

**SHEET METAL WORKERS LOCAL NO. 46**

**ANNUITY FUND**

**SUMMARY PLAN DESCRIPTION**

**January 1, 2017**

**Sheet Metal Workers Local No. 46 Annuity Fund**

Effective January 1, 2017

A “defined contribution profit sharing” Plan

Plan Number: 002

Employer I.D. Number: 16-1168659

Plan Year: July 1 through June 30

**PLAN SPONSOR**

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No. 46 Annuity Fund  
244 Paul Road  
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**PLAN ADMINISTRATOR**

The Board of Trustees is considered the “Plan Administrator”. The Plan is administered on behalf of the Trustees through the

Annuity Fund Office  
244 Paul Road  
Rochester, New York 14624

**AGENT FOR THE SERVICE  
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Pension Plan termination insurance provided to certain pension plans by the Pension Benefit Guaranty Corporation is not available to this plan because it is a “profit sharing” plan.

**The Annuity Fund Office  
244 Paul Road  
Rochester, New York 14624  
Telephone: (585) 458-0400**

January 1, 2017

Dear Participant:

The purpose of this booklet (Summary Plan Description) is to describe the benefits available to you as a Participant in the Sheet Metal Workers Local No. 46 Annuity Plan. We suggest you read it thoroughly and carefully, so that you will understand the Plan and its many benefits. You may obtain further information from the Annuity Fund Office if you have any questions after reading this booklet.

In the next few pages, you will be given answers to questions which we think will first come to your mind and which will give you, in non-technical language, an outline of the most important provisions of the Plan. Although we believe the question-and-answer section describes the Plan faithfully, the Plan must govern, of course, in case of any conflict.

Benefits from this Plan, together with benefits from your Pension Plan and Social Security, hold out the promise of a very comfortable retirement -- a just reward after a long and productive career. As your Trustees, we pledge to do all that we can to assure that the expectations that we all have for this Plan are realized.

Sincerely,

**BOARD OF TRUSTEES,  
SHEET METAL WORKERS LOCAL NO. 46 ANNUITY  
FUND**

### **IMPORTANT NOTICE**

In the event there appears to be a conflict between the description of any Plan provisions in this booklet and its statement in the Annuity Plan itself (which can be inspected at the Plan Office), the language contained in the Annuity Plan is the official and governing language.

Nothing in this booklet is meant to interpret or extend or change, in any way, the provisions expressed in the Plan. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

### **CAUTION**

This booklet and the personnel at the Plan Office are authorized sources of Plan information for you. The Trustees of the Plan have not empowered anyone else to speak for them regarding the Annuity Plan. No employer, Union representative, supervisor, or shop steward is in a position to discuss your rights under this Plan with authority. No oral statements by Plan personnel or any other Plan representative may modify in any respect the written terms of the Plan.

### **COMMUNICATIONS**

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Fund Manager or Trustees. You will then receive a written reply, which will provide you with a permanent reference. As a courtesy to you, the Fund Office may respond orally to questions; however, oral information and answers are not binding on this Plan and cannot be relied on in any dispute concerning your benefits.

You should further understand that, from time to time, there may be an error in a statement you receive that may be corrected upon audit or review. The Board of Trustees has the right to make corrections whenever any error is discovered.

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## **GENERAL**

### **1. WHAT IS AN ANNUITY PLAN?**

The Annuity Plan is a defined contribution, profit sharing plan intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act, and title 29 of the Code of Federal Regulations Section 2550. 404c-1. The fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by participants or beneficiaries.

### **2. DOES THIS ANNUITY PLAN ONLY PROVIDE RETIREMENT BENEFITS?**

No. Your accumulated contributions and interest could be used to provide a pension to you when you retire; or they could be paid to you in other ways, as explained later.

## **EFFECTIVE DATE**

### **3. WHEN DID THE PLAN START?**

The Plan started on July 1, 1981. This Summary Plan Description summarizes the terms of the Plan effect on January 1, 2017.

## **PLAN YEAR**

### **4. WHAT IS THE PLAN YEAR?**

The Plan Year runs from July 1st to June 30th of each year.

## **PARTICIPATION IN THE PLAN AND VESTING**

### **5. WHO IS COVERED BY THE PLAN?**

An employee becomes a participant in the Plan on the first day that his or her employer becomes obligated to make contributions to this Fund on his or her behalf. Officers and employees of the Sheet Metal Workers Local No. 46 Union and employees of the Sheet Metal Workers Local 46 Health Fund may also be covered pursuant to written participation agreements between this Plan and the Union.

6. **DO I HAVE A CHOICE OF PARTICIPATING IN THE PLAN?**

No. In order to get favorable tax status, everyone covered by an applicable collective bargaining agreement has to participate in the Plan.

7. **DO I RECEIVE CREDIT FOR PERIODS OF MILITARY SERVICE?**

You may be entitled to have contributions made on your behalf for certain periods of military service as required by federal law.

8. **WHAT IS MEANT BY “VESTED”?**

A “vested” employee is one who has a non-forfeitable right to his or her individual account, that is, the right to receive distributions from his or her Individual Account upon retirement, death, disability, or “termination of employment.”

9. **WHEN AM I VESTED?**

You are always fully vested in the amounts credited to your Individual Account.

**CONTRIBUTIONS**

10. **WHO CONTRIBUTES TO THE PLAN AND HOW MUCH?**

Your employers are required to make contributions on your behalf in accordance with the terms of the collective bargaining agreement negotiated by the Union (or the terms of an applicable participation agreement).

11. **MAY I MAKE ADDITIONAL VOLUNTARY CONTRIBUTIONS TO THE PLAN?**

Yes. The Plan permits participants to make voluntary contributions to the Plan. Federal law provides that the sum of all voluntary contributions to a participant’s account and all employer contributions to the participant’s account in a year generally cannot exceed the lesser of 100% of compensation and \$53,000. The Commissioner of Internal Revenue Service may adjust these numbers.

All voluntary contributions are accounted for separately and receive their share of all investment gains or investment losses experienced by the Fund. These contributions are not deductible for Federal income tax purposes. Participants may make voluntary contributions once each quarter in an amount not greater than 10% of the participant’s compensation during the preceding three months. If a participant wishes to make additional contributions at the end of a Plan Year and has not exceeded the limitation imposed by federal law, the participant may make a lump sum contribution of any amount which does not cause the limitation to be exceeded. When the

participant becomes entitled to receive benefits from the Fund, the participant's voluntary contributions (and the earnings on them) will be included in the benefits paid.

**12. DOES THE PLAN ACCEPT ROLLOVER CONTRIBUTIONS FROM OTHER RETIREMENT PLANS?**

With the Trustees approval, and your timely compliance with this Plan's rollover procedures, you may roll over to this Plan all or any portion of an eligible rollover distribution that you receive from another eligible retirement plan. The eligible rollover distribution may be either a direct rollover (trustee-to-trustee transfer) from the other eligible retirement plan to this Plan or it may be an Indirect rollover (trustee-to-participant-to-trustee transfer) from the other eligible retirement plan to you that is rolled over to this Plan within 60 days after it is received by you from the other eligible retirement plan. The transferred funds are credited to a rollover account that will be invested by you in the same manner as the other monies in your investment account.

**THE ANNUITY FUND – INDIVIDUAL ACCOUNTS**

**13. WHAT HAPPENS TO THE MONEY CONTRIBUTED FOR ME?**

Contributions actually made by your employer and received by this Fund for the hours you work, along with any voluntary contributions and rollover contributions that you make, are credited to the appropriate sub-account within your account. You have the exclusive authority to direct the investment of all contributions and investment returns credited to your account.

**ALLOCATIONS TO ACCOUNTS**

**14. WHAT INVESTMENT OPTIONS DO I HAVE FOR MY ACCOUNT?**

Each Participant will direct the investment of contributions made on his or her behalf and any earnings thereon. The following investment model options are available as of January 1, 2017:

<b>Fund Type</b>	<b>Investment Option Name</b>
Stable Value	Guaranteed Income Fund
Fixed-Income	Core Plus Bond Fund
Variable Return	Manning & Napier Target 2020 Manning & Napier Target 2035 Manning & Napier Target 2045 Manning & Napier Target 2050 Manning & Napier Target 2055 Manning & Napier Target Income
Balanced	Manning & Napier Pro-Mix Conservative Term Fund Manning & Napier Pro-Mix Moderate Term Fund

	Manning & Napier Pro-Mix Extended Term Fund Manning & Napier Pro-Mix Maximum Term Fund
Large-Cap Stock	Dryden S&P 500® Index Fund American Funds Growth Fund of America R4
International Equity	American Funds EuroPacific Growth Fund

If you do not make your own investment elections for your account, your contributions will automatically be invested in the Manning & Napier Pro-Mix Moderate Term Investment.

The Trustees strongly recommend that you attend any one of the ongoing investment education seminars offered by the Annuity Fund before you enroll in the self-directed investment program. At the time you enroll for investments in the above-referenced options, or any other time upon request, you will be provided information regarding the investment so that you can intelligently review or modify your decisions.

Once you have enrolled, you will be issued a PIN number. You use this number to access account valuation information or to engage in any other transaction. Each option is valued on a daily basis. You may elect at any time to transfer your existing account balance to another option. Reasonable efforts will be made to implement your investment decisions promptly.

**CAUTION:** No investment can guarantee a rate of return or guarantee your principal against loss.

15. **WHO PAYS FOR ADMINISTRATION EXPENSES?**

Expenses and fees are paid in accordance with the prospectuses and controlling documents of the Plan's investment options. Fund administrative expenses and fees are also paid from contributions and Plan assets. Each participant's account is assessed a \$20 annual administrative fee, which is deducted directly from the account on July 1 of each year. For those participants with account balances that have accumulated \$5,000, an additional \$20 per month administrative fee is assessed and deducted directly from the account on a monthly basis, regardless of whether the account balance is subsequently reduced below \$5,000. These amounts are subject to change.

16. **HOW CAN I TELL HOW MUCH IS IN MY ACCOUNT?**

You will be furnished with a quarterly statement showing the credits and charges to your account during the quarter as well as the performance of the various investment options that you have selected. You may also obtain information about your investments or access your account information on the Internet at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement) or by calling the toll-free 24-hour Interactive Voice Response Service at 877-778-2100.

## **BENEFITS**

### **17. WHEN MAY I COLLECT RETIREMENT BENEFITS FROM THIS PLAN?**

You are eligible to receive retirement benefits under this Plan at your early retirement date (age 55) or at your normal retirement date (age 62), provided you stop working in covered employment. You are also eligible to receive retirement benefits if you stop working in covered employment due to your total and permanent disability. To receive such a benefit, you must have a physical or mental condition resulting from bodily injury, disease or mental disorder, which causes you to be incapable of continuing in any gainful occupation. Any determination of whether a participant is disabled will be made by the Board of Trustees based on the evidence submitted to the Board, including any certification of the participant's disability from a licensed physician approved by the Trustees.

### **18. WILL I BE PAID EVERYTHING IN MY ACCOUNT?**

Benefits payable to you (or your beneficiary in the event of your death) are based on the entire balance in your account valued as of the end of the month before payment is made. Any contributions made to your account after that date are also distributed to you. Your benefits may be made in a number of different ways, as explained below.

### **19. MAY I MAKE A WITHDRAWAL FROM MY ACCOUNT TO PAY FOR A COLLEGE EDUCATION?**

Yes. If you have been a Participant in this Plan for at least 60 consecutive months, you may apply for an educational benefit distribution to pay the cost of approved educational expenses, such as (1) tuition and fees, room and board, and required books and supplies incurred by you, your spouse, or your dependents at an educational institution authorized to provide instruction for full credit towards a Bachelor's or higher degree; or (2) repayment of student loans taken while you, your spouse, or your dependents were enrolled in an educational institution authorized to provide instruction for full credit towards a Bachelor's or higher degree, for periods of enrollment ending after January 1, 2005. Your educational benefit distributions may be made according to the billing method used by your educational institution. For example, if you are billed for tuition on a trimester basis, your distributions may be made three times per year. However, if you are making repayments on student loans that qualify for an educational benefit distribution on a monthly basis, your distributions may be made no more frequently than quarterly.

The amount of the educational benefit may not exceed the lesser of the amount required to pay the cost of the approved expenses, up to a maximum of \$20,000 per school year, or the balance accumulated in your account, less the sum of any prior distributions. However, your account balance may not be reduced to less than \$300 as a result of receipt of an Educational Benefit. Your application must include copies of all bills and receipts for educational expenses at the time the request for an educational benefit distribution is made. For educational benefit distributions

made for repayments on student loans, you will be required to submit proof of payment on the student loan before any distribution can be made. The Trustees will not authorize a distribution for more than the stated amount on such bills or receipts submitted to the Fund Office. If the Trustees approve your application for an educational benefit, you will receive the benefit following the submission of your properly completed application and processing by the Fund Office.

If you are married, you may not receive an educational benefit distribution unless both you and your spouse file a Qualified Election waiving payment of all pre-retirement and post-retirement survivor benefits otherwise payable from your account. The waiver will apply solely to the portion of your account that is actually paid to you as an educational benefit and will not apply to any other portion of your account.

**20. CAN I RECEIVE A DISTRIBUTION FROM THE PLAN IN THE EVENT OF A FINANCIAL HARDSHIP?**

The Annuity Plan also permits hardship distributions. Under certain circumstances you may elect to withdraw any amount from your account, but not more than the lesser of \$25,000 and your Account value. You may not take a hardship withdrawal more frequently than once every 6 months.

There are certain other eligibility requirements that you must meet for a hardship distribution. However, your account balance may not be reduced to less than \$300 as a result of receipt of a hardship distribution to allow for payment of monthly administrative costs. In order to receive a hardship distribution you must certify in writing that you need the money to meet an immediate and heavy financial need such as medical expenses, purchase of a primary residence, payment of rent to avoid eviction, payment of mortgage to avoid foreclosure, payment of a car loan or purchase of an automobile which is essential to your ability to commute to work, expenses for repair or damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code, or payments for burial or funeral expenses for your deceased parent, spouse, children or dependents. Other reasons may also be acceptable if proven to the Trustees' satisfaction that a hardship exists. The expense must be yours, your spouse's, your child's, or other dependent's.

You must also demonstrate your inability to meet the financial need from other sources. This can be done in one of two ways. The first way is for the Trustees to determine that your financial need cannot be relieved by any of the following:

- a. reimbursement through insurance;
- b. reasonable liquidation of assets;

- c. obtaining distributions and non-taxable loans from all other deferred compensation plans; or
- d. borrowing from commercial sources.

An alternative way of demonstrating your inability to meet the need from other sources is by demonstrating that:

- a. you have obtained all distributions and non-taxable loans from other deferred compensation plans;
- b. you have suspended all salary deferral contributions which you may make to any cash or deferred arrangement in which you participate for a period of one year; and
- c. you agree not to make any further salary deferral contributions in the current year and the succeeding calendar year.

There are other rules which apply to hardship distributions. The Fund Manager can explain these rules and provide you with the necessary forms you must complete to receive a hardship distribution.

All hardship distributions are made in a single sum. You will have to obtain your spouse's consent (if you are married) just as if this were any other lump sum distribution, regardless of the amount you request.

The amount of the hardship distribution may be any amount up to the amount necessary to relieve your financial hardship (but not more than the lesser of \$25,000 or the value of your Annuity Account).

**21. ARE THERE ANY PAST SERVICE BENEFITS UNDER THIS PLAN?**

No. There is no source of money to pay benefits based on service or Union membership before this Plan started.

**22. DO I HAVE TO WAIT FOR RETIREMENT TO START COLLECTING BENEFITS FROM THIS PLAN?**

Not necessarily. Benefits may be paid to you (or your beneficiary in case of death) if you stop working in covered employment, regardless of your age at the time you stop work, and regardless of your reason for stopping work. For instance:

Death: In the event of your death, your spouse will automatically receive a benefit equal to 50% of the value of your account. Your designated beneficiary will receive the

remaining 50% of your account. If you name your spouse as your designated beneficiary he or she will automatically receive a benefit equal to 100% of the value of your account.

Disability: If you become disabled and are permanently unable to work in any gainful employment, your benefits will be payable to you.

Termination of Participation: Your participation in the Fund will be considered to have terminated and a benefit will be payable if either of the following apply:

1. If you have not worked more than 240 hours in covered employment in any six-month period because of disability or poor local economic conditions, you may receive the lesser of your account balance or \$10,000.00. You must also have qualified for New York State Unemployment Benefits and have applied to the Fund for a termination benefit within 30 days after you meet these requirements.
2. If you have not worked in covered employment for a period of 12 calendar months and no contributions have been made on your behalf during that time, you may receive a termination benefit if:
  - (i) You had been a member of Sheet Metal Workers Local No. 46, but are no longer a member at the end of the 12-month period; or
  - (ii) You are a member of Sheet Metal Workers Local No. 46, but are no longer registered for employment under the referral procedures in the collective bargaining agreement.

You may elect to receive payment of the termination benefit in the following manner: (a) lump sum payment of the entire amount of the Termination Benefit; or (b) partial payment of the Termination Benefit in an amount determined by you (but not less than \$1,000.00) to be paid no more frequently than quarterly. However, your account balance may not be reduced to less than \$300 as a result of receipt of a partial termination benefit to allow for payment of monthly administrative costs.

**CAUTION:** Before requesting any payments, consult your tax advisor to be sure that receipt of such payments creates no unfavorable tax consequences for you. The most favorable tax advantages are usually obtained by waiting until your retirement before you receive annuity benefit payments.

23. **MAY I TRANSFER A DISTRIBUTION FROM THIS PLAN DIRECTLY INTO ANOTHER QUALIFIED RETIREMENT PLAN OR TO AN INDIVIDUAL RETIREMENT ACCOUNT?**

All or part of some distributions may be transferred directly from this Plan to another qualified retirement plan, an individual retirement account ("IRA"), a 403(b) Annuity Plan, or a 457(b)



eligible plan maintained by a State or by a political subdivision of the State. These are referred to as eligible rollover distributions. Eligible Rollover Distributions also include distributions made to a non-spouse if directly transferred to an IRA and the transferee IRA is treated as inherited.

If you make a direct transfer of an eligible rollover distribution you generally will not be liable for income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution. Even if you do not make a direct transfer of an eligible rollover distribution, you can generally avoid paying income taxes on distribution if you pay that amount to another qualified retirement plan or IRA within 60 days after you receive it. However, in that case, the Plan must withhold taxes from the distribution made to you.

### **FORM OF BENEFITS**

#### **24. DO I HAVE A CHOICE OF HOW MY RETIREMENT BENEFITS ARE PAID TO ME?**

Yes. However, that choice is subject to special rules if you are married. If you are married at retirement, and you and your spouse do not elect otherwise, the Fund must pay your benefits in the form of a 50% Joint and Survivor Annuity. The 50% Joint and Survivor Annuity provides lifetime monthly annuity payments for you, and upon your death, a lifetime monthly annuity to your spouse equal to 50% of the monthly amount paid to you.

#### **25. HOW DO MY SPOUSE AND I SELECT ANOTHER PAYMENT OPTION?**

The Fund Office will provide you with a written explanation of the 50% Joint and Survivor Annuity no less than 30 days before the date payments begin. Such written explanation will include the terms and conditions of the 50% Joint and Survivor Annuity; your right to make, and effect of, an election to waive the 50% Joint and Survivor Annuity; the rights of your spouse; and the right to make, and the effect of, a revocation of a waiver.

If you and your spouse do not want to receive benefits in the 50% Joint and Survivor form, you may elect to receive benefits under the Optional 75% Joint and Survivor Annuity form, the installment option, or the lump-sum payment option.

#### **26. WHAT IS THE OPTIONAL 75% JOINT AND SURVIVOR ANNUITY?**

If you and your spouse elect the "Optional 75% Joint and Survivor Annuity," your monthly benefit will be reduced from the regular Joint and Survivor Annuity form, so your spouse may receive 75% of your monthly benefit every month for as long as your spouse lives after you die. The amount of the reduction will be determined based on your age and your spouse's age at the time your benefits commence.

27. **WHAT IS THE INSTALLMENT OPTION?**

If you choose the installment option, the net balance in your account is paid in annual or monthly installments over a period of not more than 10 years. Installments are, insofar as possible, paid in equal amounts, but the unpaid balance in your account each year during the payout period continues to share in any allocation of investment gains or losses. You are limited to one annual installment per Plan Year from your account. If you request two annual installments from your account within the same Plan Year, your request will be considered one for a lump-sum payment and your entire account will be distributed to you. If you die before you receive everything in your account, whatever remains unpaid at your death goes to your beneficiaries.

28. **WHAT IS THE LUMP SUM OPTION?**

Under this option, the Fund pays your account balance to you or your beneficiary in a single lump sum. In the event the balance in your account (excluding any rollover contributions) does not exceed \$1,000.00, your benefit will automatically be paid in the form of a lump sum even if you are married.

29. **IF I AM UNMARRIED, WHAT ARE MY PAYMENT OPTIONS?**

If you are unmarried at retirement, your choice of benefit payment is limited to two options, a lump sum or installments, both of which are explained above.

30. **IF I RETURN TO WORK FOR A CONTRIBUTING EMPLOYER WHILE RECEIVING BENEFIT PAYMENTS, WHAT HAPPENS?**

Benefit payments to you would stop, and the remaining unpaid balance would stay in your account. Contributions made for you by your employer would again be credited to your account, as for any other employee.

31. **IS THERE A CERTAIN AGE WHEN I MUST BEGIN TO RECEIVE BENEFITS FROM THIS PLAN?**

Under current tax laws, you must begin to receive your retirement benefits by April 1 of the calendar year following the calendar year in which you attain age 70-1/2.

**DESIGNATION OF BENEFICIARY**

32. **WHO RECEIVES MY BENEFITS IF I DIE PRIOR TO RETIREMENT?**

If you are married, your spouse will automatically receive a benefit equal to 50% of the value of your Individual Account upon your death. Your designated beneficiary will receive the remaining

50% of your account. If you name your spouse as your designated beneficiary, he or she will automatically receive a benefit equal to 100% of the value of your account.

If you are unmarried, any beneficiary you designate will receive your death benefits. Beneficiary designation forms are available at the Fund Office for use in naming your beneficiary.

### **APPLYING FOR BENEFITS**

**33. DO I HAVE TO FILE AN APPLICATION TO OBTAIN ANNUITY BENEFITS?**

Yes. You must file a written application with the Board of Trustees. The Trustees have the right to request you to supply any information or proof they need to determine your eligibility for benefits. You should contact the Fund Office to obtain an application form.

**34. WHEN DO ANNUITY BENEFITS BEGIN?**

If you have satisfied all the requirements of the Annuity Plan, including filing an application, your benefit payments usually will begin on the first day of the month after the month you file your application. This first day is your "Normal Annuity Date."

**35. WHAT HAPPENS IF MY APPLICATION FOR BENEFITS UNDER THE PLAN IS DENIED?**

#### **Initial Adverse Benefit Determinations**

##### Claims other than Disability Benefit Claims

If your claim for benefits is denied in whole or in part for any reason, then within 90 days after this Plan receives your claim, this Plan will send you written notice of its decision, unless special circumstances require an extension, in which case the Plan will send you written notice of the decision no later than 180 days after the Plan receives your claim. If an extension is necessary, you will be given written notice of the extension before the expiration of the initial 90-day period, which will indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination.

The Plan's written notice of its decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary (if applicable); and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review.

### **Disability Benefit Claims**

If your claim for disability pension benefits is denied in whole or in part for any reason, then within 45 days after this Plan received your claim, this Plan will send you written notice of its decision. This period may be extended for up to two 30-day periods due to matters beyond the control of the Plan. For any extensions, the Plan will provide advance written notice indicating the circumstances requiring the extension and the date by which the Plan expects to render a decision. Any notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues (if any), and you will be afforded at least 45 days within which to provide specified information (if applicable).

The Plan's written notice of its decision regarding a disability pension claim will include the information described above in regard to non-disability benefit claims. In addition, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, the notice will provide either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request.

### **Appeal of Adverse Benefit Determinations**

If you are not satisfied with the reason or reasons why your claim was denied, then you may appeal to the Board of Trustees. To appeal, you must write to the Trustees within 60 days (180 days in the case of disability benefit claims only) after you receive this Plan's initial adverse benefit determination. Your correspondence (or your representative's correspondence) must include the following statement: "I AM WRITING IN ORDER TO APPEAL YOUR DECISION TO DENY ME BENEFITS. YOUR ADVERSE BENEFIT DETERMINATION WAS DATED \_\_\_\_\_, 20\_\_." If this statement is not included, then the Trustees may not understand that you are making an appeal, as opposed to a general inquiry. If you have chosen someone to represent you in making your appeal, then your letter (or your representative's letter) must state that you have authorized him or her to represent you with respect to your appeal, and you must sign such statement. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to communicate about your situation to someone unless they are sure he or she is your chosen representative.

You will have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition, with regard to disability claims: (1) the review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the plan who is neither the individual who made the adverse benefit determination nor the subordinate of such individual; (2) insofar as the adverse benefit determination is based on medical judgment, the Board will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (3) such health care professional will not be the individual, if any, who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual; and (4) medical or vocational experts whose advice was obtained on behalf of the plan, without regard to whether the advice was relied upon in making the adverse benefit determination, will be identified.

### **Determinations on Appeal**

The Trustees at their next regularly-scheduled meeting will make a determination of the appeal. However, if the appeal is received less than 30 days before the meeting, the decision may be made at the second meeting following receipt of the request. If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is made. Before an extension of time commences, you will receive written notice of the extension, describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination not later than 5 days after the determination is made.

If your appeal is denied, the Plan's written notice of the Board's decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

In addition, for disability pension claims, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, the notice will provide either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge upon request.

The Trustees' final decision with respect to their review of your appeal will be final and binding upon you, since the Trustees have exclusive authority and discretion to determine all questions of eligibility and entitlement under this Plan. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, then you may start a legal action against this Plan. However, no legal action may be commenced or maintained against this Plan more than 90 days

after the Plan Trustees' final decision on appeal is deposited in the mail to the Participant's or Beneficiary's last known address.

**36. CAN I SELL, ASSIGN, OR PLEDGE MY RIGHT TO BENEFITS?**

No. Benefits cannot be sold, assigned or pledged to anyone, nor can they be security for a loan. Under most circumstances, they are not subject to attachment or execution under any court order unless they are in pay status.

Benefits may be subject to a qualified domestic relations order (QDRO). If the Fund receives a domestic relations order seeking benefits under the Plan, the Fund Office will immediately refer the order to Fund Counsel for assistance in determining whether the order is a QDRO pursuant to ERISA. If the Order is determined to be a QDRO, the Fund Office will determine the dollar amount payable to each person named in the order and will pay the amounts accordingly. A copy of the Plan's QDRO procedures may be obtained from the Fund Office without charge, upon your request.

**TERMINATION OF THE PLAN**

**37. WILL THIS PLAN ALWAYS BE IN EFFECT?**

The Annuity Plan was negotiated as a permanent program; however, it could be terminated at any time in the future through collective bargaining negotiations or by the Trustees; but only with the consent of the Union and the employers.

**38. WHAT HAPPENS TO MY ACCOUNT IF THE PLAN IS TERMINATED?**

Administration expenses, including expenses of terminating the Plan, would be allocated and deducted from participants' accounts. The remaining balance in each participant's account would then be paid out to each participant in a lump sum.

**MISCELLANEOUS**

**39. HOW DO I KNOW IF A PARTICULAR CONTRACTOR HAS TO CONTRIBUTE TO THE PLAN?**

Write to the Annuity Fund Office. You will be advised as to whether any particular contractor is a party to an agreement that requires him to make contributions to the Fund.

**40. WHERE CAN I EXAMINE A COPY OF THE COLLECTIVE BARGAINING AGREEMENT?**

A copy of the collective bargaining agreement may be examined at any time during regular business hours at the Annuity Fund Office.

**41. WHAT HAPPENS IF I RECEIVE BENEFITS BY MISTAKE?**

If you, or a third party, are paid benefits from the Fund in an improper amount or otherwise receive Plan assets not in compliance with the Plan (hereinafter overpayments or mistaken payments), the Fund has the right to start paying the correct benefit amount in accordance with the Plan. In addition, the Trustees have the right to recover any overpayment or mistaken payment made to you or to a third party. The person receiving the overpayment or mistaken payment must pay back the overpayment or mistaken payment to the Fund with interest at 2% per month. The Fund may recover those monies by reducing other benefit payments made to you or on your behalf, by commencing a legal action, or by any other methods as the Trustees, in their discretion, determine to be appropriate. The person receiving the overpayment or mistaken payment must reimburse the Fund for attorneys' fees and paralegal fees, court costs, disbursements, and any expenses incurred by the Funds in attempting to collect and in collecting the overpayment or mistaken payment of benefits. The determination as to these matters is solely made by the Trustees.

**YOUR RIGHTS UNDER ERISA**

**42. WHO IS RESPONSIBLE FOR INTERPRETING THE PLAN AND FOR MAKING DETERMINATIONS UNDER THE PLAN?**

The Trustees (or their designee) have exclusive authority and discretion: to determine whether an individual is eligible for any benefits under the Plan; to determine the amount of benefits, if any, an individual is entitled to from the Plan; to determine or find facts that are relevant to any claim for benefits from the Plan; to interpret all of the Plan's provisions; to interpret all of this Booklet's provisions; to interpret the provisions of any Collective Bargaining Agreement or written Participation Agreement involving or impacting the Plan; to interpret the provisions of the Trust Agreement governing the operation of the Plan; to interpret all of the terms used in this Booklet, the Plan, and all of the other previously mentioned Agreements, documents, and instruments; and to interpret all of the provisions of any other document or instrument involving or impacting the Plan. Benefits under this Plan will be paid only if the Trustees decide in their discretion that you are entitled to them.

All such determinations and interpretations made by the Trustees, or their designee will be final and binding upon any individual claiming benefits under the Plan and upon all participants, all beneficiaries, employers, the Union, and any party who has executed any agreement with the Trustees or the Union; will be given deference in all courts of law, to the greatest extent allowed by applicable law; and will not be overturned or set aside by any court of law unless the court finds that the Trustees (or their designee) abused their discretion in making such determination or rendering such interpretation.

## **STATEMENT OF ERISA RIGHTS**

As a Participant in the Sheet Metal Workers Local No. 46 Annuity Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants will be entitled to:

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

Examine without charge, at the Fund Office, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive annuity payments at retirement, and if so, what your benefits would approximately be if you stopped working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 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 an annuity 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 the Plan documents or the latest annual report from the Plan and the Fund



does not mail them within 30 days, you may file suit in a Federal court. In such a case, a court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file a suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 claims are frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, JFK Federal Building, Room 575, Boston, Massachusetts 02203, (617) 565-9600, or the Division of Technical Assistance and Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your personal rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.