

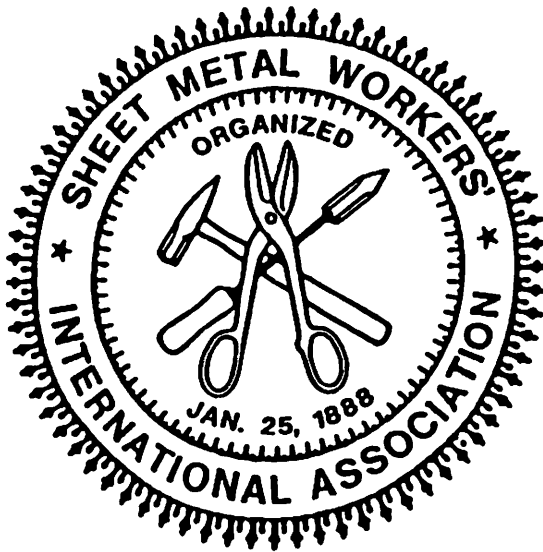
# SHEET METAL WORKERS YOUNGSTOWN DISTRICT PENSION FUND

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## SUMMARY PLAN DESCRIPTION

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January 1, 2000



**SHEET METAL WORKERS YOUNGSTOWN DISTRICT PENSION FUND**

(330) 726-9868

(800) 589-8041

**Mailing Address**

P. O. Box 230  
Niles, Ohio 44446

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**Consultants & Actuaries**

THE SEGAL COMPANY

**Fund Auditor**

BURNS, O'HARE & BELLA, INC.

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**SPECIAL NOTICE**

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It is extremely important that you inform the Fund Office if you change your address. The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the **ONLY** way the Trustees can keep in touch with you regarding plan changes and other developments affecting your interests under the Plan. This is your obligation, and failure to fulfill this obligation could jeopardize your benefits.

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It is also important that the beneficiary designation on file with the Fund Office is current. Be sure to notify the Fund Office if you wish to change your beneficiary.

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**Sheet Metal Workers Youngstown District Pension Fund**

1123 N. Canfield – Niles Road

Niles, Ohio 44446

(330) 652-9821

To All Participants:

We are pleased to present you with this new booklet describing the current provisions of our Pension Plan. The booklet includes changes in the Pension Plan required by recent changes to federal law, as well as benefit increases and plan changes through January 2000.

We urge you to read this booklet carefully as it summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures to follow when applying for a benefit. Also included is a list of definitions of the terms used in this booklet to explain your pension benefits, and important information on your rights as a participant or beneficiary.

We suggest that you share this booklet with your family, since they may have an interest in the Plan. You should also keep this booklet for future reference and let members of your family know where the booklet is kept.

Be sure to check over the items in the box on the following page. They are important to help you protect your rights.

Sincerely,

**BOARD OF TRUSTEES**

## IMPORTANT INFORMATION

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office for another.
- If you believe that you are eligible for a pension under the Pension Plan and wish to retire, it is important that you file a written application for your pension with the Fund Office as soon as possible. Benefits are not payable until your application has been filed, unless you are entitled to receive a mandatory distribution on April 1st following the calendar year in which you turn age 70-1/2.
- If you have completed 5 Years of Service, you are automatically covered by a Husband and Wife Pension as a form of death benefit protection for your spouse in the event of your death before you retire. Upon retirement, you may reject the Husband-and-Wife Pension, but you must have your spouse's written and notarized consent.
- If you are leaving employment covered by the Plan after completing five or more years of Service, remember that you may be entitled to a Deferred Pension payable when you have reached an age where you are eligible for a retirement benefit. To protect your benefit rights, call or write the Fund Office when you leave covered employment. Arrangements will be made to furnish you with a statement of your benefit rights. The Fund will also file notice with the government so that the Social Security Administration can remind you at a future time of your deferred pension rights.
- If you leave employment covered by the Pension Plan to go into military service, you may be entitled to credit for that time, provided that you return to your job promptly after your discharge. Also, be sure to notify the Fund Office promptly when you return.
- In the event the Board of Trustees determines that an incorrect payment has been made, it reserves the right to take whatever action it deems necessary to ensure recovery of the incorrect amount, including, but not limited to, withholding all or a portion of future benefit payments until the incorrect amount has been reached.
- **It is extremely important that you inform the Fund Office if you change your address. The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the ONLY way the Trustees can keep in touch with you regarding plan changes and other developments affecting your interests under the Plan. This is your obligation, and failure to fulfill this obligation could jeopardize your benefits.**
- **It is also important that the beneficiary designation on file with the Fund Office is current. Be sure to notify the Fund Office if you wish to change your beneficiary.**

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## INTRODUCTION

The Pension Fund was established as the result of collective bargaining agreements between the employers and the Union. It is financed by employer contributions. Employees do not and may not contribute to the Plan.

The Pension Fund is administered by a Board of Trustees made up of representatives of the Union and representatives of the employers. They serve without compensation. The Pension Fund is a separate trust fund that pays the benefits provided under the Plan. The Plan has been qualified by the Internal Revenue Service, as amended, to comply with the Employee Retirement Income Security Act of 1974 (ERISA) and subsequent legislation.

Only the full Board of Trustees is authorized to interpret the Plan of benefits described in this booklet. No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret this Plan, nor can any such person act on behalf of the Trustees. If you wish any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees either by the Trustees, or, as authorized by the Trustees in writing, signed by the Fund Manager. The Trustees reserve the right to amend, modify, discontinue and/or terminate all or any part of the Plan when conditions so warrant.

This booklet is a general explanation of the Pension Plan document only and does not cover all of the details of the Plan. In the event of any conflict between this booklet and the Pension Plan document, the Plan document will be used to decide the conflict.

## PENSION PLAN TERMS

The following definitions of terms used in connection with administration of the Pension Plan may be helpful as you read the explanation of benefits provided in this booklet.

### Beneficiary

A person other than a Pensioner who is receiving benefits from the Fund because he or she has been designated to receive benefits by a participant.

### Contributing Employer

An employer who is bound by a Collective Bargaining Agreement with the Union requiring that contributions be made to the Pension Fund.

### Contribution Period

The time after October 31, 1964 during which contributions are made to the Pension Fund by an Employer on behalf of an Employee for work in Covered Employment.

### Covered Employment

Employment during the Contribution Period for which contributions are required to be made to the Pension Fund under the terms of a Collective Bargaining Agreement. Also, employment prior to the beginning of the Contribution Period (November 1, 1964) which would have resulted in contributions to the Fund if it had been performed during the Contribution Period.

### Employee

A person performing work for an Employer which 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 which is a Contributing Employer.

Normal Retirement Age

Normal Retirement Age means age 65 or, if later, the age of the Participant on the fifth anniversary of his participation in the Fund.

Pension Credit

Credit for work in Covered Employment which is used to determine a Participant's eligibility for a pension and the amount of the pension. See the section on "Earning Credit For a Pension" for an explanation of the requirements for earning pension credit.

Pensioner

A person who has retired and to whom a pension is being paid by this Fund.

Plan Year

The 12-month period from January 1 through December 31. This is the Plan's fiscal year for accounting and government reporting purposes.

Retirement

The period after you qualify for a pension under the Plan and start to receive monthly pension payments. To be considered retired, certain types of employment are prohibited. This is explained further in the section titled, "Work After Retirement."

Union

Local Union No. 33, Youngstown District, of the Sheet Metal Workers' International Association.

Vesting Credit

Credit earned through Covered Employment which determines a participant's right to receive a pension from the Fund, and which is used to determine if a Participant has a non-forfeitable right to a benefit. The requirements for earning Vesting Credit are explained in the section on Earning Credit for a Pension.

## **PARTICIPATION**

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. You become a Participant on the earliest January 1 or July 1 following a period of twelve consecutive months during which you completed at least 775 hours of work in Covered Employment. Covered Employment is employment for which contributions must be made to the Pension Fund on your behalf under the terms of a Collective Bargaining Agreement. Once you become a participant, you will also receive credit for the work you performed in Covered Employment before you became a Participant.

**For example**, if you began working in Covered Employment in July, 1998 and worked at least 775 hours by June 30, 1999, you would become a Participant in the plan on July 1, 1999, and you would receive a pension credit and vesting service credit for your work in Covered Employment prior to July 1, 1999.

### Termination of Participation

You will no longer be a Participant after the last day of any calendar year in which you fail to complete at least 155 hours of work in Covered Employment. This is called a Break in Service, and is further described in the section titled, "Loss of Pension Credit Through a Break-in-Service." However, your participation is not terminated if you have already acquired the right to receive a pension, either immediately or at a later date.

### Reemployed Participants

If you lose your status as a Participant and then return to work in Covered Employment, you will again become a Participant after completing 775 hours of work in Covered Employment within a calendar year. Your reinstatement will be retroactive to the date you returned to work in Covered Employment. If you have not had a Permanent Break-in-Service as described in the section titled "Loss of Pension Credit through a Break-in-Service," pension credits and vesting service you earned previously will also be restored.

## **EARNING CREDIT FOR A PENSION**

### **Pension Credits**

You can accumulate Pension Credit two ways:

1. Credit for covered employment **during** the Contribution Period; and
2. Credit for covered employment **before** 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.

### Pension Credits DURING the Contribution Period

Pension Credit is earned **during** the Contribution Period based on the number of hours you worked in Covered Employment, that is, employment for which contributions must be made to the Pension Fund on your behalf under the terms of a Collective Bargaining Agreement. You will earn 1/10<sup>th</sup> Pension Credit for each 155 hours of work in Covered Employment. Under this formula, you can earn more than one Pension Credit in a year if you work more than 1,550 hours in Covered Employment in that year at the rate of 1/10<sup>th</sup> Pension Credit for each 155 hours in excess of 1,550.

The Fund computes the amount of Pension Credit you have earned by dividing the total number of hours worked during each accrual period by 1,550. A new accrual period begins each time the benefit amount per pension credit changes.

**For example**, effective May 1, 1980, the accrual rate increased from \$19.00 per Pension Credit to \$54.00 per Pension Credit, and was later increased to \$73.00 and \$79.00 for Pension Credit earned on and after January 1, 1990 and June 1, 1994 for Participants other than B Workers and Residential sheet metal workers.

Therefore, the time between May 1, 1980 and January 1, 1990 is an accrual period, and all pension credit earned during that period is multiplied by \$54.00 when your benefit is calculated.

**For Example:** If you worked 16,275 hours in Covered Employment during the approximately ten years between May 1, 1980 and January 1, 1990, you earned 10.5 pension credits ( $16,275 \div 1,550$ ), resulting in a benefit of \$567.00 per month for that accrual period. ( $10.5 \times \$54.00$ ).

The accrual rates are listed in the section titled "Regular Pension - Amount" of this booklet.

### *Pension Credits BEFORE the Contribution Period*

Pension Credit is earned **before** the Contribution Period for work you performed during that time which would now be considered Covered Employment under a Collective Bargaining Agreement. You will be credited with one full Pension Credit for each Calendar Year in which you were employed in work which would now be covered under a Collective Bargaining Agreement. For each portion of a year in which you worked in this type of employment, you will be credited with 1/10<sup>th</sup> Pension Credit for each 1/10<sup>th</sup> Calendar Year in which you were so employed.

**HOWEVER, NO MORE THAN 10 PENSION CREDITS WILL BE GRANTED FOR WORK BEFORE THE CONTRIBUTION PERIOD (PRIOR TO NOVEMBER 1, 1964).**

It is recognized that in many cases it may be difficult, because of changing employment, to establish exactly the amount of Pension Credit earned for employment before the Contribution Period. In determining the amount of Pension Credit earned before the Contribution Period, the Board of Trustees will consider all relevant and material evidence, including evidence of Union membership or employment by the Union, W-2 forms or pay stubs, and statements from the Social Security Administration regarding employment during those periods.

### **Vesting Service**

Vesting Service is a special test used to determine eligibility for a Deferred Pension.

You receive credit for one (1) Year Vesting Service for each Calendar Year during the Contribution Period in which you worked in Covered Employment for 775 hours or more. Covered Employment is work for an employer participating in this Plan for which contributions are required to be made to the Fund on your behalf. For each 155 hours of work 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, if you work for a Contributing Employer in work not covered by this Plan and that non-covered employment is continuous and contiguous with employment with that same employer in Covered Employment, your hours of work in that non-covered employment during the Contribution Period after December 31, 1975 will be counted towards a Year of Vesting Service. This is referred to as "Recognized Non-covered Employment."

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

### **Loss of Pension Credit Through a Break in Service**

Pension Credits and Years of Vesting Service you have earned can be lost or cancelled if you incur a Break in Service before you have earned at least 5 Years of Vesting Service. A Break in Service is determined as follows:

1. **General** - If you have a One-Year Break-in-Service before earning at least 5 Years of Vesting Service, Years of Vesting Service and Pension Credits which you had earned are canceled. However, a Break may be temporary and may be repaired by a sufficient amount of subsequent service. A longer Break may have a permanent effect.
2. **Temporary Break - One-Year Break-in-Service** - You have a One-Year Break-in-Service if in any Calendar Year you fail to complete at least 155 hours of work in Covered Employment. The effect of this Break is eliminated, if, before incurring a Permanent Break-in-Service, you subsequently earn a Year of Vesting Service (775 hours of work in Covered Employment). In such a case, the credit that was cancelled by the One-Year Break-in-Service is then restored to you.
3. **Permanent Break-in-Service AFTER December 31, 1975** - You have a Permanent Break-in-Service if you have consecutive One-Year Breaks-in-Service, including at least one after December 31, 1975, that equal or exceed the number of Years of Vesting Service with which you had been credited. However, you will not incur a Permanent Break-in-Service after December 31, 1985 until your consecutive One-Year Breaks-in-Service equal at least five.
4. **Permanent Break-in-Service BEFORE January 1, 1976** - You have a Permanent Break-in-Service, if, for three consecutive Calendar Years, contributions were not made to the Fund on your behalf of at least 750 hours in any one Calendar Year. Those employees who had a Permanent Break before January 1, 1976 will be given credit under the Plan only from the time they returned to work after that Break-in-Service.

Once you have accumulated at least 5 years of Vesting Service, your credit cannot be cancelled. However, this preserving of credit does not apply to credit cancelled by a Pre-1976 Permanent Break-in-service.

The following example will explain how the Break-in-Service rules can affect your Pension. If you earned 4 Pension Credit and then had a 5-Year Break-in-Service (5 consecutive years in which you did not work 155 hours in Covered Employment), and then you returned to work under the Fund and earned 6 Pension Credits, you would have 6 Pension Credits, **NOT** 10 Pension Credits. The first 4 Credits were permanently cancelled because you had a Permanent Break-in-Service (5 consecutive one-year breaks-in- service).

#### **Exceptions to the Break-in-Service Rules**

You will be granted a Grace Period if you are not working in Covered Employment for certain reasons, such as a disability, military service, parental absence, or if you are working in certain other types of employment. A Grace Period is a period of time which will not be used in determining whether a permanent Break-in-Service has occurred. The granting of Grace Periods is not intended to add to your Pension Credits, but merely to define the circumstances that will be disregarded in determining whether a Break-in-Service has occurred.

### Qualified Military Service

If you leave Covered Employment with a Contributing Employer to join the military services, you may be eligible to receive Pension Credit for the time you were in the military service. You will be eligible for this Pension Credit if you are in the military service for less than five (5) years and if you return to Covered Employment with a Contributing Employer within a specified time period after being honorably discharged from your military service. The time period that you are serving in the military will not count as a Break in Service and you will not be required to requalify as a Participant once you return to Covered Employment under the Plan. The Board of Trustees has adopted guidelines and procedures for obtaining credit based upon qualified military service. You can obtain a copy of these procedures and notice requirements, by contacting the Fund Office.

### **TYPES OF PENSION BENEFITS**

The Plan provides four different types of pensions:

1. Regular Pension
2. Early Retirement Pension
3. Deferred Pension
4. Disability Pension

**Please note** that if you are married, any of the pensions described in this booklet, except the Disability Pension, will be paid to you in the form of a Husband and Wife Pension, unless both you and your spouse properly reject this form of payment before your pension begins. The Husband and Wife Pension is described in detail in the following Section Entitled "Pension Payment Options".

When you have met the eligibility requirements for any of the pensions, you will begin receiving your monthly benefit effective the first of the month following the date the Trustees receive your application completed in the proper form. However, should you return to work after retiring, payment of your pension benefits may be suspended. Please refer to the Suspension of Pension Benefits rules for further information.

### **Regular Pension**

#### Eligibility

To be eligible to retire on a Regular Pension, you must have earned at least five (5) Pension Credits and meet an age requirement which is determined by the employer contribution rate paid to the Fund on your behalf, according to the collective bargaining agreement under which you worked. Effective for Active Participants on or after June 1, 1999, sheet metal workers other than fabrication workers (B Workers) and residential workers must be age 58 or older to be eligible to retire on a Regular Pension. B Workers and residential workers must be age 62. For sheet metal workers other than B Workers and Residential Workers who are entitled to a vested pension but were not considered Active on or after June 1, 1999, they must be at least age 60.

All participants must have earned at least five (5) years of Pension Credits to be eligible to retire on a Regular Pension. You will earn one-tenth Pension Credit for each 155 hours of work in Covered Employment, so you must work 1,550 hours to earn one full Pension Credit. Earning Pension Credits is explained more fully in the section on "Earning Credit For A Pension."

Amount

The monthly amount of your Normal Retirement 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.

The monthly amount of the Regular Pension for Active sheet metal workers other than fabrication workers (B Workers) and residential workers, **retiring on or after June 1, 1994 but before January 1, 1996** is computed as follows:

<u>Credits Earned During:</u>	<u>Amount Per Pension Credit</u>
Years prior to November 1964 Credits)	\$2.00 per Credit (Up to a maximum of 10
November 1, 1964 to April 30, 1970	\$7.00 per Credit
May 1, 1970 to October 31, 1974	\$10.00 per Credit
November 1, 1974 to April 30, 1980	\$13.00 per Credit
May 1, 1980 to December 31, 1989	\$52.00 per Credit
January 1, 1990 to May 31, 1994	\$71.00 per Credit
June 1, 1994 and thereafter	\$74.00 per Credit

Retiring on or after January 1, 1996 but before January 1, 1999

Years prior to November 1964	\$2.00 per Credit
November 1, 1964 to April 30, 1970	\$10.00 per Credit
May 1, 1970 to October 31, 1974	\$13.00 per Credit
November 1, 1974 to April 30, 1980	\$17.00 per Credit
May 1, 1980 to December 31, 1989	\$52.00 per Credit
January 1, 1990 to May 31, 1994	\$71.00 per Credit
June 1, 1994 and thereafter	\$77.00 per Credit

The monthly amount of the Regular Pension for Active sheet metal workers other than fabrication workers (B Workers) and residential workers, **retiring on or after January 1, 1997** is computed as follows:

<u>Credits Earned During:</u>	<u>Amount Per Pension Credit</u>
Years prior to November 1964 Credits)	\$4.00 per Credit (Up to a maximum of 10
November 1, 1964 to April 30, 1970	\$12.00 per Credit
May 1, 1970 to October 31, 1974	\$15.00 per Credit
November 1, 1974 to April 30, 1980	\$19.00 per Credit
May 1, 1980 to December 31, 1989	\$54.00 per Credit
January 1, 1990 to May 31, 1994	\$73.00 per Credit
June 1, 1994 and thereafter	\$79.00 per Credit

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

**For example**, if you retired on January 1, 1998 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:

<u>Credits Earned During:</u>	<u>Credits Earned</u>	<u>Pension Amount</u>
January 1, 1958 to October 31, 1964	6.8	\$ 27.20
November 1, 1964 to April 30, 1970	5.5	66.00
May 1, 1970 to October 31, 1974	4.5	67.50
November 1, 1974 to April 30, 1980	5.5	104.50
May 1, 1980 to December 31, 1989	9.6	518.40
January 1, 1990 to May 31, 1994	4.4	321.20
June 1, 1994 and Thereafter	3.5	<u>276.50</u>
		\$1,381.30
Increase for 36 months worked past age 60: (.4% x 36 = 14.4%)	14.4% x 1,381.30=	<u>198.91</u>
Total Monthly Pension		<u>\$1,580.21</u>

### B Workers and Residential Workers

If you are working as a fabrication worker (B Worker) or a residential worker, the amount of the employer contributions on your behalf are different than the employer contributions received for other participants in the Plan. Therefore, the monthly amount of the Regular Pension for fabrication workers (B Workers) or a residential worker, **retiring on or after January 1, 1997** is computed as follows:

<u>Credits Earned During:</u>	<u>Amount Per Pension Credit</u>
Years prior to November 1964	\$2.50 per Credit (Up to a maximum of 10 Credits)
November 1, 1964 to April 30, 1970	\$10.50 per Credit
May 1, 1970 to October 31, 1974	\$13.50 per Credit
November 1, 1974 to April 30, 1983	\$17.50 per Credit
May 1, 1983 to December 31, 1989	\$26.50 per Credit
January 1, 1990 to May 31, 1994	\$31.00 per Credit
June 1, 1994 and thereafter	\$35.00 per Credit

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

### Apprentices

Prior to June 1, 1990, benefits for Pension Credit earned while working as an apprentice were computed at the same level as the benefit for other sheet metal workers. However, since June 1, 1990, contributions to the Pension Plan on behalf of apprentices have been the same as those for B Workers. As a result, pension credits earned while working as an apprentice after June 1, 1994 will be computed at \$35.00 per pension credit.

### Pensions from the Sheet Metal Workers National Pension Fund

In addition to your pension from this Fund, participants other than residential workers may be eligible for a pension from the Sheet Metal Workers National Pension Fund based on employer contributions made to that fund on your behalf. Information regarding pensions from the National Fund can be obtained from the Fund Office.

### Retirement Delayed Past Normal Retirement Age

If you are older than Normal Retirement Age when you apply for retirement benefits, your monthly benefit payment may be actuarially adjusted for months that you worked in employment or self-employment in the industry in the geographical jurisdiction of the Union between your normal retirement and your annuity starting date or pension effective date.

## Early Retirement Pension

### Eligibility

You are eligible to retire on an Early Retirement Pension if you are at least age 55 and have earned at least five (5) years of Vesting Service.

### Amount

The amount of the Early Retirement Pension depends upon the age at which you retire and the collective bargaining agreement under which you work. For sheet metal workers other than fabrication workers (B Workers) and residential workers, the Regular Pension amount is calculated as if you were age 58, and then reduced by .4% for each month that you are younger than age 58 when the Early Retirement Pension begins. For example suppose you are age 56 and your Regular Pension at age 58 is \$850, your monthly benefit will be computed as follows:

Regular Monthly Pension:	\$850.00
Reduction for 24 months younger than age 58: (.4% x 24 = 9.6%) 9.6% x \$850.00	\$ 81.60
Pension at age 56	\$768.40

In the above example, the Early Retirement Pension amount would be \$768.40 a month, or 9.6% less than the Regular Pension amount.

For B Workers and residential workers, the Regular Pension amount is calculated as if you were age 62, and then reduced by .4% for each month that you are younger than age 62 when the Early Retirement begins.

## Deferred Pension

### Eligibility

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 Pension Credits or Years of Vesting Service; otherwise, payment will be deferred until your Normal Retirement Age.

Eligibility for a Deferred Pension is based on Years of Vesting Service, which is calculated differently than Pension Credits, as explained in the section of this booklet titled "Earning Credit For A Pension."

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

<u>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%

If you last worked in covered employment on or **AFTER January 1, 1997**, you become entitled to a Deferred Pension if you have credit for at least five (5) Years of Vesting Service, regardless of your age when you cease to be employed in work covered by the plan.

### Amount

As a Deferred Vested Participant under this Plan, your pension benefit amount is calculated based upon 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 June 1, 1999, you will be eligible to commence your Regular Pension benefit after you attain age 58. 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.

For B Workers and Residential Workers retiring with Pension Credits or Vesting Service earned on or after January 1, 1997, your benefits will be calculated in the same manner as the Regular or Early Pension Benefits as provided above.

For Deferred Participants who have not earned any Pension Credits or Vesting Service since January 1, 1997, your benefits will be determined based upon the rules and pension schedules contained in the booklet in effect at that time. Please contact the Fund Office if you have any questions over the amount of your Deferred Pension.

## **Disability Pension**

### Eligibility

You become eligible for a Disability Pension if:

1. You have at least 5 years of Vesting Service which were earned while an employer was contributing to the Plan on your behalf; prior to becoming permanently and totally disabled;
2. You are permanently and totally disabled as that term is defined in the Section titled Definition of Permanent and Total Disability;
3. You worked in Covered Employment (work for which contributions are payable to the Fund) for at least 155 hours within the 24 months before you become permanently and totally disabled.

A Disability Pension will be payable as of 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.

### Amount

The monthly amount of the Disability Pension is the same as the amount of the Regular Pension accrued as of the date you are determined to be permanently and totally disabled.

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 with 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. See the section on Recovery from Disability for further details.

Definition of Permanent and Total 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. Proof of continued disability will not be required after Normal Retirement Age.

Work by a Disability Pensioner

You may hold another job while receiving a Disability Pension, as long as you do not earn more than \$500 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 \$500 a month, your pension will be suspended for the months in which you had earnings, and for up to six additional months.

Recovery From Disability

If you recover while on a Disability Pension and wish to continue receiving a pension, you may be entitled to an Early Retirement Pension if you meet the eligibility requirements. If you meet the age requirement, (see the Section on Regular Pension Eligibility), you may be eligible for a Regular Pension, which will be the same amount as your Disability Pension. 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.

**PENSION PAYMENT OPTIONS**

There are various forms in which your pension can be paid:

1. Husband and Wife Pension
2. Single Life Annuity
3. Social security Level Income Option

**Husband and Wife Pension**

If you are married when you retire, your pension benefit is automatically payable in the form of a Husband and Wife Pension, unless you reject this form of payment in writing with your spouse's written and notarized consent.

Under a Husband and Wife Pension, a lifetime benefit is provided for your spouse as well as for yourself. The amount of the monthly benefit payable to you is *reduced* during your lifetime from what it would be if the pension were taken in the regular form. 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.

The amount of the reduction in your benefit depends on your age and your spouse's age. Since the reduction will vary from one case to another, the Fund Office will furnish to you the actual figures applicable to the facts of your case.

In any event, when you apply for a pension, you and your spouse will be given the full facts and an opportunity to reject the Husband and Wife Pension. You will have a period of not less than thirty (30) days and not more than ninety (90) days to decide whether you want a Husband and Wife Pension. In the event that your spouse consents in writing, this thirty (30) day notice period can be waived, however, the benefit cannot start until seven (7) days after the explanation of benefits is provided to you and your spouse.

**For example**, the regular pension benefit calculated in the example on page 8 is \$1,580.21. If the retiree in this example is married and his wife is three years younger than he is, the benefit is \$1,580.21 multiplied by 87.8% (which is the Joint and Survivor Spouse reduction based upon the age of the participant and spouse). If the retiree and wife do not properly reject the Husband and Wife Pension, he will receive \$1,387.42 per month for the rest of his life and when he dies, his wife will receive \$693.71 per month for the rest of her life.

If the Husband and Wife 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 Husband-and-Wife option is canceled if your spouse dies or if you are divorced before the pension begins; the pension is then paid to you in the unadjusted amount, unless a Qualified Domestic Relations Order provides otherwise (see the section on Assignment of Benefits and Qualified Domestic Relations Orders for more details).

If the actuarial present value of the Husband-and-Wife Pension is less than \$5,000 the benefit will be paid to you in a lump sum.

### **Single Life Annuity**

If you are not married, or if the Husband and Wife 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 36 guaranteed payments. Under this form of payment, the amount of your pension is not reduced, and is paid to you for the remainder of your life. If you die before receiving 36 monthly payments, the beneficiary you designate will continue to receive the monthly payments, until a total of 36 monthly payments have been made, including both payments made to you and to your beneficiary. If your beneficiary has also died, or if you did not name a beneficiary, the remainder of the 36 payments will be made to your estate. Effective for all payments commenced on or after January 1, 1999, the guaranteed payments will increase to 60 monthly payments.

### **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 the monthly benefit you receive from the Fund in the years before your Social Security Benefits begin, and then decreasing your benefit from the Fund once you begin to receive your Social Security Benefits at age 62 or 65. In this way, between benefits paid by the Fund and by Social Security, you would receive a level amount of retirement income for life.

This option can be elected in combination with the 50% Husband-and-Wife Pension. However, the option cannot be elected if the amount of the pension benefit would be less than \$25 per month.

The 36 or 60 payment guarantee depending upon the date you commenced your payments, is still provided as part of this option. If you elect the 50% Husband-and-Wife Pension, your spouse will receive a lifetime monthly benefit equal to 50% of your Retirement Pension, based on your age at the time you retired, and adjusted for the 50% Husband-and-Wife Pension. If you die before receiving the guaranteed payments, your spouse will receive a monthly payment equal to 100% of your Retirement Pension adjusted for the 50% Husband-and-Wife Pension, until a total of guaranteed payments have been made.

If your Social Security Level Income Option benefit is not paid in the form of a 50% Husband-and-Wife Pension and you die before the guaranteed payments have been made, your beneficiary will receive the remaining guaranteed payments until a total guaranteed payments have been made. The monthly amount of the beneficiary's payment will be determined by multiplying your Retirement Pension before the Social Security Option was elected by 36, subtracting the total amount of the payments you received prior to your death, and dividing the balance by the number of guaranteed monthly payments due.

Election of the Level Income Option must be made in writing; the Fund Office will supply you with an election form which must be completed and submitted to the Fund Office before the first month for which benefits are payable. In order to have the amount of your benefit under this option calculated, you must provide the Fund Office with a Benefit Estimate Statement from the Social Security Administration, which states the estimated amount of your Social Security Benefits.

Once elected, the Level Income Option cannot be revoked, except that if a Participant who is receiving benefits under this option returns to work in Disqualifying Employment, his 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 under the Level Income Option on the basis of actuarial principles and approved by the Trustees.

## **BENEFITS TO SURVIVORS**

### **Death Benefits AFTER Retirement**

The Plan includes provisions for survivor benefits when a participant dies after his or her pension payments start.

#### **The Husband-and-Wife Pension**

If you were already receiving benefits in the form of the Husband and Wife Pension at the time of your death, your surviving spouse will begin receiving benefits as of the first month following your death. Under a Husband-and-Wife Pension, a lifetime benefit is provided for your or spouse as well as for yourself. The amount of the monthly benefit payable to you is reduced during your lifetime from what it would be if the pension were paid as a single life annuity. In

exchange, upon your death, 50% of the benefit amount you were receiving will be paid to your surviving spouse for life. The amount of the benefit to your spouse varies depending upon your pension credits, vesting credits and the age of you and your spouse. This amount will be provided to you and your spouse when you apply for your pension benefit.

### **Death Benefit Before Retirement**

The Plan includes provisions for survivor benefits when a participant dies before his or her pension payments start, if he or she had earned a vested right to a pension.

#### **Married Vested Participants**

If you are married and have been married for at least one year, and you die before your pension payments start but at a time when you have earned a vested right to a pension, 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 begin receiving payment of any pension 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 on a Husband-and-Wife Pension the day before your death. That is, your Pension would be reduced as if would be for a Husband-and-Wife Pension, and reduced for Early Retirement if you would have been younger than Normal Retirement Age at the time payments begin. Your spouse will then receive 50% of that 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 begin receiving 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 Husband-and-Wife 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.

If the Pre-Retirement Surviving Spouse Pension will not be payable for at least a 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. However the pension cannot be paid in this form if the reduced amount is less than \$25. In addition, if the actuarial present value of the Pre-Retirement Surviving Spouse Pension is less than \$5,000, the benefit will be paid to your spouse in a lump sum.

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 70-1/2.

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

If you die before your pension payments start and you are not married, or you have not earned a vested right to a pension, the Plan will pay a Death Benefit to your beneficiary that is equal to the total Employer Contributions made to the Fund on your behalf, up to a maximum of \$10,000. Effective for any Death Benefit which becomes payable after January 1, 1999, the Plan will pay to your beneficiary that is equal to the total Employer Contributions made to the Fund on your behalf with interest at 7.5% per annum. If the amount of the Death Benefit

is more than \$5,000, your beneficiary may choose to have the benefit paid in a single lump sum or in 36 monthly installments. Benefits of \$5,000 or less will be paid in a lump sum.

### Designating A Beneficiary

If you are not married, you can designate a 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 Fund Office. 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 for payment according to the section titled "Married Vested Participants," above.

## **WORK AFTER RETIREMENT**

### **Suspension of Pension Benefits**

The Plan contains certain limits on work after retirement. If you are receiving a monthly benefit but work in the same industry, trade or craft as is covered by the Plan, your monthly pension will be suspended for a period of time. Exactly what kind of work is disqualifying (that is, will cause non-payment of pension benefits) depends on whether you are under or over Normal Retirement Age.

#### Before Normal Retirement Age

You will not be entitled to receive your pension for any month in which you engage in employment or self-employment in work as a sheet metal worker, or in any job with any employer participating in the Plan, whether the work is union or non-union, in this geographical area, or any other area.

#### After Normal Retirement Age

You will not be entitled to receive your pension for any month in which you work or are paid for at least 40 hours of employment or self-employment as a sheet metal worker, in the industry covered by the Plan, and in the geographical jurisdiction of the Union.

Except for the above limitations, you will be free to work at any other employment without effect on your pension.

If you work in violation of the above rules, your pension will be suspended for the month or months in which you worked.

#### Notice Requirements

You are required to notify the Fund Office within 21 days after starting disqualifying work about any work you undertake, regardless of whether or not you plan to work 40 hours or more per month. This allows the Trustees to make a determination about the effect of such work on your pension. If a pensioner who has not reached Normal Retirement Age fails to report a return to work, his monthly benefit shall be suspended for one month for each month the participant was engaged in disqualifying employment, up to a maximum of 6 months.

## **APPLYING FOR BENEFITS**

You must file a written application with the Board of Trustees on a form that will be provided upon request to the Fund Office. Application for retirement must be filed in advance of the date upon which you expect your pension to commence.

While the rules require that your pension application be filed one month in advance, you are urged to file as soon as you decide on your intended retirement date. Early filing will avoid delay in the processing of your application and payment of benefits.

#### **Annuity Starting Date or Pension Effective Date**

If you have met all the requirements of the Pension Plan, your pension will begin on the first day of the month following entitlement to benefits, except for a Disability Pension as described in the section titled "Disability Pension - Eligibility."

If you are applying for benefits after you reach Normal Retirement Age and it is determined that you were eligible to receive a benefit earlier, your monthly benefit payments will be actuarially adjusted for the late payment.

However, you must begin taking your pension on April 1 of the calendar year following the calendar year in which you reach age 70-1/2, **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."

If you have not submitted an application by the date of your required beginning date, and the actuarial present value of your benefit is less than \$5,000, your benefit will be paid in a lump sum. If your benefit is worth more than \$5,000, the Plan will pay your benefit to you in the form of a Husband-and-Wife Pension, according to the Plan rules that would apply to a participant who has been married for at least one year.

#### **Right to Appeal**

If your application for a pension is denied, you (or your authorized representative) may file a written appeal with the Fund Office no later than 60 days after you receive the notice of denial.

The written notice only needs to state your name, address, and the fact that you are appealing the decision of the Trustees, giving the date the decision was made. The appeal shall be addressed as follows:

Board of Trustees  
Sheet Metal Workers Youngstown District Pension Fund  
P. O. Box 230  
Niles, Ohio 44446

Prior to a determination on the appeal, you or your authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.

The Trustees shall consider your appeal no later than its regular quarterly meeting, which immediately follows the receipt of the notice of appeal unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal.

After consideration of the appeal, the Board of Trustees shall advise you of its decision in writing within fifteen (15) days following the meeting at which the appeal was considered. The

decision of the Board of Trustees shall set forth specific reasons for their conclusions, shall be written in a manner calculated to be understood by the applicant, shall make references to the pertinent Plan provisions upon which the decision is based and shall provide you with information on further appeal procedures. The decision shall be final and binding unless the applicant pursues a further appeal.

## **MISCELLANEOUS PROVISIONS**

### **Assignment of Benefits and Qualified Domestic Relations Orders**

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 you or your Beneficiary is entitled to receive a benefit, you are indebted to the Fund, the Trustees may decide to first satisfy the debt owed to the Fund prior to paying the benefit over to you or your Beneficiary.

However, 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) once it has been determined by the Trustees to be valid. The Board of Trustees has created a set of guidelines and procedures which are used to determine whether a court order is "qualified" as required by ERISA. If you or your former spouse submit a court order to the Plan, you will receive a copy of these procedures. However, the complete document is available upon request from the Fund Office.

### **International Pension Reciprocity**

The Fund is signatory to the Sheet Metal Workers International Pension Reciprocity Agreement, parts A (pro-rata) and B (money-follows-the-man).

### **Internal Revenue Code - Section 415**

Under Section 415 of the Internal Revenue Code, a participant's pension cannot exceed 100% of his or her average pay for the three (3) highest consecutive years. Section 415 also limits annual pensions to a specific dollar amount which varies by age and form of payment. These limits are increased for inflation from time-to-time as permitted by the Internal Revenue Service. Very few participants in the Plan will be affected by these limits, but if you are, the Fund Administrator will notify you near the time of your retirement.

### **Social Security**

You are entitled to Social Security independently. Your Plan benefits are not affected by your Social Security benefit.

### **Plan Amendment or Termination**

The Trustees have the legal right to change the Plan subject to the Collective Bargaining Agreement that applies to it. Although the Trustees hope to maintain the present level of benefits and to improve upon them if possible, a primary concern of the Trustees is to protect the financial soundness of the Plan at all times. The Board of Trustees reserves the right to terminate or make any changes, modifications or amendments to the benefits which the Fund provides.

### OTHER PLAN INFORMATION

The following additional information concerning your plan is being provided to you in accordance with government regulations.

This Plan is a defined benefit plan. A joint Board of Trustees, consisting of an equal number of Employer and Union representatives, is the Administrator of the Plan. The Trustees have delegated certain administrative functions to a professional administrative manager, Compensation Programs of Ohio.

The Board of Trustees has been designated as the agent for the service of legal process. Process may be served at the Fund Office, or upon any Trustee as follows:

#### **Employer Trustees**

Mr. John Long

Roth Brothers  
3847 Crum Road  
Youngstown, Ohio 44515

Mr. Cliff Morgan

Thompson Mechanical, Inc.  
715 Woodland Avenue, NE  
Warren, Ohio 44483-5110

Mr. Richard Schuler

Schuler Heating and Cooling  
225 McClurg Road  
Youngstown, Ohio 44512-6704

Mr. Phil Zell

Aerotech Mechanical Contractors  
574 McClurg Road  
Youngstown, Ohio 44512-6405

#### **Union Trustees**

Mr. John Dorbish III

1335 Huntington Court  
Youngstown, Ohio 44512-4023

Mr. James Fornwalt

7532 Hitchcock Road  
Youngstown, Ohio 44512

Mr. Robert Kovalan

5147 Oakerest Drive  
Youngstown, Ohio 44515

Mr. Larry Swallow

13618 West Calla Road  
Salem, Ohio 44460

Name of Plan: Sheet Metal Workers Youngstown District Pension Fund  
Fund Office: 1123 N. Canfield - Niles Road  
P. O. Box 230  
Niles, Ohio 44446  
(330) 652-9821  
(800) 589-8041 (inside Ohio)  
(800) 733-7709 (outside Ohio)

Employer Identification Number (EIN) of Board of Trustees: 34-6596079

Plan Number: 001

Fiscal year end date: December 31

All contributions to the Plan are made by employers in accordance with their collective bargaining agreements with the Union. The collective bargaining agreements require contributions to the Plan at fixed hourly rates. You may obtain a copy of the collective bargaining agreement by writing to the Fund Administrative Manager, or you may examine it at the Fund Office.

The Fund Office will provide you, upon written request, with information as to whether a particular employer is contributing to this Plan on behalf of employees working under the Union Contract.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund for the purpose of providing benefits to covered participants and beneficiaries and defraying reasonable administrative expenses.

The Fund's assets are held in custody by John Hancock Mutual Life Insurance Company and National City Bank Trust Department and invested by John Hancock Mutual Life Insurance Company and Frontier Capital Management Company.

### **PENSION BENEFIT GUARANTY CORPORATION**

If the Plan terminates, benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC). Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor pensions. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if a Plan has been in effect for less than 5 years before it terminates, or if benefits have been increased within the last 5 years before Plan termination, the entire amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Coverage and Inquiries Branch, PBGC, 1200 K Street, N.W., Washington, D.C. 20005-4026. The Coverage and Inquiries Branch may also be reached by calling (202) 326-4040.

### **YOUR RIGHTS UNDER ERISA**

As a member of the Sheet Metal Workers Youngstown District Pension Fund, you have certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that you, as a Plan participant, shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as Union halls and worksites, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age or, if later, your age on the fifth anniversary of your participation) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, 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 in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits or an issue over a QDRO which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about your rights under the Employee Retirement Income Security Act of 1974 (ERISA), you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, at 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky 41011-2664, (606)578-4680. Or, contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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