

**SHEET METAL WORKERS' LOCAL 10**  
**PENSION FUND**



**Summary Plan Description**

**Effective January 1, 2016**

## **FUND OFFICE: SHEET METAL WORKERS' LOCAL 10 PENSION FUND**

1681 E. Cope Avenue  
Suite B  
Maplewood, MN 55109  
(651) 770-0991  
(800) 396-2903

**BOARD OF TRUSTEES** (as of 11/1/15) (The Trustees may be contacted through mail sent to the Fund Office)

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This booklet is designed in a “life-events” format. It tracks the events of a participant’s life in the order they most typically occur. Whether you are beginning work, getting married, nearing retirement or finally retired, there is a section of the booklet that contains the information you will need in order to understand the Plan. For example, if you have left the trade before reaching age 62, turn to page 21 to learn how you can receive a distribution. If you are retiring at age 62 or later, go to page 25.

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## INTRODUCTION

PLEASE KEEP THIS BOOKLET IN A SAFE PLACE

If you have any questions about the Plan, contact the Fund Office at  
(651)770-0991 or (800)396-2903

The Sheet Metal Workers' Local 10 Pension Plan (the "Plan") was created to help provide financial security to you and your family upon your retirement, death, or disability. The benefits provided by the Plan are funded by employer contributions for workers covered by collective bargaining agreements between SMARCA, Inc. employers and the Local Union No. 10 of the International Association of Sheet Metal, Air, Rail, and Transportation Workers.

This booklet has been specially designed to provide you with important information regarding the Plan. For instance, you can use the book to learn how you become a participant, how you earn benefits throughout your career, and how and when those benefits can be distributed to you.

While the book contains answers to most questions you may have, please remember that it is only a brief description of the Plan. The official plan document and trust agreement contain a more detailed description of the Plan rules. Those documents will control the operation of the Plan and any determination regarding your eligibility to participate in the Plan and to receive benefits. Copies of the plan document and trust agreement are available at the Fund Office.

# **SECTION 1**

## **PLAN INFORMATION**

This section of the booklet contains information regarding the administration of the Plan. Later sections describe in more detail how benefits are earned and when they may be distributed.

### **NAME OF PLAN**

Sheet Metal Workers' Local 10 Pension Plan

### **PARTIES MAINTAINING PLAN**

The Plan was established pursuant to collective bargaining agreements between the Union and SMARCA, Inc. You may receive from the Plan Administrator, upon written request, information as to whether a particular employer contributes to the Plan. A list of all employers contributing to the Plan is also available at the office of the Plan Administrator for examination by participants and beneficiaries.

“Union” in this document means the Local Union No. 10 of the International Association of Sheet Metal, Air, Rail, and Transportation Workers, and its predecessor Local Unions, including, but not limited to Locals No. 34 and 76.

### **PLAN ADMINISTRATOR**

The name and address of the Plan Administrator is:

Board of Trustees  
Sheet Metal Workers' Local 10 Pension Plan  
1681 E. Cope Avenue  
Suite B  
Maplewood, MN 55109

### **IDENTIFYING INFORMATION**

Type of Plan:	Defined Benefit Pension Plan
Plan Year:	January 1 to December 31
Federal Tax Number:	41-1562581
Plan Number:	001

## **BOARD OF TRUSTEES**

This Fund is administered by a joint Board of Trustees. The Board of Trustees is composed of an equal number of representatives of the Union and the participating employers. The Trustees operate under a plan document and trust agreement which set forth their powers and duties. They also are required to act in compliance with federal laws and regulations, including the Internal Revenue Code and the Employee Retirement Income Security Act of 1974 (ERISA).

The Board of Trustees is authorized by the plan document and trust agreement to adopt rules regarding the operation of the Plan. For example, the Board has established application procedures for benefits and will require certain information such as proof of age and completion of specific forms before benefits can be determined and paid.

The current members of the Board of Trustees are listed at the beginning of this booklet. Each member of the Board may be contacted by mail sent to the Fund Office. The Fund Office is located at 1681 E. Cope Avenue, Suite B, Maplewood, MN 55109. The telephone number is (651) 770-0991 or (800) 396-2903, and the fax number is (651) 770-1351.

## **PLAN ASSETS**

The plan assets are held in a trust fund administered by the Board of Trustees. The assets of the Plan are invested in accordance with decisions made by the Trustees and the professional investment managers and consultants they have engaged for that purpose.

## **AGENT FOR SERVICE OF LEGAL PROCESS**

The Plan's Administrative Manager is authorized to accept service of legal process for the Plan. The address for service of process is:

Ms. Sheila Rice  
1681 E. Cope Avenue  
Suite B  
Maplewood, MN 55109

Service of process may also be made on any of the Trustees at the Fund Office address.

## **COLLECTIVE BARGAINING AGREEMENTS**

Copies of all collective bargaining agreements relating to the Plan are available for examination at the Fund Office by participants and beneficiaries. A copy of any such agreement may be obtained by a participant or beneficiary upon written request to the Plan's Administrative Manager.

## **FEDERAL PENSION INSURANCE**

The Board of Trustees intends to continue the Plan indefinitely. However, to protect against any unforeseen situations, the Trustees reserve the right to change the Plan and, if necessary, to terminate the Plan. If it does become necessary to terminate the Plan, the benefits of the Plan will be allocated to participants and beneficiaries in the manner specified by ERISA and the Plan.

Certain benefits under the Plan are insured by the Pension Benefit Guaranty Corporation, a government corporation (known as the PBGC). The Fund pays yearly premiums to the PBGC for this insurance. Generally, the PBGC guarantees most but not all benefits and the benefits that are covered are subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect five (5) years before the Plan's termination. There is a limit on the amount of any monthly benefit that the PBGC guarantees. For more information on the PBGC insurance program and its limits, you may contact the Fund Office or write or call the following:

Office of Communications-PBGC  
2020 K Street, N.W. Washington, D.C. 20006  
Telephone (202) 956-5000 (not a toll-free call)

## **AMENDMENT OF THE PLAN**

The Trustees have the right to amend the Plan at any time; however, no amendment may:

1. Authorize or permit any part of the Plan assets to be used for purposes other than for the exclusive benefit of participants or their beneficiaries or for defraying of reasonable expenses to operate the Plan;
2. Decrease a participant's benefit except in unusual circumstances; or
3. Cause any part of the Plan assets to revert to the contributing employers or to the Union.

## **TERMINATION OF THE PLAN**

SMARCA, Inc. and the Union, acting jointly have the right to terminate the Plan at any time. Upon termination, you will become 100% vested in the value of your Accrued Benefit. Upon termination the Trustees may direct that either:

1. Benefits be distributed to you in any manner permitted by the Plan as soon as practicable; or
2. The Trust created by the Plan be continued and benefits earned up to the date of termination will be distributed to you or your beneficiaries as if the Plan had not terminated.

### **Priorities upon Termination**

Upon termination of the Plan and the Trust, the assets of the trust fund shall be "allocated" or divided among participants and beneficiaries in accordance with the following priorities:

1. First, to provide benefits to former participants who have received payments for a three (3) year period under the Plan prior to its termination and to provide benefits to participants who could have been in a payment status for a three (3) year period under the Plan prior to its termination.
2. Second, to provide all other benefits for participants of the Plan which are guaranteed by the PBGC.
3. Third, to provide all other vested benefits under the Plan.
4. Fourth, to provide for all other benefits under the Plan.

## **TRUSTEE DECISIONS**

The only parties authorized to answer questions concerning the Trust Fund and Plan are the Board of Trustees and the Fund Office. No participating employer, employer association, or labor organization, nor any individual employed thereby, has any authority in this regard.

In discharging the duties assigned to them under the Plan and Trust, the Trustees and their delegates have the discretion and final authority to interpret and construe the terms of the Plan and the Trust; to determine coverage and eligibility for benefits under the Plan; and to make all other determinations deemed necessary or advisable for the discharge of their duties or the administration of the Plan and the Trust. The discretionary authority of the Trustees and their delegates is final, absolute, conclusive and exclusive, and binds all parties so long as it is exercised in good faith. It is specifically intended that judicial or other review of any decision of the Trustees or their delegates be limited to the arbitrary and capricious standard of review.



## SECTION 2

### DEFINITIONS

This section defines some of the important words and phrases used in this document. When these words or phrases are capitalized in this document, they have the meaning noted below.

1. **“Covered Employment”** means employment in a position with a Contributing Employer for which the Employer is obligated to make contributions to the Pension Fund under the terms of a collective bargaining agreement or other participation agreement. **“Contiguous Non-Covered Employment”** means employment with a Contributing Employer which immediately precedes or immediately follows Covered Employment, but in a position for which the Employer is not obligated to make contributions to the Pension Fund.
2. A **“Contributing Employer”** is an employer required to contribute to the Fund through a collective bargaining agreement or other participation agreement.
3. **“Disqualifying Employment”** is defined in Section 9 of this Summary Plan Description regarding the suspension of retirement benefits.
4. **“Spouse”** on and after June 26, 2013, is a person to whom you are considered married under applicable law, including a same-sex Spouse to whom you are legally married in any state that recognizes same-sex marriage regardless of your state of residence, and, if and to the extent provided in a Qualified Domestic Relations Order (QDRO), your former Spouse.
5. **“Hours of Service”** means those hours of Covered Employment for which you are compensated for performance of duties, including any back pay award.
6. A **“Plan Year”** means the 12-month period beginning each January 1 and ending each December 31. The Plan’s fiscal records are maintained on a Plan Year basis.
7. A **“Year of Vesting Service”** is earned for any Plan Year in which you have earned 870 or more Hours of Service. If you have earned less than 870 Hours of Service, you will not receive any fraction of a year of Vesting Service. Years of Vesting Service earned under either of the prior Minneapolis and St. Paul pension plans as of September 1, 1986, are added to Years of Vesting Service earned under this Plan to determine your vested status.
8. **“Pension Credits”** are the units of measure based on a Plan Year of Covered Employment and are used to compute your benefits under the Plan.

For each Plan Year beginning prior to January 1, 2004, you will receive Pension Credits according to the following Schedule:

<b>Hours of Service In Plan Year</b>	<b>Pension Credits</b>
0 to 119	0
120 to 239	0.1
240 to 359	0.2
360 to 479	0.3
480 to 599	0.4
600 to 719	0.5
720 to 839	0.6
840 to 959	0.7
960 to 1079	0.8
1080 to 1199	0.9
1200 or more	1

For each Plan Year beginning on or after January 1, 2004, you will receive Pension Credit according to the following Schedule:

<b>Hours of Service In Plan Year</b>	<b>Pension Credits</b>
0 to 139	0
140 to 279	0.1
280 to 419	0.2
420 to 559	0.3
560 to 699	0.4
700 to 839	0.5
840 to 979	0.6
980 to 1119	0.7
1120 to 1259	0.8
1260 to 1399	0.9
1400 or more	1

There is no maximum number of Pension Credits which may be earned. Pension Credits earned under either of the prior Minneapolis and St. Paul pension plans are added to Pension Credits earned under this Plan. For example, if you earned 9 Pension Credits prior to September 1, 1986 as a result of your participation in a Prior Plan, and you retire from this Plan after earning 17 Pension Credits after September 1, 1986, your full total of 26 Pension Credits will be used in calculating your pension.

If you are absent from Covered Employment because of temporary total disability and have earned at least 0.5 of a Pension Credit prior to disability, your period of disability will count by increasing the Pension Credit toward 1.0 in that Plan Year. **In no case, however, will more than one (1) Pension Credit be added as a result of this provision during the career of a participant.**

9. If you are not vested, you may incur a “**Break in Service**” under one of the following categories:
  - a. A “**One-Year Break in Service**” occurs if you fail to complete at least 240 Hours of Service in a Plan Year. Hours of Service worked with a Contributing Employer in Contiguous Non-Covered Employment will be counted, but only for this purpose.
  - b. A “**Permanent Break in Service**” occurs if you experience five (5) consecutive One-Year Breaks in Service before becoming vested in the Plan. If you have a Permanent Break in Service, prior Pension Credits and Years of Vesting Service are canceled. If you work in Covered Employment again after a Permanent Break in Service occurs, you will be required to again satisfy all of the requirements for participation in the Plan and for vesting in a pension.
  - c. A “**Grace Period**” can be granted in certain situations to prevent a One-Year Break in Service from occurring. Under some circumstances, a Grace Period will be granted for disability, military service, service with the S.M.A.R.T., employment with certain public bodies, employment for the benefit of the trade or craft, service covered under a related fund, maternity and paternity leave and leave taken under the federal Family and Medical Leave Act. In most cases, additional Pension Credits are not earned during a Grace Period. If you believe that you are entitled to grace period status for any portion of your service, contact the Fund Office.
10. A “**Disability**” is the total and permanent inability, as a result of injury, accident or sickness to engage in any form of Covered Employment.

11. Your “**Accrued Benefit**” as of any date is determined in pieces, which are then added together to determine your monthly normal retirement benefit. As of the date this booklet was prepared, the benefit calculation table is as follows:

<b>Period during which Pension Credits were earned</b>	<b>Applicable Employer Contribution Rate</b>	<b>Value per month (at Normal Retirement Age) of Pension Credit</b>
Prior to September 1, 1986	Various	As provided by predecessor plan in which benefits were earned
September 1, 1986 through December 31, 1988	\$0.95	\$32.00
January 1, 1989 through December 31, 1989	\$0.95	\$39.00
January 1, 1990 through December 31, 1991	\$0.95	\$41.25
January 1, 1992 through December 31, 1995	\$0.95 - \$1.25	\$45.00
January 1, 1996 through December 31, 1996	\$0.95 \$1.25 - \$1.45	\$45.00 \$60.00
January 1, 1997 through December 31, 1997	\$0.95 \$1.45 - \$1.60	\$45.00 \$70.50
January 1, 1998 through December 31, 1998	\$0.95 \$1.45 \$1.60 - \$1.75	\$45.00 \$67.00 \$80.50
January 1, 1999 through December 31, 1999	\$0.95 \$1.45 \$1.75	\$49.50 \$75.50 \$91.00
January 1, 2000 through December 31, 2003	Various	\$55.41 per \$1.00 of hourly contribution, subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year
January 1, 2004 through December 31, 2005	Various	\$43.00 per \$1.00 of hourly contribution, subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year

<b>Period during which Pension Credits were earned</b>	<b>Applicable Employer Contribution Rate</b>	<b>Value per month (at Normal Retirement Age) of Pension Credit</b>
January 1, 2006 through December 31, 2006	Various	\$43.00 per \$1.00 of <b>effective contribution</b> to the Plan
January 1, 2007 through December 31, 2007	Various	\$37.00 per \$1.00 of <b>effective contribution</b> to the Plan
January 1, 2008 through December 31, 2013	Various	\$24.00 per \$1.00 of <b>effective contribution</b> to the Plan
January 1, 2014 and after	Various	\$10.50 per \$1.00 of <b>effective contribution</b> to the Plan.

**Note: Fargo Contribution Rate**

Effective for work performed pursuant to the Collective Bargaining Agreement by and between the Union and the Fargo Subdivision of SMARCA, Inc. the contribution rate will be deemed to be equal to the hourly contribution rate set forth in the applicable Collective Bargaining Agreement.

The **Effective Contribution Rate** is determined according to the following table:

<b>Calculation of Effective Contribution Rate</b>	
<b>For work performed ...</b>	<b>The Effective Contribution Rate is equal to</b>
Prior to June 1, 2006	The hourly contribution rate, subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year.
On or after June 1, 2006 and prior to May 1, 2009	The hourly contribution rate, less 6.5% of the contribution rate in effect as of April 30, 2006, and subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year.
On or after May 1, 2009 and prior to May 1, 2010	The hourly contribution rate, less 16.28% of the contribution rate in effect as of April 30, 2006, and subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year.

<b>Calculation of Effective Contribution Rate</b>	
<b>For work performed ...</b>	<b>The Effective Contribution Rate is equal to</b>
On or after May 1, 2010 and prior to January 1, 2014	The hourly contribution rate, less 18.6% of the contribution rate in effect as of April 30, 2006, and subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year.
On or after January 1, 2014	The hourly contribution rate as provided for in the applicable collective bargaining agreement and subject to the pro rated contribution formula applicable when multiple contribution rates apply in a single calendar year.

The formula for determining your Accrued Benefit works as follows:

First, determine the amount you accrued under any predecessor plan prior to September 1, 1986.

Next, consider your hours worked between September 1, 1986 and December 31, 1999. Generally, for each year during that period in which you were eligible to earn retirement benefits under the Plan, you earned a monthly retirement benefit equal to a dollar amount specified in the Plan. That dollar amount is based on the rate your employer was obligated to contribute (“the employer contribution rate”) according to your collective bargaining agreement.

Finally, consider your hours worked on or after January 1, 2000. The Plan provides a simplified calculation for retirement benefits earned for hours worked on or after that date. Generally, from that point forward you earn a fixed dollar amount of monthly retirement benefit for each dollar of effective contribution made on your behalf, as described in the chart above.

**Note:** Given the complexity of this calculation, you can contact the Fund Office and an estimate of your potential benefits can be calculated for you.

## Pro Rated Contribution Formula Effective After 1999

In some cases, you may work in two or more positions requiring different hourly contributions during a year. For years 2000 through 2003 you use the highest contribution rate at which you worked during a year for calculating the benefit you earned that year if you worked at least 1,200 hours at that highest rate. For years 2004 and after, you use the highest contribution rate which you worked during a year for calculating the benefit you earned that year if you worked at least 1,400 hours at that highest rate. If you worked less at the highest rate, you prorate the benefits earned according to the number of hours worked at each rate.

If the contribution rate change is due to either a new or amended collective bargaining agreement or represents an increase required by an existing agreement, a different rule applies: you treat the increase as occurring January 1 of the year if the increase is effective for hours worked on or before July 1 of the year. You treat the increase as occurring on January 1 of the *next* year if the increase is effective only for hours worked after July 1.

**Example:** Assume Max works more than 2,000 hours a year and has been eligible to participate in the Plan since January 1, 2004. His employer contributed at a rate of \$1.45 for 2004, \$1.45 for 2005, and \$1.54 for 2006. What is his accrued benefit as of December 31, 2006?

<u>Year</u>	<u>Rate</u>	<u>Monthly Retirement Benefit</u>
2004	\$1.45 x \$43.00	\$ 62.35/month
2005	\$1.45 x \$43.00	\$ 62.35/month
2006	\$1.54 (less 6.5%) x \$43.00 =	<u>\$ 62.35/month</u>
Total		<u>\$187.05/month</u>

Assume that the collective bargaining agreement is amended to increase the employer contribution rate to \$1.65 effective April 1, 2007. What is Max's accrued benefit as of December 31, 2007? Because the rate change is due to a collective bargaining agreement amendment effective on or before July 1, the new rate is retroactively effective to January 1, so it applies for all of 2007:

2007	\$1.65 (less 6.5% of the 4/30/06 contribution rate) x \$37.00 =	<u>\$ 57.72/month</u>
Total		<u>\$244.77/month</u>

Assume that on February 1, 2008, Max's job classification changes. The employer contribution rate becomes \$1.75, and he works 1840 hours at this rate. What is Max's accrued benefit as of December 31, 2008? Although Max had two rates for the year (that is, \$1.65 and \$1.75), the higher rate applies for all of 2008, because he worked more than 1,400 hours at that higher rate:

2008	\$1.75 (less 6.5% of the 4/30/06 contribution rate) x \$24.00 =	<u>\$ 39.84/month</u>
Total		<u>\$284.61/month</u>

Assume that Max works 2,000 hours per year in the years 2009 through 2013. His contribution rates in those years were \$1.85 in 2009, \$1.90 in 2010, \$1.95 in 2011, \$2.00 in 2012 and \$2.10 in 2013. Further, effective May 1, 2009 and May 1 2010, the Plan reduced the above noted contribution rates by 16.28% for the period of May 1, 2009 through April 30, 2010 and then 18.6% for the period of May 1, 2010 through December 31, 2013. What is Max's accrued benefit as of December 31, 2013?

2009	Prior to 5/01/09		
		\$1.85 (less 6.5% (\$.09) of the 4/30/06 contribution rate of \$1.54) x \$24.00 (x 50% for a ½ Pension Credit)	= <u>\$ 21.12/month</u>
Total	(for 1/1/09-4/30/09)		\$305.73/month
2009	5/01/09 through 12/31/09		
		\$1.85 (less 16.28% (\$.24) of the 4/30/06 contribution rate of \$1.54) x \$24.00 (x 50% for a ½ Pension Credit)	= <u>\$ 19.32/month</u>
Total	(for 5/1/09-12/31/09)		\$325.05/month
2010	Prior to 5/1/10		
		\$1.90 (less 16.28% (\$.24) of the 4/30/06 contribution rate of \$1.54) x \$24.00 (x 50% for a ½ Pension Credit)	= <u>\$ 19.92/month</u>
Total	(for 1/1/10-4/30/10)		\$344.97/month
2010	5/31/10 through 12/31/10		
		\$1.90 (less 18.6% (\$.27) of the 4/30/06 contribution rate of \$1.54) x \$24.00 (x 50% for a ½ Pension Credit)	= <u>\$ 19.56/month</u>
Total	(for 5/1/10-12/31/10)		\$364.53/month
2011		\$1.95 (less 18.6% of the 4/30/06 contribution rate) x \$24.00 =	<u>\$ 40.32/month</u>
Total			\$404.85/month
2012		\$2.00 (less 18.6% of the 4/30/06 contribution rate) x \$24.00 =	<u>\$ 41.52/month</u>
Total			\$446.37/month
2013		\$2.10 (less 18.6% of the 4/30/06 contribution rate) x \$24.00 =	<u>\$ 43.92/month</u>
Total			\$490.29/month

Assume that Max works 1,900 hours in 2014 with a contribution rate of \$2.15. What is Max's Accrued Benefit as of 12/31/14?

2014	\$2.15 x \$10.50	=	<u>\$ 22.58/month</u>
Total			\$512.87/month



## ***Calculating Accrued Benefits with Intervening Breaks in Service***

If you have one or more breaks in service lasting at least 36 months in which you did not earn at least 0.3 of a Pension Credit, your vested Accrued Benefit is computed in two or more separate pieces. The benefit levels up to the time of a break in service are used to compute the portion of the benefit based on Pension Credits earned prior to the break, and the benefit levels in effect after you return to Covered Employment are used to determine the portion of the benefit based on Pension Credits accrued after your return to Covered Employment. Of course, if you suffer a permanent break in service, your pre-break service is lost.

## ***Partial Pensions***

The Plan Trustees previously entered into an agreement providing for reciprocity with certain other pension funds for sheet metal workers throughout the country. Under this Agreement, the Plan will pay a partial pension based upon the combined service of a worker under the jurisdiction of the Plan and other plans that have signed the reciprocity agreement if the worker has achieved vested status when all of his creditable service is combined, as if he worked his entire career under the jurisdiction of just one fund. The exception is where the worker has worked less than one (1) year under the jurisdiction of the Plan, in which case the employer contributions are forwarded to the worker's home fund and no partial pension is payable from this Fund.

In May 2010, the Plan Trustees entered into a new type of reciprocity agreement sponsored by the International Union. Under this agreement, if you work in another jurisdiction that is also signatory to the agreement, contributions made to that area's defined benefit plan will be transferred back to this Plan to the extent they exceed the National Pension Fund rate under your home local's collective bargaining agreement. In other words, you will have all of your benefits based in this Plan as opposed to having two or more partial pensions.

If you are going to work outside the jurisdiction of this Local 10 Plan, you should contact the Local 10 Fund Office and the Fund Administrator of the area where you will be working. This is necessary to insure that your contributions will be reciprocated correctly.

## SECTION 3

### BECOMING A PARTICIPANT

You become a participant in the Plan when you first work in Covered Employment. Your employer will make the required contributions to the Plan on your behalf. Those contributions will fund the retirement benefit payable to you or your beneficiary if you should die. The rules governing payment of benefits are described in the following sections of this document.

#### **Becoming a Plan Participant**

In general, if you are working for an employer who has a collective bargaining agreement with the Union and that agreement requires contributions to be made to this Plan, you will become a participant in the Plan.

The Plan is funded entirely through contributions made by participating employers. Employee contributions to the Plan are not permitted.

Each year you will receive a statement describing the contributions made on your behalf to the Plan. This statement also describes the benefits you have earned to date. If you think there is an error in your statement, you should contact the Fund Office immediately by calling (651) 770-0991 or 1-800-396-2903.

#### **Termination of Participant Status**

Your status as a participant ends when either

1. You suffer a Permanent Break in Service (described at page 8), or
2. You (or your beneficiaries) receive a distribution of all benefits payable on your behalf under the Plan.

If you lose your status as a participant and then begin to work again in Covered Employment you will be considered a new participant in the Plan and must satisfy the vesting and specific eligibility requirements once again.

## **Military Service**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you are entitled to Plan benefits for periods of military service of less than five (5) years. If you will be entering military service, you must notify both your employer and the Plan in writing on a form available from the Plan Administrator.

Upon your return. When you return from military service and are going to return to employment, you must notify the Plan. *To receive credit for Plan benefits for the period you were in the military,* you must return to work within certain time limits:

1. If your military duty was less than 31 days, you must return to work by the next work day following discharge (with an 8 hour rest period);
2. If your military duty was more than 31 days but less than 181 days, you must return to work within 14 days of discharge; or
3. If your military duty was longer than 181 days, you have 90 days to return to work after discharge.

Upon return, you must also furnish the Plan with copies of your discharge papers within 14 days after returning to work. Those papers must show the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not. If you did not receive an honorable discharge, you will not be entitled to Plan credit for the period of your military service.

Determining Hours of Service to be Credited. In order to determine how many hours of service you will be credited for military service, the Plan uses a twelve (12) month look-back counting all your employment with all contributing employers, including hours for which reciprocal contributions are received by the Plan. The employer contributions required for credit will be determined based on the average number of hours you worked during the 12 months prior to your military service. Increases in the contribution rate to the Plan specified in the agreement your employer has with the Trustees will be applied based upon the hours of credit you receive for military service.

Effective January 1, 2007, and notwithstanding any other provision of the Plan to the contrary, should you die while in "qualified military service," your surviving and qualified Spouse or beneficiary will be entitled to any additional benefits (other than benefit accruals relating to the period of qualifying military service) provided under the Plan had you resumed and then terminated employment on account of your death.

## SECTION 4

### GETTING MARRIED OR DIVORCED

If you are getting married, you should notify the Fund Office. Under federal law, the Spouse of a plan participant is entitled to special protection and certain forms of benefits not available to other beneficiaries.

Similarly, if you are getting divorced, you should contact the Fund Office. They need to know if the court has or will award a portion of the benefits you have earned in the Plan to your ex-Spouse. In addition, you will want to complete a new beneficiary designation card once the divorce is finalized.

You may contact the Fund Office by calling (651) 770-0991 or (800) 396-2903.

#### **If You are Married**

According to federal law, as well as the terms of the Plan, if you have been married for one year or more on the date you die or otherwise begin receiving benefits, your Spouse has certain special rights under the Plan. These rights are summarized below.

Your spouse – Your spouse is a person to whom you are considered married under applicable law, including a same-sex spouse to whom you are legally married in any state that recognizes same-sex marriage regardless of your state of residence, and, if and to the extent provided in a Qualified Domestic Relations Order (QDRO), your former spouse.

Your spouse is your beneficiary - Your spouse will automatically be your beneficiary and will be entitled to receive benefits from the Plan in the event of your death. Even so, you should still complete a beneficiary form. If you wish to designate someone other than your spouse to receive such benefits, you must make that designation in writing on forms available from the Fund Office. Your spouse must consent in writing to your designation of someone else as beneficiary. Also, if your relationship with your beneficiary should change before you die, your designation will no longer be valid. If that is the case, you should complete and file a new beneficiary form with the Fund Office. See Section 10 of this booklet for more details.

If you die prior to receiving a benefit - Unless you have named a different beneficiary, your spouse may be entitled to receive a benefit called a “pre-retirement survivor annuity” following your death. This is a monthly benefit paid for the remainder of your spouse’s life. Alternatively, your spouse may choose to receive your account balance in other forms of payment available under the Plan. These benefit options are described in more detail in Section 8.

If you retire - The Plan will pay your benefits in the form of a “joint and 50% survivor annuity” unless you and your spouse request a different form of distribution. This form pays a monthly benefit for your life, and then 50% of that amount to your spouse in each month after your death, until your spouse dies.

### **If You Get Divorced**

If you and your Spouse divorce, the court may award a portion of the benefits you have earned in the Plan to your Spouse. This is achieved through a court order known as a “qualified domestic relations order” or “QDRO.”

As a general rule, your benefits may not be assigned or alienated. This means that your interest in the Plan may not be sold, used as collateral for a loan, given away or otherwise transferred to another person. In addition, your creditors may not attach, garnish or otherwise interfere with your individual account.

There is an exception to this general rule. The Plan Administrator may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments or for other reasons. A qualified domestic relations order is a decree or order issued by a court that obligates you to pay child support or alimony or otherwise assign some or all of your individual account to your Spouse, former Spouse, child or other dependent. The Plan Administrator must honor a qualified domestic relations order, although such an order must comply with plan rules to be qualified.

**If you have been divorced, you should be sure to update your beneficiary information for this and other Plans in which you participate.** Plan rules provide that if the relationship between you and your beneficiary changes prior to the date of your death, your beneficiary designation will be deemed ineffective. For example, if you designated your Spouse as your beneficiary, but then divorced him or her prior to your death, that designation would be deemed invalid because that person was not your Spouse at the time of your death. Of course, it would be possible for you to re-designate that person as your beneficiary by changing the “relationship to beneficiary” portion of the form. Forms for this Plan are available from the Fund Office or on the website at [www.smw10.org](http://www.smw10.org).

### **If You Are Unmarried**

If you are unmarried, you may designate an individual to receive benefits from the Plan in the event of your death. You designate a beneficiary by completing a beneficiary designation form available from the Fund Office or on the website. If you subsequently marry, your Spouse will become your beneficiary as described above.

If your designated beneficiary is a minor at the time of your death, benefits will be paid to his or her legal guardian.

For more information regarding beneficiary designation, see paragraph entitled “Application and Beneficiary Designation Forms” in Section 8.

## SECTION 5

### IF YOU ARE DISABLED

If you become totally and permanently disabled, you may be entitled to receive your benefits from the Plan sooner than if you continued to work. You will be required to submit proof of your disability with your benefit application form.

#### Disability Benefits

If you become totally and permanently disabled (as described below), you may be entitled to a disability retirement benefit. You must have earned 10 Pension Credits and have worked in Covered Employment for at least 240 Hours in the Plan Year in which you make application for the benefit, or in one of the two Plan Years immediately prior to that.

Your disability benefit will be payable on the first day of the month after you have been disabled for at least six (6) months or, if later, the date you submit a completed application for benefits. Retroactive payments of up to six (6) months will be paid back to the date of onset of the disability. The amount of monthly benefit will be equal to the benefit which would be payable upon your attainment of Normal Retirement Age. This benefit will be paid under the life Annuity form, if the participant is not married, or in the Spousal Pension form, if the disabled participant is married.

Disability pension benefits are coordinated with any weekly disability benefits received from the Sheet Metal #10 Benefit Fund (the "Health & Welfare Fund"). This means that if you are receiving weekly disability benefits from the Health & Welfare Fund, such payments will offset your disability pension benefits dollar for dollar. Once you cease receiving weekly disability payments from the Health & Welfare Fund, your disability pension benefit from this Plan will be adjusted.

Your disability retirement benefit will be payable throughout the period of your disability, and the Board of Trustees may require periodic reexamination for proof of your continuing disability until you reach age 62. You are also required to report wages earned for work in the construction industry while disabled within 15 days after the end of the month in which you have such earnings. If you receive construction industry wages in excess of a base amount, your disability retirement benefit will be reduced dollar for dollar for earnings in excess of this base amount. The base amount is equal to a journeyman's average hours multiplied by the base wage then in effect under the collective bargaining agreement.

## **Definition of Disability**

Disability is the total and permanent inability, as a result of injury, accident or sickness to engage in work for which an employer is obligated to make contributions to the Plan. The Trustees are the sole judges of disability and of an employee's entitlement to benefits for that reason. This determination is subject, of course, to the appeal procedures.

## **Proof of Disability**

If you apply to receive benefits based on a disability, you will be required to provide medical proof of your disabled status. A Social Security Administration finding of disabled status will constitute such proof. Alternatively, the Trustees may accept a certification of your disabled status from any duly licensed medical practitioner acceptable to the Board of Trustees, or the Trustees may require that the Participant applying for a Disability benefit submit to an examination by a physician or physicians selected by the Trustees. The Trustees may require all participants receiving a disability benefit to submit to periodic reexaminations by a physician selected by the Trustees.

## **Continuing Disabled Status**

You must remain disabled in order to continue receiving Plan benefits on that basis. If your disability ends, you will no longer receive benefits as a disabled participant. However, you may be eligible to otherwise receive benefits based on your age or discontinuance of employment in the industry.



## SECTION 6

### RETIREMENT PRIOR TO AGE 62 (Early Retirement, Rule of 90 and Vested Pension)

If you retire from Covered Employment after attaining age 55, and if you earned at least 10 Pension Credits under the Plan, you may be eligible to receive an early retirement benefit. This benefit amount is your Accrued Benefit, reduced a specific amount depending upon your age at retirement.

In certain cases, you may be eligible to retire early without having your Accrued Benefit reduced. This occurs when you are eligible to receive the Rule of 90 Benefit described in this Section.

#### Early Retirement Benefit

You may elect to retire and receive an early retirement benefit at any time after earning 10 Pension Credits and reaching age 55. *Remember that in order to qualify, you must have earned at least 240 Hours of Service in the Plan Year in which you submit your application for early retirement, or in one of the two Plan Years prior to that.*

The starting point for the calculation of your early retirement benefit is your Normal Retirement Benefit calculated up to the time of your termination from Covered Employment. If you elect to receive your early retirement benefit beginning on the first day of any month following your actual retirement, the amount of your Accrued Benefit will be reduced for each month your payment date precedes your Normal Retirement Date (your 62<sup>nd</sup> or 65<sup>th</sup> birthday). Benefits are to be reduced as follows:

1. Accrued Benefits from the prior Minneapolis plan are reduced by 0.1667% per month (2.0% per year) from age 65 for benefits earned prior to September 1, 1986.
2. Accrued Benefits from the prior St. Paul plan are reduced by 0.4% per month (4.8% per year) from age 65 for benefits earned prior to September 1, 1986.
3. Accrued Benefits earned on or after September 1, 1986 are reduced by 0.2% per month (2.4% per year) for each month you are younger than age 62.
4. Accrued Benefits earned on and after January 1, 2007 are reduced by 0.333% per month (3.996% per year) for each month you are younger than age 62.

5. Accrued Benefits earned on and after January 1, 2014 are reduced as follows:
  - a. If you retire with twenty-five (25) or more Pension Credits, your benefit accruals will be reduced by 0.50% per month (6% per year) for each month you are younger than age 62; or
  - b. If you retired with less than twenty-five (25) Pension Credits, your benefit accruals will be reduced by 0.50% per month (6% per year) for each month you are younger than age 65.

Election of early retirement and the early commencement of your benefit must be made on forms provided by the Board of Trustees. You may also elect an optional form of payment for these benefits and these are subject to the same rules as described for Normal Retirement benefits.

The following examples show how your Early Retirement Benefit is determined.

**Example:** Assume that Fred decides to retire on July 1, 2015, at age 57. He accumulated 8.1 Pension Credits under the Minneapolis Plan for his Service up to September 1, 1986. These credits are worth \$243.70 before reduction for retiring early. If he earned the following additional credits under this Plan before retiring at 57, his benefit would be computed as follows:

Value of Credits for Minneapolis Plan service:		\$243.70
Reduction for Early Retirement at age 57:		x 84%
Subtotal:		\$204.71
Credits earned in the Local 10 Pension Plan:		
Credits earned from 9/2/86 to 12/31/88:	2.30 x \$32.00=	\$73.60
Credits earned from 1/1/89 to 12/31/89:	1.00 x \$39.00=	\$39.00
Credits earned from 1/1/90 to 12/31/91:	2.00 x \$41.25=	\$82.50
Credits earned from 1/1/92 to 12/31/95:	4.00 x \$45.00=	\$180.00
Credits earned from 1/1/96 to 12/31/96:	1.00 x \$60.00=	\$60.00
Credits earned from 1/1/97 to 12/31/97:	1.00 x \$70.50=	\$70.50
Credits earned from 1/1/98 to 12/31/98:	0.90 x \$80.50=	\$72.45
Credits earned from 1/1/99 to 12/31/99:	1.00 x \$91.00=	\$91.00
Credits earned from 1/1/00 to 12/31/00 (contribution rate=\$1.75)	1.00 x \$96.97=	\$96.97
Credits earned from 1/1/01 to 12/31/01 (contribution rate=\$2.05)	1.00 x \$113.59=	\$113.59
Credits earned from 1/1/02 to 12/31/03 (contribution rate=\$2.25)	2.00 x \$124.67=	\$249.34

Credits earned from 1/1/04 to 12/31/04 (contribution rate = \$2.45)	$1.00 \times 105.35 =$	\$105.35
Credits earned from 1/1/05 to 12/31/05 (contribution rate = \$2.53)	$1.00 \times 108.79 =$	\$108.79
Credits earned 1/1/06 to 12/31/06 (Effective Contribution Rate* \$2.53)	$1.00 \times \$2.53 \times \$43.00 =$	\$108.79
Total Local 10 Plan thru 12/31/06		\$1,451.88
Reduction for Early Retirement at age 57 (Credits 9/1/86 - 12/31/06)		x 88%
<b>Subtotal:</b>		<b>\$1,277.65</b>
Credits earned 1/1/07 to 12/31/07 (Effective Contribution rate* \$2.83)	$1.0 \times \$2.83 \times \$37.00 =$	\$104.71
Credits earned 1/1/08 to 12/31/08 (Effective Contribution rate* \$3.12)	$1.0 \times \$3.12 \times \$24.00 =$	\$74.88
Credits earned 1/1/09 to 12/31/13 (Effective Contribution rate* \$3.17)	$4.5 \times \$3.17 \times \$24.00 =$	\$342.36
Total Local 10 Plan earned 1/1/2007 thru 12/31/13		\$521.95
Reduction for Early Retirement at age 57 (Credits 1/1/07 to 6/30/10)		X 80%
<b>Subtotal:</b>		<b>\$417.56</b>
Credits earned 1/1/14 to 12/31/14 (Effective Contribution Rate of \$3.76)	$1.0 \times 3.76 \times 10.50$	\$39.48
Reduction of Early Retirement at age 57 with more than 25 Pension Credits		x70%
<b>Subtotal:</b>		<b>\$27.64</b>
<b>TOTAL Early Retirement Benefit:</b>		<b>\$1,927.56</b>

\* Please refer to the discussion of Effective Contribution Rate on pages 10 and 11.

## **Rule of 90 Benefit**

You are eligible to retire on a pension under the Rule of 90 (called the “Rule of 90 Pension”) if (1) you retire on or after October 1, 1995; and (2) you are at least 55 years of age; (3) the sum of your age and Years of Vesting Service equals or exceeds 90; (4) you have worked in Covered Employment for at least 240 Hours in the Plan Year in which you would commence receipt of benefits or in one of the two Plan Years prior to that, and; (5) the contribution rate specified in the applicable collective bargaining agreement carries the additional contribution rate determined from time to time by the Fund’s Actuary as necessary to provide the Rule of 90 Pension Benefit.

Note that for this purpose there is no limitation on the number of Years of Vesting Service in calculating whether you have met the Rule of 90. It is important to note that even after January 1, 2007, you still are able to earn Years of Vesting Service which will help you become eligible for the Rule of 90 Benefit for benefit accrued prior to 2007. However, any benefits you accrue under the Plan on and after January 1, 2007 will not be eligible to be used to determine the amount of your Rule of 90 Benefit. Benefits accrued on and after January 1, 2007 will be payable as on Early Retirement Pension subject to a reduction of .3333% for each month you are younger than age 62.

## **If You Return to the Industry within the Union’s Jurisdiction**

If you begin to receive a distribution of either an early retirement or Rule of 90 benefit, but then return to work in a position which would otherwise prevent you from receiving this benefit, your eligibility for this benefit will terminate and you will need to requalify for a subsequent distribution at a later date. Your benefit would be recalculated using the Plan’s rules at the time you re-retire. Please refer to Section 9 for a further description regarding the rules for returning to work while receiving a benefit.

## **Vested Benefit**

Vesting means your right to receive a deferred benefit upon your termination from Covered Employment before retirement. You are 100% vested in your Accrued Benefit after earning 10 Years of Vesting Service or 10 Pension Credits. However, if you earned one or more Hour of Service for work performed on or after January 1, 1999, you will become Vested after you earn 5 Years of Vesting Service. Certain additional rules apply to former participants in the Minneapolis Plan or if you left the trade prior to January 1, 1999.

Payment of your vested Accrued Benefit would generally commence at your Normal Retirement Date. In very limited circumstances, you may be able to elect to begin your Vested pension as early as age 55, if you would otherwise meet the requirements for an early retirement, disability, or rule of 90 benefit. If you so elect, your pension will be paid on a reduced basis in the same manner as an early retirement benefit is reduced.

Effective January 1, 2014, if payment of your Vested Benefit begins between the ages of 55 and 65, your monthly benefit amount will be reduced in the same manner as an Early Retirement Pension.

## SECTION 7

### RETIREMENT AT OR AFTER AGE 62

Once you reach Normal Retirement Age, you are entitled to receive a distribution commencing when you quit working in the trade.

The Plan requires that distributions begin being made to you when you reach age 70½. This will occur regardless of whether you continue to work or not.

#### Normal Retirement Benefit

You may retire and receive the Plan's Normal Retirement Benefit on the earlier of the date you attain age 62 and have earned at least five (5) years of Vesting Service; or you attain the Plan's Normal Retirement Age. The Plan's Normal Retirement Age is the date you attain age 62 and have earned at least ten (10) Pension Credits; or you reach the later of (1) age 65 or the fifth (5<sup>th</sup>) anniversary after the time you commenced participation in the Plan.

Your monthly Normal Retirement will be equal to your Accrued Benefit as calculated in Section 2 above. If your Normal Retirement occurs prior to age 65, any Accrued Benefits earned under the Minneapolis Plan are reduced by 2% a year for credits earned prior to Sept. 1, 1986.

If you retire on your Normal Retirement Date, you will be entitled to receive a monthly benefit payable for your life. The first payment is made on your Normal Retirement Date and the last payment is made on the first day of the month in which your death occurs. This is called a "Life Annuity".

For benefits accrued on and after January 1, 2014, Normal Retirement Age will be the date you reach age 65, or if later, the fifth (5<sup>th</sup>) anniversary after your commencement of participation in the Plan. Participation in the Plan prior to a Permanent Break in Service will not be counted.

#### Required Distributions at Age 70½

According to federal law, payments to you must automatically commence on or before the April 1st following the year in which you attain age 70½ or the calendar year in which you retire. They will be made even if you do not submit an application form. However, you should submit an application form in order to guarantee that the payments are in the form you desire.

## SECTION 8

### APPLYING FOR BENEFITS

This section of the booklet describes the Plan's requirements when you apply to receive your benefits. You or your beneficiaries need to complete the required forms and provide all required documentation (such as birth certificates, proof of disability, etc.) before your application will be considered.

- Application forms are available from the Fund Office.
- Applications are considered for approval at each regular Trustee meeting.
- If your application is incomplete, it may not be considered or may be denied by the Trustees until it is complete.
- If your claim for benefits is denied, you will be advised in writing why this happened.
- You have the right to appeal a benefit denial to the Board of Trustees.

#### Eligibility for Benefit Payments

As described in previous sections, you or your beneficiary may apply for benefits when one or more of the following events have occurred:

1. You become permanently and totally disabled;
2. You retire after attaining age 55, or;
3. You die.

Unfortunately, federal laws do not allow the Plan to provide for distributions for other reasons, such as financial hardship.

#### The Application Process

If you are planning to retire, you should request an application from the Fund Office. You should complete, sign, and send your application to the Fund Office before the first day of the month in which you want your benefits to start. You must also send proof of your date of birth along with the application. If you are married, you will need to provide proof of your marriage and your Spouse's date of birth.

Applications are considered for approval at each regular Trustee meeting. Once approved, you will receive your current benefit payment and any retroactive payments

as of the first of the month after your application is received and approved by the Fund Office.



## **Applications Must be Complete and Accurate**

Benefits are payable only if you and/or your beneficiary complete all the paperwork necessary as provided by the Fund Office. If you fail to complete the necessary paperwork, your benefit payment will not be paid unless otherwise required by law. If you fail to elect a form of payment, it will be paid according to the terms of the Plan and federal law.

## **Written Election Required for Alternate Benefit Payment Form**

You may elect, in writing and with the written consent of your Spouse, to receive your payments in one of the optional forms described below. In cases where certain optional forms of benefit are selected by a married participant, this election must be approved by the participant's Spouse and the signatures must be witnessed by a designated Plan representative or by a notary public. This election of one of the optional forms of payment must be made before your benefit is to begin and must be filed with the Fund Office on the forms provided for this purpose.

## **Application and Beneficiary Designation Forms**

Forms are available from the Fund Office for making elections of optional forms of payment and for designating your beneficiaries. The Plan will honor only beneficiary designations made on its official forms.

If no proper beneficiary designation is made, if your relationship to your designated beneficiary changes prior to your death (for example, if you obtain a divorce), or if your beneficiary does not survive to the date of your death, any benefit payable under the Plan will be paid to the first of the following classes of people.

- Your Spouse
- Your children
- Your parents
- Your brothers and sisters
- Your estate

## **FORMS OF PAYMENT**

The following section of this document describes the various forms in which benefit payments may be made. You may request a calculation of your projected benefit amounts in each of these various forms when you are approaching your retirement date.

### **Normal Form for Non-married participants (Life Annuity)**

The normal form of benefits for a non-married participant is a Life Annuity. The normal form will be paid to all participants who are not married at the time payments commence unless another option is elected. The Life Annuity provides a monthly

benefit for the remainder of your life, calculated according to actuarial factors described in the Plan.

### **Normal Form for Married participants (Spousal Pension)**

If you are married at the time benefits are to begin, your benefits will automatically be paid in the form of a Spousal Pension unless you revoke this form of payment prior to the time benefits are to begin.

A Spousal Pension is a monthly benefit payable for the life of the participant and when the participant dies, the Spouse, if still living, will receive a monthly income for life equal to 50% of the initial amount received by the participant. The Accrued Benefit is reduced by an actuarial calculation for this form of payment.

No less than 30 days and no more than 180 days before your anticipated starting date of your Spousal Pension, the Fund Office will provide you a form to make your election or rejection of this option (different reductions apply to the Spousal Pension depending on whether or not you retired because of disability). You have up to 90 days after your effective retirement date to make your choice. If you are married and reject this form of payment, your Spouse must consent in writing to this rejection. This rejection must be witnessed by a designated Plan representative or by a notary public. If the Spousal Pension is in effect and the Spouse dies before the participant, the amount of pension will be increased on the first day of the month following the Spouse's date of death to what it would have been as if a Life Annuity form of benefit had been selected.

Other optional forms of payment are available in cases of normal retirement, Rule of 90 retirement, disability, early retirement or leaving the trade with a vested interest. The election of an optional form of payment must be made before your benefit is to begin and must be filed with the Fund Office on the forms provided for this purpose. Be sure to file your benefit election forms as early as possible in order to allow sufficient time for processing. This will help avoid any delay in retirement benefit payments.

### **Optional Forms of Payment**

The following are the optional forms of benefits under the Plan:

#### **Life Annuity**

A Life Annuity is an option for a married participant who rejects the Spousal Pension in accordance with the rules described above. This annuity provides monthly benefits continuing for the balance of the participant's lifetime.

#### **A Joint and 50%, 75%, or 100% Survivor Annuity**

Under this option, you select someone (called the "joint annuitant") to receive benefits from the Plan in the event you die before that person. The Plan will make

monthly payments to you for your lifetime and to your joint annuitant (if living) after your death. If either you or your joint annuitant dies during the period of payment, the monthly payments will be paid at 50%, 75%, or 100% (depending upon which percentage you have elected) of the initial amount paid to the participant during the lifetime of the survivor, with the last payment made on the first day of the month in which the survivor's death occurs.

The benefit will automatically increase to the Life Annuity if your Spouse predeceases you. The benefit will not increase to the Life Annuity if you get divorced or if the joint annuitant is not your Spouse.

This option is not available for Disability Retirement Benefits. Those benefits are payable only in the normal form, meaning a life annuity if you are unmarried, and a Spousal Pension if you are married.

As under the Spousal Pension, the monthly benefit during the joint lives of the participant and the Spouse or joint annuitant is reduced from what would be paid under the Life Annuity form so as to provide for a benefit to the participant's Spouse or joint annuitant if he or she survives him. Different reductions apply to the Spousal Pension depending on whether or not you retired because of disability.

### **Qualified Optional Survivor Annuity**

A Qualified Optional Survivor Annuity is an option for a married participant who rejects the Spousal Pension in accordance with the rules described above. This annuity provides for actuarially adjusted monthly pension benefit payments in a lower amount for the life of the participant and following the participant's death, a survivor annuity for the life of the participant's Spouse in an amount equal to 75% of the amount payable during the joint lives of the participant and the Spouse.

### **Social Security Option**

If you retire before 62, you can receive your early retirement pension under a Social Security level income option. This option is not available, however, if you choose your pension to be payable in the Spousal form or any form of the Joint and Survivor Annuity.

Under this option, the amount you get from the Plan takes into account the money you'll receive from Social Security. When you first retire, you'll get a higher monthly payment from the Plan. You'll continue to receive this higher amount from the date you retire until you're eligible for Social Security payments. At this point, your payments from the Plan will be reduced. This way, the amount you'll receive from Social Security plus the reduced payment from the Plan will be just about equal to the pension you were receiving before Social Security payments started. With this option, your total retirement income both from the Plan and Social Security remains level and relatively predictable from whatever date you retire. Please note that the Plan has no control over social security and the Plan will rely on the social security information you provide on calculating your benefit.

Specific information regarding monthly benefit amounts from this Plan under the Social Security Option can be secured from the Fund Office. Once the Social Security Option takes effect, it cannot be revoked.

### **Lump Sum Settlement**

If the value of your vested Accrued Benefit is less than \$1,000, the Trustees may determine to pay out your benefit to you or your beneficiary in a single lump sum instead of one of the annuity forms specified above. This provision will not apply if you have begun to receive benefits in another form.

### **Claims Procedures**

Claims for benefits under the Plan should be made in writing. You may make a claim under the Plan by communicating your request for benefits to the Fund Office. You will be notified if additional information is needed to complete the processing of your claim for benefits.

If your claim is wholly or partially denied, the Plan Administrator will provide you written notice within 90 days.

The Plan Administrator's notice that a claim is denied will explain the reasons for denial and make reference to the applicable Plan provisions. If the Plan Administrator requires additional information in order to process your claim, a description of this information will be furnished in conjunction with an explanation of why it is necessary.

If you disagree with a notice of denial of benefits, you have the right to file a written petition for review with the Plan Administrator within 60 days of receiving the notice of denial. You or your representative must state the specific reasons for making the claim. Pertinent documents and records may be reviewed by you or your representative to help you in stating your claim.

A hearing may be held after the Plan Administrator receives your petition. Within 15 days after your hearing (or 120 days if you have been notified of the existence of special circumstances), or within 15 days after the Trustees have met to review your petition, if a hearing is not requested, the Plan Administrator will notify you in writing of the final decision and the reasons for reaching this decision.

### **Appeal**

If your application for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Board of Trustees review and reconsider your application.

If you are improperly denied a pension benefit in full or in part, you have a right to file suit in federal or state court and to have legal process served upon a fiduciary. If you are successful in your lawsuit, the court may require the other party to pay your

legal costs, including attorney's fees. However, if you are unsuccessful the court may require you to pay the Plan's legal costs.

## SECTION 9

### RETURNING TO WORK AFTER RETIREMENT

The Plan contains “suspension of benefits” rules which generally prohibit a retiree from returning to work in the industry after beginning to receive a distribution from the Plan. Participants who are at least 62 years old, though, may return to work on a limited basis as described below.

If you return to work and your benefit payments are suspended, they will not begin again until you re-retire.

#### **Suspension of Benefits**

Monthly benefits will be suspended if you return to work in disqualifying employment. The specific suspension of benefits rules are different depending upon your age at the time you return to employment. Those rules are set forth below.

***You are required to notify the Fund office of any employment that could result in the suspension of benefits and the facts surrounding this employment.*** You are also required to notify the Fund Office when such employment ends. The Trustees will notify you of any suspension of benefits and you have a right to have this decision reviewed if a written request is filed with the Fund Office within 180 days of the date of notice of suspension.

Benefit payments shall resume no later than the third month following the last month of suspension. Any overpayments made during the period of suspension shall be deducted from the benefit payments once they resume.

#### **For Participants Less than Age 62**

The Plan contains suspension of benefits rules which prohibit you from drawing a retirement benefit if you have retired and then returned to work in the industry in the geographic jurisdiction of the union. This work is known as “disqualifying employment.” Disqualifying employment for those less than age 62 is relatively broad and would prevent you from receiving benefits while working in any position in any industry covered by the Plan, not just sheet metal work.

Disqualifying employment for Participants less than age 62, means employment in the construction industry in the jurisdiction of the union. Disqualifying employment for Participants age 62 and older is different. You may request a decision from the Board of Trustees as to whether certain types of work will constitute disqualifying employment described in the next section.

Under a special exception to these rules, disqualifying employment does not include certain work performed in the months of May through October. In those months, you may work up to 200 hours for a contributing employer in a position for which contributions are required to the Plan. In the other months of the year, your benefits will be suspended if you perform any disqualifying employment.

Under another special exception to these rules, if you have retired and are less than 62 years old, you may work up to forty (40) hours per month for a Sheet Metal Union affiliated apprenticeship program without suffering a suspension of benefit payments.

The Plan will suspend your monthly payment for each month in which you work in disqualifying employment. If your periodic benefit payment is made less frequently than monthly, the pro rata equivalent of one month's benefit will be suspended for each month of disqualifying employment.

***You must notify the Fund Office if you will be working in possible disqualifying employment.*** If you fail to do so, your benefits will be suspended for an additional six months after you cease disqualifying employment, or, if earlier, until the date you reach age 62.

### **For Participants Age 62 and Older**

The Plan contains different suspension of benefits rules for Participants age 62 and older. Disqualifying employment for this group is employment or self-employment that is (1) in an industry covered by the Plan when the Participant's pension payments began, (2) in the geographic area covered by the Plan when the Participant's pension payments began, and (3) in any occupation in which the Participant worked under the Plan at the time the Participant's pension payments began. However, if a Participant worked in covered employment only in a skilled trade or craft (such as sheet metal work), employment or self-employment will be disqualifying employment only if it is work that involves the skill or skills of that trade or craft directly or, in the case of supervisory work, indirectly. In any event, work for which contributions are required to be made to the Plan will always be disqualifying employment.

Disqualifying employment does not include any work of less than 40 hours in a month, or work of up to 200 hours per months performed for a contributing employer in the months of May through October, so long as that work is in a position for which contributions are required to the Plan.

***You must notify the Fund Office if you will be working in possible disqualifying employment.***

### **Detailed Suspension of Benefits Rules Available from Fund Office**

This booklet contains a summary of the suspension of benefits rules followed by the Plan. You may request a detailed description of the rules from the Fund Office. Those detailed rules contain information regarding your right to appeal a suspension of

benefits and how benefit payments will commence following a suspension.



## SECTION 10

### IN THE EVENT OF YOUR DEATH

While the Plan is intended to provide for your needs during retirement, if you should die, additional benefits may be payable to your beneficiary(ies).

- If you are married, your Spouse is automatically your beneficiary unless you specify otherwise and your Spouse agrees in writing to that change.
- You may change your beneficiary at any time by completing forms available from the Fund Office. You must use those forms – other forms will not be valid for changing your beneficiary.
- If you designate a beneficiary and your relationship with that person changes after the designation and before your death, the designation will be considered invalid and you must re-designate a person to be your beneficiary.

#### Death Benefit

If you have earned at least one (1) Pension Credit, in the event of your death prior to your retirement and before you begin receiving benefits under the Plan, your beneficiary will be entitled to a death benefit.

There are two types of pre-retirement death benefits under the Plan (only one of which will be paid):

1. A death benefit equal to 100% of employer contributions for the highest ten (10) years of contributions, less the total of any payments to the Participant from the Plan. This benefit is payable if you are not vested or if you have not been married for one year at your date of death, regardless of vesting.
2. A 100% survivor annuity. This benefit is payable to your surviving Spouse if you are vested at the date of death and have been married for one year.

The survivor annuity is automatically paid for the life of the Spouse. Benefits commence on the first day of the month following date of death or when the participant would have reached age 55 had he lived, if later. If elected, the death benefit described in 1, above, will be paid in a lump sum.

The survivor annuity as determined above is equal to the Accrued Benefit adjusted for early retirement at the later of the date of death or the date the participant would have attained age 55 and then reduced as if the Joint and 100% Survivor Annuity had been elected. The value of the benefit must at least equal the death benefit based on the highest 10 years of employer contributions.

Upon election by the Spouse, the benefits payable under the Joint and 100% Survivor Annuity may be paid in an actuarially equivalent lump sum, at any time following the Participant's death. If the Spouse elects the lump sum, the Spouse may roll it over to another qualified retirement plan or an individual retirement account. The rollover benefit is also available for a non-Spouse beneficiary. In that case, a non-Spouse beneficiary may rollover their benefit to an eligible individual retirement account. The Spouse should contact the Fund Office for details and the proper election forms.

If death occurs after actual retirement for a pensioner on a Life Annuity (but not a Spousal or joint and Survivor Pension), the death benefit will be equal to the highest 10 years of employer contributions, less the sum of benefits paid to the pensioner.

### **Beneficiary Designation**

In the event that you die, additional benefits may be payable to your beneficiary, pursuant to the form of benefit you elected. You must complete and file with the Trustees a signed Designation of Beneficiary form available from the Fund Office. This is the only form that will be accepted to make a valid beneficiary designation. You may name an individual, your estate, a trust, or any other legal entity as your beneficiary. You may not name your employer or the Union as your beneficiary. You may change your beneficiary at any time.

If you are married, the designation of a beneficiary other than your Spouse is not valid unless your Spouse has waived the right to benefit payments in writing and on the proper consent form which must be witnessed by a representative of the Plan or a notary public.

If your relationship to your beneficiary changes, your designation will no longer be valid. For example, if you designate Jane Doe, your Spouse, as your beneficiary, that designation will be valid so long as Jane remains your wife. If you are divorced, the designation will no longer be valid.

If there is no valid beneficiary designation, or if your beneficiary dies before you your benefit will be paid equally to the first surviving member(s) of the following classes of people:

- Your Spouse
- Your children
- Your parents
- Your brothers and sisters
- Your estate

### **Changing Your Beneficiary Designation**

You can change the beneficiary at any time by completing a Change of Beneficiary form provided by the Fund Office. This is the only form which will be accepted to make a valid change of your beneficiary.

## SECTION 11

### PAYING TAXES ON YOUR BENEFITS

Your benefits in the Plan accumulate on a tax-deferred basis until you receive a distribution. This means you pay no taxes on benefits earned in the Plan until a distribution is made.

You should always consult with a professional tax adviser before you request a distribution from the Plan

#### **Taxation of Distributions from the Plan**

Whenever you receive a distribution from the Plan, it will normally be subject to taxation as ordinary income. When you receive a distribution, the Plan Administrator will deliver to you an explanation of withholding and rollover options on your distribution. You should, however, consult a qualified tax advisor before making your choice to receive benefits and your decision regarding the form in which they should be paid to you.

With certain types of distributions generally not available from this type of Plan (e.g., lump sum payments and distributions expected to last less than ten years), the Plan Administrator is required to withhold 20% of the benefit amount for the payment of taxes. This amount is paid to the IRS (just like your employer pays taxes withheld from your wages) and is a credit when you calculate your income tax due.

## SECTION 12

### YOUR RIGHTS UNDER ERISA

The Plan operations are governed by federal law. One of those laws, known as ERISA, provides participants and their beneficiaries with specific rights regarding the benefits they earn in the Plan. This section of the booklet describes some of those rights and the methods you may use to enforce them, if necessary.

As a participant in the Sheet Metal Workers' Local 10 Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may apply 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 and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

## SECTION 13

### PRIOR PLAN PROVISIONS

The Plan is the successor of two Prior Plans covering participants in Minneapolis and St. Paul Local Unions. Certain rules from those prior plans carry forward. Those rules are described below.

#### PRIOR PLAN PROVISIONS

As a result of the merger between the Prior Plans, Pension Credits, vesting service and employer contributions from the Minneapolis Plan and the St. Paul Plan are carried over to this Plan.

The following is a brief summary of some of these major items:

- Your monthly benefit determined under the Prior Plan is added to the monthly pension determined under this Plan to determine your total monthly benefit.
- Your Pension Credits under the Prior Plans are added to the Pension Credits under this Plan to determine benefit eligibility.
- Your vesting service under the Prior Plans is added to the vesting service under this Plan to determine your vested status.

For example, if you had six (6) Years of Vesting Service under the Prior Plans and have four (4) Years of Vesting Service under this Plan, you would be 100% vested.

- If you had ten (10) Years of Vesting Service under the Prior Plans, you are 100% vested in pension benefits accumulated from the Prior Plans as of September 1, 1986 and 100% vested in any pension benefit accumulated thereafter under this Plan.
- If you were a participant in the Minneapolis Plan and have five (5) to nine (9) Years of Vesting Service under that Plan, you retain the partial vesting of your accumulated pension benefits as of September 1, 1986. The vested percentage of the accumulated pension benefits as of September 1, 1986 would not change until you have a total of ten (10) Years of Vesting Service. Also, any pension benefits accumulated under this Plan do not vest until you have ten (10) Years of Vesting Service.

For example, if you had seven (7) Years of Vesting Service on September 1, 1986, you are 35% vested in your accumulated pension benefit as of September 1, 1986. This percentage will not change until you have earned a total of ten (10) Years of Vesting Service. Further, pension benefits accumulated under this Plan will not be vested until you have earned a total of ten (10) Years of Vesting Service.

If you had five (5) or more Years of Vesting Service on September 1, 1986, you can elect to remain under the old vesting schedule.

- If you were a participant in the Minneapolis Plan and had accumulated Pension Credits in the Hour Bank, these credits can only be applied to increase Pension Credits prior to September 2, 1986.
- Pension Credits, vesting service and all other service definitions will be combined under this Plan and the Prior Plans to determine your status under this Plan. Certain transitional rules apply to Pension and Vesting Credits in the first year. Because future Pension and Vesting Credits are measured from September 2, 1986, it is possible that these credits would be reduced in the first year over what they would have been prior to the merger. The Plan provides for minimum credits in the first year. However, no more than one credit is granted in any twelve month period.

As a result of the merger, certain benefits from the Prior Plans are changed or are no longer payable.

- The pre-retirement death benefit is now equal to the ten (10) highest years of Employer Contributions. Employer Contributions under the Prior Plans are added to Employer Contributions under this Plan to determine the death benefit. There is no minimum death benefit retained from the Prior Plans.
- The cash severance benefit has been eliminated. There is no cash severance benefit payable under this Plan, but a minimum cash severance benefit has been retained from the Prior Plans, for participants who are not eligible to receive any benefit under this Plan. In this case, service before and after the merger is counted in determining qualifications for the cash severance benefit, but the benefit itself is based only on a portion of Employer Contributions made through September 1, 1986.

If you were a participant in the Prior Plans, and for some reason, are not eligible to receive benefits under this Plan, the provisions of the Prior Plans would apply for any possible benefit entitlements.