

SHEET METAL WORKERS LOCAL UNION NO. 7, ZONE 2 FRINGE BENEFIT FUNDS

Sheet Metal Workers Local Union No. 7, Zone 2 Health Care Plan
Sheet Metal Workers Local Union No. 7, Zone 2 Pension Plan

Managed for the Trustees by:
TIC INTERNATIONAL CORPORATION

2023 SUPPLEMENT TO THE SUMMARY PLAN DESCRIPTION FOR THE SHEET METAL WORKERS LOCAL 7, ZONE 2 PENSION PLAN

We distributed the Summary Plan Description (the “SPD”) for the Sheet Metal Workers Local 7, Zone 2 Pension Plan (the “Plan”) in 2022. We have made some changes to the Plan. This Supplement explains the changes.

Surviving Spouse Benefit

If you first began receiving disability retirement benefits on or after September 1, 2013, the surviving spouse benefit will apply if you die before your early retirement date. If you first began receiving disability retirement benefits before September 1, 2013, the surviving spouse benefit will apply if you die before your normal retirement date.

Death Benefit

If you have completed at least one year of service under the plan, but die before receiving any benefit payments under the plan or while you are receiving disability retirement benefits under the plan, the lump sum death benefit amount has been changed. The amount of the lump sum death benefit under the plan is increased from \$30,000 to \$60,000, in each case minus the value of any surviving spouse benefit payable to your spouse, and minus the total disability pension benefits you received under the plan.

Lump Sum Payments

The single lump sum payment optional form of payment is now available if the present value of your accrued benefit is \$20,000 or less at the time you request payment (increased from \$15,000). If the value of your vested accrued benefit is \$7,000 or less (increased from \$5,000), the trustees may pay your vested account balance to you in a lump sum payment at any time after termination of employment but before you have received any payments under the plan.

Suspension of Benefits

If you are a retired participant, your benefits will not be suspended for a month in which you return to work at the sheet metal trade and satisfy all of the following criteria:

- (1) you return to work with an employer who is bound by the terms of the collective bargaining agreement to make contributions to the fund on behalf of its employees who are covered by the collective bargaining agreement;
- (2) you perform the work after March 22, 2023, but before January 1, 2025; and
- (3) you started receiving pension benefits from the fund before March 22, 2023.

When you again cease to be employed at the trade, your benefits will be recalculated by adding to the accrued benefit you had earned at the time of your original retirement an amount equal to the credited service earned after your retirement, multiplied by the unit benefit amount in effect on the day on which you last completed an hour of service.

Other Information

See the Summary Plan Description for an explanation of the rest of the Plan. *Please attach this Supplement to your copy of the Summary Plan Description.*

Joint Board of Trustees of the Sheet Metal Workers Local 7, Zone 2 Pension Trust
EIN 38-1616942
Plan Number 001



Sheet Metal Workers Local 7, Zone 2 Pension Plan Summary Plan Description

CONTENTS

1. INTRODUCTION	1
2. GENERAL PLAN INFORMATION	2
3. ELIGIBILITY AND PARTICIPATION	4
ELIGIBILITY	4
PARTICIPATION	4
BREAK IN SERVICE	4
RETURN TO ACTIVE PARTICIPANT STATUS	4
4. BENEFITS	5
ACCRUED BENEFIT	5
VESTING	7
NORMAL RETIREMENT BENEFIT	9
EARLY RETIREMENT BENEFIT	9
DISABILITY PENSION BENEFIT	10
SURVIVING SPOUSE BENEFIT	12
DEATH BENEFIT	13
PRO-RATA PENSION BENEFITS	13
MEDICAL BENEFITS ACCOUNT	13
5. FORMS OF PAYMENT	13
SELECTING A FORM OF PAYMENT	13
NORMAL FORM OF PAYMENT	14
OPTIONAL FORMS OF PAYMENT	14
CASH-OUT OF SMALL BENEFITS	15
DIRECT ROLLOVER	15
CHANGE IN FORM OF BENEFIT AFTER DEATH OF SPOUSE	15
RETIREES WHO WORK OUTSIDE OF THE STATE OF MICHIGAN	15
PAYMENTS IN DOMESTIC RELATIONS CASES	16
6. DESIGNATING A BENEFICIARY	16
7. APPLYING FOR BENEFITS	17
APPLICATION PROCEDURE	17
APPEAL PROCEDURE	17
SPECIAL PROCEDURES FOR CLAIMS RELATED TO DISABILITY	18
REPRESENTATION	20

FACILITY OF PAYMENT.....	20
8. SUSPENSION OF BENEFITS	21
GENERAL RULE.....	21
SPECIAL RULE	21
RETURN TO EMPLOYMENT.....	21
RESUMPTION OF BENEFITS	22
9. FUNDING	22
EMPLOYER CONTRIBUTIONS.....	22
INVESTMENT OF PLAN ASSETS.....	22
ADMINISTRATION EXPENSES	22
10. YOUR RIGHTS AS A PARTICIPANT	23
QUESTIONS ABOUT THE PLAN	23
QUALIFIED MILITARY SERVICE	23
PROTECTION FROM CREDITORS	23
NO RIGHT TO EMPLOYMENT.....	23
AMENDMENT AND TERMINATION.....	23
BENEFIT INSURANCE	24
YOUR ERISA RIGHTS AND PROTECTIONS	24

1. INTRODUCTION

The Sheet Metal Workers Local 7, Zone 2 Pension Plan is a tax-qualified defined benefit pension plan. The plan is maintained under a collective bargaining agreement between the Sheet Metal Employers Association of Western Michigan and the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 7, Zone 2. This is a summary of the plan.

The plan is a tax-qualified defined benefit pension plan funded entirely with contributions from employers. Employers make contributions at the hourly rates specified by the collective bargaining agreement in effect at the time the hours requiring such contributions are worked. The contributions are held in a trust. The trust is used to fund the payment of benefits for eligible employees under the terms of the plan. The plan and the trust are managed according to their terms by six trustees, three appointed by the Union and three appointed by the Employers Association.

The plan and trust are established in documents executed by the trustees. This summary describes the major provisions of the plan and trust in order to help you understand how the plan works, but it does not describe every provision of the plan, trust, or applicable law. If any part of this summary conflicts with the provisions of the plan, trust, or applicable law, or if a provision is not described or is only partially described, the provisions of the plan, trust, and applicable law will control. You may obtain copies of the plan and trust documents from the plan administrator.

The provisions of the plan as described in this summary apply to employees who are active participants in the plan on or after July 1, 2023 and former employees who have vested benefits under the plan with payment beginning on or after July 1, 2023. The rights and benefits of any other participants will be determined by the provisions of the plan that were in effect on the date they ceased being active participants.

2. GENERAL PLAN INFORMATION

Name of Plan	Sheet Metal Workers Local 7, Zone 2 Pension Plan
Type of Plan	Defined benefit pension plan
Plan Effective Date	January 31, 1966. This summary describes the plan as amended through July 1, 2023.
Plan Year	The plan records are maintained on an annual basis. The plan year is the 12-month period ending on December 31 each year.
Plan Sponsor	Joint Board of Trustees Sheet Metal Workers Local 7, Zone 2 Pension Plan c/o TIC International Corporation 6525 Centurion Drive Lansing, MI 48917-9275 (866) 887-4338
Plan Sponsor's EIN	38-1616942
Plan Number	001
Plan Administrator	Joint Board of Trustees Sheet Metal Workers Local 7, Zone 2 Pension Plan c/o TIC International Corporation 6525 Centurion Drive Lansing, MI 48917-9275 (866) 887-4338 The trustees are responsible for administration of the plan. The trustees have discretionary authority to interpret the plan, determine eligibility for participation and benefits, and decide all claims for benefits. The plan trustees will resolve disputes in accordance with the appeal procedures of the plan. For more information about appealing a claim for benefits, see <i>Appeal Procedure</i> above. The trustees have engaged TIC International Corporation as a third-party administrator to provide administration services.
Agent for Service of Process	Process may be served on the plan sponsor at the address above.

Joint Board of Trustees

Employer Trustees

Jan Green (co-chair)
SMACNA, Michigan Chapter
1152 Haslett Road
PO Box 220
Haslett, MI 48840-0220

James Holst
Waltz-Holst Company
230 Alta Dale SE
Ada, MI 49301

Gwen Henning
Versatile Fabrication Company
2708 9th St
Muskegon, MI 49444

Union Trustees

Mike Adams (co-chair)
800 Ellis, Suite 165
Norton Shores, MI 49441

Tate Brown (secretary)
165 E. Fruitvale Road
Montague, MI 49437

James Beach
1504 Woodland Street, SW
Jenison, MI 49428

Ryan Kittle (alternate)
5485 Russell Road
Twin Lake, MI 49457

3. ELIGIBILITY AND PARTICIPATION

ELIGIBILITY

You are eligible to participate in the plan if you are employed by an employer who is required by the collective bargaining agreement between the Union and the Employers Association to make contributions to the plan, or if you are employed by the Union. If you have an ownership interest in such an employer, you are eligible to participate in the plan only if the employer contributes on your behalf.

PARTICIPATION

You become a participant on the date an employer is first required to make a contribution to the plan on your behalf. You will remain an active participant as long as you continue to work at least 160 hours in covered employment during the plan year.

BREAK IN SERVICE

If you work less than 160 hours in covered employment during a plan year (other than the plan year ending during your first 12 months of employment), you will be charged with a break in service. If you incur three consecutive breaks in service, you will lose your status as an active participant in the plan retroactive to the last day of the last plan year in which you worked at least 160 hours in covered employment. At that point, you will be considered an inactive participant.

You will be credited for your regularly scheduled service hours, up to a total of 501 hours, if you are absent from work due to pregnancy, childbirth, placement of a child in connection with adoption, child care immediately following birth or adoption, or other absences under the Family and Medical Leave Act.

You will not be charged with a break in service during any period of excused absence unless you fail to return to employment at the end of the excused absence, nor will you be charged with a break in service if you fail to work 160 hours during a plan year solely because of your retirement, disability, or death during such plan year.

RETURN TO ACTIVE PARTICIPANT STATUS

If you become an inactive participant due to three consecutive breaks in service, as described above, but later work 160 or more hours in covered employment during a plan year, you will be considered an active participant again as of the first day of that plan year.

4. BENEFITS

ACCRUED BENEFIT

Your accrued benefit is the benefit that you have earned as of a particular date. This is the amount you will be entitled to receive each month for the balance of your life when you reach normal retirement age. Your accrued benefit is equal to your years of benefit service times the unit benefit amount in effect when you retire or otherwise cease to be an active participant.

YEARS OF BENEFIT SERVICE

Before 1975: You will be credited with benefit service in each plan year depending on the number of hours of service you complete in plan years before 1975, as follows:

<u>Hours Completed in Plan Year</u>	<u>Credited Service</u>
Less than 400	0.00
400 but less than 800	0.25
800 but less than 1,200	0.50
1,200 but less than 1,600	0.75
1,600 or more	1.00

1975 only: You will be credited with a full year of benefit service if you completed 1,600 or more hours of service in the 1975 plan year. If you completed less than 1,600 hours of service in 1975, you are credited with 1/10th year of benefit service for each 160 hours of service you completed.

After 1975: You will be credited with a full year of benefit service for each plan year beginning after 1975 in which you complete 870 or more hours of service. If you complete less than 870 hours of service in a plan year beginning after 1975, you will be credited with a partial year of benefit service determined by dividing your hours of service for that year by 1,600.

UNIT BENEFIT AMOUNT

The unit benefit amount per plan year is as follows:

- \$75.00 for credited service earned before 1989;
- \$145.50 for credited service earned during 1989 through 2002;
- \$152.50 for credited service earned during 2003, 2004, and 2005; and
- for credited service earned for plan years after 2005—

- for hours worked pursuant to the residential/light commercial addendum to the collective bargaining agreement, \$76.25 for each year of credited service earned from February 1, 2006 through December 31, 2010, \$55.00 for credited service earned during 2011 through 2016, \$60.00 for credited service earned during 2017 through 2020, and \$85.00 for credited service earned on or after January 1, 2021; and
- for hours worked pursuant to the standard provisions of the collective bargaining agreement, \$152.50 for each year of credited service earned during 2006 through 2010, \$110.00 for credited service earned during 2011 through 2016, \$120.00 for credited service earned during 2017 through 2020, and \$170.00 for credited service earned on or after January 1, 2021.

BENEFIT SERVICE CREDITING AFTER BREAKS IN SERVICE

If you become an inactive participant due to three consecutive breaks in service, but later return to active participant status described in this summary under Return to Active Participant Status on page 4, your accrued benefit will be determined as follows:

- Your accrued benefit for years of benefit service *before* the date on which you became an inactive participant will be based on the unit benefit amount in effect on the date you became an inactive participant.
- Your accrued benefit for years of benefit service *after* the date on which you became an inactive participant will be based on the unit benefit amount in effect during your later period of active participation.

TRANSFER OF BENEFIT SERVICE

If contributions are made on your behalf to the pension fund of another local union for employment at the trade outside the jurisdiction of the Union, and those contributions are transferred to this plan under the terms of a reciprocal agreement, you will be credited with benefit service and vesting service under this plan corresponding to the dollar amount of the transferred contributions divided by the applicable contribution rate under this plan. If you have earned pension credits with another local union, you should advise the administrator so that you can take advantage of this provision.

If contributions are made to this plan on your behalf for employment in the jurisdiction of the Union, and those contributions are transferred to the pension fund of another local union under the terms of a reciprocal agreement, you will not receive credit for benefit service and vesting service under this plan following the transfer.

CREDIT FOR DISABILITY LEAVE

If you are not at work for reasons that qualify you for workers' compensation benefits or short term disability benefits under the Sheet Metal Workers Local 7, Zone 2 Health Care Plan, your leave of absence will be considered an excused absence for purposes of the break in service rules, and you will be credited with one hour of service for each calendar year in which you are entitled to the disability benefits. This means that you will be eligible for any increases in benefits that require you have at least one hour of service in the year of the increase.

VESTING

The vested percentage of your benefit is the percentage of your accrued benefit that you are eligible to receive. You vest in your benefit based on the number of years of vesting service you have completed at the time you receive your benefit. The portion of your benefit that is not vested may be forfeited if your employment terminates.

YEAR OF VESTING SERVICE

You are credited with a year of vesting service for each plan year after 1975 in which you complete 870 hours of service. If you complete less than 870 hours of service in a plan year, you will be credited with a partial year of vesting service determined by dividing your hours of service for that year by 1,600. If you worked as a sheet metal worker for an employer before 1975, you have been credited with years of vesting service based on 1,600 hours of service as a full year of service and partial credit for hours less than 1,600 per year. You are credited with a year of vesting service for 1975 if you completed 1,600 hours of service. If you completed less than 1,600 hours of service in 1975, you are credited with 1/10th of a year of service for each 160 hours of service.

VESTED PERCENTAGE

If you ceased to be an active participant in the plan, for any reason other than death or total disability, and you are credited with at least one hour of service after 1996, you are 100% vested in your pension benefit if you have earned five years of vesting service. If you have earned less than five years of vesting service, you have no vested interest in your pension benefit.

If you ceased to be an active participant in the plan after 1974 but before January 1, 1997, for any reason other than death or total disability, you are vested in your pension benefit according to the following schedule:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than five	0%
Five	50%
Six	60%
Seven	70%
Eight	80%
Nine	90%
10 or more	100%

If you ceased to be an active participant in the plan prior to 1975 and after attaining age 40 and completing 10 or more years of service, for any reason other than death or total disability, you are credited with a vested monthly benefit equal to \$8.85 multiplied by your credited service at the date you ceased to be an active participant.

Even if you are not fully vested in your pension benefit, you are eligible for a death benefit after one year of service, and for a disability benefit after five years of service. Please see the sections entitled Death Benefit on page 13 and Disability Pension Benefit on page 10 for more information about these benefits.

VESTING SERVICE CREDIT AFTER BREAKS IN SERVICE

If you become an inactive participant due to three consecutive breaks in service, but later return to active participant status described in this summary under Return to Active Participant Status on page 4 before you have five consecutive breaks in service, your prior vesting service will be reinstated after you have completed one year of vesting service following your return to active participant status.

If you return to active participant status after incurring five or more consecutive breaks in service, your prior years of vesting service will be reinstated after you have completed one additional year of vesting service only if you had five or more years of vesting service prior to the time you became an inactive participant. If you had fewer than five years of vesting service prior to experiencing five consecutive breaks in service, you will forfeit all of your prior years of vesting service.

EFFECT OF CHANGE IN CLASSIFICATION

You earn service credits for vesting purposes for all hours of continuous service as an employee of the same employer, regardless of whether contributions are made to the plan on your behalf. If you change employers or have a break in your continuous service with that employer, you will not receive credit for future years of service until you are again working for an employer in a classification that requires contributions to the plan on your behalf.

NORMAL RETIREMENT BENEFIT

ELIGIBILITY

You are entitled to a normal retirement benefit if you are an active participant when you attain normal retirement age, regardless of your years of service.

NORMAL RETIREMENT AGE

The normal retirement age is age 65.

AMOUNT OF BENEFIT

Your normal retirement benefit will be equal to your accrued benefit at normal retirement age. This benefit is payable on the first day of the month on or after you retire and will continue for the balance of your life. This benefit may be paid in one of the optional forms described in this summary under Forms of Payment beginning on page 14.

EARLY RETIREMENT BENEFIT

ELIGIBILITY

If you have attained early retirement age, you may elect early retirement and have your monthly retirement benefits begin on the first day of any month after your employment terminates.

EARLY RETIREMENT AGE

The early retirement age is age 55 and completion of at least 10 years of service.

AMOUNT OF BENEFIT

The amount of your monthly early retirement benefit will be your accrued benefit as of the date of your retirement, but will be reduced to reflect the likelihood that benefits commencing earlier will be paid over a longer period of time. Your monthly benefit will not be increased after you reach normal retirement age. The amount of reduction depends on the date you most recently completed an hour of service and on the age at which you begin to receive payments.

- If you completed at least one hour of service after 1999, your monthly payments will be reduced as follows:
 - Your accrued benefit earned as of December 31, 2013 will be reduced by 0.1667% per month for each month by which the payment commencement date precedes your 62nd birthday for the first 24 months, and by 0.25% for each additional month by which the payment commencement date precedes your

62nd birthday. There is no reduction if the payments begin on or after your 62nd birthday.

- Your accrued benefit earned after December 31, 2013 will be reduced by 0.1667% per month for each month by which the payment commencement date precedes your 65th birthday for the first 60 months, and by 0.25% for each additional month by which the payment commencement date precedes your 60th birthday.
- If you do not have any service after 1999, but you completed at least one hour of service after 1997, your monthly payments will be reduced by 0.25% per month for each month by which the payment commencement date precedes your 62nd birthday. There is no reduction if the payments begin on or after your 62nd birthday.
- If you do not have any service after 1997, but you completed at least one hour of service after 1990, your monthly payments will be reduced by 0.25% per month for each month by which the payment commencement date precedes your 63rd birthday. There is no reduction if the payments begin on or after your 63rd birthday.
- If you did not complete at least one hour of service after 1990, your monthly payments will be reduced by 0.25% per month for each month by which the payment commencement date precedes your 65th birthday.

This benefit is payable on the first day of each month after you retire and will continue for the rest of your life. This benefit may be paid in one of the optional forms described in this summary under Forms of Payment beginning on page 14.

DISABILITY PENSION BENEFIT

ELIGIBILITY

If you have completed at least five years of service and you become totally and permanently disabled, you are eligible for a disability pension benefit. You are considered to be totally and permanently disabled if you qualify for Social Security disability retirement benefits. However, you will not be eligible for a disability pension benefit if your disability consists of chronic alcoholism or addiction to narcotics, or resulted from service in the armed forces of any country, or if you became disabled while committing a felony.

AMOUNT OF BENEFIT

Your disability pension benefit will be calculated as follows:

- If you began receiving disability pension benefits before September 1, 2013, your benefit will be equal to your accrued benefit as of the last day you were at work.

- If you begin receiving disability pension benefit on or after September 1, 2013, your benefit will be equal to your accrued benefit as of the last day you were at work, but the monthly benefit will be reduced by 0.1667% per month for each month by which the payment commencement date precedes your 65th birthday for the first 60 months, and by 0.25% for each additional month by which the payment commencement date precedes your 60th birthday for the next 60 months. The maximum reduction will be 25% for disability retirement prior to age 55.

If you apply for a disability pension benefit within 30 days after you receive notice from the Social Security Administration advising you that you qualify for Social Security disability benefits, your benefit will begin as of the first day of the sixth month after you became totally and permanently disabled, and will be paid retroactively to the first day of the sixth month. If you apply more than 30 days after you receive notice from the Social Security Administration, your benefit will begin on the first day of the month after you apply.

The disability pension benefit is payable on the first day of each month and payments will continue as follows:

- If your benefit began before September 1, 2013, payments will continue until you reach age 65 or recover from your disability, whichever is earlier. Once you reach age 65, your disability pension benefit will be continued as a normal retirement benefit.
- If your benefit begins on or after September 1, 2013, payments will continue until you reach age 55 or recover from your disability, whichever is earlier. Once you reach age 55, your disability pension benefit will be continued as an early retirement benefit.

The trustees may require you to undergo periodic physical examinations to confirm your disabled status. Examinations will not be required more than once per year or after age 65.

If you recover from your disability and return to work within one month of your recovery, all your prior vesting and benefit service will be restored and used to determine your benefit at normal retirement. If you are not available to return to work within one month of your recovery, you will be considered an inactive participant as of the date you became disabled.

If you first began receiving or are entitled to receive disability pension benefits on or after September 1, 2013, and you die before early retirement age , and are survived by a spouse to whom you have been married for at least one year prior to your death, your surviving spouse will be eligible for a surviving spouse benefit. The surviving spouse benefit will be payable beginning on the first day of the month after the date of your death or the date on which you would have reached early retirement age , whichever is later, and continue every month thereafter until the death of your spouse. The surviving spouse benefit will be based

on your accrued benefit as if you had retired on the first day of the month in which you died, payable in the form of a joint and 100% survivor annuity with your spouse.

If you first began receiving disability pension benefits before September 1, 2013, and you die before normal retirement age, and are survived by a spouse to whom you have been married for at least one year prior to your death, your surviving spouse will be eligible for a surviving spouse benefit. The surviving spouse benefit will be payable beginning on the first day of the month after the date of your death or the date on which you would have reached normal retirement age, whichever is later, and continue every month thereafter until the death of your spouse. The surviving spouse benefit will be based on your accrued benefit as if you had retired on the first day of the month in which you died, payable in the form of a joint and 100% survivor annuity with your spouse.

SURVIVING SPOUSE BENEFIT

ELIGIBILITY

Your spouse is eligible for a surviving spouse benefit if—

- you die after becoming eligible for normal or early retirement benefits or before you are eligible for early retirement benefits, but after you become vested in your accrued benefit;
- you had not received any payments under the plan at the time of your death; and
- you had been married throughout the one-year period ending on the date of your death.

AMOUNT OF BENEFIT

The surviving spouse benefit is equal to the benefit your spouse would have received if you had retired in the manner for which you were eligible on the day before your death, and had elected payment in the form of a joint and survivor annuity with your spouse as the contingent annuitant.

If you die after early retirement age or normal retirement age, your surviving spouse is eligible to receive the 100% survivor benefit beginning on the first day of the month following your death.

If you die before early retirement age, your surviving spouse is eligible to receive the 50% survivor benefit beginning as of the date you would have attained early retirement age. The surviving spouse benefit will be paid monthly up to and including the month in which your surviving spouse dies. If the present value of the surviving spouse benefit is less than \$20,000 at the time your spouse is eligible for payment, your spouse may elect a lump sum payment equal to the value of the benefit.

DEATH BENEFIT

ELIGIBILITY

If you die before receiving any payments under the plan, but after you have completed at least one year of service, or if you are receiving disability retirement benefits at the time of your death, your designated beneficiary is entitled to receive a pre-retirement death benefit.

AMOUNT OF BENEFIT

Your pre-retirement death benefit is \$60,000, minus the value of any surviving spouse benefit payable to your spouse, and minus the total disability pension benefits you received under the plan.

PRO-RATA PENSION BENEFITS

If you do not have enough service to qualify for benefits under one of the previous sections, you may still qualify for a benefit if you have earned service credits after July 1, 1988, from other related pension plans that participate under the terms of the International Reciprocal Agreement for Sheet Metal Workers' Pension Funds. If your combined service credits under this plan and related pension plans are enough to satisfy the service requirements for a normal retirement benefit, early retirement benefit, vested benefit, or disability pension benefit under this plan, then you may be entitled to a pro rata pension under this plan. Your pro-rata pension will be based on the accrued benefit you have earned under this plan.

MEDICAL BENEFITS ACCOUNT

The trustees have established a medical benefits account in the trust and are funding that account with a portion of the employer contributions to the fund. The money in this account will be used to pay a portion of the premiums for medical coverage for retirees and their dependents. The portion of the premium that will be paid from this account will be determined in the future and the establishment of this fund will assist retirees in purchasing health care coverage at affordable rates.

5. FORMS OF PAYMENT

SELECTING A FORM OF PAYMENT

Prior to the date on which you are eligible to begin receiving benefits, the trustees will furnish you with an explanation of the optional forms of payment and the monthly

payments available to you under each option. You will have a reasonable time in which to consider the options. If you do not select an optional form of payment, your benefit will be paid in the normal form of payment.

Optional forms of payment must be elected in writing on forms provided by the trustees and must be elected before the date on which payments are to begin.

NORMAL FORM OF PAYMENT

If you are not married at the time benefit payments begin, the normal form of payment for your accrued benefit will be a monthly payment from the commencement date to and including the month in which you die.

If you are married at the time payments begin, the normal form of payment for your accrued benefit will be a joint and 50% survivor annuity with your spouse that is actuarially equivalent to your accrued benefit.

OPTIONAL FORMS OF PAYMENT

Instead of the normal form of benefit payment, you may elect any one of the optional forms of payment described below. The actuarial value of each optional form of payment will be the same as the normal form of payment, but the amount of the monthly payment will be adjusted according to the form selected by the actuaries employed by the plan administrator and will be based on the actuarial assumptions stated in the plan. If you are married at the time payments are to begin, your spouse must consent to your choice of an optional form of benefit. The optional forms of benefit are as follows:

LIFE ANNUITY WITH 10-YEAR MINIMUM PAYMENT PERIOD

This form is a monthly payment for your lifetime, with a minimum 10-year payment period. If you die within ten years, payments will be paid to your beneficiary for the remainder of the ten-year period. If you live beyond the ten-year period, you will continue to receive the monthly pension until your death. You may, with the consent of your spouse, change your beneficiary at any time.

JOINT AND 50%, 66⅔%, 75%, OR 100% SURVIVOR BENEFIT

This form is a monthly payment for your lifetime, with a survivor benefit. After your death, if your beneficiary survives you, 50%, 66⅔%, 75%, or 100% of your monthly pension will be paid monthly to your beneficiary for the rest of the beneficiary's life. You may name your spouse or another person as your beneficiary.

SINGLE LUMP SUM PAYMENT

If the present value of your vested accrued benefit is \$20000 or less at the time you request payment, you may elect payment in a single lump sum equal to the present value of your benefit, as determined using the actuarial assumptions specified in the plan. If you are married at the time you request payment, your spouse must consent to receiving payment in a lump sum.

CASH-OUT OF SMALL BENEFITS

If, at any time after termination of your employment but before you have received any payments under the plan, you are entitled to payment of benefits, or your surviving spouse is entitled to payment of benefits, and the value of your vested accrued benefit is \$7,000 or less, the trustees may pay your vested account balance to you at any time at any time, without the consent of you, your spouse, or any other beneficiary, in a lump sum payment equal to the actuarial present value of your accrued benefit (subject to applicable tax withholding requirements). For this purpose, the actuarial present value will be determined using the actuarial assumptions specified in the plan.

DIRECT ROLLOVER

You, your surviving spouse, or your spouse or former spouse who is an alternate payee, may be eligible to elect to make a direct rollover of your pension benefit to an IRA or other eligible retirement plan. Any other beneficiary may be eligible to elect to make a direct rollover to an IRA that is designated as an inherited IRA. More information about this will be provided when you or a beneficiary become eligible for a distribution.

CHANGE IN FORM OF BENEFIT AFTER DEATH OF SPOUSE

If you are receiving benefit payments in the form of a joint and survivor annuity with your spouse, and your spouse dies before you do, your monthly benefit will be increased for the rest of your life to the amount you would have received if the joint and survivor form of payment had been waived at the time of your retirement. You must apply for the increased benefit and provide the trustees with a death certificate for your spouse. The increased monthly benefit will be payable for the rest of your life and will be paid retroactively to the first day of first month after your spouse's death (but retroactive benefits will not be paid for more than 24 months).

RETIREES WHO WORK OUTSIDE OF THE STATE OF MICHIGAN

If, after retirement, you work at the trade in a local that is outside of the State of Michigan and have your fringe benefits returned to the plan, your pension benefit will be recalculated

every year to include benefits based on service credits earned outside of the State of Michigan after retirement. The recalculation will be done after the trustees have received the fringe benefits from the other locals and will be retroactive to the first day of the year. If you are planning to work out of state after retirement, you should make sure that your fringe benefit payments will be returned to the plan so that you will be eligible for this benefit.

PAYMENTS IN DOMESTIC RELATIONS CASES

The plan will pay all or part of your accrued benefit to an alternate payee as required by a qualified domestic relations order. Your spouse, former spouse, child, or other dependent can be an alternate payee.

If the trustees receive a domestic relations order relating to your benefit, the trustees will notify you of the receipt of the order and give you an opportunity to comment on the order. The trustees will then determine whether the order satisfies the requirements for a qualified domestic relations order and notify you accordingly. If the order qualifies, the plan will comply with the terms of the order.

The plan may charge your account with reasonable costs incurred in responding to a domestic relations order, including attorney fees and consultant fees.

6. DESIGNATING A BENEFICIARY

IMPORTANT: You may designate a beneficiary to receive the death benefit or remaining annuity payments, whichever is applicable, if you die. You should review your beneficiary designation from time to time, and change it as necessary or appropriate, especially at the time of significant life events, such as marriage, divorce, birth, or adoption.

You may designate a beneficiary at any time by completing a beneficiary designation form. Your spouse is automatically designated as your beneficiary unless you designate another beneficiary with your spouse's written consent. Your spouse's consent must be witnessed by a plan representative or a notary public and filed with the plan administrator. If you have designated your spouse as a beneficiary, termination of the marriage by divorce or annulment will automatically terminate the designation of your spouse unless otherwise provided in a qualified domestic relations order.

If you do not designate a beneficiary or your beneficiary does not survive you, the benefit will be paid to your surviving spouse, if any, or otherwise to your surviving children equally, if any, or otherwise to your surviving parents equally, if any, or otherwise to your estate.

A beneficiary designation will become effective when the trustees receive it, but only if the trustees receive it before your death. Each beneficiary designation, when it becomes effective, supersedes all previous beneficiary designations.

7. APPLYING FOR BENEFITS

APPLICATION PROCEDURE

You should ask about your benefits under the plan when your employment terminates. The trustees will provide you with an application for payment and a written explanation of rollover options at least 30 and not more than 180 days before the payment of your benefits begins. The plan administrator normally processes claims for benefits within 90 days. If there are special circumstances that require more time, the plan administrator will let you know what they are and how much more time is needed. The additional time will not be more than 90 days.

If the trustees deny your claim, the trustees will give you a written notice explaining why the claim was denied, the plan provisions on which the determination was based, whether additional information would help, why the additional information is needed, and a description of your right to full and fair review through the plan's appeal procedure.

APPEAL PROCEDURE

If you disagree with the initial determination, you may appeal the determination. You must file the appeal with the trustees in writing within 60 days after you receive the notice of denial. You must also submit in writing all comments, documents, records, and other information that you want the trustees to consider.

At your request, the trustees will provide you or your authorized representative reasonable access to and copies of all documents, records, and other information relating to your claim.

The trustees will review your appeal, considering comments, documents, records, and other information that you submit, whether or not it was submitted or considered in the trustees' initial determination.

The trustees normally review claims on appeal within 60 days. If there are special circumstances that require more time, the plan administrator will let you know what they are and how much more time is needed. The additional time will not be more than 60 days.

If your claim is wholly or partially denied after review, the trustees will give you a written notice explaining why the claim was denied, the plan provisions on which the determination was based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relating to your claim.

LEGAL ACTIONS

If you are not satisfied with the trustees' decision on your appeal, you may take further legal action under the federal law known as ERISA, but you may not commence any legal action regarding a claim for benefits before you exhaust the applicable claims procedure, including proper request for review of any adverse initial determination. You may not commence any legal action more than two years after the final determination on review. Judicial review will be limited to review for abuse of discretion.

SPECIAL PROCEDURES FOR CLAIMS RELATED TO DISABILITY

If your claim involves a determination of disability, and the determination of disability is not to be made by a third party (such as the Social Security Administration or an insurance company), the claims procedure will be modified as follows:

- The initial determination will be made within 45 days, and the time for any extension will be up to 30 days, but the plan administrator may further extend this time for up to 30 more days if it provides written notice of the further extension before the end of the initial extension period. In the case of any extension, the notice of extension will specifically explain the standards for the determination of disability, the unresolved issues that prevent a determination on the claim, and the additional information needed to resolve those issues, and will allow at least 45 days for you to provide the specified information.
- If your claim is wholly or partially denied, the notice of determination will be provided in a culturally and linguistically appropriate manner and will include all of the following:
 - a discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views presented to the plan of health care professionals treating you and vocational professionals who evaluated you, (ii) if the plan administrator obtained advice from medical or vocational experts in connection with the determination, the views of the experts regardless of whether the plan administrator relied on the advice in making the determination, and (iii) if presented to the plan administrator, a disability determination by the Social Security Administration;

- if the determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that the explanation will be provided free of charge upon request;
 - either the specific internal rules, guidelines, protocols, or other similar criteria of the plan that were relied on in making the determination or, alternatively, a statement that such rules, guidelines, protocols, or other similar criteria of the plan do not exist; and
 - a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- If you disagree with the initial determination, you may request a review of the determination within 180 days.
 - The determination on review will be conducted without deference to the initial determination and will be made by a committee composed of individuals who did not take part in the initial claim determination.
 - If the initial determination was based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual who was consulted in connection with the initial determination nor the subordinate of any such individual.
 - If the plan administrator obtained advice from medical or vocational experts on behalf of the plan in connection with the initial determination, the plan administrator will identify the experts regardless of whether the plan administrator relied on the advice in making the initial determination.
 - Before the committee may make an adverse determination on review, if the committee obtains, considers, or relies on any new or additional evidence in connection with the review, or if the committee is going to base the adverse determination on a new or additional rationale, the plan administrator will provide the evidence or rationale to you, free of charge, as soon as possible and in time to give you a reasonable opportunity to respond before the date for making a determination on review.

- If the claim is wholly or partially denied on review, the notice of determination will be provided in a culturally and linguistically appropriate manner and will include all of the following:
 - a discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views presented to the plan of health care professionals treating you and vocational professionals who evaluated you, (ii) if the plan administrator obtained advice from medical or vocational experts in connection with the determination, the views of the experts regardless of whether the plan administrator relied on the advice in making the determination, and (iii) if presented to the plan administrator, a disability determination by the Social Security Administration;
 - if the determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that the explanation will be provided free of charge upon request;
 - either the specific internal rules, guidelines, protocols, or other similar criteria of the plan that were relied on in making the determination or, alternatively, a statement that such rules, guidelines, protocols, or other similar criteria of the plan do not exist.

REPRESENTATION

You may designate someone to act on your behalf during any or all stages of review, but you are responsible for the fees and expenses of the representative.

FACILITY OF PAYMENT

The plan administrator may rely on affidavits and other information that the administrator believes to be reliable. The plan administrator may authorize payment of benefits to any person on behalf of a participant or beneficiary for the convenience of the participant or beneficiary. If the plan administrator authorizes such a payment, the payment will discharge the plan from liability with respect to the payment.

8. SUSPENSION OF BENEFITS

GENERAL RULE

If you retire and begin receiving benefits under the plan, and return to employment in the sheet metal trade within the State of Michigan, your benefit payments will be suspended. You will be given a notice of the suspension of benefits during the first month for which payments are to be suspended.

You will be considered to be working at the sheet metal trade if you work for any employer in the sheet metal industry in the State of Michigan. You may, however, work as a part-time instructor or coordinator for the Sheet Metal Apprentice Program operated by the Western Michigan JATC without loss of retirement benefits.

SPECIAL RULE

If you are a retired participant, your benefits will not be suspended for a month in which you return to work at the sheet metal trade and satisfy all of the following criteria:

- (1) you return to work with an employer who is bound by the terms of the collective bargaining agreement to make contributions to the fund on behalf of its employees who are covered by the collective bargaining agreement;
- (2) you perform the work after March 22, 2023, but before January 1, 2025; and
- (3) you started receiving pension benefits from the fund before March 22, 2023.

When you again cease to be employed at the trade, your benefits will be recalculated by adding to the accrued benefit you had earned at the time of your original retirement an amount equal to the credited service earned after your retirement, multiplied by the unit benefit amount in effect on the day on which you last completed an hour of service.

RETURN TO EMPLOYMENT

RETURN TO EMPLOYMENT AFTER AGE 65

If you have retired and return to work at the sheet metal trade for more than 40 hours in any month after age 65, your retirement benefits for the month will be suspended.

RETURN TO EMPLOYMENT BEFORE AGE 65

If you have retired under the plan and return to work at the sheet metal trade for at least one hour in any month before age 65, your retirement benefits for the month will be suspended.

RESUMPTION OF BENEFITS

Your benefit payments will be resumed when you cease to be employed in the sheet metal trade. Your benefit will be recalculated for any benefit service earned after the date of your previous retirement. If you had received payment for a month in which you worked and your benefits should have been suspended, your benefits in future months will be reduced by 25% per month until the Fund has recovered the amount of the payment made during the month of ineligibility.

If you have any questions about the suspension of your benefits, you should call the Local Union office.

9. FUNDING

EMPLOYER CONTRIBUTIONS

Employers will make contributions to the plan at the hourly rate required by the collective bargaining agreement in effect at the time the hours requiring such contributions are worked. The trustees intend the employer contributions to be sufficient to fund the benefits provided by the plan.

Forfeitures arising from severance of employment, death, or any other reason will not be applied to increase the benefits any participant would otherwise receive under the plan at any time before termination of the plan, but will be used to reduce plan expenses.

INVESTMENT OF PLAN ASSETS

The trustees will hold the plan assets as a separate and distinct trust fund for the exclusive benefit of participants and their beneficiaries, and for the payment of investment expenses. The trustees may appoint one or more custodians or other nominees to hold all or any part of the plan assets, and may appoint one or more registered investment advisors, banks, or insurance companies as investment fiduciaries to manage the investment of all or any part of the plan assets.

ADMINISTRATION EXPENSES

Expenses of administering the plan and trust are paid from the plan assets.

10. YOUR RIGHTS AS A PARTICIPANT

QUESTIONS ABOUT THE PLAN

If you have questions about the plan, you should contact the trustees. Most questions about the plan can be resolved quickly and fairly. If you request information and don't receive it, please check to make sure the trustees received your request. The trustees intend to respond to questions and requests for information as quickly as possible.

QUALIFIED MILITARY SERVICE

If you take an authorized leave of absence for qualified military service and return to employment during the period for protection of your reemployment rights, you will be credited with 40 hours of service for each week of the leave of absence.

If you die while performing military service, your account balance will be 100% vested and your surviving spouse or other beneficiaries will be entitled to payment as provided in the plan.

PROTECTION FROM CREDITORS

The plan prohibits assignment or alienation of your benefit. These provisions protect your benefits from your creditors. These provisions also prevent you from assigning or pledging your interest in the plan as security for a loan or other obligation. However, these provisions do not prevent a portion of your benefits from being assigned to an alternate payee by a qualified domestic relations order or from being taken by the government for unpaid taxes.

NO RIGHT TO EMPLOYMENT

The plan merely provides benefits for employment. It is not a contract of employment and does not give you any right to continued employment. If your employment terminates for any reason, you will be entitled to the benefits you have earned under the plan in accordance with the terms of the plan.

AMENDMENT AND TERMINATION

The trustees may amend the plan or trust at any time. An amendment may be retroactive, as required or permitted by law, but an amendment may not retroactively reduce your accrued benefit, or eliminate other benefits, except as required or permitted by law. An amendment will ordinarily be effective on the first day of the plan year in which it is

adopted. If the amendment significantly changes the provisions of the plan outlined in this summary, we will provide a supplement or a new summary to you or your beneficiaries.

Although the Employers Association, the Union, and the trustees intend to continue the plan indefinitely, they reserve the right to terminate the plan. If the plan is terminated, your accrued benefit will be 100% vested. The trust will be continued for your benefit and the assets will not be returned to the employers.

BENEFIT INSURANCE

Federal law established a plan termination insurance program for certain pension benefit plans. The program is administered by a government organization called the Pension Benefit Guaranty Corporation (PBGC). Your benefits under this plan are covered by the plan termination insurance program. This program guarantees your basic pension benefits, including pension benefits at normal retirement age, most early retirement benefits, and annuity benefits for survivors of plan participants. More information about the plan termination insurance program is available at www.pbgc.gov.

YOUR ERISA RIGHTS AND PROTECTIONS

As a participant in the plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (“ERISA”). The following statement is provided in accordance with federal regulations.

OBTAINING INFORMATION

ERISA provides that all participants are entitled to:

- Examine, without charge, at the plan administrator’s office, and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and the current summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a benefit statement, at least once every three years, free of charge.

FIDUCIARY RESPONSIBILITIES

In addition to creating rights for participants, ERISA imposes duties on the people who are responsible for the operation of the plan. These people are called fiduciaries and they have a duty to administer the plan prudently and in the interest of you and other participants and beneficiaries.

NONDISCRIMINATION

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 benefit from the plan or exercising your rights under ERISA.

CLAIMS FOR BENEFITS

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

ENFORCING YOUR RIGHTS

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

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents, you may contact the nearest office of the Employee

Benefits Security Administration, U.S. Department of Labor, which is listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, 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.