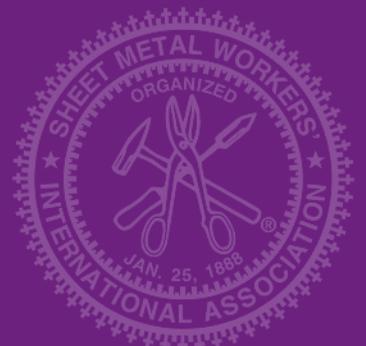




**SHEET METAL WORKERS LOCAL NO. 265**  
**2008 EDITION**



**SUPPLEMENTAL RETIREMENT SAVINGS PLAN**  
**SUMMARY PLAN DESCRIPTION**



## Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan

205 Alexandra Way  
Carol Stream, Illinois 60188  
(630) 668-7260  
benefits@smw265.org  
www.smw265.org

### Fund Administrator

Board of Trustees  
Sheet Metal Workers Local No. 265  
Supplemental Retirement Savings Plan  
205 Alexandra Way  
Carol Stream, Illinois 60188

### Board of Trustees

#### Employer Trustees

Jack Gengler, Chairman  
Ken Wiesbrook

#### Union Trustees

George Slater, Secretary  
Alfred Rodriguez

### Legal Counsel

Baum Sigman Auerbach & Neuman, Ltd.  
200 West Adams Street, Suite 2200  
Chicago, Illinois 60606

### Actuary and Consultant

The Segal Company  
101 North Wacker, Fifth Floor  
Chicago, Illinois 60606

### Certified Public Accountant

Levinson, Simon & Sprung, P.C.  
566 West Lake Street, Suite 3 West  
Chicago, Illinois 60661-1414

### Investment Consultant

CitiGroup Institutional Consulting  
800 E. 96th St., Suite 400  
Indianapolis, Indiana 46240

*This booklet contains only highlights of certain features of the Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan in effect as of January 1, 2008. Full details are contained in the Plan Document that established the Plan provisions. If there is a discrepancy between the wording here and the Plan Documents, the Plan Document language will govern. The Trustees reserve the right to amend, modify, or terminate the Plan at any time. This Summary Plan Description (SPD) booklet replaces and supersedes the prior SPD. If the Plan is amended, modified, or terminated, you will receive written notice of the changes or action.*

## To All Participants and Beneficiaries:

We are pleased to distribute this Summary Plan Description booklet describing the benefits provided under the Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan. The Plan is designed to supplement your other retirement benefits and can be an important source of additional income during retirement.

The booklet summarizes the:

- Eligibility rules for participation in the Plan;
- Benefits provided to you as an eligible Participant; and
- Procedures that must be followed when applying for a benefit.

Also included is important information concerning the administration of the Plan and your rights as a Participant.

The Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan was created as a result of an agreement between the Sheet Metal Workers Local No. 265 and the Sheet Metal Contractors Association effective June 1, 1993. Effective June 1, 1998, the Plan was amended and restated to change the Plan from a defined contribution pension plan to a defined contribution profit sharing plan.

The Fund is financed entirely by contributions from Employers who are parties to an agreement to contribute to the Trust Fund.

Benefits are paid in accordance with Plan provisions out of the Trust Fund used for that purpose. Remember that although this booklet provides accurate and essential information about the Plan, it is not a complete description. If there is ever a conflict between this booklet and the Plan's legal document, the Plan document will control.

The Fund is managed by a Board of Trustees consisting of two representatives selected by the Employers and two representatives selected by the Local Union (Local Union No. 265 affiliated with the Sheet Metal Workers International Association). The duties, responsibilities, and authority of the Trustees are in the executed Agreement and Declaration of Trust.

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### Please Note!

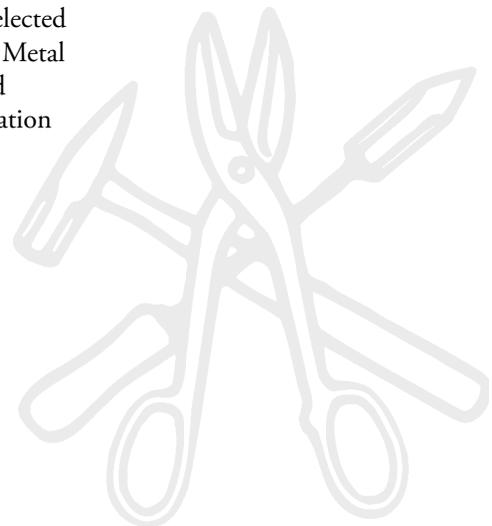
It is extremely important that you keep your address and Beneficiary designation updated with the Fund Office. This is your responsibility.

The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the only way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

***If you leave the Fund, the only way the Trustees can send you yearly statements is if the Fund has your current address on file.***

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## How the Plan Works

Each Employer contributes to the Plan and Employer Contributions are accumulated and invested to provide benefits as determined by the Plan provisions. Self-contributions are not allowed.

Employer Contributions and Net Investment Income on the funds in your account are not taxable until benefits are paid out to you or your Beneficiary.

## Plan Highlights

Benefits provided:

- Normal Retirement Benefit (age 55);
- Termination Benefit;
- Total and Permanent Disability Benefit;
- Hardship Distribution; and
- Death Benefit.

Please take some time to review this booklet. If you are married, share the information in this booklet with your spouse. Contact the Fund Office if you have any questions about the benefits described in this booklet.

Sincerely yours,  
Board of Trustees

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## BECOMING A PARTICIPANT

### ELIGIBILITY

To become eligible for a benefit from the Plan you must have at least one Hour of Service with an Employer on or after June 1, 1993.

### INDIVIDUAL ACCOUNT

An individual account is established for each Plan Participant.

Your account balance is based on your account balance as of the previous Allocation Date:

- Plus all current Employer Contributions made on your behalf since the previous Allocation Date;
- Plus allocated Net Investment Income since the previous Allocation Date;
- Minus allocated administrative expenses since the previous Allocation Date.

Your participation in the Plan is terminated only when you (as a Participant or Beneficiary) have received your Benefit Amount due under the Plan.

If you return to employment in the jurisdiction of the Fund after retirement or after payment of your account, you will be treated as a new Participant after at least one Hour of Employer Contribution is received on your behalf.

If you were a Participant in the Plan before June 1, 1998, you may have two types of accounts, a:

- Money Purchase Pension Account; and
- Profit Sharing Account.

See page 8 for more information.

### VESTING

You are fully vested, or have a non-forfeitable interest, in your Participant Account balance after one Hour of Service in a Plan Year for a contributing Employer.

### IF YOU LEAVE COVERED EMPLOYMENT

#### Military Service

If you leave Covered Employment to enter qualified military service, as defined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you may receive credit for your service during that leave. Upon your return to Covered Employment, you may receive Contributions for each Hour of Service for which you were paid or entitled to payment from an Employer for the period you spent in military service, for up to five years (unless a longer period is required by federal law).

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If you were a Participant in the Plan before June 1, 1998, then you have two accounts:

- A Money Purchase Pension Account; and
- A Profit Sharing Account

If you were not a Participant in the Plan before June 1, 1998, you have one account; a Profit Sharing Account.

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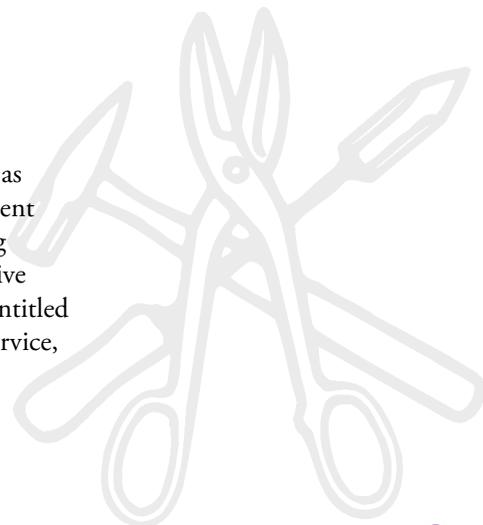
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You will receive a statement each year that includes your account balance.

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To be entitled to any Contributions for your time spent in qualified military service, you must comply with all USERRA requirements, including applying for reemployment after your discharge from military service within the time limits specified by USERRA.

### **Family and Medical Leave of Absence**

Under the Family and Medical Leave Act (FMLA), you may be entitled to take up to 12 weeks of unpaid leave each year for the birth of a child, placement of a child for adoption, or to care for a spouse, child, or parent with a serious health condition. In addition, you may be entitled to take a FMLA leave for your own serious health condition. You will not receive Employer Contributions while you are out on such a leave. You must contact your Employer for more information about a FMLA leave.

### **NORMAL RETIREMENT BENEFIT**

If you are a Participant who has completely retired from employment with all Employers in the jurisdiction of the Fund, you will be eligible for a Normal Retirement Benefit provided you:

- Are age 55 or older;
- Have completely retired from industry in the jurisdiction of Sheet Metal Workers Local No. 265;
- Have begun receiving a pension from the Sheet Metal Workers Local No. 265 Pension Plan, the Fox Valley & Vicinity Construction Workers Pension Plan, or the Sheet Metal Workers' National Pension Fund; and
- Have made the proper application for a Normal Retirement Benefit on the forms prescribed by the Trustees, and the Trustees have approved the application.

### **TERMINATION BENEFIT**

If you are a Participant and your employment is terminated, other than for reason of retirement or death, the Trustees will authorize payment of your account balance provided you:

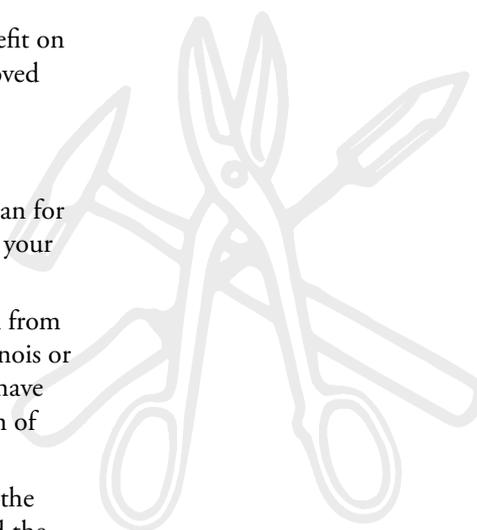
- Apply for your benefits after 24 consecutive months have elapsed from the time you left employment and are no longer employed in Illinois or any state contiguous to Illinois and no Employer Contributions have been submitted to the Welfare Fund or Pension Fund in the form of reciprocity transfers or otherwise; and
- Have made the proper application for a Termination Benefit on the forms prescribed by the Trustees, and the Trustees have approved the application.

Payments will be made no later than 60 days after the end of the Plan Year in which your application for payment is made.

All such payments from the Money Purchase Pension Account authorized by the Trustees are subject to the 50% Husband and Wife Annuity benefit provisions (see page 6) and any other spousal consent required by applicable law.

### **TOTAL AND PERMANENT DISABILITY BENEFIT**

This Plan provides for a Total and Permanent Disability Benefit, provided you are totally and permanently disabled and unable to engage in any regular occupation or employment. Before payment of this benefit, you may have to undergo an examination by a physician selected by the Trustees.



## HARDSHIP DISTRIBUTIONS

You may request a hardship withdrawal of all or a portion of the balance in your Profit Sharing Account (see page 8). You are allowed only two hardship withdrawals in a lifetime. You may not take a hardship withdrawal from your Money Purchase Pension Account (see page 8).

You may request a hardship withdrawal for the following reasons:

- Medical expenses incurred by you, your spouse, or dependents (including self-payments or owner-member payments required to remain eligible in the Sheet Metal Workers Local No. 265 Health and Welfare Plan);
- To prevent eviction or foreclosure of your principal residence; or
- Funeral expenses for your spouse or dependent.

If you are requesting a hardship withdrawal, you will need to provide documentation proving the reason for the hardship.

## DEATH BENEFIT

In the event of your death, if you are married your account balance will normally be distributed to your surviving spouse in the form of an annuity and/or a lump sum payment, as described on page 6 (see page 11 for additional information on rolling over a lump sum payment). If you are married and elect to designate someone other than your spouse as your Beneficiary, your spouse must provide written consent to this designation. The consent must include both an acknowledgement of the:

- Designation of another Beneficiary; and
- Effect of this designation.

If you are not married, you must designate, in writing to the Trustees, a Beneficiary(ies) to receive the Plan's Death Benefit as a lump-sum payment (see page 11 for more information about rolling over a lump sum payment). As a non-married Participant, you may change the designated Beneficiary at any time by written notice to the Trustees.

In the event that you do not designate a Beneficiary or there is no designated Beneficiary alive at the time of your death, the Death Benefit will be paid to your:

- Surviving spouse; or if none,
- Surviving children (including legally adopted children) in equal shares; or if none,
- Surviving parents; or if none,
- Surviving Siblings in equal shares; or if none,
- Executor or administrator of your estate.

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### Social Security

Your benefits under this Plan are in addition to your benefits from Social Security and will not affect any benefits you are entitled to under Social Security or Medicare.

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## When Death Benefits are Paid

### Surviving Spouse Death Benefits

Your surviving spouse may elect payment of the Death Benefit to begin by December 31 of the calendar year:

- Immediately following the calendar year in which your death occurs; or if later,
- In which you would have reached age 70½.

Your surviving spouse must make his or her election by September 30 of the calendar year in which payments must begin.

If your surviving spouse is not your sole beneficiary, then distribution of your benefit must begin by December 31 of the calendar year immediately following the calendar year of your death. The election for distribution must be made no later than September 30 of the calendar year in which payments must begin.

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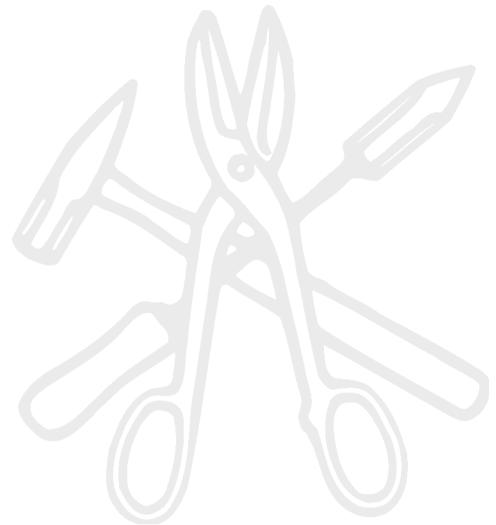
Refer to page 11 for more information about rolling over a lump sum Death Benefit.

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### Non-Surviving Spouse Death Benefits

If your Beneficiary is not a surviving spouse, your Beneficiary may request payment of the Death Benefit to begin as early as December 31 of the calendar year immediately following the calendar year in which you died. However, payment must begin by December 31 of the calendar year containing the fifth anniversary of your death. Your Beneficiary must make his or her election by September 30 of the calendar year in which payment must begin.



## FORMS OF PAYMENT

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A claim for benefits will be processed within 90 days after you meet all the requirements for payment.

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### Electing a Payment Option

You will receive a notice that explains the forms of payment available to you when you apply for a benefit. You may waive an annuity form of payment (if applicable); however, if you are married you must have your spouse's written consent. A waiver is valid only if a written explanation is given to you no earlier than 180 days, or later than 30 days before your first payment begins. You may file a new waiver or revoke a previous waiver at any time before payments begin; however, once payments begin, you may not change the form of payment you have elected. Please note that you may withdraw your application for a pension anytime before payments begin.

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### SINGLE LIFE ANNUITY

#### (Money Purchase Pension Account Only)

Generally, if you are not married, you will receive the balance of your Money Purchase Pension Account in the form of a Single Life Annuity. The Single Life Annuity provides you with a monthly benefit for your lifetime. You may elect to waive this form of payment and receive your Benefit Amount as a lump sum payment. The balance in your Profit Sharing Account is automatically paid as a lump sum payment. See page 11 for more information about rolling over a lump sum payment.

### 50% HUSBAND AND WIFE ANNUITY

#### (Money Purchase Pension Account Only)

If you have a spouse on the date you apply for benefits, the balance in the Money Purchase Pension Account to which you are entitled will be payable in the form of a 50% Husband and Wife Annuity. The 50% Husband and Wife Annuity provides you with an adjusted monthly benefit for your lifetime. If you die before your spouse, 50% of the Benefit Amount you were receiving will be paid to your spouse for his or her lifetime. Both you and your spouse **must** sign the application form. You and your spouse will have the option of having the Benefit Amount paid in a lump sum. The balance in the Profit Sharing Account is automatically paid as a lump sum.

### Insurance Contracts

Unless the Trustees determine otherwise, any annuities payable under the Money Purchase Pension Account are provided by the purchase of an irrevocable annuity from an insurance company. The purchase of the annuity fully discharges the Trustees' obligation to you or your Beneficiary and thereafter the payment of the benefits under the annuity, and any other matters relating to the administration of the benefit will be the sole responsibility of the insurance company.

## **75% JOINT AND SURVIVOR ANNUITY**

### **(Money Purchase Pension Account Only)**

If you have a spouse on the date you apply for benefits, the balance in the Money Purchase Pension Account to which you are entitled may be paid in the form of a 75% Joint and Survivor Annuity. The 75% Joint and Survivor Annuity is similar to the 50% Husband and Wife Annuity in that it provides you with an adjusted monthly benefit for your lifetime. However, the amount of the 75% Joint and Survivor Annuity is less than what you would receive as a 50% Husband and Wife Annuity. If you die before your spouse, 75% of the Benefit Amount you were receiving will be paid to your spouse for his or her lifetime. Note that this only applies to your Money Purchase Pension Account; the balance in the Profit Sharing Account is automatically paid as a lump sum.

## **LUMP SUM**

The balance in the Profit Sharing Account is automatically paid as a lump sum. With respect to the Money Purchase Pension Account, if you have filed a valid waiver of the 50% Husband and Wife Annuity (with the required written spousal consent) or Single Life Annuity, you may request the Trustees to pay your benefit in the form of a lump sum payment.

## **SMALL BENEFIT CASH OUT**

If the value of your Money Purchase Pension Account and Profit Sharing Account is \$1,000 or less, your account will automatically be paid as a lump sum payment.

In the event of your death, if the value of your Money Purchase Pension Account and Profit Sharing Account is \$1,000 or less, the account will automatically be paid to your Beneficiary as a lump sum payment.

## **BENEFIT PAYMENT METHODS**

It is important to remember that if you were a Participant in this Plan before June 1, 1998, then you have two accounts: a Money Purchase Pension Account and a Profit Sharing Account. The rules for distributions are different for each account.

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By federal law, your benefits must begin no later than April 1 of the year following the calendar year in which you reach age 70½.

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For more information about designating a Beneficiary or what happens if you do not designate one, see page 4.

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Refer to page 11 for more information about rolling over a lump sum benefit.

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## MONEY PURCHASE PENSION ACCOUNT DISTRIBUTIONS

This account includes all Employer Contributions made on your behalf before June 1, 1998. It also includes earnings and expenses allocated to the account.

- **Retirement, Disability, and Termination Distributions:** Under the Plan, your Money Purchase Pension Account balance will be paid in the form of a Single Life Annuity (if you are not married) or 50% Husband and Wife Annuity (see page 6) if you are married when you apply for the distribution of your account balance, unless you and your spouse reject, in writing, that form of payment. If you reject the annuity form of payment (as applicable), the account balance will be paid in a lump sum payment.
- **Death Benefit:** If you are not married at the time of your death, your Beneficiary will receive your account balance as a lump sum payment. If you are married at the time of your death, your surviving spouse will receive your account balance in the form of a Single Life Annuity. Your spouse may reject this form of payment and elect instead to receive the balance of your account as a lump sum payment.

## PROFIT SHARING ACCOUNT DISTRIBUTIONS

This account includes all Employer Contributions made on your behalf after May 31, 1998. It also includes earnings and expenses allocated to the account.

- **Retirement, Disability, and Termination Distributions:** The balance in your Profit Sharing Account is automatically paid in a lump sum payment. Spousal consent is not needed.
- **Hardship Distributions:** You may request a hardship withdrawal of all or a portion of your Profit Sharing Account for certain medical or funeral expenses or to prevent eviction or foreclosure (see page 4 for more information).
- **Death Benefit:** If you die before receiving your account balance, your spouse will receive the account balance in the form of a lump sum payment. If you are not married, payment will be made to your designated Beneficiary in the lump sum form of payment.

### APPLYING FOR BENEFITS

You or your Beneficiary must file a written claim for benefits with the Fund Office. You will be provided with the necessary benefit application, election form, and information relating to other supporting documents (such as proof of age) that may be required by the Trustees. A claim for benefits will be fully processed within 90 days after the filing of a completed claim form. Payment of the Benefit Amount will be made as soon as practical following the next Allocation Date. The procedures for claims review and appeals as described in this section.

In special situations, the Trustees may need an extension, up to another 90 days, to process your application. In that case, you will be notified of the reasons for the delay and the date you can expect to receive a decision.

For disability claims, you will receive written notice from the Fund Office (or its delegate) of your claim determination no later than 45 days after receipt of your claim. The Trustees may extend the date for rendering an initial decision by two separate 30-day periods, provided the extensions are due to circumstances beyond the Fund's control. You will be notified in writing if an extension is necessary before the end of the 45-day period if the first extension is required and before the 75-day period if the second extension is utilized.

#### Proof of Age

You will be requested to submit proof of your age as part of the application process. Any one of the items listed must be attached to your Application for Retirement Benefit:

- Birth certificate (certified copy of public health records);
- Baptismal certificate;
- Passport;
- Copy of naturalization or immigration records, if foreign born;
- Military discharge;
- Civil service record; or
- Elementary school age record.

If none of the above is available, any two of the following may be used if your age is shown:

- Marriage certificate;
- Driver's license; or
- Insurance policy.

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When you apply for benefits, you will receive important information about the amount of your benefit and how it may be paid.

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## EARLY BENEFIT ALLOCATION

You or your Beneficiary may make a written request to the Trustees requesting that your benefit be paid in advance of the Allocation Date, following your date of retirement, termination, or death. Such request will be honored by the Trustees, provided, you or your Beneficiary are aware that you will lose the right to any allocation of Net Investment Income that your account would otherwise earn for that Plan Year if left in the Trust Fund until the next Allocation Date. Payment of your account before the Allocation Date will only be granted when you or your Beneficiary agrees, in writing, to such forfeiture. Your account balance between Allocation Dates will be:

- Your account balance as of the previous Allocation Date;
- Plus all Employer Contributions made between the preceding Allocation Date and the date of early determination;
- Minus all allocated administrative expenses and fees.

## QUALIFIED DOMESTIC RELATIONS ORDER

Any rights of a former spouse or other alternate payee under a Qualified Domestic Relations Order (QDRO) within the meaning of Section 414(p) of the Internal Revenue Code with respect to your accumulated share, will take precedence over those of any later spouse you may have.

If you retire with a 50% Husband and Wife Annuity and subsequently divorce, your former spouse will receive any survivor benefit payable upon your death unless the former spouse consents or a QDRO provides otherwise.

Notwithstanding any other provision of the Plan, benefits are paid in accordance with a QDRO, and with written procedures adopted by the Trustees in connection with such orders, which is binding on all Participants, Beneficiaries and other parties. In no event will the existence or enforcement of a Qualified Domestic Relations Order cause the Fund to pay benefits with respect to a Participant in excess of the value of the Participant's Benefit Amount without regard to the order. Any benefits otherwise payable under the Plan will be reduced by the amount of any payment ordered to be made under a QDRO.

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Contact the Fund Office for a copy, free of charge, of the Fund's QDRO procedures.

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## CONCERNING TAXES

How your benefit is taxed depends on how and when you receive your distribution from the Retirement Plan. Before the Plan makes a taxable payment to you or your Beneficiary, the Plan will provide you with a tax notice. This notice explains the tax rules that apply to distributions from the Plan. It also informs you that you have the right to have your taxable Lump Sum Payment:

- Paid directly to you;
- Paid as a direct rollover to an eligible retirement plan; or
- Split between payment to you and payment as a direct rollover.

To determine what may be the best way for you to receive payment of your individual account and the tax consequences of the benefits you receive, it is a good idea to consult a qualified tax advisor.

### Direct Payment

Whenever a taxable distribution is paid directly to you or your beneficiary, 20% of the distribution will automatically be withheld to pay federal income taxes. The entire distribution is considered taxable income in the year it is received.

To defer payment of the 20% withholding tax, you may roll over the distribution to an eligible retirement plan **within 60 days** of receipt of your distribution. However, this 60-day period may be extended in cases of casualty, disaster, or other events beyond your reasonable control.

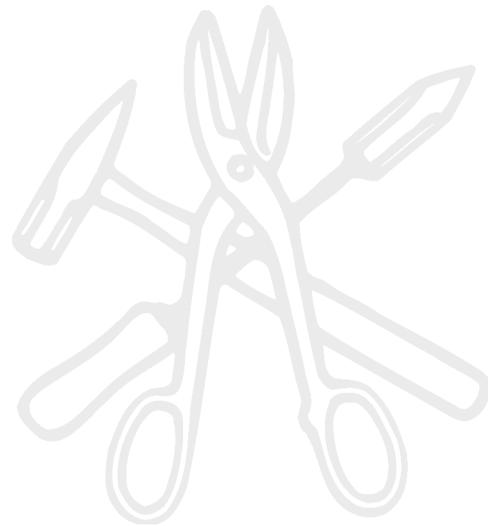
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Because of how frequently tax laws change and the complexity of the tax laws applicable to Retirement Plan distributions, it is always a good idea to consult a qualified tax advisor before receiving a distribution from the Retirement Plan.

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## Penalty Tax

In addition to withholding 20% for federal income taxes, a 10% penalty tax may apply if payment is received before age 59½. The 10% penalty tax does **not** apply if the payment is received due to:

- Separation from Covered Employment on or after attaining age 55;
- Total and permanent disability;
- Death;
- Payment of certain medical expenses;
- A Qualified Domestic Relations Order (QDRO);
- Distributions paid to you as equal (or almost equal) payments over your life (or your and your beneficiary's lives).

This penalty tax is in addition to federal income taxes (and any applicable state income taxes and penalties).

## Rollovers

If you become eligible for a distribution from the Retirement Plan, you may defer payment of the 20% withholding tax (and additional 10% tax, if applicable) by rolling over the taxable portion of your distribution to an eligible retirement plan.

To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- An individual retirement account under Section 408(a) of the Internal Revenue Code;
- An individual retirement annuity under Section 408(b) of the Internal Revenue Code;
- An annuity plan under Section 403(a) of the Internal Revenue Code;
- A qualified trust under Section 401(a) of the Internal Revenue Code;
- An annuity contract under Section 403(b) of the Internal Revenue Code; or
- An eligible plan under Section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or any agency of a state or political subdivision that agrees to separate account for amounts into such plan.

The above also applies to Surviving Spouses and alternate payees under a Qualified Domestic Relations Order (QDRO). In addition, non-spouse beneficiaries may also roll over a distribution to an individual retirement account.

You *cannot* roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- Your lifetime (or your life expectancy);
- Your lifetime and your Beneficiary's lifetime (or life expectancies); or
- A period of 10 or more years.

In addition, you cannot roll over:

- Any minimum distribution that is required under Section 401(a)(9) of the Internal Revenue Code;
- A distribution to more than one retirement plan; or
- Any portion of a distribution that is not included in your gross income.

Beginning in the year you reach age 70½, a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

## IF YOUR APPLICATION IS DENIED

If your application is totally or partially denied, you will receive a written notice that will include:

- The reasons for the denial;
- Reference to related provisions of the Plan or other documents used to make the decision;
- A description of additional information needed to reconsider your application and why the information is needed;
- A statement of your right to bring a lawsuit under ERISA Section 502(a) following exhaustion of the Plans claims and appeals procedures; and
- A detailed explanation of the steps you can take to appeal the decision.

## APPEAL PROCEDURE

If your application is partly or entirely denied, you may appeal the decision. Follow these steps to have your application reviewed.

**Step 1:** You (or your representative) may ask the Trustees to review your denied application within 60 days (180 days for disability claims) after the date a decision is issued. The written appeal must be delivered to the Fund Office in person or by registered or certified mail and should include any related issues, comments, and reasons you think your application should not be denied. You may also request copies of appropriate Plan documents.

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You must follow and completely exhaust the Plan's claims and appeals procedures before you file a lawsuit under ERISA, the federal law governing employee benefits, or initiate proceedings before any administrative agency.

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**Step 2:** Your appeal will be forwarded to the Appeal Review Panel, who will, upon receipt of the appeal, set a hearing date to review the appeal. The Panel consists of Employer and Union Trustees, and the Panel members are subject to change. If before the hearing date, the Appeal Review Panel reverses the original decision to deny benefits, you will be informed, in writing, immediately, and the hearing will be cancelled and provisions will be made to pay benefits.

Normally, the Appeal Review Panel will make a final decision within 60 days (45 days for disability claims) of the date that you request a review. If the Trustees need more time (up to another 60 days or 45 days for Total and Permanent Disability Benefit claims), you will be notified why the extension is necessary and when you can expect a decision. The Appeal Review Panel has the right to use the services of legal counsel, auditors, and other professionals retained by the Trustees of the Plan. The final, written decision will include references to the parts of the Plan used to make the decision.

You (and/or your representative) will have the opportunity to submit, in writing, issues and comments to be considered at the Appeal Review Panel hearing. You also have the right to review all pertinent information.

If you do not meet the time requirements for requesting an appeal, the Trustees will consider this as consent of the determination made. If you cannot make a hearing date, you may request a continuance. Such a request for a continuance should be made to the Appeals Review Panel before the hearing date and will only be granted in instances deemed appropriate by the Trustees. In the event a new hearing date is ordered, it will be scheduled immediately and will permit the Appeals Review Committee to render a decision not later than 120 days (90 days for disability claims) from the date of receipt of the written request for review by the Fund Office.

### **RETURNING TO WORK AND SUSPENSION OF BENEFITS**

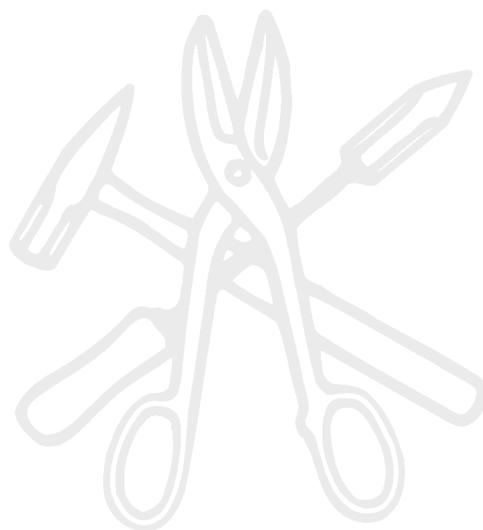
If you return to work in employment for which contributions are required to be made on your behalf, your monthly benefit payments will be suspended for each month in which you are working. You must provide written notice to the Trustees that you returned by the first day of the month following the month you return to work. Your monthly payments will resume once you are no longer working in such employment and notify the Fund.

## **BENEFIT PAYMENTS TO AN INCOMPETENT PERSON**

If Plan benefit payments are due to an incompetent or physically or mentally disabled person, the Trustees may make payments directly to any legal representative appointed for that individual. If the trustees are not aware of any legal representative, the Trustees may make payment to the institution responsible for that individual or the spouse, child(ren), or any other person whom the Trustees reasonably determined is caring for or otherwise providing support and maintenance for the individual.

## **TRUSTEES' RELIANCE**

The Trustees are entitled to rely on written representations, consents and revocations submitted by you, your spouse or other parties in making determinations and, unless such reliance is arbitrary or capricious, the Trustees determinations is final and binding, and discharges the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund is not liable for duplicate benefits with respect to the same Participant, or for any combination of surviving spouse and other death benefits with respect to the Participant in excess of the value of the Participant Account determined as of the date scheduled for the start of payments to the Participant or, if earlier, the date of the Participant's death.



## ADMINISTRATIVE INFORMATION

### Plan Name

Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan.

### Plan Identification Numbers

The Employer Identification Number assigned to the Board of Trustees by the Internal Revenue Service is 36-3911499. The Plan Number assigned to the Plan by the Fund is 002.

### Plan Year

June 1 – May 31

### Plan Type

The Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan is a defined contribution profit sharing plan maintained for the purposes of providing retirement benefits to eligible Participants. This means that the dollar amount of benefits provided is based on the amount of contributions paid on behalf of the Participant, plus Net Investment Income. The exact dollar amount of the Employer Contribution is determined by collective bargaining between the Union and the Employer(s).

### Plan Qualification

It is intended that at all times this Plan will be fully “qualified” by the Internal Revenue Service. The Trustees have the ability to amend or change the terms and provisions of the Trust Agreement and/or Plan as may be required to maintain this “qualified” status.

### Plan Sponsor and Plan Administrator

The Board of Trustees is both the Plan Sponsor and Plan Administrator. The Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Union and Employer representatives selected by the Employers and the Local Union (Local Union No. 265 affiliated with the Sheet Metal Workers International Association and its successor), which have entered into collective bargaining agreements that relate to this Plan. If you wish to contact the Board of Trustees, you may use the address, telephone number or Internet address below:

### Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan

205 Alexandra Way  
Carol Stream, Illinois 60188  
(630) 668-7260  
benefits@smw265.org

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Your coverage by this Plan does not constitute a guarantee of your continued employment.

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Plan benefits will only be paid when the Trustees, or persons delegated by them, decide in their discretion, that the Participant or Beneficiary is entitled to benefits in accordance with Plan provisions.

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The Trustees of this Plan are:

### **Employer Trustees**

Jack Gengler, Chairman  
Gengler Lowney Laser Works  
899 Sullivan Road  
Aurora, Illinois 60506

Ken Wiesbrook  
Wiesbrook Sheet Metal  
25502 West Ruff Street  
Plainfield, Illinois 60544

### **Union Trustees**

George Slater, Secretary  
Sheet Metal Workers' Local No. 265  
205 Alexandra Way  
Carol Stream, Illinois 60188-2080

Alfred Rodriguez  
Sheet Metal Workers' Local No. 265  
205 Alexandra Way  
Carol Stream, Illinois 60188-2080

### **Agent for Service of Legal Process**

The Plan's agent for service of legal process is:

Baum Sigman Auerbach & Neuman, Ltd.  
200 West Adams Street, Suite 2200  
Chicago, Illinois 60606

Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the agent for service of legal process or any member of the Board of Trustees at the Fund Office.

### **Collective Bargaining Agreements**

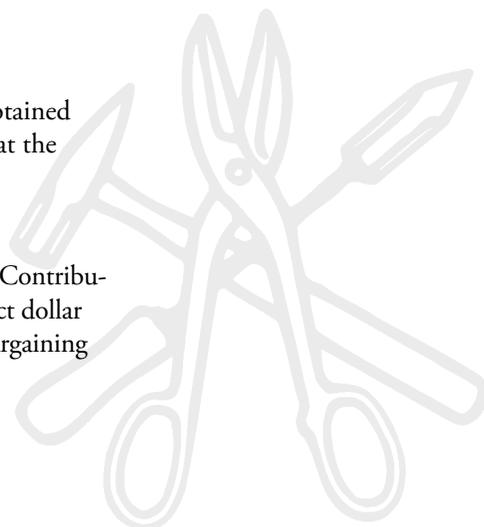
This Plan is maintained pursuant to collective bargaining agreements between Local Union No. 265 affiliated with the Sheet Metal Workers International Association and its successor and the various participating Employers. You may obtain a copy of your collective bargaining agreement by writing to the Plan Administrator, or you may examine it at the Fund Office.

### **Sponsoring Employers**

A complete list of the Employers sponsoring this Plan may be obtained upon written request to the Plan Administrator or be examined at the Fund Office and certain other locations.

### **Source of Contributions**

Benefits described in this booklet are provided through Employer Contributions and investment income earned on the Fund's assets. The exact dollar amount of Employer Contributions is determined by collective bargaining between the Union and the Employers.



### **Limitation on Allocation of Employer Contributions and Forfeitures**

Federal regulations state that there are certain limitations on Employer Contributions to a Participant Account for a Plan Year.

For participation in a defined contribution plan, the regulations state that contributions and other additions may not exceed the lesser of:

- \$40,000; or
- 100% of the Participant's compensation.

### **Trust Assets and Reserves**

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses. Plan assets may be invested in accordance with the requirement of applicable law. These investments are made only after consultation with professional investment managers employed by the Trust.

### **Eligibility and Benefits**

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility or denial or loss of any benefits are described in this booklet.

### **Required Distribution Date**

Payment of your Benefit Amount must begin no later than the April 1 of the year following the year in which you reach age 70½.

### **Assignment of Benefits**

Benefits are intended only to protect you and your Beneficiary. Neither you nor your Beneficiary can transfer, assign, or pledge your Benefit Amount. You cannot borrow on your benefits, and your creditors may not attach them. However, the Retirement Equity Act of 1984 requires that the Plan recognize a Qualified Domestic Relations Order. As a result, the Plan may be legally required to credit, hold, or make payments of your accrued benefits to your spouse, former spouse, child, or dependent.

### **Sole Determination by Trustees**

Only the Board of Trustees has the authority to determine eligibility for benefits and the right to participate in the Plan, and to exercise all the other powers specified in the Plan. The Trustees may, in their sole discretion, modify, amend, or terminate the Plan in any manner or at any time. If this occurs, you will be sent a written notice explaining the change. The Board of Trustees determines eligibility for and the type and amount of benefits. The Board of Trustees' decisions are final and binding and will receive judicial deference to the extent that they do not constitute an abuse of discretion. No officer, agent, or employee of the Union, or Employer or any other person, is authorized to speak for, or on behalf of, or to commit the Board of Trustees, on any matter relating to the Fund or Plan. If a Board of Trustees' decision is challenged in court, the decision will be upheld unless the court finds that it is arbitrary and capricious.

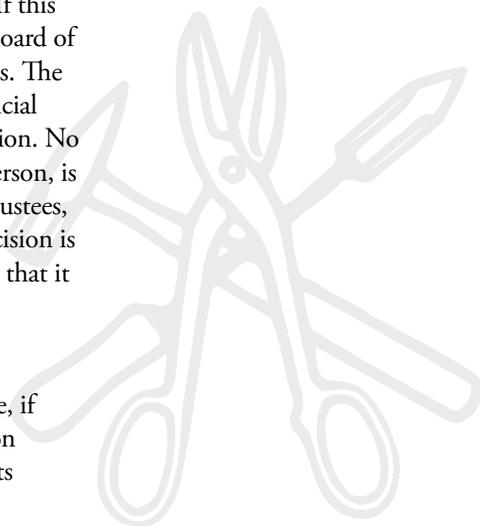
### **Plan Termination**

The Plan may be terminated under certain circumstances, for example, if all Employers discontinue Employer Contributions to the Fund. Upon termination, all amounts credited to the affected Participants' accounts remain fully (100%) vested.

### **Rights and Responsibilities**

As someone who is or may be eligible for benefits from the Plan, you should be aware of the fact that the benefits are paid in accordance with Plan provisions out of the Trust Fund that is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights have now been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth in the following section.



## YOUR ERISA RIGHTS

As a Participant in the Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to certain rights, as outlined in the following information.

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

You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, 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 (EBSA);
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (the Plan Administrator may make a reasonable charge for the copies);
- Receive a summary of the Plan's annual financial report, which the Plan Administrator is required by law to furnish each Participant with a copy; and
- Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (generally age 55) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan will provide the statement free of charge.

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

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

## Enforce Your Rights

If your application for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures (see page 9).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have an application for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the EBSA at:

### Nearest Regional Office

#### Employee Benefits

#### Security Administration

Chicago Regional Office

200 West Adams Street, Suite 1600

Chicago, Illinois 60606

312-353-0900

### National Office

#### Division of Technical

#### Assistance and Inquiries

#### Employee Benefits Security

#### Administration

U.S. Department of Labor

200 Constitution Avenue N.W.

Washington, D.C. 20210

1-866-444-3272

You may also find answers to your questions and learn more about your rights and responsibilities under ERISA by visiting the EBSA's web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## GLOSSARY

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The conversion of an account balance, or part of a balance, to an actuarial equivalent annuity will be based on the actuarial assumptions and other terms prescribed by the insurance company selected by the Trustees to issue the annuity. Fees, commissions, and other costs directly incurred in connection with the purchase of an annuity will be deducted from the account balance immediately before the purchase.

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### **Account Valuation**

As soon as practical following each Allocation Date, the Trustees determine the amount in each Participant Account. The amount of each Participant Account is determined as follows:

- Amount in the Participant Account as of the previous Allocation Date; plus
- Employer Contributions actually made on behalf of the Participant since the previous Allocation Date; plus
- Net Investment Income determined by the Trustees to be applicable on a uniform basis to each Participant Account as of the previous Allocation Date; minus
- All administrative expenses as determined by the Trustees to be applicable on a uniform basis to each Participant Account since the previous Allocation Date.

### **Allocation Date**

May 31

### **Beneficiary**

A person designated in accordance with Plan provisions to receive benefits upon the death of a Participant.

### **Benefit Amount**

The amount of benefits to which a Participant or Beneficiary is entitled under the Normal Retirement Benefit, Total and Permanent Disability Benefit, Death Benefit, Termination Benefit or Hardship Withdrawal provisions included in this Plan.

### **Covered Employment**

Any employment in a capacity for which Employer Contributions are required to be paid to the Trust Fund in accordance with an agreement.

### **Employee**

An individual who is in Covered Employment.

### **Employer**

An Employer as defined by the Plan means:

- An individual, partnership or similar business entity, firm or corporation that is bound to make Employer Contributions to the Trust Fund, under the provisions of a written collective bargaining or participation agreement on behalf of Employees;
- The Union, upon its written declaration delivered to the Trustees, where the Union is bound to make Employer Contributions to the Trust Fund on behalf of its Employees included within the definition of an Employee as stated in the Plan Document; and

- The Trustees who enter into a written agreement that bind the Trustees to make Employer Contributions to the Trust Fund on behalf of their Employees, including the Trustees of the:
  - Sheet Metal Workers Local Union No. 265 Pension Fund;
  - Sheet Metal Workers Local Union No. 265 Welfare Fund; or
  - Sheet Metal Workers Local Union No. 265 Education Fund.

### **Employer Contributions**

The contributions made by an Employer on behalf of an Employee as required by an agreement between the Union and the Employer or such other written agreements requiring the making of such payments.

### **Hour of Service**

Each hour for which an Employer either directly or indirectly pays an Employee for which the Employee is entitled to payment for the performance of duties during the Plan Year.

### **Money Purchase Pension Account**

The account used to record Employer Contributions made to the Trust Fund before June 1, 1998 plus Net Investment Income allocable to the Employer Contributions minus administrative expenses and fees.

### **Net Investment Income**

The aggregate of all interest, dividend income and any other investment gains or losses, whether realized or unrealized, in excess of investment expenses earned by the Trust Fund since the last Allocation Date.

### **Normal Retirement Age**

Age 55.

### **Participant**

Any Employee who earns at least one Hour of Service with an Employer on or after June 1, 1993.

### **Participant Account**

The Money Purchase Pension Account and Profit Sharing Account established by the Trustees on behalf of each Participant to record his Employer Contributions made to the Trust Fund and allocated Net Investment Income minus administrative expenses and fees. Such an account will be maintained by the Trustees until the balance is reduced to zero as a result of the payment of a Benefit Amount.

### **Plan**

The Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan, as constituted on and subsequent to June 1, 1993.

### **Plan Year**

The 12 consecutive month period beginning June 1 and ending May 31 of the following year.

### **Profit Sharing Account**

The account used to record Employer Contributions made to the Trust Fund after May 31, 1998 plus Net Investment Income allocable to the Employer Contributions minus administrative expenses and fees.

### **Trust Agreement**

The Agreement and Declaration of Trust establishing the Sheet Metal Workers Local No. 265 Supplemental retirement Savings Plan retroactively established June 1, 1993, as that instrument may from time to time be amended.

### **Trust Fund**

The Sheet Metal Workers Local No. 265 Supplemental Retirement Savings Plan.

### **Trustees**

The Board of Trustees consisting of Employer and Employee Trustees collectively as appointed or elected under the Trust Agreement and as constituted from time to time in accordance with the provisions of the Trust Agreement.

### **Union**

The Sheet Metal Workers Local No. 265.



