

**SHEET METAL WORKERS LOCAL #112 PENSION PLAN**

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**SUMMARY PLAN DESCRIPTION**

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effective July 1, 2016

SHEET METAL WORKERS  
LOCAL #112  
PENSION FUND  
1200 Clemens Center Parkway  
P.O. Box 1146  
Elmira, New York 14902-1146

CAUTION

To ensure compliance with the federal *Employee Retirement Income Security Act of 1974* (ERISA) and avoid possible misunderstanding, all formal communications, questions, and requests concerning this Pension Plan must be submitted in writing to the Plan Office. Responses from the Plan Office will also be in writing.

No one can speak for this Plan or tell you what your rights are except for the Board of Trustees or someone specifically authorized by the Trustees to do so. Such statements or advice must be made in written form in accordance with the Plan's Rules.

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 with regard to the Pension Plan. No individual Trustee, employer, union representative, supervisor, or shop steward has any authority to discuss your rights under this Plan or agree/promise you any benefits. You should not rely on that type of information.

For further information or claim forms, please call or write the Plan Office:

1200 Clemens Center Parkway P.O. Box  
1146  
Elmira, New York 14902-1146  
(607-733-9621)

LOCAL #112 SHEET METAL WORKERS  
PENSION PLAN  
1200 Clemens Center Parkway  
P.O. Box 1146  
Elmira, New York 14902-1146

July 1, 2016

To Eligible Employees:

Your Board of Trustees is pleased to submit this up-to-date benefit plan description providing you with an overview of the current benefits available to qualified Participants of the Sheet Metal Workers Local #112 Pension Plan.

This booklet constitutes your Summary Plan Description and you should pay special attention to those pages which describe your eligibility, termination of eligibility, and procedures to follow to file a claim or process an appeal if you feel that the determination was incorrect. The federal *Employee Retirement Income Security Act of 1974* (ERISA) is applicable to benefit programs of this type. Further, if you are married, your spouse may have certain rights under the federal Retirement Equity Act of 1984 relating to designation of beneficiaries and the form of payment of benefits at retirement.

You should read this booklet carefully to become aware of your rights, duties and responsibilities. We also urge you to share this material with your spouse or family because the Plan affects their well-being in addition to yours. Your complete understanding of the Plan is very important.

If you have any questions about the Plan or its operation after carefully reviewing this booklet, please do not hesitate to contact the Plan Office. In the future, you will also be notified of any changes made by the Trustees or required by law.

Sincerely,

Board of Trustees of the  
Local #112 Sheet Metal Workers' Pension Fund

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Section 1  
GENERAL INFORMATION

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## 1. Overview of Plan

The Sheet Metal Workers Local #112 Pension Plan exists and is administered under the "Agreement and Declaration of Trust" for the Sheet Metal Workers Local #112 Pension Fund. The Trust Fund was originally established on November 1, 1959 between Local #112 Sheet Metal Workers International Association and various employers and employer associations. The Pension Plan exists for the purpose of providing eligible participants and/or their beneficiaries with financial benefits upon retirement, disability, or death that are in addition to any annuity and/or social security benefits an individual may receive.

a. Plan Identification Numbers. The Plan is identified by the following numbers under Internal Revenue Service and U.S. Department of Labor regulations:

- I. Plan Name: Sheet Metal Workers Local #112 Pension Plan
- II. Plan Sponsor: Board of Trustees, Sheet Metal Workers Local #112 Pension Fund
- III. Employer Identification Number: 16-6052226
- IV. Plan Number: 001

b. Type and Source of Funding. All amounts necessary to provide benefits under this Plan are made pursuant to collective bargaining agreements between participating employers and the Union. If copies of the collective bargaining agreements have not been made available to you, they may, upon written request, be obtained from the Union Office. In addition, certain Pension and/or Retirement Plans with which this Plan has reciprocal agreements may make contributions from time to time to the Fund. Voluntary supplementary contributions from employees may not be accepted by the Plan.

### IMPORTANT NOTICE

By law, the Plan must be administered in strict compliance with the Declaration of Trust and the applicable collective bargaining agreements. These documents require that employers make contributions to the Fund on behalf of covered employees based upon all hours actually worked by an employee in covered employment. No individual, whether an employee or employer, has the authority to deviate from the terms of the Declaration of Trust or the collective bargaining agreements. Therefore, employer contributions must be made based upon all hours worked by an employee during a calendar year.

c. Source of Plan Benefits. The Plan provides for direct payment of

benefits on a self-funded basis in accordance with the terms of the Plan.

d. Plan Year. The Plan Year is the 12 consecutive months from November 1st through the following October 31st.

e. Administration. The Plan is administered by a Board of Trustees consisting of three (3) Employer Trustees and three (3) Union Trustees. The Trustees are responsible for the complete operation of the Plan, including the determination of benefits and the exercise of judgment and discretion in selecting investments, construing Plan provisions, and all issues of Plan administration. By law, the Trustees are the "fiduciaries" of the Plan, and they have a duty to operate the Plan prudently in the interest of you, other Plan participants, and your beneficiaries.

The names and addresses of the Plan's Trustees are as follows:

Union Trustees:

Donald Kraft, Sr.  
1200 Clemens Center Parkway  
P.O. Box 1146  
Elmira, NY 14902  
[smw112@verizon.net](mailto:smw112@verizon.net)

Tom Harris  
1200 Clemens Center Parkway  
P.O. Box 1146  
Elmira, NY 14902  
[smw112@verizon.net](mailto:smw112@verizon.net)

Dave Krager  
359 Castle Creek Road  
Binghamton, NY 13901  
[davekrager@yahoo.com](mailto:davekrager@yahoo.com)

Employer Trustees:

Bill Burge  
Charles F. Evans  
800 Canal Street  
PO Box 228  
Elmira, NY 14902  
[bburge@evans-roofing.com](mailto:bburge@evans-roofing.com)

James Campbell  
Airflow Tech Sheet Metal  
120 Ferris Street  
P.O. Box 145  
Elmira, NY 14901  
[jimcamp@stny.rr.com](mailto:jimcamp@stny.rr.com)

Arthur Morrell  
SoutherentierCustom Fabricators  
1322 College Ave.  
Elmira, New York 14901  
[morrella@stcf.com](mailto:morrella@stcf.com)

The Trustees have designated a Fund Administrator to assist them with the day-to-day operations of the Plan and exercise judgment and discretion in the making of routine administrative determinations required in the daily operation of the Plan. By law, the Trustees are allowed to hire/contract for professional assistance to provide accounting, actuarial, investment, legal, and management services.

In the event that you have any questions concerning the Plan or if you need claim forms, you should call or write:

Fund Administrator  
(currently Donald J. Kraft, Sr.)  
1200 Clemens Center Parkway  
P.O. Box 1146  
Elmira, New York 14902-1146  
(607 – 733-- 9621)

f. Other Fund Personnel/Advisors:

Fund Accountants

The Plan's financial records are kept on a Plan Year basis (November 1 — October 31). The Plan's financial records are audited annually by:

Mengel Metzger Barr & Co, LLP  
333 East Water Street  
Suite 200  
Elmira, NY 14901

Fund Attorneys

Lipsitz Green Scime Cambria LLP  
42 Delaware Ave.  
Suite 120  
Buffalo, New York 14202-3924

g. Authority of Trustees. The Trustees are empowered with the sole authority and responsibility for the complete operation and management of the Plan. The Trustees reserve to themselves the authority and right to make and interpret the "Rules and Regulations of the Sheet Metal Workers Local #112 Pension Plan." All questions of eligibility, disability, and dependency, or other questions of coverage or interpretation arising under the Plan shall ultimately be determined by the Trustees, in their sole judgment and discretion, and the decision of the Trustees with respect to any such question shall be conclusive and final. No one can speak for this Plan or advise you what your rights are except the Trustees or someone specifically authorized by the Trustees to do so. Such advice or statements must be made in written form in accordance with the Plan's rules. Therefore, if a local union official, business representative, or an employer makes statements or representations about your rights, you should not rely on that information. Please feel free to contact the Plan Office directly if you have any questions or need any specific information about your benefits under the plan.

2. Collective Bargaining Agreement. This Plan is maintained in accordance with

one or more Collective Bargaining Agreements. Copies of the agreement(s) may be obtained by you upon written request to the Plan Administrator, and may be examined by you at the Plan Office. There will be a copying charge of 25 cents per page plus the cost of mailing to you for any copies requested.

3. Participating Employers. Upon written request, you may receive from the Fund Administrator, information as to whether a particular employer participates in the sponsorship of the Plan. If the particular employer does participate, you may also request the employer's address.

4. Plan Documents. The annual report of the Plan's operations and Plan Description filed with the U.S. Department of Labor are available for review by Plan Participants at the Plan Office during normal working hours.

Upon written request addressed to the Fund Administrator, copies of any or all of these documents will be furnished within 30 days of the receipt of a request after payment of a copying charge of 25 cents per page plus the cost of mailing to a Plan Participant.

5. Participant's Legal Rights. Any participant in this Plan is 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:

(a) Examine, without charge at the Fund Office and at other specified locations, such as worksites and union halls, all Plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

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

(c) 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.

(d) Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 65 under the Plan) and if so, what your benefits would be at Normal Retirement Age if you stopped working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to obtain a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide this statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The

people who operate your plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have a right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide these 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. If it should happen that the 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 that 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.

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

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. If it should happen that the plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file a suit in a state or 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 those costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it decides your claim is frivolous.

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA, you may contact the nearest Area Office of the U.S. Department of Labor-Management Services Administrators, Department of Labor.

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

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of participation multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month multiplied by a Participant's years of participation.

The PBGC guarantee generally covers: (1) Normal Retirement Benefits; (2) early retirements, if you meet the age and service requirements prior to Plan termination; (3) disability benefits if you become disabled before the Plan becomes insolvent; and (4) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

7. Amendment or Termination of Plan. In accordance with the Trust, the Trustees intend to continue the Plan and its related benefits indefinitely. However, the Trustees reserve the right to amend, change, or discontinue the Plan at any time. You will be notified of any changes in the Plan, and in the unlikely event that the Plan should terminate without replacement by another Plan providing similar benefits, eligible employees and their dependents would be notified of alternatives available. In no event, however, will a Participant or Beneficiary lose or forfeit any entitlement to benefits

already vested. Federal law requires that the assets of the Plan always be used for the benefit of Participants, surviving Spouses, and Beneficiaries. Generally, Plan assets may not be returned to or used for the benefit of an Employer.

8. Service of Legal Process.

The Trustees have designated an agent to accept service of legal papers. Process can be served upon the Plan by directing such legal service to:

Fund Administrator  
(currently Donald J. Kraft, Sr.)  
1200 Clemens Center Parkway  
P.O. Box 1146  
Elmira, New York 14902-1146

or to any Trustee or to the Board of Trustees.

6. Limited Description. This Summary Plan Description booklet describes the principal features of Sheet Metal Workers Local #112 Pension Plan as of July 1, 2016, and supersedes all prior benefit descriptions. For all purposes, the Plan operates and is administered in accordance with the Trust, related Plan documents, applicable insurance contracts, or investment agreements. In the event of any discrepancy between the information provided in this booklet and that contained in the Trust, Plan documents, insurance contracts, or investment agreements, the information contained in the Trust, Plan documents, insurance contracts, or investment agreements will govern and supersede the statements contained in this booklet.

## SECTION 2 PARTICIPATION AND TERMINATION

1. Status as a Participant
2. Carry-Over Rules in Effect before the Start of the 1986 Plan Year
3. Becoming a Participant after 1985
4. Termination of Participation
5. Participation by Spouses and Other Beneficiaries
6. Break in Service
7. Reinstatement of Participant Status

1. Status as a Participant. A qualifying period of service is required before you become a Participant in the Plan. After you become a Participant, you are entitled to receive certain documents explaining the Plan as well as reports about the Plan's operation. This section explains how you become a Participant, how others may become Beneficiaries as a result of your participation, and how your participation can end.

2. Carry-Over Rules in Effect before the Start of the 1986 Plan Year. Anyone who had earned Pension Credit (for Future Service) before November 1, 1986 became a Participant as of the first day of the Plan Year in which he or she first earned Future Pension Credit.

3. Becoming a Participant after the 1986 Plan Year. After October 31, 1986, you qualify to become a Participant in the Plan on the later of:

(a) the date when your Covered Employment commences, or

(b) your Employer's "Contribution Date" (which, for purposes of the Plan, is the date as of which an Employer is first obligated under its collective bargaining agreement to make contributions to the Plan).

For example, if you began to work in Covered Employment on April 1, 1987, but your employer did not actually sign a collective bargaining agreement under which it was obligated to contribute to the Plan until June 1, 1987, you would not qualify to become a Participant in the Plan until June 1, 1987, even if the Employer made contributions retroactively for all of your Covered Employment. "Covered Employment" is work of a type that is covered by a Collective Bargaining Agreement requiring contributions to the Plan.

4. Termination of Participation. Once an Employee becomes a Participant, his or her participation in the Plan continues until death or until a Break in Service occurs if the Employee has not completed enough Vesting Service to become vested.

5. Participation by Spouses and Other Beneficiaries. Upon a Participant's death, his or her surviving Spouse or other Beneficiaries as permitted under the Plan will become Participants. Further, when a Participant retires after becoming vested, his or her Spouse may also become a Participant if a pension is received as a Joint and Survivor Benefit. A former spouse or the children of a Participant may become Participants in this Plan when required under the terms of a Qualified Domestic Relations Order (QDRO) which is any judgment, decree, or order of a Court pursuant to a state domestic relations law relating to the provision of alimony payments, child support, or marital property rights and conforming to the requirements of Internal Revenue Code §414(p).

6. Break in Service. There may be times in your work history when your employment and contributions to the Plan on your behalf are interrupted by a Break in Service. Depending on your circumstances, a Break in Service may have an effect on

your status as a Participant under the Plan or may affect your future benefits. Unless you are covered by one of the exceptions listed below, you will experience a Break in Service as of October 31st of the previous Plan Year when you incur a Break Year after October 31, 1976:

a. "Break Year" Defined. A "Break Year" means a Plan Year during which you are credited with less than one-tenth of a year of Pension Credit for Future Service.

b. Exceptions to Break Year. A Break Year will not be charged to you for any Plan Year which is part of:

(1) A period of layoff not in excess of two (2) consecutive Plan Years;

(2) Any period of time after attainment of age 60 and completion of ten (10) years of Pension Credit;

(3) Any period of illness or injury which is not compensated under the New York Disability Benefits Law or, if applicable, under any disability benefit provisions of the Welfare Plan;

(4) Any period of time during which the Participant is receiving a disability benefit under this Plan.

(5) With respect to employment periods on and after November 1, 1986, absence from work for maternity or paternity reasons of up to 481 Hours of Service. For purposes of making such determination, Hours of Service which would otherwise have been credited to such Employee but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence shall be counted. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (a) by reason of the pregnancy of the Employee, (b) by reason of a birth of a child of the Employee, (c) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (a) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (b) in all other cases, in the following Plan Year.

(6) For purposes of determining an Employee's eligibility and vesting status for periods while the Employee is absent from work for reasons covered under the federal *Family and Medical Leave Act*, service will be credited in accordance with and to the extent required by the

provisions of the federal *Family and Medical Leave Act*.

(7) You enlist/or are called into military service in the Armed Forces of the United States of America.

c. Participation Terminates if Not Vested. If you are not vested at the time of a Break in Service, your participation in the Plan terminates, and you will forfeit your Pension Credit and Vesting Service that were earned before the break unless you later return to employment under the Plan and qualify for reinstatement if allowed under the Plan at that time.

d. Benefits Frozen if Vested. If you are vested at the time of a Break in Service, you will be entitled to receive at pension age the benefit corresponding to the Pension Credit you have earned. You will still be a Participant of the Plan even though your status is inactive until you either resume employment or begin receiving a pension. If you do not resume employment and incur two (2) consecutive Break Years, your Pension Credit will be classified as Interrupted Pension Credit, and the amount of the benefit to which you will be entitled will be "frozen" at the level of benefits in effect in the Plan Year prior to the first of the two Break Years.

#### EXAMPLE

An example of how this "freezing" works is as follows:

- I. Suppose that you had accumulated 20 years of Future Pension Credit as October 31, 1995, and you were vested.
- II. During each of the next two (2) Plan Years (1996 and 1997), you earn less than one-tenth of a year of Pension Credit for Future Service.
- III. Under the Break in Service provisions of the Plan, you will have incurred a Break in Service on October 31, 1995 because you experienced a Break Year in 1996; that is, a Plan Year in which you earned less than one-tenth of a year of Pension Credit for Future Service.
- IV. Because you are vested, you will not lose your 20 years of Pension Credit as a result of your Break in Service. However, you will have a segment of Interrupted Pension Credit through October 31, 1995 because you had two (2) Break Years in a row after that date. Your segment of Interrupted Pension Credit that ended with October 31, 1995 contains 20 years of Pension Credit. The monthly pension benefit rate that would apply to that segment for each year of Pension Credit for Future Service is frozen at \$40.00, which was the rate in effect at that time.

- V. Suppose further that you return to employment in some later Plan Year and earn at least one-tenth of a year of Pension Credit for Future Service in the future Plan Year. This would constitute the beginning of a new segment of Interrupted Pension Credit. If this new segment lasts until you retire, the monthly pension benefit rate that would apply to the Pension Credit earned in the new segment would be the one in effect at the time of your retirement. (However, if you had another Break-in-Service before your retirement, this new segment would become another segment of Interrupted Pension Credit and the monthly pension benefit rate in effect at the time of the new Break-in-Service would become applicable to this new segment).
  
- VI. Therefore, the total monthly pension benefit that you would receive at retirement under this example will be the sum of the benefit applicable to each segment of your Interrupted Pension Credit: the frozen segment plus the new segment. (The lowest monthly pension benefit rate that will apply to a year of Pension Credit in this example is \$40.00.)

7. Reinstatement of Participant Status. If you return to Covered Employment and the number of your consecutive Break Years is less than five (5) or less than the number of years of Vesting Service that you had at the time of the Break, all of your Pension Credit and Vesting Service that was forfeited as a result of incurring Break Years will be reinstated. However, if you incurred two (2) consecutive Break Years, your Pension Credit will be classified as Interrupted Pension Credit, and your benefit will be "frozen" as described above.

#### EXAMPLE

For example, suppose that you had six (6) years of Vesting Service on October 31, 1995 and were not yet vested. If the 1996 Plan Year were a Break Year for you, then you would have a Break in Service, and, because you are not vested, you would forfeit your Pension Credit and Vesting Service. However, if you return to work before October 31, 2001 and earn at least one-tenth of a year of Pension Credit for Future Service (or a year of Vesting Service) in that Plan Year, your Pension Credit and Vesting Service will be reinstated. This happens because the number of your consecutive Break Years was less than six (6) which was the number of years of Vesting Service that you had in this example at the time of your Break in Service).

## SECTION 3

### PENSION CREDIT AND VESTING

1. Pension Credit. Generally
2. Credit For Past Service
3. Pension Credit For Future Service
4. Vesting Service
5. Becoming Vested

1. Pension Credit. Generally. Pension Credit is earned based upon your performance of hours of qualifying work and is not related in any way to your age at the time the work was performed. As discussed below, Pension Credit is earned in different ways during different periods of time. The Pension Credit you accumulate under the Plan is valuable to you because the more Pension Credit you earn, the larger your pension benefit. Earning enough Pension Credit is also one way of becoming vested under the Plan. Therefore, Pension Credit is important in determining your eligibility for, and the size of, your benefit. Accordingly, it is very important that you make sure that the Plan Office has a complete and accurate record of each hour of your work that might earn you Pension Credit under the Plan.

a. Qualifying Work, Contributions, and Pension Credit. For purposes of this Plan, no contributions can be received or credited on your behalf for work performed by you unless your Employer is required to contribute to the Pension Plan under a Collective Bargaining Agreement or unless a written agreement between your Employer and either the Local Union or the Plan's Trustees requires that such contributions be made on your behalf. Any hours worked for which contributions are so required to be made are called "Hours of Pension Credit." No credit may be earned or received under the Plan for work in self-employment. Further, under some circumstances federal law may require that you be prohibited from earning credits under the Plan as a result of your ownership or management position in a contributing Employer firm. You should contact the Trustees if you have any questions on this point.

b. Limitation on Earning Pension Credit. Although there is no limit on the total number of years of Pension Credit that you can accumulate under the Plan, you may only earn and be credited with one (1.0) year of Pension Credit for any one (1) Plan Year.

2. Pension Credit For Past Service. Pension Credit for Past Service is Pension Credit that you earned for work performed before November 1, 1958.

a. Only one (1) period of continuous and uninterrupted work or membership through November 1, 1958 will be counted as Pension Credit For Past Service. You will receive no Pension Credit for work performed before the latest interruption in your work or membership prior to November 1, 1958.

b. You earn one-quarter (0.25) year of Pension Credit as Pension Credit for Past Service for each full calendar quarter prior to November 1, 1958 in which you were a member of Local Union No. 112 Sheet Metal Workers International Association and during which you were actively employed in work for which Local Union No. 112 acted as the Collective Bargaining Representative.

c. No more than one (1.0) year of Pension Credit may be earned as Pension Credit For Past Service for any one (1) Plan Year.

3. Pension Credit For Future Service. Pension Credit for Future Service is

Pension Credit that you earned for work performed after November 1, 1958.

a. Pension Credit for Future Service is determined based upon hours of employment with an Employer who is required to contribute to this Pension Plan under the terms of a Collective Bargaining Agreement with the Local Union, under a written agreement between the Employer and the Trustees, or under the terms of the Trust Agreement requiring such contribution.

b. For the Plan Years between November 1, 1958 and October 31, 1976, you must have been credited with at least 400 hours of employment in order to be credited with any Pension Credit as Pension Credit For Future Service in that Plan Year. Provided that you meet this threshold requirement, during this period you receive one-quarter (1/4) of one year of Pension Credit as Pension Credit For Future Service for each full 400 hours of your work in a Plan Year up to a maximum of one (1.0) year of Pension Credit For Future Service in any one (1) Plan Year.

c. For all Plan Years between November 1, 1976 and October 31, 1997, you must be credited with at least 161 hours of employment in order to be credited with any Pension Credit as Pension Credit for Future Service in that Plan Year. Provided that you meet this requirement, during this period you receive Pension Credit for Future Service as follows:

| Hours for Which Contributions Were Paid Or<br>Pension Credit Allowed | Tenth of a Year of<br>Pension Credit<br>For Future Service |
|----------------------------------------------------------------------|------------------------------------------------------------|
| Less than 161 hours                                                  | 0                                                          |
| 161 - 241 hours                                                      | 1.5/10                                                     |
| 241 - 320 hours                                                      | 2.0/10                                                     |
| 321 - 400 hour                                                       | 2.5/10                                                     |
| 401 - 480 hours                                                      | 3.0/10                                                     |
| 481 - 560 hours                                                      | 3.5/10                                                     |
| 561 - 640 hours                                                      | 4.0/10                                                     |
| 641 - 720 hours                                                      | 4.5/10                                                     |
| 721 - 800 hours                                                      | 5.0/10                                                     |
| 801 - 880 hours                                                      | 5.5/10                                                     |
| 881 - 960 hours                                                      | 6.0/10                                                     |
| 961 - 1,040 hours                                                    | 6.5/10                                                     |
| 1,041 - 1,120 hours                                                  | 7.0/10                                                     |
| 1,121 - 1,200 hours                                                  | 7.5/10                                                     |
| 1,201 - 1,280 hours                                                  | 8.0/10                                                     |
| 1,281 - 1,360 hours                                                  | 8.5/10                                                     |
| 1,361 - 1,440 hours                                                  | 9.0/10                                                     |
| 1,441 - 1,520 hours                                                  | 9.5/10                                                     |
| 1,521 hours or more                                                  | 10.0/10                                                    |

No more than one (1.0) year of Pension Credit may be earned as

Pension Credit for Future Service for any one (1) Plan Year.

d. For all Plan Years beginning on and after November 1, 1997, you must be credited with at least 160 hours of employment in order to be credited with any Pension Credit as Pension Credit For Future Service in that Plan Year. Provided that you meet this requirement, during this period you receive Pension Credit for Future Service as follows:

| Hours for Which Contributions Were Paid Or<br>Pension Credit Allowed | Tenth of a Year of<br>Pension Credit<br>For Future Service |
|----------------------------------------------------------------------|------------------------------------------------------------|
| Less than 160 hours                                                  | 0                                                          |
| 160 or more but less than 240 hours                                  | 1.0/10                                                     |
| 240 or more but less than 320 hours                                  | 1.5/10                                                     |
| 320 or more but less than 400 hours                                  | 2.0/10                                                     |
| 400 or more but less than 480 hours                                  | 2.5/10                                                     |
| 480 or more but less than 560 hours                                  | 3.0/10                                                     |
| 560 or more but less than 640 hours                                  | 3.5/10                                                     |
| 640 or more but less than 720 hours                                  | 4.0/10                                                     |
| 720 or more but less than 800 hours                                  | 4.5/10                                                     |
| 800 or more but less than 880 hours                                  | 5.0/10                                                     |
| 880 or more but less than 960 hours                                  | 5.5/10                                                     |
| 960 or more but less than 1,040 hours                                | 6.0/10                                                     |
| 1,040 or more but less than 1,120 hours                              | 6.5/10                                                     |
| 1,120 or more but less than 1,200 hours                              | 7.0/10                                                     |
| 1,200 or more but less than 1,280 hours                              | 7.5/10                                                     |
| 1,280 or more but less than 1,360 hours                              | 8.0/10                                                     |
| 1,360 or more but less than 1,440 hours                              | 8.5/10                                                     |
| 1,440 or more but less than 1,520 hours                              | 9.0/10                                                     |
| 1,520 or more but less than 1,600 hours                              | 9.5/10                                                     |
| 1,600 hours or more                                                  | 10/10                                                      |

No more than one (1.0) year of Pension Credit may be earned as Pension Credit For Future Service for any one (1) Plan Year.

e. Pension Credit for Future Service after November 1, 1958 will also be allowed on the same basis as if you were working in covered employment in the event of absence from active employment under the following circumstances:

I. Time spent in the Armed Forces of the United States, provided that you retain re-employment rights and return to the service of a contributing Employer while such rights are retained. For periods of absence after November 1, 1958 but prior to November 1, 1976, you will receive one (1) quarter year's Pension Credit For Future Service for each calendar quarter during which you were on military leave for one (1) full calendar month or more but not to exceed twenty (20) quarter years' Pension Credit For Future Service. For periods of absence from covered

employment after November 1, 1976, you will receive 1/10 of a year of Pension Credit For Future Service for each calendar month during which you were on military leave for 1 full calendar month or more, but not more than a total of fifty (50) 1/10ths of a year of Pension Credit For Future Service will be given.

II. Absence for injury or disease for which you receive or have received weekly accident or sickness benefits from the Sheet Metal Workers Local 112 Welfare Fund (prior to April 1, 1992) or under the New York Disability Benefits Law (at any time). Eight hours credit will be given for each working day you receive such benefits and for each working day within the waiting period immediately preceding the payment of such benefits.

III. Absence for injury or disease for which you receive Workers Compensation benefits. Eight hours credit will be given for each working day you receive such benefits and for each working day within the waiting period immediately preceding the payment of such benefits. For periods of absence from covered employment after November 1, 1958 but prior to November 1, 1976, a maximum of eight (8) consecutive quarters of pension credit may be obtained under this provision. For periods of absence from covered employment after November 1, 1976, a maximum of twenty (20) consecutive 1/10ths of a year's pension credit may be obtained under this provision.

IV. Periods of time while you are employed by the Union provided the Union contributes to the Pension Plan at the same rates as in effect for a contributing Employer.

In any event, no more than a one year's credit can be accumulated in any one Plan Year.

4. Vesting Service. The amount of your Vesting Service is important in determining whether or not you have a non-forfeitable right to a pension benefit under this Plan. Once you become vested as described in Paragraph 5, below, you will be entitled to receive a pension benefit if you are alive on your Normal Retirement Date (or your Early Retirement Date, if eligible). You will still be entitled to receive this benefit even if you had a Break in Service (see Section 2, Paragraph 6, above) after becoming vested. The amount of your Vesting Service is also important in the event that you have a Break in Service after November 1, 1976 but before you are vested. If you do have a Break in Service before you are vested and you return to work under the Plan soon enough after the Break, your Pension Credit and Vesting Service lost because of the break may be reinstated as described in Section 2, Paragraph 7, above. For an Employee whose work is covered by a Collective Bargaining Agreement, no Vesting Service can be earned prior to the start of contributions to this Plan by a contributing Employer on behalf of the Employee. There is partial Vesting Service credited under this Plan in half-year increments. Therefore, in any one Plan Year, you can either earn

no Vesting Service, one-half (1/2) year of Vesting Service, or one (1) year of Vesting Service.

a. If you were a Plan Participant in Covered Employment on November 1, 1976, your Vesting Service as of that date is the amount of your Pension Credit on that date.

b. Credit for one (1) year of Vesting Service is earned for each Plan Year after November 1, 1976 during which you were credited with at least nine hundred sixty (960) hours of Pension Credit and/or Related Service. Credit for one-half (1/2) year of Vesting Service is earned for each Plan Year after November 1, 1976 during which you were credited with at least four hundred eighty (480) hours of Pension Credit and/or Related Service. (See paragraphs 2 and 3, above, for a further explanation of Hours of Pension Credit).

c. You receive Related Service Credit when you work for a contributing Employer on or after November 1, 1986 in a classification for which the Employer is not required by the Collective Bargaining Agreement to contribute to the Plan. However, you cannot receive Related Service Credit unless such employment immediately precedes or follows covered employment for which you earned Pension Credit. Additionally, if you are in such a position and you do not work but you are paid by the contributing Employer (for example, a paid vacation), such time for which you are paid will also count as Related Service Credit. Nevertheless, you may not receive more than 501 hours of Related Service Credit during any one period of non-work. Further, if a period of employment for which you receive Related Service Credit (during which you either work or do not work) is interrupted by your retirement, resignation, layoff, or firing by the contributing Employer, then any time worked after that date in a classification for which the Employer is not required by the Collective Bargaining Agreement to contribute to the Plan will not be countable as additional Related Service Credit. If you receive Related Service Credit, it will be important for the purpose of determining initial participation in the Plan as well as for accumulating years of Vesting Service, becoming vested, and becoming entitled to pension benefits under the Plan.

5. Becoming Vested. In order to become vested under the Plan, you must meet certain requirements as stated below. This aspect of the Pension Plan is of special interest to the Participant who leaves the bargaining unit before reaching retirement age. A Participant shall have a non-forfeitable right to his or her accrued benefit upon becoming vested. You become vested by accumulating Vesting Service for Plan Years after 1958. No Vesting Service can be earned prior to the start of contributions to the Plan on your behalf based upon your work.

(a) If you were vested as of November 1, 1976 in accordance with prior Plan provisions, you will, of course, remain vested.

(b) On and after November 1, 1976, you become vested when you satisfy any one of the five alternative requirements listed below. Please note that these alternative vesting requirements are not retroactive. Therefore, if you had a Break in Service and lost Pension Credit or Vesting Service because you were not vested prior to November 1, 1976, the provisions stated below do not reinstate or allow consideration of such lost credit. You are vested:

- I. If you satisfy the age and service requirements for Normal Retirement Pension or Early Retirement Pension under this Plan; or
- II. If you have at least ten (10) years of Vesting Service; or
- III. If you have at least ten (10) years of Vesting Service (including at least five (5) years of Pension Credit For Future Service for Plan Years beginning on or after November 1, 1958 not counting more than one (1.0) year of Pension Credit in any one (1) Plan Year); or
- IV. If you have at least ten (10) years of Vesting Service (including at least ten (10) years of Pension Credit For Future Service, not counting more than one (1.0) year of Pension Credit in any one (1) Plan Year); or
- V. If you have at least five (5) years of Vesting Service (not counting more than one (1.0) year of Pension Credit in any one (1) Plan Year) and you are a full-time employee who is a Participant but is not covered by a Collective Bargaining Agreement (for example, full-time employees of the Union, the Fund, and any affiliated Health, Welfare, Annuity and/or other employee benefit plan).

(c) On and after November 1, 1997, you may also become vested if you work one Hour of Service on or after November 1, 1997 and you have at least five (5) years of Vesting Service (not counting more than one (1.0) year of Pension Credit in any one (1) Plan Year). Please keep in mind that this special vesting provision pertains only to a Participant's nonforfeitable right to a Normal Retirement Pension or, should he or she die before the date when such Pension begins, the Pre-Retirement Surviving Spouse Pension. In other words, this special vesting provision does not operate to change or reduce the requirements for receiving an Early Retirement Pension or Disability Benefit under this Plan. Additionally, please note that this special vesting provision is not retroactive. Therefore, if you had a Break in Service and lost Pension Credit or Vesting Service because you were not vested prior to November 1, 1997, the provisions stated in this paragraph do not reinstate or allow consideration of such lost credit.

Once you have met one of these seven alternative requirements, you will always have a non-forfeitable right to the benefit that you have accrued under this Plan.

## SECTION 4 PENSION BENEFITS

1. Overview and Benefit Rates
2. Normal Retirement Pension
3. Early Retirement Pension
4. Special Disability Income Benefit
5. Pension Benefits of Married Participants

NOTICE

The benefits described in this section are not received automatically. If you qualify for a benefit, you must apply under the guidelines described in Section 6 in order to receive it.

1. Overview and Benefit Levels. The purpose of this Plan is to provide for the continuation of a portion of your income during the time after your working career is completed. Normally, this is at age 65 if you have satisfied the pension credit requirements for retirement. Because the purpose of the Plan is to provide pension income, Participants are not permitted to borrow against the pension money they are to receive, and a Participant generally is not allowed to take a lump-sum cash settlement instead of monthly pension payments at retirement.

a. *Minimum Benefit.* Once pension payments begin (including the Pre-Retirement Surviving Spouse Pension discussed in Section 5, below), a minimum of 120 monthly pension payments in the same amount as the initial payment will be paid to the Retiree. If the Retiree dies before the minimum number of payments has been made, payments in the same amount that the Retiree was receiving will continue to the surviving Spouse for the balance of the initial 120 months if a Joint and Survivor Benefit described in Paragraph 5, below, is applicable effect. Otherwise, the balance of the 120 monthly payments will be paid to the Beneficiary designated by the Retiree. If a Beneficiary has not been designated by the deceased Retiree, or if a contingent Beneficiary has not been designated to the case of a deceased surviving Spouse or other Beneficiary, the value of the balance of the payments unpaid will, upon application, be paid in a lump sum to the estate of the last person receiving the monthly payments.

b. *Benefit Rates.* The following monthly benefit rates are applicable to the calculation of all pension benefits under this Plan.

MONTHLY BENEFIT RATES

| <u>Effective Date<br/>Of New Benefit</u> | <u>For Each Whole Year of Pension Credit</u>                                                                                                                                          |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/1/59                                  | \$ 1.75 for Future Service Credits, <u>plus</u> \$1.50 for Past Service Credits, up to a maximum of 20 service credits of all types, with Future Service Credits being applied first. |

| <u>Effective Date<br/>Of New Benefit</u> | <u>For Each Whole Year of Pension Credit</u>                                                                                                                                                                                     |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5/1/64                                   | \$ 2.25 for all service credits (whether Future or Past), up to a maximum of 20 service credits.                                                                                                                                 |
| 6/1/66                                   | \$ 4.60 for Future Service Credits earned after 6/1/66, plus \$3.25 for service credits (whether Future or Past) earned prior to 6/1/66, up to a maximum of 20 service credits, with Future Service Credits being applied first. |
| 6/1/67                                   | \$ 5.00 for Future Service Credits, plus \$5.00 for Past Service Credits, up to a maximum of 25 service credits.                                                                                                                 |
| 6/1/69                                   | \$ 10.65 for Future Service Credits, plus \$5.00 for Past Service Credits, but only up to a maximum of 25 years Past Service Credits.                                                                                            |
| 11/1/70                                  | \$ 11.10 for all service credits (whether Future or Past), but only up to a maximum of 25 years Past Service Credits.                                                                                                            |
| 11/1/72                                  | \$ 13.50 for all service credits (whether Future or Past), but only up to a maximum of 25 years Past Service Credits.                                                                                                            |
| 11/1/74                                  | \$ 16.00 for all service credits (whether Future or Past)                                                                                                                                                                        |
| 11/1/76                                  | \$ 18.00 for all service credits (whether Future or Past)                                                                                                                                                                        |
| 11/1/81                                  | \$ 21.00 for all service credits (whether Future or Past)                                                                                                                                                                        |
| 11/1/84                                  | \$ 24.00 for all service credits (whether Future or Past)                                                                                                                                                                        |
| 11/1/85                                  | \$ 25.00 for all service credits (whether Future or Past)                                                                                                                                                                        |

| <u>Effective Date<br/>Of New Benefit</u> | <u>For Each Whole Year of Pension Credit</u>                                                                                                                                                                                                                                                       |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/1/86                                  | \$ 33.00 for all service credits (whether Future or Past)                                                                                                                                                                                                                                          |
| 11/1/88                                  | \$ 40.00 for all service credits (whether Future or Past)                                                                                                                                                                                                                                          |
| 11/1/98                                  | \$ 44.50 for all service credits (provided that the Participant is credited with one [1] Hour of Service under the Plan on or after 11/1/98).                                                                                                                                                      |
| 11/1/01                                  | \$ 48.50 for all service credits (provided that the Participant is credited with one [1] Hour of Service under the Plan on or after 11/1/01).                                                                                                                                                      |
| 11/1/06                                  | \$50.00 for Pension Credits earned prior to 11/1/06, plus \$83.00 for Pension Credits earned after 11/1/06 (provided that the Participant is credited with one [1] Hour of Service under the Plan on or after 11/1/06).                                                                            |
| 11/1/13                                  | \$50.00 for Pension Credits earned prior to 11/1/06, plus \$83.00 for Pension Credits earned after 11/1/06 but before 11/1/13, plus \$90.00 for Pension Credits earned after 11/1/13 (provided that the Participant is credited with one [1] Hour of Service under the Plan on or after 11/1/13).  |
| 9/1/14                                   | \$50.00 for Pension Credits earned prior to 11/1/06, plus \$83.00 for Pension Credits earned after 11/1/06 but before 11/1/13, plus \$100.00 for Pension Credits earned after 11/1/13 (provided that the Participant is credited with one [1] Hour of Service under the Plan on or after 11/1/13). |

2. Normal Retirement Pension. Provided that you are vested in accordance with the provisions of Section 3, above, you may apply for a Normal Retirement Pension at age 65 once you withdraw from any and all work for an Employer that contributes to the Plan.

a. *Qualification for Normal Retirement Pension after Age 65.* If you have not satisfied the Vesting Service requirement for a Normal Retirement Pension by the time you reach age 65, you are eligible to retire and receive a Normal Retirement Pension beginning the month after you accumulate ten (10) Pension Credits, not counting more than one (1) year of Pension Credit in any one Plan Year. In any event, once you have reached age 65, you will be eligible for a Normal Retirement Pension beginning the month after either (1) you have been a Participant in the Plan continuously for at least three (3) years or (2) the later of your 65th birthday or the fifth anniversary of the first day of the first Plan Year in which you became a Plan Participant.

b. *Mandatory Normal Retirement Pension.* Regardless of your work status, if you have satisfied the pension credit requirement for a Normal Retirement Pension, you must begin receiving your pension payments not later than April 1st of the calendar year following the year in which you reach age 70-1/2. Failure to do so would subject you to an IRS-imposed excise tax.

c. *Amount of Normal Retirement Pension for New Retirees.* Assuming that you have uninterrupted Pension Credit and that you elect not to receive your pension as a Joint and Survivor Benefit (see paragraph 5, below), if you are credited with one (1) Hour of Service on or after November 1, 2013, the Normal Retirement Pension if you retire on or after September 1, 2014 is a monthly benefit equal to \$50.00 multiplied by the number of years of Pension Service Credit you have earned under the Plan prior to November 1, 2006, plus \$83.00 multiplied by the number of years of Pension Service Credit you have earned under the Plan after November 1, 2006 but prior to November 1, 2013, plus \$100.00 multiplied by the number of Pension Credit you have earned after November 1, 2013.

3. Early Retirement Pension. Under certain circumstances, you may decide to retire early and start receiving your pension before you have met the age requirement for a Normal Retirement Pension. You must withdraw from any and all work for an Employer that contributes to the Plan. If you choose to do this, you will receive what is known as an Early Retirement Pension under the Plan.

a. *Age Requirement.* If you meet the pension credit requirement stated below, you may begin receiving an Early Retirement Pension at any time after you reach age 55.

b. *Pension Credit Requirement for Early Retirement Pension.* The minimum pension credit requirement for entitlement to an Early Retirement Pension is, not counting more than one (1) year of Pension Credit in any one Plan Year, at least ten (10) years of Pension Credit.

d. *Amount of Early Retirement Pension for New Retirees.* Assuming that you have uninterrupted Pension Credit and that you elect not to receive your pension as a Joint and Survivor Benefit (see paragraph 5, below), if you are credited with one (1) Hour of Service on or after November 1, 2013 the Early Retirement Pension if you retire on or after September 1, 2014 is a monthly benefit equal to \$50.00 multiplied by the number of years of Pension Service Credit you have earned under the Plan prior to November 1, 2006, plus \$83.00 multiplied by the number of years of Pension Service Credit you have earned under the Plan after November 1, 2006 but prior to November 1, 2013, plus \$100.00 multiplied by the number of Pension Credit you have earned after November 1, 2013.

4. Disability Benefit. If, because of total disability, a Participant is unable to reach the age necessary to qualify for either a Normal Retirement Pension or an Early Retirement Pension, a special Plan benefit provides eligible Participants themselves with a monthly disability income benefit in some circumstances.

a. *Disability Requirement.* In order to qualify for this special disability benefit, a Participant must be considered to be totally and permanently disabled as a result of a bodily injury, sickness, or disease, incurred while working in, or eligible to work in Covered Employment, and either (1) be entitled to and be awarded disability benefits by the federal Social Security Administration, or (2) be totally and permanently disabled, as certified by physicians deemed qualified by the Trustees, such that the Participant is unable to do any type of gainful work as a result of a condition that has lasted for at least three (3) months, provided that in the opinion of the physician it is not possible to determine when, if at all, the disability will terminate or it appears probable that the disability will be permanent and continuous during the remainder of your lifetime.

Nevertheless, the Trustees may determine whether or not a Participant is totally disabled solely based on the Participant's qualification or non-qualification for disability benefits under the federal Social Security Act. In any event, no condition which is the result of (a) habitual drunkenness, (b) abuse of or addiction to narcotics or any controlled substance, (c) engaging in a criminal activity or enterprise, or (d) an intentionally self-inflicted injury, qualifies to be considered as a "disability" under the terms of this Plan.

b. *Other Requirements.* In order to receive the special disability benefit, a Participant must not have ever received a Normal Retirement Pension or an

Early Retirement Pension under the Plan. Further, the Participant must not be eligible for a Normal Retirement Pension at the time of the commencement of the disability income benefit (because otherwise the Participant would receive his or her Normal Retirement Pension). In order to qualify for the special disability income benefit, the Participant must meet both the age and pension credit requirements set forth below.

c. *Age Requirement.* In order to qualify for the special disability income benefit, a Participant must have reached age 40 before the onset of the disability.

d. *Pension Credit Requirement for the Special Benefit.* In order to receive the special disability income benefit, a Participant must have earned, not counting more than one (1) year of Pension Credit in any one Plan Year, ten (10) years of Pension Credit under the Plan.

e. *Amount of Disability Benefit.* The monthly disability income benefit is calculated in the same way as a Normal Retirement Pension described in Paragraph 2(d), above. There is no reduction made in the amount of the special disability income benefit because of the Participant's age.

f. *Termination of Disability Benefit Payments.* A Participant who has become eligible for the special disability income benefit shall remain eligible to continue to receive payments only so long as he or she remains totally and permanently disabled as defined above. Disability benefit payments will therefore terminate as of the earliest of the date when:

I. the Participant ceases to be disabled;

II. the Participant becomes eligible to receive an Early Retirement Pension under the Plan; or

III. the Participant dies.

g. *Medical Examinations.* The Trustees may require a Participant to be examined not more than once per year by a physician chosen by the Trustees at the Fund's expense in connection with an application for the special disability income benefit or to verify continued eligibility for the disability benefit.

5. Pension Benefits of Married Participants. If you are lawfully married as of the date your pension begins, federal law requires payment of your pension as a Joint and Survivor Benefit unless you apply for and elect another form of payment (such as one based on your "Life") with the written consent of your Spouse. The Joint and Survivor Benefit is an actuarially reduced monthly pension paid to you as long as you live with the further provision that, if your Spouse outlives you, he or she will start receiving fifty (50%) percent of the reduced monthly pension that you had been receiving for the rest of his or her life (subject to the minimum benefit provisions discussed in paragraph 1(a),

above).

You may also elect an alternative Joint and Survivor Benefit that will provide you with a monthly benefit that is further reduced, but will provide that upon your death on or after your retirement, your Spouse will receive a monthly benefit for his or her life equal to seventy-five (75%) percent of the monthly pension they you had been receiving. This alternative Joint and Survivor Benefit is actuarially calculated to be equal in value to the normal Joint and Survivor Benefit.

In the event that your marriage terminates within one (1) year after your Retirement Date other than due to your death and your marriage has lasted less than one (1) year, your form of payment will automatically, without application, be converted from the Joint and Survivor Benefit to the Ten Years Certain Life Benefit. Please note that because the special disability income benefit is payable only to eligible participants, there are no spousal or beneficiary rights to such benefits.

SECTION 5  
DEATH BENEFITS

1. Beneficiaries
2. Pre-Retirement Death Benefits
3. Pre-Retirement Surviving Spouse Pension
4. Pre-Retirement Death Benefit
5. Death Benefits After Retirement
6. Surviving Spouse's Pension
7. Post-Retirement Death Benefits Payable to Other Beneficiaries

## NOTICE

The benefits described in this section are not received automatically. If you qualify for a benefit, you must apply under the guidelines described in Section 6 in order to receive it.

1. Beneficiaries. A Participant may designate a Beneficiary (or group of Beneficiaries) to receive any benefits that may be payable under this Plan after or in the event of his or her death. Beneficiary designations must be in writing, and must be delivered to the Trustees. Any Beneficiary designation, or change in Beneficiary designation, received by the Trustees after your death will not be honored. Any portion a Participant's death benefit which is not disposed of under a designation of Beneficiary for any reason whatsoever will be paid to the Participant's estate. Under federal law, your Spouse must be designated as your Beneficiary if you are age 35 or older and you have been lawfully married to your Spouse for at least one (1) continuous year as of the date of your death. With the written consent of your Spouse, you may designate one (1) or more direct or contingent Beneficiaries in writing on forms supplied by the Trustees. The written consent of your Spouse must either be witnessed by the Plan Administrator, a Trustee, or must be notarized. A Participant may, with the consent of his or her Spouse, change the Beneficiary designation at any time in the same manner.

2. Pre-Retirement Death Benefits. A Pre-Retirement Death Benefit may be payable on account of your death if when you die either (a) you are receiving a Disability Benefit and are not yet age 55, (b) you are vested but have not started to receive a Retirement Pension, or (c) you are not vested but have accumulated at least five (5.0) years of Future Pension Credit and have not lost such credit as a result of a Break in Service.

a. *Pre-Retirement Surviving Spouse Pension.* If you die after you become vested but before you have started receiving any pension under the Plan and you are survived by a Spouse, a Pre-Retirement Surviving Spouse Pension is payable to your Spouse for as long as he or she lives. The amount of the pension depends upon whether you have satisfied the age and pension credit requirements for either an Early Retirement Pension or a Normal Retirement Pension at the time of your death. Your Spouse may not delay the date upon which he or she starts receiving the Pre-Retirement Surviving Spouse Pension after April 1st of the year after he or she reaches age 70-1/2.

(1) If you have satisfied the age and service requirements at the date of your death for either an Early Retirement Pension or a Normal Retirement Pension, the monthly pension that is payable to your surviving Spouse begins immediately after application for the pension is approved and is calculated as if you had actually retired on the date of your death, receiving a Joint and Survivor Benefit such that your surviving Spouse will

receive for 120 months the reduced pension that you would have received if living, and then your Surviving Spouse will receive fifty (50%) percent of that amount for as long as he or she lives.

(2) If you have not satisfied the age and pension credit requirements for an Early Retirement Pension or a Normal Retirement Pension but are vested at the date of your death, the monthly pension that is payable to your surviving Spouse will begin at the later of the time that (a) you could otherwise have first retired receiving an Early Retirement Pension or (b) an application for the pension is submitted and approved. The monthly pension amount payable to the surviving Spouse will be the same amount as what you would have received as a pension in the form of a Joint and Survivor Benefit at the time you could have first retired. No Pre-Retirement Surviving Spouse Pension will be paid under this alternative if your Spouse is not living on the date that would have been the earliest date on which you could have first retired under the Plan.

b. *Pre-Retirement Death Benefit.* If you are survived by a Spouse who becomes entitled to a Pre-Retirement Surviving Spouse Pension under subparagraph 2(a), above, no other Pre-Retirement Death Benefit is payable by the Plan. Otherwise, a Pre-Retirement Death Benefit is payable in one of the forms stated below, depending upon whether you had satisfied the age and pension credit requirements for an Early Retirement Pension or a Normal Retirement Pension as of the date of your death.

(1) *Requirements for Retirement Pension Met.* If on the date of your death you have satisfied the age and pension credit requirements for an Early Retirement Pension or a Normal Retirement Pension, upon application by or on behalf of your Beneficiary, a monthly income death benefit is payable for ten (10) years in an amount equal to the monthly income payment you would have received if you had retired on the date of your death.

(2) *If Retirement Pension Requirements Not Met.* If you had not satisfied the age and pension credit requirements for either an Early Retirement Pension or a Normal Retirement Pension but you had accumulated five (5) years Vesting Service, a lump sum death benefit is payable to your Beneficiary equal to three-fourths (75%) of the value of all contributions made to the Plan on your behalf for work in Covered Employment less any Disability Benefit or other payments made up to the time of your death.

3. *Death Benefits After Retirement.* In the event that you die after retirement, death benefits under the Plan may be payable depending upon your retirement option election and depending upon whether you are survived by a Spouse.

a. *Surviving Spouse's Pension.*

(1) Joint and Survivor Benefit. If you were receiving your pension as a Joint and Survivor Benefit at the time of your death, your surviving Spouse may apply to receive the remainder of the Joint and Survivor Benefit, consisting of the remainder of the initial 120 monthly pension payments with continuing monthly payments thereafter equal to fifty (50%) percent of your monthly pension payment for the rest of his or her life. Once your surviving Spouse starts receiving a pension, it is non-forfeitable by him or her for any reason, except his or her death.

(2) Surviving Spouse's Death Benefit If You Were Not Receiving Joint and Survivor Benefit. If your Spouse had waived his or her right to receive the Joint and Survivor Benefit and you were receiving a pension for your "Life," your surviving Spouse would not be eligible to receive any Death Benefit under the Plan unless she was named by you as your Beneficiary and you had received less than 120 months of pension benefits after your retirement. In this case, your surviving Spouse will be entitled to apply to receive monthly payments in the same amount received by you for the number of months less than 120 that you had received benefits while alive, but only if he or she was designated by you as your Beneficiary for that purpose.

b. *Post-Retirement Death Benefits Payable to Other Beneficiaries.* If you are receiving your pension as a Joint and Survivor Benefit when you die, no other death benefit is payable to anyone other than your surviving Spouse as described above. If prior to your retirement, your Spouse had waived his or her entitlement to the Joint and Survivor Benefit and you are receiving a pension as a "Life" benefit, your Beneficiary will be entitled to receive a Death Benefit only if you have received less than 120 months of pension benefits after your retirement. In this case, your Beneficiary will be entitled to apply to receive monthly payments in the same amount received by you for the number of months less than 120 that you had received benefits while alive.

## SECTION 6 RECEIVING YOUR PENSION

1. Applying for Pension Benefits
2. Receiving Your Pension
3. Termination, Suspension, or Reduction of Pension Benefits
4. Claims by Participants and Beneficiaries
5. Appeals
6. Legal Actions

WARNING

Any person who knowingly, and with intent to injure, defraud, or deceive the Fund, files an application or claim containing any false, incomplete, or misleading information is subject to criminal prosecution for commission of a felony.

1. Applying for Pension Benefits. Payment of benefits is not "automatic" under this Plan. ALL BENEFITS MUST BE APPLIED FOR UNDER THE PLAN. This rule applies to Employees, surviving Spouses, and Beneficiaries. Application forms are available from the Plan Office. It is important that all information requested be given as accurately as possible. The Trustees are entitled to request such additional information as is necessary in order to make a full determination upon any application. Any payments found later to have been made to anyone in error or based upon incorrect information will be owed back to the Fund and must be repaid by the person receiving the payment. The Fund reserves the right to offset any such amounts owed against the amount of any future benefits.

a. *Submitting an Application for Pension.* You may file an application while you are still working. Normally, your pension application should be filed at least three (3) months in advance of the date you wish to have your pension start. This will enable the Trustees to process your application and be ready to pay benefits promptly as of the first day of the month that you request. If you are married, federal law requires that your pension benefits may not begin prior to the first day of the first full calendar month following the month during which the Plan Office received your signed application for benefits unless a special waiver is signed reducing the waiting period to 7 days. You should fill out the application carefully since once you begin receiving benefits, you may not thereafter change the type of pension that you have selected.

b. *Proof of Age.* Proof of age is required in order to receive a pension benefit. Proof of age must be submitted to the Plan Office. A birth certificate is the best proof. However, if you cannot obtain a birth certificate, the Plan Office will tell you what other documentation is acceptable. The same rule applies to a surviving Spouse entitled to a pension under the Plan. You need not wait until your Pension Date to submit evidence of your date of birth. The earlier you submit evidence, the better.

c. *Proof of Marriage.* If you are married, you must submit a copy of your marriage certificate, your Spouse's birth certificate, and your Spouse's social

security number. These should be submitted as soon as possible in order for the Plan Office to be able to process your benefit application. Federal law requires that an illustrative description regarding the Joint and Survivor Benefit be provided if you are married, and your pension cannot start any earlier than thirty (30) days nor later than ninety (90) days after this information is furnished to you unless the special waiver discussed above is signed. However, you should keep in mind that federal law requires your pension to be paid as a Joint and Survivor Benefit unless your Spouse signs a written waiver on a form provided by the Trustees on which your Spouse's signature is either witnessed by the Plan Administrator, a Trustee, or is notarized.

d. *No Medical Examination.* No medical examination is required to receive a Normal Retirement Pension or an Early Retirement Pension under the Plan. However, a medical examination by two physicians will be required for the purpose of determining your eligibility for a Disability Pension, and the Trustees can require a further medical examination by a physician of their choice (see Section 4, paragraph 4).

e. *Late Pension Applications.* Generally, pension benefits cannot be applied for or paid on a retroactive basis. There are two exceptions.

I. Regardless of your employment status, if you qualify for a pension under the Plan, it must be paid to you beginning as of the April 1st in the year following the year when you reach age 70-1/2.

II. If you have satisfied all of the requirements for a Normal Retirement Pension but have not applied for it before reaching age 65, when you do apply, your Normal Pension Benefit will be the larger of (a) your Normal Retirement Pension as defined in the Plan or (b) the actuarial equivalent of your accrued pension benefit on the first day of the month coinciding with or first following the date on which you reach age 65. The actuarial equivalent shall be determined by the Plan's actuary. However, remember that one of the requirements that must be satisfied in order to be eligible for a Normal Retirement Pension is that you stop working in any capacity for a contributing Employer. Accordingly, this retroactive provision (or actuarial increase) cannot operate to make the effective date of your Normal Retirement Pension earlier than any Plan Year in which you ended any such employment.

2. Receiving Your Pension. Information about pension payments is explained in the following paragraphs.

a. *When Pension Payments Begin.* Once you have satisfied all of the requirements, your pension will start effective with the first day of the calendar month following the date the Plan Office approves your application. However, if you are married, in no event may your Pension payments start earlier than the thirtieth (30th) day after the Fund Office has provided you with illustrative

information regarding the Joint and Survivor Benefit, nor later than the ninetieth (90th) day after such information is provided, unless a special waiver form is signed in which case the waiting period may be reduced to seven (7) days.

b. *When Pension Payments Are Made.* Once your pension begins, pension payments are made thereafter monthly at the beginning of the month.

c. *Duration of Pension Payments.* Normal Retirement Pension and Early Retirement Pension payments are payable as long as you live and will stop with the payment due for the month in which you die. Disability Pension payments are also payable as long as you live and until your Normal or Early Retirement begins, except that, if you recover from your disability (in accordance with the terms of what disability means under the Plan), the Disability Pension payments will stop with the payment due for the month in which you recover.

3. Termination, Suspension, or Reduction of Pension Benefits. When a Participant becomes eligible for a Disability Pension, the payments are non-forfeitable unless the Participant resumes employment or recovers from the disability. Once a Retiree becomes eligible for a Normal Retirement Pension or Early Retirement Pension, the payments are non-forfeitable unless the Retiree resumes employment in "prohibited employment" for a month in which the Retiree is entitled to a pension payment under this Plan. If the Retiree works in "prohibited employment" as defined below and when the required notification is given to the Retiree by the Trustees, then the Retiree's pension payment for that month shall be held by the Trustees and forfeited by the Retiree.

a. *Prohibited Employment.* "Prohibited employment" means 40 hours or more of employment during a particular month for which the Retiree is compensated by the Employer (whether employed or self-employed, union or non-union, actually working or supervising such work, and whether contributions are required to be made to the Fund on account of such work or not):

- I. in the same industry, trade, or craft in which Employees covered by the Plan worked as of the effective date of the Retiree's Pension; and
- II. in the same geographical area covered by the Plan as of the effective date of the Retiree's Pension.

b. *Presumption of Employment.* Subject to correction by actual evidence, the Trustees may presume that a Retiree who works at least some time in "prohibited employment" in a month has worked or will work at least 40 hours in such Prohibited Employment in that month unless, within five (5) days of the start of such employment, the Retiree notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this paragraph.

c. *Further Suspension of Benefits.* Benefits will be withheld and forfeited for each subsequent month in which one or more hours of Prohibited Employment occur, provided the Retiree has notified the Plan Office within five (5) days of such employment. In the event that the Retiree does not advise the Plan Office within five (5) days, pension benefits will be suspended, withheld, and forfeited not only for each month in which Prohibited Employment has occurred, but for an additional three (3) month period for each month of Prohibited Employment.

d. *Notice Required from Trustees.* No pension benefit payments may be withheld from a Retiree in any month unless and until the Trustees notify the Retiree of the suspension and forfeiture. Such notification must be delivered either personally or by first class mail to the Retiree's address and shall contain:

- I. A description of the reason pension payments are being suspended or forfeited;
- II. A general description of this Article IX, Section 9.11 of the Plan;
- III. A copy of this paragraph;
- IV. A statement that an Appeal of the Trustees' decision in this matter may be accomplished using the Plan's claim denial appeal procedure;
- V. A statement that the U.S. Department of Labor regulations dealing with suspension and forfeiture of benefits may be found at Section 2530.203-3 of the Code of Federal Regulations; and
- VI. A copy of the paragraph below dealing with recovery of payments that should have been withheld.

e. *Recovery.* In the event that a Retiree receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payment otherwise payable to the Retiree for the month immediately following cessation of work in Prohibited Employment for which payments are not due until the third month following the Retiree's notification to the Trustees called for in subparagraph 3(b), above. If the reductions described above are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the otherwise full size of future monthly pension payments by not more than twenty-five (25%) percent until such full recovery has been received by the Fund.

f. *Resumption of Pension Payments.* In order for payment of a monthly pension benefit to be resumed under this Plan once a suspension described in

this Paragraph has taken place, the Retiree must notify the Trustees in writing that the Retiree has ceased work at Prohibited Employment.

I Depending upon when the resumption of payments takes place, different rules apply as to the amount of payments upon resumption.

A. Resumption Prior to 1988. If the resumption of payments occurs prior to 1988, the Trustees shall resume the pension payments in the same monthly pension amount that the Retiree had been receiving previously.

B. Resumption of Payments Occurring After 1987. If the resumption of payments occurs after 1987, the Trustees shall upon application by the Retiree resume pension payments to the Retiree in a monthly amount, adjusted annually, which reflects any additional benefit earned by reason of the Prohibited Employment, offset by the value of any pension payments received or suspended for this same period of work.

II. In either event, pension payments shall resume on the first day of the third full calendar month following the month in which the Trustees receive the Retiree's written notice of cessation of work. In the event that the Retiree is owed any payments for months in which the Retiree did not work enough hours for such work to fall under the definition of Prohibited Employment, such withheld payments shall be paid to the Retiree with the first resumed pension payment.

g. Advance Status Determination. A retiree or non-retired Participant may write to the Trustees in care of the Plan Administrator to request an advance determination of whether an actual or contemplated employment will be considered a Prohibited Employment, and the Trustees shall reply to such request for information within thirty (30) days after obtaining enough details to make such determination.

4. Claims by Participants and Beneficiaries. You should follow the procedures below when filing a claim for benefits:

a. Claims for benefits shall be made to the Fund Administrator in writing and shall set forth the basis of the claim and shall authorize the Fund Administrator to conduct such examinations as may be necessary to facilitate the payment of any benefits to which the claimant may be entitled under the terms of the Plan;

b. The Fund Administrator shall notify the claimant within ninety (90) days after receipt of the claim (excluding a claim for disability benefits) if the claim has

been denied or modified. If special circumstances require additional time for processing the claim, the Fund Administrator shall inform the claimant in writing indicating the special circumstances requiring an extension of time and the date by which a determination will be rendered. The additional time shall not exceed ninety (90) days.

c. The Fund Administrator shall notify the claimant within forty-five (45) days after receipt of the claim for disability benefits if the claim has been denied or modified. If the Fund Administrator determines that an extension of time is necessary for processing the claim (due to circumstances beyond the control of the Fund), the 45-day period will be extended for an additional 30 days, if additional time is still needed to make a determination, there may be an additional extension of 30 days. In such case the Fund Administrator must notify the claimant (within the initial 45-day period or prior to the expiration of the first 30-day extension) of the circumstances requiring the extension, the date by which the Plan expects to render a determination, the standard, on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim and additional information needed to resolve those issues. The claimant will have 45 days from receipt of the notice to provide the Fund Administrator with any additional information needed.

d. In the event a claim is denied in whole or in part, (“an adverse benefit determination”) the claimant will be provided with written notification including:

- I. The specific reason or reasons for the adverse benefit determination and reference to the specific Plan provisions on which the determination is based;
- II. A description of any additional material or information needed to complete the claim (including an explanation of why the information is needed);
- III. A description of the Plan’s appeal procedure and applicable time limits, as well as a statement of the claimants rights to bring suit under federal law (Section 502(a) of ERISA) following an adverse determination on appeal;

In addition to the above notification requirements, notification with regards to a Disability claim shall also include:

- I. A description of any internal rule, guideline or similar standard that the Fund relied on in making a decision based on medical necessity, experimental treatment or a similar limitation, or statement that such explanation will be provided (without charge) upon the claimant’s request;
- II. A description of any scientific or clinical judgment that the Fund relied

on in making a decision based on medical necessity, experimental treatment or a similar limitation, or a statement that such explanation will be provided (without charge) upon the claimant's request; and

- III. The identification of any medical or vocational experts whose advice was obtained on behalf of the Fund in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

## 5. Appeals.

a. If the claim is denied (in whole or in part), the claimant shall thereafter have sixty (60) days for claims other than disability and one hundred eighty (180) days for disability claims within which to appeal the Fund Administrator's determination to the Trustees. Such appeal shall be in writing, shall be delivered to the Trustees, and shall specify in detail the basis for the objection to the Plan Administrator's determination. The Board of Trustees shall thereby afford the claimant or his duly authorized representative the opportunity to review (free of charge) all documents, records and other information pertinent to the claim, to submit issues and comments in writing and discuss such documents and issues with the Trustees; and

b. The Trustees shall act upon the appeal as soon as possible but no later than the date of the first Board meeting following the date the Plan receives a request for review, unless the request for review is filed within thirty (30) days prior to the date of such meeting. In such case, a determination will be made no later than the date of the second Board meeting following the date the Plan receives a request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, the Fund Administrator shall notify the claimant in writing describing the special circumstances and the date by which a determination will be rendered. The determination shall be rendered no later than the date of the third Board meeting following the date the Plan receives a request for review. The Fund Administrator shall notify the claimant of the Trustees determination as soon as possible but no later than five (5) days after the determination is made. Such notification shall include all of the information described in subsection (d), above, with respect to the Initial Review, as well as a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents.

d. The procedures specified in this Section shall be the sole and exclusive procedures available to a claimant who is dissatisfied with an eligibility determination, or benefit award, or who is otherwise adversely affected by an action of the Trustees. The Trustees may delegate their power or authority to a committee or person, in which case the delegate shall have the same power and authority as the Trustees to the extent of the Trustees' delegation.

7. Legal Actions. No legal action shall be brought to recover benefits under the Plan before the expiration of 90 days after an application has been filed in accordance with the Plan, and no action shall be brought after the expiration of 2 years after the filing of the same.

IMPORTANT NOTE

This Booklet provides a limited description of the Sheet Metal Workers Local 112 Pension Plan. In the event there appears to be a conflict between the description of any Plan provision in this booklet and the description in Pension Plan itself, the language contained in the Pension Plan is the official and controlling language. Nothing in this booklet is to interpret or extend or change, in any way, the provisions stated in the Plan.

The Plan and benefits described in this booklet, while intended to remain in effect indefinitely, can be provided only so long as the parties to the Collective Bargaining Agreements continue to require contributions into the Pension Plan's Trust Fund sufficient to underwrite the future cost of the benefits. While no part of a participant's or beneficiary's vested benefits would ever be reduced or eliminated, the Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

For Further Information or Claim Forms  
Call or Write:

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PENSION FUND  
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P.O. Box 1146  
Elmira, New York 14902-1146  
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