitled to Years of Vesting Service for your time spent in the military.

## **RETIREMENT BENEFITS:**

### **1. When can I retire under the Plan?**

The Plan provides for Regular, Early Retirement, Deferred and Disability benefits. Descriptions of these benefits are included in greater detail in the following sections. In each instance, your eligibility for benefits is based upon your age and the Vesting Service you have earned under the Plan. The amount of your benefit is determined by the Pension Credits you earned prior to retirement.

Please note that if you are married, any of the pensions described in this booklet will be paid to you in the form of a Joint and Survivor Pension, unless both you and your spouse properly reject this form of payment before your pension begins. The Joint and Survivor Pensions are described in detail in "**FORM OF PENSION PAYMENT.**"

When you want to begin receiving retirement benefits from the Plan, you must make a written application to the Board of Trustees.

**Benefit payments will not start until the first day of the month following the date on which your complete, written application is filed with and approved by the Board of Trustees.**

### **2. When do I have to retire?**

You must begin taking your pension on April 1<sup>st</sup> of the calendar year following the calendar year in which you reach age 70½, even if you remain at work if you are a five percent owner of any Contributing Employer. However, for any other Participant, you may defer the receipt of your Pension benefit until you actually cease employment. This is referred to as your "required beginning date."

## **REGULAR PENSION BENEFITS:**

### **1. When am I eligible to receive a Regular Pension?**

If you are an Active Participant, including those employed in Industrial Fabrication and Manufacturing (B Workers) or Residential work, and you retire on or after January 1, 2005, you may retire with a Regular Pension if you meet the following requirements:

- You must be at least age 57; and
- You must have at least five (5) Years of Vesting Service.

When determining eligibility, any Service or Credits earned prior to a Permanent Break in Service are disregarded. Please see "**LOSS OF**

**PENSION CREDITS AND VESTING SERVICE”** for additional information regarding a Permanent Break in Service.

2. **What are Active Sheet Metal Workers, Fabrication and Manufacturing Workers (B Workers) and Residential Workers?**

**Active Sheet Metal Workers** are those, including journeymen, apprentices and service tech trainees, who perform Sheet Metal Work that is approved under the Collective Bargaining Agreement between the Sheet Metal and Roofing Contractors of Eastern Ohio and Western Pennsylvania and Union

**Fabrication and Manufacturing Workers (B Workers)** are those who perform work in Industrial Fabricating and Manufacturing that is covered under the Collective Bargaining Agreement between the Sheet Metal and Roofing Contractors of Eastern Ohio and Western Pennsylvania and the Union Addendum on Industrial Fabricating and Manufacturing Work. This generally includes fabrication work for air pollution control systems, noise abatement materials, process exhaust systems and all other industrial work excluding air conditioning, heating, ventilating, and architectural sheet metal work.

**Residential Workers** are those who perform work that is covered by the Collective Bargaining Agreement between the Sheet Metal and Roofing Contractors of Eastern Ohio and Western Pennsylvania and the Union Addendum on Residential Work. This generally includes work on any single family dwelling or multiple family housing unit where each individual family unit contains a separate unit or system and is four stories or less.

3. **Is there a way that I can estimate my monthly pension?**

The monthly amount of your Regular Pension is based on the number of Pension Credits you earned, the years in which you earned those credits, and the Employer contribution rates determined by the Collective Bargaining Agreement under which you worked. It also depends on whether you are an Active Participant, a Fabrication and Manufacturing Worker (B Worker) or a Residential Worker.

**For Active Sheet Metal Workers:**

The monthly amount of the Regular Pension for Active Sheet Metal Workers retiring on or after January 1, 2000 is computed as follows:

<b>Accrual Period:</b>	<b>Amount Per Pension Credit:</b>
Years prior to November, 1964	\$4.00 per credit (maximum 10 credits)
November 1, 1964 to April 30, 1970	\$12.00 per credit
May 1, 1970 to October 31, 1974	\$16.00 per credit
November 1, 1974 to April 30, 1980	\$20.00 per credit
May 1, 1980 to December 31, 1989	\$55.00 per credit
January 1, 1990 to May 31, 1994	\$74.00 per credit
June 1, 1994 to December 31, 2000	\$80.00 per credit
January 1, 2001 to May 31, 2013	\$83.00 per credit
June 1, 2013 and thereafter*	\$93.00 per credit*

**\*Provided that effective June 1, 2013, the benefit amount per Pension Credit for Active Sheet Metal Workers, including apprentices and service tech trainees, will be prorated based on the actual contribution rates in proportion to the journeyman contribution rate provided in the Collective Bargaining Agreement, except that the benefit amount per Pension Credit earned as an apprentice or service tech trainee on or after January 1, 2013, shall be \$83.00 per Pension Credit, and shall not be prorated, for Active Participants who began working as apprentices or service tech trainees prior to January 1, 2013.**

In addition, your pension will be increased by .4% (0.004) for each full month between the month you reached age 60 and your annuity starting date, which is the effective date of your pension.

**Example:** If you retired on January 1, 2005 at age 63, had joined the Plan at age 25 and had worked 1,550 hours each year, your pension would be computed as follows:

<b>Accrual Period:</b>	<b>Credits Earned</b>	<b>Pension Amount</b>
November 1, 1964 to April 30, 1970	3.3	\$ 39.60
May 1, 1970 to October 31, 1974	4.5	\$ 72.00
November 1, 1974 to April 30, 1980	5.5	\$ 110.00
May 1, 1980 to December 31, 1989	9.6	\$ 528.00
January 1, 1990 to May 31, 1994	4.4	\$ 325.60
June 1, 1994 to December 31, 2000	6.5	\$ 520.00
January 1, 2001 to December 31, 2004	4.0	\$ 332.00
<b>Subtotal</b>		\$ 1,927.20
<i>PLUS:</i> Increase for 36 months worked past age 60 (0.004 x 36 = 14.4%)		\$ 277.52
<b>Total Monthly Pension</b>		<b>\$ 2,204.72</b>

### **For Fabrication and Manufacturing Workers (B Workers) and Residential Workers**

If you are working in Fabrication and Manufacturing (B Worker) or you are a Residential Worker, the amount of the Employer contributions on your behalf is different than the Employer contributions received for other Participants in the Plan.

The monthly amount of the Regular Pension for Fabrication and Manufacturing Workers (B Workers) or a Residential Workers retiring on or after January 1, 2000 is computed as follows:

<b>Accrual Period:</b>	<b>Amount Per Pension Credit:</b>
Years prior to November 1964	\$2.50 per credit (maximum of 10 Credits)
November 1, 1964 to April 30, 1970	\$10.50 per credit
May 1, 1970 to October 31, 1974	\$14.50 per credit
November 1, 1974 to April 30, 1983	\$18.50 per credit
May 1, 1983 to December 31, 1989	\$27.50 per credit
January 1, 1990 to May 31, 1994	\$32.00 per credit
June 1, 1994 to May 31, 2013	\$36.00 per credit
June 1, 2013 and thereafter*	\$93.00 per credit*

**\*Provided that effective June 1, 2013, the benefit amount per Pension Credit will be prorated based on your actual contribution rate in proportion to the journeyman contribution rate provided in the Collective Bargaining Agreement.**

In addition, your pension will be increased by .4% (0.004) for each full month between the month you attained age 62 and your annuity starting date, which is the effective date of your pension.

### **EARLY RETIREMENT PENSION BENEFITS:**

- 1. Can I receive retirement benefits prior to my Normal Retirement Date?**  
Yes. You are eligible to retire with an Early Retirement Pension if you are at least age 55 and have earned at least five (5) years of Vesting Service.
- 2. How much will my monthly pension be if I retire before my Normal Retirement Age?**

The amount of the Early Retirement Pension depends on the age at which you retire. For all Participants who retire on or after January 1, 2005, the Regular Pension amount is calculated as though you are 57 years old and then reduced by .4% (0.004) for each month that you are younger than age 57 when your Early Retirement Pension begins.

**Example:** If you are age 55 and your Regular Pension at age 57 would be \$850.00 per month, your monthly benefit will be computed as follows:

Regular Monthly Pension:	\$850.00
Reduction for 24 months younger than age 57: $(.004 \times 24 = 9.6\%)$	
9.6% x \$850.00	- \$ 81.60
Your monthly Pension at age 55	\$768.40

Therefore, your Early Retirement Pension would be \$768.40 per month, or 9.6% less than your Regular Pension benefit.

## DEFERRED PENSION BENEFITS:

### 1. What happens if I am vested but I leave Covered Employment and I am not eligible for an Early Retirement Pension?

If you are fully vested, you have a non-forfeitable right to a future benefit from the Pension Fund. This means that even if you leave Covered Employment, you will still be eligible to receive a Deferred Pension. This type of pension is called a "Deferred Pension" because the actual payments do not begin until you reach Early or Normal Retirement Age. Payments can begin as early as age 55 if you have earned the required number of Years of Vesting Service; otherwise, payment will be deferred until your Normal Retirement Age.

### 2. How is eligibility determined for a Deferred Pension?

Eligibility for a Deferred Pension is based on your Years of Vesting Service, which are calculated differently than Pension Credits, as explained in "**PENSION CREDITS**" and "**VESTING**."

### 3. Is there a way to estimate my Deferred Pension Benefit?

As a Deferred Vested Participant under this Plan, your pension benefit is calculated based on the Regular Pension schedule in effect at the time you became a Deferred Vested Participant. For those Deferred Vested Participants retiring with Pension Credits or Vesting Service earned on or after January 1, 2001, you will be eligible to commence your Regular Pension benefit after you reach age 57. This benefit will be calculated in the same manner as a Regular Pension. However, if you meet the age and service requirements for an Early Retirement, your pension benefit will be calculated in the same manner as an Early Retirement Pension.

The benefits for Fabrication and Manufacturing Workers (B Workers) and Residential Workers retiring with Pension Credits or Vesting Service earned



on or after January 1, 2005 will be calculated in the same manner as the Regular or Early Pension Benefits as explained in the previous sections.

The benefits for Deferred Participants who have not earned any Pension Credits or Vesting Service since January 1, 2001 will be calculated based on the rules and pension schedules in effect at that time. Please contact the Fund Office if you have any questions concerning the amount of your Deferred Pension.

## **DISABILITY PENSION BENEFITS:**

### **1. Are there any benefits payable from the Plan if I become disabled?**

Yes. The Plan provides a Disability Pension, provided you meet the following qualifications:

- You have at least five (5) years of Vesting Service prior to becoming permanently and totally disabled; and
- You are permanently and totally disabled as that term is defined in this section; and
- You worked in Covered Employment for at least 155 hours within the 24 months before you became permanently and totally disabled.

### **2. What is meant by "Total and Permanent Disability?"**

You will be deemed permanently and totally disabled only if the Board of Trustees, in their sole and absolute judgment, determine, on the basis of medical evidence, that you are totally disabled by bodily injury or disease to the extent that you are prevented from engaging in any occupation or employment for wage or profit in a job classification of the type specified in the Collective Bargaining Agreement and such disability will be permanent and continuous during the remainder of your life.

If you apply for a Disability Pension, you may be required to submit to an examination by a competent physician or physicians selected by the Trustees and you may also be required to submit to re-examination, not more often than annually, when deemed necessary by the Trustees to determine whether you continue to be totally disabled. If you refuse to submit to such re-examination when requested, your Disability Pension can be discontinued.

### **3. How do I apply for a Total and Permanent Disability Benefit?**

You must file an application for a Total and Permanent Disability Benefit with the Board of Trustees as soon as you believe you are disabled. The Trustees will require proof of your disability through certification by a licensed and approved medical practitioner, through an examination by a licensed medical practitioner selected by the trustees, or in the form of a determination of disability from the Social Security Administration.

**4. How will my Total and Permanent Disability Pension be paid?**

The monthly amount of your Disability Pension is equal to the amount of your Regular Pension accrued as of the date you are determined to be permanently and totally disabled. However, your Disability Pension amount will be adjusted for the Joint and Survivor Pension option you select. This adjustment is based on a formula set forth in the Trust Document and calculated by the Fund actuary. Please see "**FORM OF PENSION PAYMENT**" for more information about the payment options you have at retirement.

The Disability Pension will continue for life, provided you remain permanently and totally disabled to Normal Retirement Age. If you cease to be permanently and totally disabled before your Normal Retirement Age, your Disability Pension will cease the month in which your disability ends. However, you may be entitled to a Regular Pension or an Early Retirement Pension if you meet the eligibility requirements.

**5. When will I start receiving a Disability Pension?**

A Disability Pension will be payable on the first day of the sixth month following the month in which you become permanently and totally disabled, or the first day of the month following the month you submitted an application for a Disability Pension, whichever is later.

**6. Can I hold another job while receiving a Disability Pension?**

Yes. Effective on or after August 1, 2003, you may hold another job while receiving a Disability Pension, as long as you do not earn more than \$1,000.00 per month. You must report to the Trustees in writing any and all earnings from any employment or gainful pursuit within 15 days after the month in which you earn this amount. If you fail to report to the Trustees, or if you earn more than \$1,000.00 a month, your pension will be suspended for the months in which you had earnings, and for up to six additional months if you fail to make timely reports.

**7. What happens if I recover from my Total and Permanent Disability?**

If you recover while on a Disability Pension and wish to continue receiving a pension benefit, you may be entitled to either a Regular Pension or an Early Retirement Pension if you meet the eligibility requirements. You may also choose to return to work and earn additional Pension Credits. You must notify the Trustees of your recovery from a permanent and total disability as soon as possible so that your Disability Pension can be discontinued.



## FORM OF PENSION PAYMENT:

### 1. What are the forms of payment offered under the Plan?

Upon retirement, you may elect to receive your monthly pension benefit in any one of the following five forms of payment:

- **Single Life Annuity:** If you are not married or if the Joint and Survivor Pension has been rejected in writing with your spouse's written and notarized consent, your pension will be paid in the form of a Single Life Annuity with 60 guaranteed payments. This form of payment provides an unreduced pension that is paid to you for the remainder of your life. If you die before receiving 60 monthly payments, your Beneficiary will continue to receive the monthly payments until a total of 60 monthly payments has been made (to include both payments to you and to your Beneficiary). If your Beneficiary has also died or you did not name a Beneficiary, the remainder of the 60 payments will be made to your estate.
- **Fifty Percent (50%) Joint and Survivor Pension:** If you are married when you retire, your pension benefit is automatically payable in the form of a Fifty Percent (50%) Joint and Survivor Pension unless you reject this form of payment in writing with your spouse's written and notarized consent. If the Fifty Percent (50%) Joint and Survivor Pension is rejected in writing on the form approved by the Trustees with your spouse's written and notarized consent, your spouse waives all rights to benefit payments under this option.

The Fifty Percent (50%) Joint and Survivor Pension provides a lifetime benefit for you and your spouse. The amount of your monthly benefit is reduced from what it would have been with a Single Life Annuity. In exchange, upon your death, fifty percent (50%) of the benefit amount you were receiving will be paid to your surviving spouse for life. You must, however, have been married either throughout the year before the pension began or throughout the year before your death, provided you were married prior to the start of your pension.

For retirements on or after June 1, 2006, if your spouse dies before you and after benefits have begun, your monthly benefit will be adjusted upward (pop-up) to the amount you would have received with a Single Life Annuity. **This benefit only applies to the spouse to whom you were married at the time your retirement began. This benefit is only effective for Spouses whose death occurs after June 1, 2006 and is limited to a one-time occurrence. Any subsequent marriage is not eligible for this benefit. Further, this benefit will not apply when a Qualified Domestic Relations Order (QDRO) is in effect.** In order to receive this benefit, you must notify the Trustees.

- **Optional Seventy-Five Percent (75%) Joint and Survivor Pension:** If you are eligible for the Fifty Percent (50%) Joint and Survivor Pension, you may waive your Fifty Percent (50%) Joint and Survivor Pension with spousal consent and elect to receive a Seventy-Five Percent (75%) Joint and Survivor Pension.

A Seventy-Five Percent (75%) Joint and Survivor Pension provides an adjusted monthly amount for life and, if you die before your Qualified Spouse, he or she will receive a monthly benefit for his or her lifetime that is equal to 75% of the monthly amount you were receiving at your death. Your monthly benefit is reduced from what it would have been with a Single Life Annuity (after adjustment, if any, for Early Retirement). The amount of the reduction in your benefit depends on your age and your spouse's age at retirement. When you apply for a pension, you and your spouse will be given this information.

For retirements on or after December 18, 2012, if your spouse dies before you and after benefits have begun, your monthly benefit will be adjusted upward (pop-up) to the amount you would have received with a Single Life Annuity. **This benefit only applies to the spouse to whom you were married at the time your retirement began. This benefit is only effective for Spouses whose death occurs after December 18, 2012, and is limited to a one-time occurrence. Any subsequent marriage is not eligible for this benefit. Further, this benefit will not apply when a Qualified Domestic Relations Order (QDRO) is in effect.** In order to receive this benefit, you must notify the Trustees.

- **Optional One Hundred Percent (100%) Joint and Survivor Pension:** If you are eligible for the Fifty Percent (50%) Joint and Survivor Pension, you may waive your Fifty Percent (50%) Joint and Survivor Pension with spousal consent and elect to receive a One Hundred Percent (100%) Joint and Survivor Pension.

A One Hundred Percent (100%) Joint and Survivor Pension provides you with an adjusted monthly amount for life and, if you die before your Qualified Spouse, he or she will receive a monthly benefit for his or her lifetime equal to 100% of monthly amount you were receiving at your death. Your adjusted monthly benefit is reduced from what it would have been as a Single Life Annuity (after adjustment, if any, for Early Retirement). The amount of the reduction in your benefit depends on your age and your spouse's age at retirement. When you apply for a pension, you and your spouse will be given this information.

For retirements on or after December 18, 2012 if your spouse dies before you and after benefits have begun, your monthly benefit will be adjusted upward (pop-up) to the amount you would have received with a Single Life Annuity. This benefit only applies to the spouse to whom you were married at the time your retirement began. This benefit is only effective for Spouses whose death occurs after December 18, 2012 and is limited

to a one-time occurrence. Any subsequent marriage is not eligible for this benefit. Further, this benefit will not apply when a Qualified Domestic Relations Order (QDRO) is in effect. In order to receive this benefit, you must notify the Trustees.

- **Social Security Level Income Option:** If you retire prior to becoming eligible for Social Security, you may choose the Social Security Level Income Option. This option enables you to receive an approximately equal monthly pension for life by increasing the amount of your monthly benefit in the years before your Social Security Benefits begin, and then decreasing your benefit from the Plan once you begin to receive your Social Security Benefits. In this way, between benefits paid by the Plan and by Social Security, you would receive a level amount of retirement income for life. This option can be elected in combination with either the Single Life Annuity or with any of the Joint and Survivor Pensions. However, this option cannot be elected if the amount of your pension benefit would be less than \$25.00 per month.

If you die before you have received 60 monthly payments, your designated Beneficiary will receive your monthly pension benefit until a total of 60 monthly payments have been made. If you have not designated a Beneficiary, the Trustees will direct that payment be made to your estate until a total of 60 payments have been made.

Election of the Level Income Option must be made in writing. The Administrative Manager will supply you with an election form that must be completed and submitted to the Trustees before the first month that benefits are payable. In order to calculate the amount of your Level Income Option benefit, you must provide the Administrative Manager with a Benefit Estimate Statement from the Social Security Administration, which provides the estimated amount of your Social Security Benefits.

Once elected, the Level Income Option cannot be revoked, except that if you are receiving benefits under this option and you return to work in Disqualifying Employment, your future pension benefit will not be paid in the form of a Level Income Option. Future benefit payments will be reduced by the amount previously overpaid with the Level Income Option on the basis of actuarial principles which is approved by the Trustees.

## 2. How will my retirement benefits be paid?

Your benefit will be paid as an annuity in equal monthly installments.

**If you are not married** or have been married less than a year when your benefits begin, the automatic form of payment is the Single Life Annuity.

**If you are married** at the time your benefits begin, your monthly pension will be paid on a reduced basis as an actuarially equivalent Fifty Percent (50%) Joint and Survivor Pension, which is the Plan's normal form of

payment for married Participants. With spousal consent, you can elect to receive either an Optional Seventy-Five Percent (75%) or an Optional One Hundred Percent (100%) Joint and Survivor Pension.

**If you are married, the Fifty Percent (50%) Joint and Survivor Pension will automatically be applied unless you and your spouse elect an alternate form of benefit.**

**3. If I am married at retirement, do I have to receive my benefit as a Fifty Percent (50%) Joint and Survivor Pension?**

No. You may elect to have your benefits paid in a form of payment other than the Fifty Percent (50%) Joint and Survivor Pension. When you apply for your pension, you will be provided with detailed information regarding the forms of payment offered under the Plan as well as the monthly benefit amount payable under each option. You will have a period of not more than 180 days but not less than 30 days to decide how you want your benefit to be paid. You and your spouse may choose to waive this election period, in which case the election period will not be less than seven (7) days.

If you reject payment as a Fifty Percent (50%) Joint and Survivor Pension in favor of a Single Life Annuity, your spouse must consent to your election, waiving any right to a benefit that would be paid upon your death. This waiver must be signed by your spouse in the presence of a notary public, and confirms your spouse's consent to your election of payment as a Single Life Annuity. If your spouse does not complete the waiver, your monthly pension will be paid as a Fifty Percent (50%) Joint and Survivor Pension in accordance with the Employee Retirement Income Security Act of 1974 (ERISA).

**4. If I elect to receive my benefit in the form of a Joint and Survivor Pension, how will the amount of my monthly pension payment be determined?**

Since the Joint and Survivor Pension benefits are paid over two lifetimes instead of one, the monthly amount payable will be reduced from what the Single Life Annuity would have been, based on your age and that of your spouse at retirement. At your retirement, the applicable factors for your age and the age of your spouse will be provided for all of the Joint and Survivor Pension options.

**Example:** Assume that your regular pension benefit (paid as a Single Life Annuity), is \$1,800.00 per month. Assume also that you have been married for more than one year at retirement and you and your spouse have elected the Fifty Percent (50%) Joint and Survivor Pension. If your spouse is three (3) years younger than you, your benefit of \$1,800.00 per month is multiplied by a factor of 87.8% (the reduction based on your age and that of your spouse at retirement). Your monthly benefit is  $\$1,800.00 \times 0.878 = \$1,580.40$ . Upon



your death, your spouse will receive 50% of your monthly benefit, or \$790.20 per month for the remainder of his or her life.

**5. Can I receive my pension benefits in a lump sum distribution?**

Generally, no. However, if at retirement the actuarial present value of your accrued benefit is less than or equal to \$1,000.00, you will receive a lump sum distribution in lieu of a monthly pension. Upon receipt of this distribution, there will be no further benefits payable to you or, if applicable, your spouse at a future date and the Plan will have no further liability with respect to your participation in it.

If the actuarial present value of a benefit payable to a surviving spouse or alternate payee under the Plan is \$5,000 or less as of the Annuity Starting Date, the Trustees will pay the benefit in a single sum equal to that value.

Lump sum payments will not occur if your pension benefits have begun, unless you or your beneficiary consents in writing to the lump-sum distribution.

**It is important that the Fund Office is aware of your current marital status. Be sure to notify the Fund Office if your marital status changes.**

**APPLICATION FOR BENEFITS:**

**1. How do I apply for pension benefits?**

When you retire and want your benefits to begin, you must contact the Administrative Manager and request the necessary application form. To allow you ample time to compile the necessary information and make your election, we ask that you make this request at least 90 days (but no more than 180 days) prior to your desired retirement date. The Administrative Manager will tell you what other documents must be furnished.

In order to assist you in your planning for retirement, you may request an estimate of the monthly pension amounts payable as of an expected retirement date. Once you decide upon an actual pension commencement date, a final calculation of the benefits payable will be completed and a retirement application will be issued.

**2. How do I make my election regarding form of payment?**

Your election must be made ***in writing*** on forms furnished by the Administrative Manager before your pension is to begin. This election can be made no more than 180 days prior to the date on which your monthly pension begins.

**3. Can I change the form in which my retirement benefits are being paid after I have made my election?**

No, however before your benefits actually begin, you can cancel any election you have made by notifying the Administrative Manager and filling out the appropriate forms. In addition, any optional form of payment will be canceled automatically if you or your spouse should die prior to the date on which your pension benefits are set to commence.

**Once benefit payments have begun, you will not be allowed to change your form of payment.**

**4. Is there a maximum benefit under the Plan?**

Yes. Federal tax laws require the Plan to limit the annual benefit paid to Participants and surviving spouses. If your benefit or that of your surviving spouse would exceed the amount that federal tax laws state can be paid, the benefit will be reduced to comply with the law. The Administrative Manager will inform you if your benefit will be affected by this restriction.

**5. What about Social Security Benefits?**

Any benefits you receive from the Social Security Administration will be paid in addition to the benefits that may be paid from this Plan.

**6. Do I have to pay taxes on any benefit I receive from the Plan?**

Yes. The benefits you may receive from the Plan are taxable and you must include them in your gross taxable income. It is recommended that you review any questions you might have in this regard with a tax advisor or financial planner.

**7. Can I assign my benefits under the Plan?**

Generally, no. Your interest in your pension may not be alienated, that is sold, used as collateral for a loan, given away or otherwise transferred. Also, your creditors may not attach, garnish, or otherwise interfere with your Pension. If at the time either you or your Beneficiary is entitled to receive a benefit you are indebted to the Plan, the Trustees may decide to first satisfy the debt owed to the Plan prior to paying the benefit to you or your Beneficiary.

The Trustees may be required by law to recognize obligations as a result of court ordered child support or alimony. The Plan must honor a Qualified Domestic Relations Order (QDRO) that has been approved and executed by a domestic relations judge once it has been determined by the Trustees to be valid.

## **SUSPENSION OF BENEFITS RULES:**

### **1. What happens if I work after retirement?**

The Plan provides limits on work you perform after retirement. If you are receiving a monthly benefit but work in the same industry, trade or craft that is covered by the Plan, your monthly pension will be suspended for a period of time. Whether work is considered disqualifying (that is, will cause suspension of your pension benefits) depends on whether you work before or after age 57:

#### **After Retirement but Before You are Age 57**

You will not be entitled to receive your pension for any month in which you engage in Disqualifying Employment, which is:

- Employment in work of any type covered by the terms of the Collective Bargaining Agreement that is in effect, or in any type of work normally performed by Sheet Metal Workers, employment in any type of production related work in the field in the industry covered by the Plan, to include supervision of any manpower in the production field in an industry covered by the Plan, except for employment as a trainer or instructor for programs operated by, on behalf of, or in conjunction with the Union; or
- Employment for an Employer in the same or related business as any Contributing Employer; or
- Self-employment in the same or related business as any Contributing Employer; or
- Employment or self-employment in any work that is under the geographical jurisdiction of the union.

Your benefit will be suspended for six (6) consecutive months after you have engaged in Disqualifying Employment for one (1) or more months. If you fail to notify the Plan of employment that may be considered disqualifying, or if you willfully misrepresent disqualifying employment, your monthly benefit will be suspended for an additional six (6) months.

#### **After Retirement and You are at Least Age 57**

You will not be entitled to receive your pension for any month in which you work or are paid for more than 40 hours of employment or self-employment that is:

- In the industry covered by the Plan; or
- In the geographical jurisdiction of the Union; or
- Employment in work of any type covered by the terms of the Collective Bargaining Agreement in effect between the Union and the Employers, or in any type of work normally performed by Sheet Metal Workers, employment in any type of production related work in the field in the



industry covered by the Plan, to include supervision of any manpower in the production field in an industry covered by the Plan.

Except for these limitations, you will be free to work at any other employment without effect on your pension. If you work in violation of these rules, your pension will be suspended for the month or months in which you worked.

**2. What should I do if I decide to return to work after I retire?**

You are required to notify the Fund Office within 21 days after starting work that is or may be disqualifying under the Plan, regardless of whether or not you work 40 hours or more per month. This allows the Trustees to make a determination about the effect of such work on your pension.

**3. What must I do to start my monthly pension again after I stop working?**

Once your pension benefits have been suspended, it is your responsibility to notify the Trustees when you wish to have your pension benefit resume. The Trustees have the right to withhold benefit payments until you file notice with the Plan.

**4. What will happen if I receive pension benefits for a month in which they should have been suspended?**

If you receive a monthly pension payment for a month in which it should have been suspended, the excess payment(s) will be deducted from your pension payments once your benefit resumes. The Plan may withhold up to 100% of your first benefit payment after suspension, and no more than 25% of subsequent payments. If you die before the excess payments have been recouped by the Plan, deductions will be made from the benefits payable to your Beneficiary, subject to the 25% limitation.

**5. How can I find out more about the Suspension of Benefits Rules?**

If you have any questions regarding the Suspension of Benefits Rules, or if you would like to know in advance whether the type of work you propose to do will cause a suspension of your pension benefit, contact the Board of Trustees. If you ask for a determination on the application of the rules or if your pension payments are suspended, you will receive a written notice from the Trustees.

If you disagree with any actions taken by the Trustees in suspending benefits, you can file an appeal with the Board of Trustees. Please see **"APPEALS PROCESS"** for additional information.

## DEATH BENEFITS:

### 1. What happens if I die before I retire?

The Plan includes survivor benefits when you die before your pension payments start that depend on your marital and vesting status at the time of your death:

#### **Married Vested Participants**

Effective for all deaths on and after November 1, 2009, if you have been married for at least one (1) year at your death, you are vested in your pension and you die before your pension payments start, a Pre-Retirement Surviving Spouse Benefit will be paid to your spouse. If at the time of your death you would have been eligible to receive pension benefits under this Plan other than a Disability Pension, your spouse will be eligible to receive a lifetime Pre-Retirement Surviving Spouse Benefit determined as if you had retired with a 50% Joint and Survivor Pension the day before your death. That is, your Pension would be reduced as it would be for an Early Retirement Pension if you would have been younger than Normal Retirement Age at the time payments begin and reduced for the 50% Joint and Survivor Pension. Your spouse will then receive 50% of that adjusted amount for each month for the remainder of his or her life. Your spouse will begin receiving benefits as of the first of the month following your death or the first of the month following the date that your spouse applies for payment.

If at the time of your death you had earned a vested right to a pension but were not eligible to receive payment of any pension under this Plan, your spouse will be entitled to a Pre-Retirement Surviving Spouse Benefit determined as if you had separated from service under the Plan on the earlier of the date you last worked in Covered Employment or the date of your death, survived until age 55 and retired with an immediate One Hundred Percent (100%) Joint and Survivor Pension, and died the next day. Your spouse will begin receiving benefits on the first of the month following the month in which you would have attained age 55. The pension amount will be reduced for the early retirement and for the One Hundred Percent (100%) Joint and Survivor Pension form.

If the Pre-Retirement Surviving Spouse Pension will not be payable for at least one (1) year after the Trustees are notified of your death, your spouse may apply to have the Pre-Retirement Surviving Spouse Pension begin earlier, at a reduced amount to allow for earlier payment. The pension cannot be paid in this form if the reduced amount is less than \$25.00.

Your spouse may also choose to delay payment of the Pre-Retirement Spouse Pension, but the pension cannot be delayed past the first of the month following the date you would have reached age 70½.

### **Unmarried Vested Participants and Non-Vested Participants**

If you die and are either not married or not vested, the Plan will pay to your Beneficiary a benefit that is equal to the total Employer Contributions made to the Fund on your behalf with simple interest at 3.0% per annum. Your Beneficiary may choose to have the benefit paid in a single lump sum or in 36 monthly installments.

**2. If I have already retired, are there any benefits payable upon my death?**

If you have commenced receipt of retirement benefits, any death benefits payable from the Plan will be determined by the form of pension payment you elected at retirement. If you were not married at retirement or if you elected to receive your pension as a Single Life Annuity and had not yet received 60 monthly payments, the remainder of those payments will be paid to your beneficiary.

If you are receiving your pension as one of the Joint and Survivor Pensions, your spouse will receive a survivor's benefit equal to 50%, 75% or 100% of the monthly pension you were receiving at the time of your death, depending on which option you selected at retirement.

**3. How do I designate my beneficiary?**

Your Beneficiary is the person you designate to receive benefits from the Plan. If you are not married, you can designate the Beneficiary of your choice by completing the proper form required by the Board of Trustees. The designation is not in force until this form is received by the Administrative Manager. If your Beneficiary dies prior to your death, or if you did not name a Beneficiary, the Death Benefit will be paid to your estate.

If you are married at the time of your death, your spouse will be your Beneficiary.

When there is a change to any of the information that appears on the form, you must complete a new Beneficiary Designation Form and return it to the Administrative Manager at:

Sheet Metal, Air, Rail and Transportation Association  
Local Union No. 33 Youngstown District Pension Fund  
33 Fitch Boulevard  
Austintown, OH 44515  
Phone: (330) 270-0453  
(800) 589-8041

**IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT YOUR BENEFICIARY DESIGNATION IS CURRENT.**

4. **May I designate someone other than my spouse as my Beneficiary?**

No. If you are married, your spouse is your Beneficiary.

**TERMINATION BENEFITS:**

1. **Am I entitled to any benefits if I stop working in Covered Employment before my Normal Retirement Age?**

If you are vested when you stop working in Covered Employment, you are considered a Deferred Vested Participant and will be entitled to a pension at your Normal Retirement Age equal to your earned pension at the time you stopped working in Covered Employment. Any service earned prior to a Permanent Break in Service will be disregarded. See "**LOSS OF PENSION CREDITS AND VESTING SERVICE**" for more information about a Break in Service.

**Example:** You stop working for a Contributing Employer at Age 38 and have earned 12 Pension Credits and are fully vested. You have accrued a benefit of \$996.00 per month. You would be entitled to receive a monthly benefit of \$996.00, payable at your Normal Retirement Date, which is the first day of the calendar month immediately following the month in which you reach your Normal Retirement Age.

2. **If I have terminated employment, would I be eligible to receive Early Retirement or Disability benefits?**

Perhaps. There are specific eligibility requirements for Early Retirement and Disability benefits. To be eligible for such benefits, you must meet those requirements. For additional information regarding these benefits and their eligibility requirements, please see "**EARLY RETIREMENT**" and "**DISABILITY BENEFITS**."

**PROVISIONS RELATING TO VETERANS' REEMPLOYMENT:**

1. **What happens to my benefits under the Plan if I enter military service?**

Federal law governs your rights if you enter the military. It is possible for you to receive credit for both service and benefits if certain conditions are met.

To protect your rights under the Plan, you must leave the geographic jurisdiction of the Plan for service in the uniformed military service **before** your participation ceases, and you must notify your Employer (or the Administrative Manager) before you leave. Federal law excuses the notification requirement if you could not give advance notice because of military necessity or if giving the advance notice was impossible or unreasonable.

To further protect your rights under the Plan, you ***must*** apply for work in Covered Employment within a certain period of time after you are released from military duty under honorable conditions. The period during which you must apply depends on how long you served in the military service, as follows:

<b>If the period of service in the uniformed services:</b>	<b>Applicable deadline:</b>
<i>Lasted less than 31 days</i>	By the beginning of the next regular scheduled work period on the first full day following completion of the uniformed service, and at least eight hours after the period needed for the Participant to return home from the place of that uniformed service
<i>Consisted solely of a physical or medical examination to verify fitness</i>	By the beginning of the next regular work period
<i>Lasted more than 30 days But less than 181 days</i>	Within 14 days after completion of service in the uniformed services
<i>Lasted for 180 days or more</i>	Within 90 days after completion of the period of service in the uniformed services
<i>Ends while you are hospitalized or convalescing from an injury or illness incurred in the uniformed service</i>	After you have recovered, but not more than two years after completion of the period of service in the uniformed service

Your Employer must notify the Administrative Manager of your reemployment within 30 days of the date that you were reemployed. The Board of Trustees will request you to provide written documentation regarding your service in the uniformed services.

If you have satisfied the requirements for protecting your rights as a veteran, have provided the Administrative Manager with the documentation it requests to verify your military service, and you return to work in Covered Employment, you will receive credit for eligibility and benefits under the Plan, although benefit service will be limited to a maximum of five (5) years.

If you reenter Covered Employment on or after December 12, 1994, you will be credited with Hours of Service up to 32 hours per week for each week that you were engaged in Service in the Uniformed Services. This weekly or annual credit calculation will only be applicable if you fail to earn on (1) full Pension Credit based on actual work in a Plan Year. No more than 1,550 Hours of work will be credited on this basis in any one Plan Year.



For purposes of federal law, your military service may be with the Armed Forces of the United States, the Army National Guard or the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the Commissioned Corps of the Public Health Service and any other category designated by the President in time of war or emergency.

"Service" means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard Duty, and a period for which you are absent from employment for a physical examination to determine your ability to perform service in the uniformed services.

Effective May 1, 2007 any Participant who dies during a period of qualifying military service shall be credited with Hours of Service as if he returned to work with an Employer the day prior to his death. The manner of calculating the Hours of Service credited to a Participant under this Section shall be solely at the discretion of the Trustees.

## **APPEALS PROCESS:**

### **1. When will I be notified about the status of my application for benefits?**

The Board of Trustees will notify you whether your application has been approved or denied by the Board of Trustees within 90 days after receipt of your completed application unless special circumstance exists. If you are applying for Disability Benefits, the Trustees must notify you within 45 days of submitting your application. In the event further time is required to make a decision, you will receive a written explanation of why more time is necessary.

### **2. What information will I receive if my claim for benefits is denied?**

If your claim is denied, either totally or partially, you will be notified in writing. You will be told the specific reasons for the denial, as well as those portions of the Plan and/or rules and regulations which you did not meet. You will also be provided with detailed information regarding the Plan's appeals process.

### **3. How do I appeal an adverse decision?**

If you do not agree with a claim denial, whether in whole or part, or how it was handled, or you did not receive a decision within the applicable time period, you may request that a review be made of your claim.

To appeal the denial of a Plan benefit, you must file a written notice with the Board of Trustees within 60 days of the date the denial of your claim was mailed (180 days for a Disability claim). If you do choose to appeal the denial of your claim for benefits, you may submit written comments, documents, records, and other information relating to your claim to the Board of Trustees for their review in your appeal. The Board of Trustees will provide to you free

of charge all documents, records, and other information relevant to your claim for benefits.

The Trustees shall rely upon the records of the Plan in determining eligibility for benefits. In the event of a discrepancy between the records maintained by the Plan and those produced by a Participant, an Employee or a Retiree, the Trustees shall rely upon the Plan records unless shown to their satisfaction that the additional records are valid and should be relied upon. The burden of authenticating documents which differ from the records established and maintained by the Plan shall be upon the Participant.

You can legally authorize someone else to file your request for review and otherwise act for you. You and/or your representative can review materials in the Plan's files that are related to your claim. You and/or your representative can submit written comments and other material to support your request for review.

You can also make a written request for a personal appearance at a hearing before the Board of Trustees or have your legal representative appear for you. If you or your legal representative makes a personal appearance, it must be done at your own expense. In the case of a Disability determination based in whole or in part on a medical judgment, a health care professional who has appropriate training and expertise in the field of medicine, and who was not consulted in connection with the initial application will be consulted. Any medical or vocational expert(s) whose advice was obtained in connection with the adverse determination will be identified.

The Board of Trustees will advise you of its decision in writing as soon as possible, but not later than 120 days after receipt of your request for a review. The decision of the Board of Trustees will state the specific reason or reasons for the determination and refer to the specific Plan provisions on which the benefit determination is based. Any denial will be accompanied by (i) 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 the claimant's claim for benefits; (ii) a statement apprising you that "You or your plan may have other voluntary dispute resolution options, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office and your state insurance regulatory agency."; and (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA. The Trustees shall have full authority to interpret the provisions of this Plan and it is within the sole and absolute discretion of the Trustees to determine if you are entitled to receive a benefit and the amount of the benefit. The decision will be final and binding.

#### **4. What rights do I have following my appeal?**

If you have exhausted your claim review and appeals rights under the procedures set forth in this section, you may pursue any other legal remedies available, which may include bringing a civil action under ERISA Section

502(a) for judicial review of the adverse determination regarding your claim in order to recover benefits due to you under the Plan's terms, to enforce your rights under the Plan's terms, or to clarify your rights to future benefits under the Plan. However, **there is a three year limitation period for appeals.** This means that if you do not bring legal action within three years from the date that the Board provided you with written notice of a decision on an appeal of an adverse benefit determination, you shall forever be barred from such action. You may obtain additional information about your right to pursue other legal remedies from the local office of the United States Department of Labor.

If you have any questions about claims and/or appeals procedures, contact the Administrative Manager and they will assist you.

## **IMPORTANT INFORMATION FOR MARRIED PARTICIPANTS:**

### **1. Definition of Spouse**

For purposes of the Plan, the term "spouse" will be read to refer to any individuals who are lawfully married under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages.

### **2. Effect of divorce or dissolution on Beneficiary Designation.**

Immediately upon your divorce or dissolution of your marriage, any Beneficiary Designation you have made under the Plan will be null and void. **You must complete a new Beneficiary Designation Form and return it to the Administrative Manager.**

## **MISCELLANEOUS:**

### **1. Who administers the Plan?**

The Plan is administered by a Board of Trustees consisting of eight Trustees. Four of these Trustees are designated by Contributing Employers (Employer Trustees), and four are designated by the Union (Union Trustees).

### **2. Who contributes to the Plan?**

Various Contributing Employers make contributions to the Plan based on the number of hours you work and the hourly contribution rate established in the Collective Bargaining Agreement or Participation Agreement. Only Employers are permitted to contribute to the Plan. Employees are not required, nor in fact permitted, to make contributions to the Fund.

**3. How are the funds to provide pension benefits accumulated?**

All of the contributions made to the Plan are held, invested, and distributed by the Board of Trustees in accordance with the provisions of the Plan Document and Trust Agreement. Plan assets are used for the exclusive benefit of participating employees, their beneficiaries, and for defraying the proper expenses of administering the Plan.

**4. Are there legal documents covering the Plan?**

Yes. This is only a summary of the more important features of the Plan. The legal documents containing all the details are on file with the Administrative Manager and consist of the Plan Document and the Trust Agreement, as well as all amendments and modifications as time to time may be made. The administration of the Plan and Trust are governed in all respects by these legal documents and not this Plan Summary.

**5. Can the Plan be amended?**

Yes. The Trustees reserve the right to amend the terms of the Plan at any time. Pension plans entering endangered or critical status under the Pension Protection Act may result in changes to future benefit accruals and reduction of future benefits. Participants will be notified if the Plan enters either status.

**6. Can the Plan be terminated?**

Although it is not the intention of the Union or the participating Employers to terminate the Plan, the Board of Trustees and the sponsoring parties (the Union and Employers) have the right to terminate the Plan. This decision would be made through collective bargaining. Upon termination of the Plan, all contributions made to the Plan on your behalf would immediately cease. In addition, if the Plan were to terminate while you were actively employed, your accrued benefit as of the termination date would become fully vested to the extent funded. If the Plan were to terminate within ten years after a benefit increase, the amount of your benefit could be restricted according to Internal Revenue Service regulations.

The Trust Fund's assets would be used to provide accrued benefits to retirees, beneficiaries and Active Participants, up to the total amount of assets in the Trust Fund. All distributions would be made in accordance with ERISA. If, after all obligations of the Plan had been satisfied, there would be assets remaining in the Trust Fund, those assets would be distributed to all Participants, retirees and beneficiaries on a pro rata basis.

## 7. Are my benefits under the Plan insured?

Your pension benefits under the Plan are insured by a federal insurance agency, the Pension Benefit Guaranty Corporation (PBGC). It must be noted that your Plan is a multiemployer plan. This type of 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 guaranteed by the PBGC is set by law. Currently, under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum guarantee for a retiree with 30 years of service would be \$12,870.00 per year.

The PBGC guarantee generally **does** cover:

- Normal and Early Retirement benefits;
- Disability Benefits if you become disabled before the plan becomes insolvent; and
- certain benefits for your survivors.

The PBGC guarantee generally **does not** cover:

- benefits greater than the maximum guaranteed amount set by law;
- benefit increases and new benefits based on plan provisions that have been in place for less than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent;
- benefits that are not vested because you have not worked long enough;
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- 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 Processing and Technical Assistance Branch, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (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>.