

# **SUMMARY PLAN DESCRIPTION**

**Sheet Metal Workers Local Union No. 71  
Annuity Plan**

**Dated: April 2018**

# TABLE OF CONTENTS

	<u>SECTION</u>	<u>PAGE</u>
I	GENERAL INFORMATION	2
II	COLLECTIVE BARGAINING AGREEMENTS	3
III	PARTICIPATION	3
IV	PARTICIPANT ACCOUNTS AND ALLOCATIONS	4
V	VESTING	5
VI	ACCOUNT INVESTMENTS	5
VII	DISTRIBUTION OF BENEFITS	5
VIII	HOW YOUR BENEFITS WILL BE PAID	7
IX	DEATH BENEFITS	8
X	PARTICIPANT LOANS AND WITHDRAWALS	9
XI	MISCELLANEOUS	10
XII	CLAIMS BY PARTICIPANTS AND BENEFICIARIES	11
XI11	STATEMENT OF ERISA RIGHTS	14
XIV	AMENDMENT AND TERMINATION OF YOUR PLAN	15
XV	PLAN INTERPRETATION AND DETERMINATIONS	15

## I. GENERAL INFORMATION

**Name of Plan:** Sheet Metal Workers Local Union No. 71 Annuity Plan

**Type of Plan:** Profit-sharing Plan

**Plan Number:** 001

**Plan Sponsor:** Board of Trustees  
Sheet Metal Workers Local No. 71 Annuity Plan  
24 Liberty Avenue  
Buffalo, NY 14215  
(716) 835-8836

**Employer Identification Number:** 16-1592883

**Type of Administration:** Jointly Administered Trust Fund

**Plan Administrator:** Board of Trustees  
Sheet Metal Workers Local No. 71 Annuity Plan  
24 Liberty Avenue  
Buffalo, NY 14215

### **Board of Trustees:**

#### **Union Trustees**

*Paul Crist*  
24 Liberty Avenue  
Buffalo, New York 14215

*John Helak*  
24 Liberty Avenue  
Buffalo, New York 14215

*Kenneth J. Jablonski*  
24 Liberty Avenue  
Buffalo, New York 14215

*Michael T. Emiliani*  
24 Liberty Avenue  
Buffalo, New York 14215

#### **Employer Trustees**

*Robert Beck*  
300 Colvin Woods Parkway  
Tonawanda, New York 14150

*Jeffrey Mertz*  
P.O. Box 750  
Buffalo, New York 14207

*Andrew Nowak*  
303 Central Avenue  
Buffalo, New York 14206

*Richard Wagner*  
495 Kennedy Road  
Buffalo, New York 14227

**Plan Year:** June 1 - May 31

**Agent for Service of Legal Process:** Service of legal process may be made on any of the Trustees at the plan office.

**Custodian:** The Principal Financial Group  
P.O. Box 9394  
Des Moines, Iowa 50306-9394

**Legal Counsel:** Lipsitz Green Scime Cambria LLP  
42 Delaware Avenue, Suite 120  
Buffalo, NY 14202

**Accountants:** Tronconi Segarra & Associates LLP  
8321 Main Street  
Buffalo, NY 14221

## **II. COLLECTIVE BARGAINING AGREEMENTS**

This Plan is maintained pursuant to one or more Collective Bargaining Agreements. A copy of the Collective Bargaining Agreement between the Union and your Employer may be obtained upon written request to the Fund Office, and is also available for examination at the Fund Office.

## **III. PARTICIPATION**

Before you become a member or a "participant" in the Plan, there are certain participation rules, which you must meet. These rules are explained in this section.

### **Participation Requirements**

You will be eligible to participate in the Plan on the first of the month following the date you become employed by a Contributing Employer. For purposes of this section, a "Contributing Employer" is an Employer who has a Collective Bargaining Agreement with the Union.

If you separate from service with your Employer after meeting the eligibility rules and are rehired by a Contributing Employer, you will be eligible to participate in the Plan and will enter the Plan immediately on the first day of the month following the date you again become an Employee.

## Included Employees

For purposes of the above, you become an Employee when you begin to work for an Employer who has a Collective Bargaining Agreement with the Union requiring contributions to the Plan on your behalf. You can also become an Employee by working for the Union or for the Fund itself, if the Trustees agree.

## IV. PARTICIPANT ACCOUNTS AND ALLOCATIONS

### Accounts

A separate Account will be maintained on your behalf. The balance of your Account will represent your share in the trust and may consist of any of the following allocations.

**Employer Contributions** – Once you have satisfied the requirements for participation, your Employer will contribute to the Plan on your behalf. The amount of the Employer Contributions is based on your hours worked and is specified in the Collective Bargaining Agreement with your Employer. These contributions will be allocated to your Account on a monthly basis.

**Rollover Contributions** – This plan accepts rollover distributions from other plans. In the event you elect to rollover or transfer a distribution from another plan to the Sheet Metal Workers Local Union No. 71 Annuity Plan, the amount of the distribution will be added to your Account and shall share in the earning and losses of the Fund as described below.

**Earnings and Losses** – The fair market value of the assets of the Fund will be determined as of May 31 of each year and at such other times as the Trustees deem appropriate. Any investment earnings or losses will be proportionately allocated among the existing Accounts.

**Administrative Expenses** – In the course of administering the Plan, the Trustees from time to time will need to pay certain expenses associated with operating the Plan in a sound manner. Generally, these expenses will be allocated equally among all Participants' Accounts. However, there are certain expenses that will be paid from just your Account. These are expenses that are specifically incurred by, or attributable to you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your Account be paid to your ex-spouse. These additional expenses will be paid directly from your Account (and not the Accounts of other Participants) because they are directly attributable to your benefit under the Plan. The Trustees retain the right to decide how administrative expenses will be allocated.

### Limitations

You should be aware that the law imposes certain limits on how much money may be allocated to your Account for a year. These limits are extremely complex but generally no more than the lesser of \$54,000 or 100% of your compensation may be allocated to you (excluding earning and losses) in any year. The Trustees will inform you if these limits have affected you.

## **V. VESTING**

You will become 100% (fully) vested in your Account, including Employer Contributions and rollover/transfer contributions plus any earnings that they generate, immediately upon your effective date of participation as described in Section III – Participation.

Your vested benefit will normally be distributed to you or your beneficiary upon your death, disability, retirement or termination of employment.

## **VI. ACCOUNT INVESTMENTS**

### **Employee Directed Investments**

Under the Plan, the assets of the Fund are invested by the Trustees on behalf of the Participants. You may, however, elect to direct the investment of all or a portion of your Account. This investment direction is specified in the Participant Direction Procedure and is available through the Principal Account with the Principal Financial Group.

If you elect to direct the investment of your Account, you will receive a personal plan Account statement on a quarterly basis. This statement will show your Account balance at the beginning of the period, any activity in the Account during the period (contributions, distributions, etc.), the amount of earnings generated by the Account, and your vested amount and Account balance at the end of the period.

Specific information regarding Participant investment direction is available from the Fund Office.

## **VII. DISTRIBUTION OF BENEFITS**

Your benefits may be distributed upon the occurrence of any of the following events:

- Retirement on or after age 55
- Death
- Disability
- Hardship
- Termination of employment
- Termination of the plan

## **Normal Retirement**

You may retire on or after you attain age fifty-five (55). At the time of your retirement the Trustees shall make payment of the entire amount in your Account. Payment will be made in a single-lump sum unless you elect to receive it in a series of installment payments.

## **Death**

In the event of your death prior to the commencement of benefit payments, the Trustees will pay the entire amount in your Account to your Beneficiary. Your Beneficiary may elect to receive a single-lump sum payment or installment payments that may not exceed his/her life expectancy. However, if the value of your Account is five thousand (\$5,000) dollars or less, the Trustees may make a cash-lump sum payment to your designated Beneficiary.

If you are married at the time of your death, your Beneficiary is your spouse unless you elect otherwise. Your spouse must consent to this election in writing and must be witnessed by a Plan Administrator, a Plan Representative or a Notary Public. He/She must acknowledge the effect of such waiver. Please refer to Section VIII below.

## **Disability**

In the event that you become totally and permanently disabled, you will receive a single lump sum payment of your Account balance unless you elect to receive it in a series of installment payments. Disability means a physical or mental condition resulting from an injury, disease or mental disorder which prohibits you from continuing to work for a contributing Employer. Disability will be determined by a licensed physician chosen by the Trustees.

## **Hardship**

You may make a hardship withdrawal of your Account balance under the following circumstances, based on your showing to the Board of Trustees that it is for an immediate and heavy financial need:

- To pay for medical care expenses that were previously incurred by you, your spouse or your dependents. These expenses cannot be reimbursable under any other insurance program or health plan. Medical Care Expenses include amounts paid for the diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body and transportation primarily for and essential to the medical care described in this section;
- To pay for costs directly related to the purchase of your principal residence, however, this is only available after you have exhausted the loan benefit available under the Plan. (This does not include mortgage payments);
- Funeral expenses for a member of your family;

- Payment of tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children, or your dependents; or
- Payments necessary to prevent your eviction from or foreclosure on the mortgage of your principal residence.

A hardship distribution shall be limited to 100% of your Account value, or the total amount of the hardship expense, whichever is less, and will be made in a single lump sum payment. If you are married, your spouse must consent to the hardship withdrawal.

### **Termination of Employment**

Termination of Employment will occur in the event you become disabled or after a six (6) consecutive month period during which you do not complete an Hour of Service. Distribution of the balance in your Account will be made in a single lump sum payment unless you elect to receive installments.

### **Termination of the Plan**

In the event that this Plan terminates the Trustees will distribute the balance in your Account as of the date of termination. Distribution will be made in a single lump sum payment.

## **VIII. HOW YOUR BENEFITS WILL BE PAID**

Benefits at retirement or termination of employment will be paid in one of the following ways:

- A single lump sum distribution,
- Installment payments.

If your vested Account balance is less than \$5,000, the Trustees may distribute your benefits in the form of a lump sum payment without your consent. If your vested Account balance exceeds \$5,000, no distribution can be made without your consent.

### **Single Lump Sum Distribution**

The standard form of benefit payment under the plan is a Single Lump Sum Distribution. Application for a benefit distribution must be made in writing with the Plan Administrator. Payment of this form of benefit will be made as soon as administratively feasible following your retirement.

You may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account (“IRA”). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights.



If the amount of the distribution is more than \$1,000 and you do not elect either to receive or to roll over the distribution, then your distribution must be rolled over to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds, at any time and without cost, to any other IRA you choose. You may contact the Plan Administrator for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

### **Installment Payments**

In lieu of the Single Lump Sum Distribution you may elect to receive your Account balance in a series of installments. Such installments will be payable to you on a monthly, quarterly, semiannual or annual basis. The length of time you will receive your installments shall not exceed your life expectancy or the life expectancy of your designated Beneficiary. This election must be done in writing.

To provide this option to you, the Trustees may purchase a nontransferable annuity contract for a term certain with no life contingencies.

### **Distribution Rules**

GENERALLY, WHENEVER A DISTRIBUTION IS TO BE MADE TO YOU ON OR AS OF AN ANNIVERSARY DATE, IT MAY BE MADE ON SUCH DATE OR AS SOON THEREAFTER AS IS PRACTICABLE. HOWEVER, UNLESS YOU ELECT IN WRITING TO DEFER THE RECEIPT OF BENEFITS, NO DISTRIBUTION MAY BEGIN LATER THAN THE 60TH DAY AFTER THE CLOSE OF THE PLAN YEAR IN WHICH THE LATEST OF THE FOLLOWING EVENTS OCCURS:

- the date on which you reach the age of 65;
- the 5th anniversary of the year in which you became a participant in the Plan;
- the date you terminated employment with your Employer.

Regardless of whether you elect to delay the receipt of benefits, there are other rules, which generally require minimum payments to begin no later than the April 1st following the year in which you reach age 70 1/2. You should see the Trustees if you feel you may be affected by this rule.

## **IX. DEATH BENEFITS**

### **Death Benefit Distributions**

If you die before your retirement benefits begin, your entire Account balance will be payable to your designated Beneficiary. Your Beneficiary will may elect to receive benefits in the form of a single lump sum payment or installments payments (see Section VIII – “How Your Benefits Will Be Paid” above).

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit, unless you otherwise elect in writing on a form to be furnished to you by the Trustees. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, HOWEVER, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If the value of your Account balance is less than \$5,000, the Trustees may distribute your death benefits in the form of a lump sum payment without the consent of you and your spouse. If your vested Account balance exceeds \$5,000, no distribution can be made without your consent, and your spouse's consent if you are married.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Trustees.

## **X. PARTICIPANT LOANS AND WITHDRAWALS**

### **Participant Loans**

You may take a loan from the Plan once you have accumulated Two Thousand (\$2,000) Dollars in your Account. If you are married, your spouse must consent to the loan.

The minimum amount of any loan that you wish to make is One Thousand (\$1,000) Dollars. The maximum amount of any loan is the lesser of:

- Fifty Thousand (\$50,000) Dollars, less any loan that you may have outstanding within a one-year period. The one-year period starts on the day your previous loan was originated and ends the day before such date. For example, if the origination date of your loan was January 20, 2016 then the ending of the one-year period would be January 19, 2017.

Or,

- One-half (1/2) of your Account in this Plan.

You must repay this loan by making payments at least quarterly and over a period not exceeding five (5) years. However, if this loan is used to acquire any dwelling unit which is to be used as your principal residence you may repay the loan over a reasonable period of time that may exceed five (5) years.

Your loan repayment may be suspended for any time during which you are performing service in the Uniformed Services.

For further information regarding the Participant Loan Program, please contact the Fund Office.

## **Withdrawals**

The only time you may make an advance withdrawal of your Account is due to hardship. Refer to Section VII for more specific information regarding Hardship Withdrawals.

## **XI. MISCELLANEOUS**

### **Treatment of Distributions From Your Plan**

#### **Tax Treatment of Distributions From Your Plan**

Whenever you receive a distribution from your Plan, it will normally be subject to income taxes. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional 10% tax.

You may, however, reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution to an Individual Retirement Account (IRA) or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to rollover all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

(b) You may request for most distributions that a direct transfer of all or a portion of your distribution account be made to either an Individual Retirement Account (IRA) or another qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other qualified employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**WHENEVER YOU RECEIVE A DISTRIBUTION, THE TRUSTEES WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR A FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.**

## **Domestic Relations Order**

As a general rule, your interest in your Account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your Account.

There is an exception, however, to this general rule. The Trustees may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Trustees must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Trustees, all or a portion of your benefits may be used to satisfy the obligation. The Trustees will determine the validity of any domestic relations order received.

## **Pension Benefit Guaranty Corporation**

Benefits provided by your Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to your Plan.

## **USERRA**

A federal law was passed in 1994 called the Uniformed Services Employment and Reemployment Rights Act ("USERRA") that grants certain rights to individuals who spend time serving in the military. Individuals who leave their employment for military service and return to work with their prior Employer must be credited with any annuity contributions that would have been made to the Plan on their behalf but for their military service.

If you leave employment with an Employer for military service, the Plan Administrator will determine the average daily amount of contributions that were contributed to the Fund on your behalf during the preceding twelve-month period. That amount shall then determine the amount of contributions that you will receive during your absence from covered employment.

## **XII. CLAIMS BY PARTICIPANTS AND BENEFICIARIES**

Benefits will be paid to participants and their beneficiaries without the necessity of formal claims. You or your beneficiaries, however, may make a request for any Plan benefits to which you may be entitled. Any such request must be made in writing, and it should be made to the Plan Administrator. (See the Section I in this Summary entitled "GENERAL INFORMATION ABOUT YOUR PLAN.")

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days for non-disability claims and 45 days for disability claims) after the receipt of your claim by the Plan Administrator. If special circumstances require additional time for processing the

claim, the Plan Administrator will inform you 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.

The Plan Administrator will notify you within forty-five (45) days after receipt of a claim for disability benefits if the claim has been denied or modified. If the Plan Administrator determines that an extension of time is necessary for processing the claim (due to circumstances beyond the control of the Plan), 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 Plan Administrator will notify you (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. You will have 45 days from receipt of the notice to provide the Plan Administrator with any additional information needed.

The written notice denying your claim will contain the following information:

- The specific reason or reasons for the adverse benefit determination and reference to the specific Plan provisions on which the determination is based;
- A description of any additional material or information needed to complete the claim (including an explanation of why the information is needed);
- A statement that you will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records and other information relevant to your claim; and
- 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 will also include:

- A discussion of the decision, including any reasons for disagreeing with the views of the claimant, any treating professionals, medical or vocational experts consulted, or a Social Security Administration determination; and
- 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;
- 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 your request; and

- If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim will be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

### **The Claims Review Procedure**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Trustees.

**YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (180 DAYS FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.**

You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees.

Your claim for review will be given a full and fair review.

For disability benefit claims, a different person will review your claim than the one who originally denied the claim and the reviewer will not be a subordinate of the person who originally denied the claim. You will be advised of the identity of any medical or vocational expert who were consulted in connection with the initial denial. The reviewer will not give deference to the initial adverse benefit determination. The decision will be made on the basis of the record, including such additional documents and comments that may be submitted by you. In addition, if your claim was denied on the basis of a medical judgment, a health care professional who has appropriate training and experience in a relevant field of medicine will be consulted. The health care professional will not be the same person who was consulted with respect to the initial adverse benefit determination (or a subordinate of such person).

If the Trustees consider, rely upon or create any new or additional evidence during the review of the adverse benefit determination, they will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

Before the Trustees issue an adverse benefit determination on review that is based on a new or additional rationale, you will be provided a copy of the rationale at no cost. The rationale will be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow the claimant time to respond.

The Trustees will 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 Plan Administrator will notify you in writing describing the special circumstances and the date by which a determination will be rendered. The determination will be rendered no later than the date of the third Board meeting following the date the Plan receives a request for review. The Plan Administrator will notify you of the Trustees determination as soon as possible but no later than five (5) days after the determination is made. That notification will include all of the information described above with respect to the initial review.

If the Trustees' decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.

### **XIII. STATEMENT OF ERISA RIGHTS**

As a Participant in the Sheet Metal Workers Local Union No. 71 Annuity Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge at the Plan Office, all Plan documents, including copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and collective bargaining agreements.
- Obtain copies of all Plan documents and all other Plan information upon written request to the Plan Office. The Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each Participant with a copy of the summary annual report.

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 this plan called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Plan Participants and Beneficiaries. No one, including an employer, the Union or any other person, may fire an Employee or otherwise discriminate against an Employee in any way to prevent the Employee from obtaining a retirement benefit or exercising his/her rights under ERISA.

If a claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. The Participant has the right to have the Plan review and reconsider the claim. Under ERISA, there are steps the Participant 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 the materials are received, 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 the claim is frivolous. Any questions about the Plan should be

directed to the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, the Employee 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, NW, Washington, D.C. 20210.

## **XIV. AMENDMENT AND TERMINATION OF YOUR PLAN**

### **Amendment**

The Trustees have the right to amend your Plan at any time. In no event, however, will any amendment:

- authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries; or
- cause any reduction in the amount credited to your account.

### **Termination**

The Trustees have the right to terminate the Plan when there is no longer a collective bargaining agreement in force between the Union and an Employer requiring contributions to the Plan. Upon termination, all amounts credited to your Accounts will continue to be 100% vested.

## **XV. PLAN INTERPRETATION AND DETERMINATIONS**

The Board of Trustees and/or its duly authorized designee(s) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including this booklet, the trust agreement and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan or trust underlying it. Without limiting the generality of the foregoing, the Board of Trustees and/or its duly authorized designee(s) shall have the sole and absolute discretionary authority to:

- Take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan;
- Decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan;
- Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this booklet, the trust agreement, any collective bargaining agreement or participation agreement or other Plan documents;



- Process and approve or deny benefit claims; and
- Determine the standard of proof required in any case.

All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) shall be final and binding upon all participants, beneficiaries and any other individuals claiming benefits under the Plan, and shall be given deference in all courts of law to the greatest extent permitted by applicable law.

**SUMMARY OF MATERIAL MODIFICATIONS  
TO THE PLAN OF BENEFITS OF  
SHEET METAL WORKERS LOCAL NO. 71  
ANNUITY FUND**

1. **General.** This is a summary of material modifications regarding the Plan of Benefits, Sheet Metal Workers Local No. 71 Annuity Fund (the “Plan”). This summary of material modification supplements the Summary Plan Description (the “SPD”) previously provided to you. You should retain this document with your copy of the SPD.

2. **Sponsor Information.** The legal name, address and federal employer identification number of the Sponsor are:

Board of Trustees  
Sheet Metal Workers Local No. 71 Annuity Fund  
24 Liberty Avenue  
Buffalo, New York 14215  
(716) 835-8836

EIN: 16-1592883

3. **Summary Description Modification.** Effective June 1, 2020, the Trustees of the Fund are:

**Union Trustees**

Paul Crist  
24 Liberty Ave.  
Buffalo, NY 14215

Michael Emiliani  
24 Liberty Ave.  
Buffalo, NY 14215

Timothy Benes  
24 Liberty Ave.  
Buffalo, NY 14215

Jeffrey Meyer  
24 Liberty Ave.  
Buffalo, NY 14215

**Contractor Trustees**

Robert Beck  
2100 Colvin Blvd.  
Tonawanda, NY 14150

David Nieman  
237 Chelsea Place  
Buffalo, NY 14211

Andrew Nowak  
303 Central Ave.  
Buffalo, NY 14206

Richard Wagner  
495 Kennedy Rd.  
Buffalo, NY 14227

Charlie Hake has been hired as the Fund’s Administrator and will oversee the day-to-day administration of the Fund and its benefit programs. He may be reached at the address and phone number above.