



## **ACTIVE PLAN**

# **STABILIZATION AGREEMENT OF THE SHEET METAL INDUSTRY (SASMI) Summary Plan Description (SPD)**

**AS OF JULY 1, 2018**

**SUMMARY PLAN DESCRIPTION**

This Summary Plan Description (SPD) contains short descriptions of the benefits provided under both the Active SASMI Plan of Benefits and the Retiree Plan of Benefits. More complete descriptions of the benefits can be found in the Active and Retiree Rules and Regulations (Plan Documents) which are available on the SASMI website [www.SASMI.org](http://www.SASMI.org). Copies of these documents are also available upon request from the SASMI office at 8403 Arlington Boulevard, Suite 310, Fairfax, Virginia 22031-4601 and for inspection at the various local union offices that participate in SASMI.

Application forms and information about your personal benefits can also be found on the SASMI website, [www.SASMI.org](http://www.SASMI.org).

If you have questions about the website, the benefits, or your eligibility and benefits you can write to the Fund at the address above or call SASMI at 1-800-858-0354. You may not rely on statements or writings from anyone other than the SASMI Administrator or the Trustees as a group with respect to your SASMI benefits.

If there is any discrepancy between this Summary Plan Description and the Rules and Regulations or Trust Agreement, the Rules and Regulations or Trust Agreement will control. The SASMI Trustees reserve the right to amend the governing documents at any time with respect to any and all benefits including those already approved for payment.

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## **WHAT IS SASMI?**

The National Stabilization Agreement of the Sheet Metal Industry Trust Fund (more commonly known as the “SASMI Trust Fund”) is an independent trust fund set up to stabilize employment and earnings in the Sheet Metal Industry and to protect you against related loss or interruption of earning power. It does this by providing certain benefits to covered sheet metal workers.

The Trustees of the SASMI Trust Fund have created separate plans for active employees (the “Active Employee Plan”) and retirees (the “Retiree Plan”) under the umbrella of the SASMI Trust Fund. In this booklet “SASMI” refers to the trust fund and its two plans – one for active employees and one for retirees, together or separately.

## **WHO RUNS SASMI?**

SASMI is governed by a Board of Trustees half of whom are selected by the union and half of whom are appointed by the participating contractors. The Trustees are the legal plan sponsor and plan administrator of SASMI and have full control over its terms and operations.

SASMI operates under a trust agreement which requires that all fiduciary decisions be made in the best interest of SASMI participants. Its day-to-day operations are carried out under the supervision of an Administrator who is appointed by the Trustees. The Trustees make all policy decisions and the final determination regarding benefit appeals. The SASMI Trustees have the sole and absolute discretion to interpret and apply the provisions of the Rules and Regulations and other SASMI documents.

## **HOW ARE BENEFITS FUNDED?**

SASMI is financed by employer contributions and, to some extent, investment income. All contributions to the SASMI Trust Fund are made by employers in accordance with their collective bargaining or related agreements with SMART or local unions of SMART.

All of the SASMI benefits for active employees are paid directly and solely from assets of the SASMI Active Employee Plan. None of the benefits actually provided by SASMI are insured and no SASMI benefits are vested. They may be amended or terminated at any time before you are paid based on available money or any other concerns of the Trustees. In addition to providing benefits, assets are used to pay the administrative expenses of the Fund.

The assets of the SASMI Trust Fund and Plan are handled in accordance with the rules of the SASMI Trust Agreement, ERISA, and other federal laws. The SASMI office will provide you, upon written request, with information regarding which employers are contributing to SASMI for work by sheet metal workers working under collective bargaining agreements.

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## ACTIVE BENEFITS

- Supplemental Unemployment/Underemployment (one combined Benefit)
- Advance Supplemental Unemployment (an Advance of the above Benefit)
- Welfare (previously referred to as “Health” or “Health & Welfare”)
- Travel
- Severance (only applicable for individuals who were participants before 1/1/2010)
- Death Benefit

### I. “ACTIVE” SASMI BENEFITS - GENERAL ELIGIBILITY REQUIREMENTS

#### A. Initial and Renewing Eligibility

##### Initial Eligibility

You become a participant eligible for Active Benefits after completion of one of the following:

- 1,200 contributory hours within 12 consecutive months, or
- 2,000 contributory hours within 24 consecutive months, or
- 2,800 hours within any period of time prior to a loss of eligibility.

##### Renewed Eligibility

If you lose eligibility, you again become eligible for Benefits in the same manner as for initial eligibility.

#### B. Recycling of Eligibility

Eligibility which terminates after receipt of benefits in one (1), two (2) or three (3) Stabilization Periods recycles upon satisfying the same criteria as for initial or reestablished/renewed eligibility.

Please note that hours worked in a Stabilization Period in which you draw a Supplement Unemployment/Underemployment or Welfare Benefit cannot be counted toward re-establishing eligibility.

#### C. Stabilization Periods

SASMI uses “Stabilization Periods” when processing Benefits. Each calendar year is split into an “A” Period (January through June) and a “B” Period (July through December). Periods are referred to as the calendar year and applicable Period (*example: 2017-A*).

#### D. Group Hours

You should be able to work a certain number of hours in each Stabilization Period based on the work experience of all the participants working in your local union. If you have satisfied the requirements for eligibility before the Stabilization Period and involuntarily work less than the Group Hours based on the work experience of your home local union, you may be entitled to benefits based on your lack of employment, either full unemployment or underemployment.

*NOTE: To be eligible for Supplemental Un/Underemployment Benefits you need to be involuntarily unemployed. That means you are not entitled to that benefit if your failure to work at least the number of Group Hours for your local union is voluntary (in other words, it was your decision to not work or to not be available for work).*

Every local union participating in SASMI is periodically (usually annually) classified into one of four groups based on the average hours worked by active employees in the local union in the prior year (or another period). The standard working hours -- called “Group Hours” for members of each group have been determined actuarially and are shown in the following table:

SASMI GROUP	STABILIZATION PERIOD “A” (1/1 - 6/30)	STABILIZATION PERIOD “B” (7/1 - 12/31)
Group 1	800 hours	900 hours
Group 2	750 hours	850 hours
Group 3	650 hours	750 hours
Group 4	600 hours	700 hours

**E. When Do Benefit Payments Start**

- Benefits are payable in the Stabilization Period after you establish eligibility.
- Travel Benefits are available if you satisfy the general eligibility requirements and are referred through the International Job Bank.

**F. Eligibility For Benefits**

1. You must meet the General Eligibility Rules as set out more fully in the Plan Documents;
2. You must meet any specific eligibility rules for the benefit you seek;

You must not have lost eligibility and must not have terminated qualifications for benefits any time during the Stabilization Period or before the receipt of benefits; and

3. You must submit an application in accordance with Plan procedures.

**G. When are Benefits Lost or Reduced**

Benefits can be lost or reduced as set out in the Sections describing each benefit and in Part VII.A.

**II. SUPPLEMENTAL UNEMPLOYMENT AND UNDEREMPLOYMENT BENEFITS**  
**(EXPLAINED AS ONE BENEFIT)**

SASMI encourages work through the Supplemental Un/Underemployment Benefit by supplementing your pay, including if you are not completely out of work. In order to qualify for this benefit you must either be available for and able to work or unable to work due to illness, injury, or temporary disability. Generally this means that you remained in your local area and did not take other permanent work.

Benefits are paid only for involuntary un/underemployment. You must be either (1) available for and seeking suitable employment in the Sheet Metal Industry during the Stabilization Period and until receipt of payment in order to receive benefits or (2) unable to work due to illness, injury, or temporary disability.

Suitable employment in the Sheet Metal Industry generally means the type of work covered under the trade jurisdiction of SMART and jobs in related building trades or other work to which you are referred or which you are able to perform because of your skills as a sheet metal worker.

**A. Is There a Difference Between Unemployed and Underemployed? YES.**

Supplemental Unemployment benefits are paid when you work less than the Group Hours and are receiving state unemployment compensation benefits.

Underemployment benefits are paid when you work less than the Group Hours but are not receiving state unemployment compensation benefits. This could include time when you are not working because of illness, injury, or temporary disability.

**B. Eligibility for Supplemental Un/Underemployment Benefits**

You must satisfy the SASMI general eligibility rules to receive these benefits as well as the following additional requirements (if you are unable to work due to illness, injury, or temporary disability, see II.C below):

- You must be involuntarily unable to work the Group Hours applicable to your Home Local Union during a Stabilization Period;
- You must be available for, seek, and accept suitable work in the Sheet Metal Industry in your Home Local Union at all times during a Stabilization Period and until receipt of payment of benefits;
- You must demonstrate a willingness to travel reasonable distances on referral from your Home Local Union to secure suitable work in the Sheet Metal Industry; and
- You must submit a timely application in accordance with procedures established by the Trustees.

You can lose eligibility or forfeit these benefits for several reasons, including the following:

- You turn down an offer of suitable employment during a Stabilization Period;
- You refuse to travel a reasonable distance to secure suitable employment;
- You are underemployed and do not enroll in an available program for advanced journeymen training in your jurisdiction;
- You fail to take or pass job-site drug testing requirements unless you are enrolled in a bona fide employee assistance program; or
- You exhaust your benefits under the Four Stabilization Period Limit, the 10% Rule, the 200% rule, or other provision related to loss of benefits.

**C. Underemployment Benefits in the Event of Illness or Temporary Disability**

You may be eligible for an Underemployment Benefit if you are temporarily unable to work due to illness, injury or temporary disability.

- (a) A Disability, Illness, Injury is “Temporary” if it is not expected to permanently render the Employee unable to work. Underemployment Benefits are not paid if you are unemployed due to a permanent disability.
- (b) An Employee must be able to document a Disability, Injury or Illness by records of confinement in a hospital or other facility or by a physician’s statement indicating the starting date of the disability or illness, the return to work date (or anticipated return to work date), and the basis for the disability or illness.

Disability, injury or illness is normally determined and certified by your doctor but SASMI can request a second opinion and deny benefits on the basis of that opinion.

Underemployment Benefits are not paid if you are unemployed due to a permanent disability.

**D. How Is the Amount of the Supplemental Un/Underemployment Benefit Computed?**

Once you know the difference between the hours you worked during a period and the standard Group hours for a worker in your Local, you can compute your benefit. The basic formula is calculated in accordance with (a) and (b) below, but shall not exceed the maximum in (c) below.

- (a) The basic benefit equals the applicable Hourly Wage on which Contributions were remitted in your Home Local multiplied by the applicable Group Hours (see I.D).
- (b) The basic benefit is reduced by Industry Hours for the Stabilization Period and the amount of all Welfare Benefits paid on your behalf that have not yet been deducted from your Supplemental Un/Underemployment Benefits.
- (c) The maximum combined Supplemental Un/Underemployment Benefits you can receive for a Stabilization Period is the lesser of
  - (1) 190 times your average hourly wage rate, and
  - (2) the amount of your average earnings used in computing your state unemployment benefits.

*Example #1.* The following example should help to make the computation easier to understand.

Your average wage rate is \$25 an hour and your Home Local Union is classified in Group 3. During Stabilization Period “A” (from January 1 through June 30) you are expected to work 650 hours. However, you worked 500 hours and earned \$12,500. This is how you would figure your gross Underemployment Benefit:

	Average Hourly Wage rate	\$25
times	Group Hours for Group 3 in Stabilization Period “A”	x 650
equals	What SASMI expected you to earn in your local (\$25 x 650 hours)	= \$16,250
minus	What you actually earned (\$25 x 500 hours)	-\$12,250
equals	Your benefit before taxes and any Health & Welfare Benefit offset	=\$4,000

The actual check you will receive will be less because applicable taxes will be withheld and deducted from your check just as with your pay check. Your benefits may also be reduced by the amount of Health Benefits paid to your local health and welfare fund to maintain your eligibility (see II.F) as well as any advance Supplemental Unemployment benefits (see II.I) you received for that Stabilization Period.



**E. Coordination between Supplemental Unemployment and Underemployment Benefits**

There are 26 weeks in each Stabilization Period. Once your benefit amount is determined, it is divided between Supplemental Unemployment and Underemployment Benefits.

Using *Example #1* above, your benefit would be \$5,250. Assuming you collected State Unemployment Compensation for 10 of the 26 weeks during Stabilization Period A,

the **SUB** portion of your check would be:

10/26th of \$5,250 or: \$2,019.23

**AND** the **Underemployment Benefit** portion of your check would be:

16/26 of \$5,250 or: \$3,230.77

Your benefit check, before taxes and any Health and Welfare Benefit offset, **would still be \$5,250** and may be paid in one check.

The benefits are calculated separately because the Internal Revenue Code requires SASMI to withhold FICA and Medicare from the Underemployment Benefit.

**F. Recovery of Welfare by Offset of Supplemental Un/Underemployment Benefits**

Welfare Benefits paid to your Local Union Health Fund on your behalf are an advance of the Supplemental Un/Underemployment Benefit. When the Welfare Benefit is paid, your record reflects an outstanding Welfare Benefit balance, which is recovered from the next Supplemental Un/Underemployment Benefit(s) you are entitled to receive. Recovery of benefits will continue until all outstanding monies are recovered or the obligation for recovery has been forgiven as set out in III.B.

If an entire Supplemental Un/Underemployment Benefit is offset by outstanding Welfare Benefits, that Stabilization Period is still counted as one Supplemental Un/Underemployment Benefit for purposes of the 10% rule and the general loss of eligibility if you have four (4) Stabilization Periods of Supplemental Un/Underemployment without recycling, see VII.A.2.

**G. Applying For Supplemental Un/Underemployment Benefits**

You must file an application for Supplemental Un/Underemployment benefits with SASMI in order to receive benefits. The application must be postmarked and mailed to SASMI no later than April 1st or the first business day thereafter for Stabilization Period B and no later than October 1st or the first business day thereafter for Stabilization Period A.

**H. 10% Rule – Supplemental Un/Underemployment Benefits**

If you have received Supplemental Un/Underemployment benefits for two (2) benefits periods then you are not eligible for either the third (3rd) or fourth (4th) period of benefits unless you worked at least 10% of the applicable Group Hours in the previous Stabilization Period.

*Example: The Group Hours were 750 in period 2016-B. Participant Smith applied for his third Supplemental Un/Underemployment benefit in 2017-A. He is not eligible unless he had at least 75 reported hours in 2016-B.*

**I. Advance Supplemental Unemployment Benefits**

If you have been unemployed for 60 consecutive days during the applicable Stabilization Period, and can show proof of having received state unemployment compensation benefits for at least 60 consecutive days within the period, you may file for an **Advance** Supplemental Unemployment Benefit. SASMI will make a direct payment of this benefit to you. The maximum Advance is half (½) the maximum Benefit (95 hours).

You are not eligible for the Advance Supplemental Unemployment Benefit if you:

- have any outstanding Welfare Benefits that need to be recovered under II.F; or
- are unable to show proof that you have been receiving state unemployment benefits for 60 days then you are not eligible for the Advance Supplemental Unemployment Benefit.

### **III. WELFARE/HEALTH BENEFITS**

If you are an eligible and qualified participant, SASMI will make payments on your behalf to your local union health and welfare plan to continue your coverage (SASMI will not pay to establish or re-establish eligibility).

#### **A. Eligibility**

SASMI will continue to make payments up to eighteen (18) months even if no contributions are being made to the health and welfare plan on your behalf, as long as you are not permanently disabled.

Please note that all Health Benefits issued on your behalf are deducted from Supplemental Un/Underemployment Benefits until recovered. For this reason, you might want to apply for Un/Underemployment benefits in periods that Welfare is paid on your behalf.

#### **B. Amount of Benefit**

SASMI will pay your Home Local Union Health and Welfare Plan in which you are enrolled as a participant, the difference between the monthly minimum of hours (or dollars if your benefit plan uses a Dollar Bank) required to continue health insurance and related welfare benefit coverage for you and your family and the number of hours credited to you by the plan for the month or by reason of a credit or reserve bank.

The payment under this Article cannot exceed the maximum amount payable as an Un/underemployment Benefit for the Stabilization Period. That maximum amount is the applicable wage rate times 190 hours.

The amount of the payment under this Article will reduce any Supplemental Un/Underemployment Benefit to which the Employee is entitled during the Stabilization Period or becomes entitled in future Stabilization Periods. Effective January 1, 2018, an Employee who, after receiving Welfare Benefits, has

- (1) recycled eligibility as set out in Article II, Section 3, and
  - (2) has earned Contributions for 3,500 or more hours of Covered Employment in six consecutive Stabilization Periods (3 years),
- then the Welfare Benefits received prior to recycling eligibility and earning the 3,500 hours will no longer be subject to Recovery/Coordination of Benefits.

If that Employee receives additional Welfare Benefits those new Welfare Benefits must meet the same requirements to not be subject to Recovery/Coordination of benefits.

All benefits paid as Supplemental Unemployment Benefits, Underemployment Benefits, or Welfare Benefits that are not Recovered count as benefits received when calculating Severance and HCRA benefits.

## **IV. TRAVEL**

### **A. Eligibility**

SASMI pays Travel Benefits when you travel for work from the jurisdiction of a SASMI Local Union to the jurisdiction of another SASMI Local Unions or to the jurisdiction of a non-SASMI Local Union.

1. To be eligible for the Travel Benefit you must:
  - (a) meet the SASMI initial eligibility requirements;
  - (b) be an active SASMI participant;
  - (c) be available for work and either involuntarily unemployed or threatened with unemployment in your Home Local Union; and
  - (d) be referred through the International Job Bank.
2. Required Amount of Travel for Benefit Eligibility

If you are traveling to another SASMI Local: you must travel more than 100 miles.

If you are traveling to a non-SASMI Local: you must travel at least 200 miles (one-way, measured from your home) and you must travel to a location outside the jurisdiction of your home Local Union. Mileage is not paid for the return trip when travel is to a non-SASMI Local area.

3. Required Days of Work For Benefit Eligibility

To be eligible for the Travel Benefit for travel to a job less than 1,000 miles away from your Home Local you must agree to work at least 30 working days within 42 consecutive calendar days, if the work is available.

To be eligible for the Travel Benefit for travel to a job 1,000 or more miles away from your Home Local, you must agree to work at least 60 working days within 84 consecutive calendar days, if the work is available.

### **B. Amount of Benefit**

The maximum round-trip Travel Benefit is \$1,125.

SASMI will pay a per diem of \$75 per day for seven (7) days (that is \$525) plus Mileage at the IRS rate upon your arrival at the job to which you were referred through the International Job Bank. Mileage is assessed from your home to the job site. If the benefit paid in connection with traveling to the job is less than the \$1,125 maximum round-trip benefit then SASMI will pay the mileage rate upon your return, up to the maximum round-trip benefit.

## V. SEVERANCE

*(applies to Individuals who were SASMI Participants before 1/1/2010)*

Due to a determination received from the Internal Revenue Service (IRS), the SASMI Board of Trustees were required to discontinue additional accruals of benefits to the Severance Benefit effective December 31, 2009. However, if you accrued a SASMI Severance Benefit prior to December 31, 2009, you may still be entitled to a Benefit, which will be paid after your permanent separation from the Sheet Metal Industry.

### **A. Eligibility**

In order to qualify for a SASMI Severance Benefit:

- You were eligible SASMI participant on or after July 1, 1992 (the date the Severance Benefit was implemented);
- You accrued at least two (2) years of Future Service Credit;
- You were eligible for Supplemental Un/Underemployment Benefits on or after July 1, 1992 and did not forfeit eligibility for Benefits under the Plan as in effect on or before Dec 31, 2009, before receipt of payment other than by reason of Severance;
- You have been PERMANENTLY SEPARATED from the Sheet Metal Trade for at least twelve (12) consecutive months before the Benefit is paid; and
- You apply within 23 months of termination of employment in the Sheet Metal Trades.

### **B. Amount of Benefit**

The SASMI Severance Benefit is computed based upon years of “Future Service Credit” and “Past Service Credit.” The total combined years of Past and Future Service cannot exceed 35 years and Past Service cannot exceed 23 years. In addition, the total percentage used for calculating the benefit cannot exceed 150%.

Both Past and Future Service is credited by Stabilization Period (½ year). Past Service is determined from the date of your initiation into the International through and including the Stabilization Period in which you attained initial SASMI eligibility. Future Service is determined from the Stabilization Period after the Period in which you attained initial SASMI eligibility through the Period of your permanent separation from the Industry. You get Future Service Credit for a Stabilization Period if you are credited with SASMI contributions for at least 100 hours during that Stabilization Period.

Your contributions received through 2009 are multiplied by a percentage based on Past and Future Service Credit earned through 2009. From that amount all Active Benefits issued are deducted.

Severance Benefits may be paid to your designated beneficiary in the event of your death. If you have not designated a beneficiary, payment will be made to your surviving family members in the following order: spouse, children, parents, siblings.

***You can receive a Severance Benefit of up to 150% of the total contributions made on your behalf through 2009.***

## VI. DEATH BENEFIT

### A. Qualification

Your dependents are eligible for this Death Benefit if all of the following conditions are met:

1. You were eligible for Active SASMI benefits at the time of your death;
2. Prior to your death, you had obtained 5 years of Future Service Credit with a minimum or one (1) hour of paid Contributions after January 1, 2010; and
3. Prior to your death, you had not received Active Benefits exceeding the Contributions paid to SASMI in relation to your work.

### B. Amount of Benefit

The benefit payable is determined by your years of Future Service Credit, as follows:

YEARS OF FUTURE SERVICE CREDIT	BENEFIT AMOUNT
5 – 9.5	\$5,000
10 – 14.5	\$10,000
15 – 19.5	\$20,000
20 – 24.5	\$30,000
25 – 29.5	\$40,000
30 or More	\$50,000

### C. Exclusions

Benefits will not be paid in connection with your death if it is caused by, or results from an injury that was received while committing an assault or felony.

## VII. GENERAL BENEFIT RULES

### A. Loss of Eligibility: “Active” SASMI Benefits (excluding Severance and Death Benefits)

1. Loss of Eligibility Based on Lack of Contributions. Your eligibility for Active SASMI benefits, other than the Severance Benefits, is lost if you have eighteen (18) consecutive months without SASMI contributions.

2. Loss of Eligibility Based on Use of Benefits without Recycling.

Your eligibility for Active SASMI benefits, other than the Severance Benefits, is lost if you have received Supplemental Un/Underemployment Benefits in four (4) Stabilization Periods without recycling eligibility. Periods do not have to be consecutive. The “Advance” Supplemental Unemployment Benefit is an advance of the Supplemental Unemployment Benefit and will not be counted separately. However, if the only benefit you received in a particular Stabilization Period was the “Advance” then it would count.

Once eligibility is re-established or recycled, the Supplemental Un/Underemployment check count resets to zero (“0”). However, the outstanding Welfare amount to be offset remains until it is erased as set out in II.B.

3. Change in Status. Eligibility is lost immediately by a change in your status from Active Coverage due to:
  - (a) Retirement
  - (b) Permanent Disability
  - (c) Forfeiture of Membership
  - (d) Individual Withdrawal
  - (e) Death

**B. Eligibility “Freeze” for Active Benefits**

Your eligibility for benefits to be recovered may be “frozen” in the following situations:

- You are participating in a certified “Salting” Agreement (or Youth-to-Youth) – maximum six (6) months;
- You are on Active Duty in the United States Armed Forces; or
- You are employed by SMART or a Related Organization as an Elected or Appointed Official.

You are not eligible for Active Benefits during any Periods where eligibility is frozen. This freeze does not apply to the Death or Severance Benefits.

**C. Owner/Members and Relatives of Owner/Members**

For more information see Plan Documents or contact the SASMI Fund Office

The Rules related to eligibility are different if you are:

1. Not working under a CBA requiring contributions to SASMI, or
2. An owner or the relative of an owner.

If you are covered by one of these categories, the rules can vary based on the specific circumstances of the situation. In general, however,

1. If you are participating in SASMI as an “owner” you are entitled to the Severance and Death Benefit.
2. If you are participating in SASMI and are a Relative of an Owner you are eligible for Active Benefits but only up to an amount equal to the contributions received on your behalf. In other words, you cannot receive Benefits in excess of the amount of contributions paid to SASMI on your behalf.

**D. 200% Rule**

In general, you cannot receive Active Benefits that equal more than 200% of the contributions received on your behalf. There are a couple of exceptions to this rule:

1. This rule does not apply until you have:
  - Completed one eligibility cycle (gain and loss of eligibility)
  - Received Benefits of at least \$20,000.
2. In connection with Welfare Benefits only, if you have received less than \$50,000 in Benefits you are eligible to receive additional Welfare Benefits until your Total Outstanding (not yet recovered) Welfare Benefits equal your wage rate multiplied by 380.

*NOTE: Your eligibility to receive Benefits that equal up to 200% of contributions is capped at \$100,000 in benefits. If you have received Benefits equal to or in excess of \$100,000, additional Benefits will only be paid up to 100% of the Contributions paid on your behalf. For example,*

- if a participant had \$70,000 in Contributions then he or she would not be eligible for benefits after a payment resulting in at least \$100,000 in benefits (2x Contributions would be \$140,000 but this individual is capped at \$100,000), and
- if a participant had \$140,000 in Contributions then he or she would not be eligible for benefits after a payment resulting in at least \$140,000 in benefits.

**E. Beneficiary Maintenance**

You can designate a Beneficiary in connection with the Severance Benefit and the Death Benefit. If you fail to designate a beneficiary, or if your beneficiary dies before you do, SASMI will issue these Benefits to your spouse, child(ren), parents or siblings.

## **VIII. GENERAL APPLICATION, CLAIM AND APPEAL RULES**

An application for a Benefit shall be available from SASMI or other persons authorized by the Trustees and shall be filed with the SASMI office. Applications are available on line at [www.SASMI.org](http://www.SASMI.org) and from the Fund Office or your Local Union Hall.

The application and supporting information varies by the benefit being applied for. In some cases, such as the Travel Benefit or the Supplemental Un/Underemployment Benefit, your Local Union may need to provide information or certification of eligibility. For the Welfare Benefit, information may be needed from your Local Welfare Fund.

The general rules related to claims, applications and appeals are in part VI of the General Information section at the end of the Summary Plan Description.

### **CLAIMS AND APPEALS INVOLVING A DETERMINATION OF DISABILITY OR TEMPORARY DISABILITY.**

As set out fully in the Active Plan Document, claims which require a determination of Disability or Temporary Disability will be ruled on within 45 days after receipt of a completed application. In some cases, additional time may be needed, up to another 30 days. The Administrator or the Claims Committee may extend the time to resolve the claim for only two (2) additional 30 day periods.

The denial of a claim or part of a claim will be provided in writing, in a culturally and linguistically appropriate manner, and will include the specific reason(s) for the denial; a reference to pertinent Plan provisions, specific internal rules, guidelines, protocols, standards or other similar criteria; an explanation of the basis for disagreeing with or not following the opinion of the Employee; a description of any additional information necessary to perfect the claim; and an explanation of the steps to be taken if the Employee wishes to appeal the denial.

An Employee (or his authorized representative) may appeal any denial by filing a written request for review. The written appeal must be filed with the Administrator within 180 days from the date of receipt of the written denial. Use of the Plan's Appeal Procedure is mandatory.

An Employee may submit in writing issues, comments and evidence for consideration by the reviewing party. An Employee may request copies of all documents, records, and other information relied on by the Administrator or the Claims Committee in making the adverse determination including any internal rule, guideline, protocol or other criteria. There is no charge to the Employee for these copies. The Employee may also supply additional medical or other information in support of his claim. If, in considering an appeal, the Trustees or the Claims Committee become aware of any new or additional evidence that was considered, relied upon, or generated by the Administrator or the Claims Committee in making the adverse determination or any new or additional rationale for making the adverse determination, copies of such new or additional evidence or rationale will be provided to the Employee, as soon as possible. The Employee will then have 30 days after receiving such new or additional evidence or rationale to submit a written response to the Trustees or the Claims Committee.

**GENERAL INFORMATION***Applicable to both Active and Retiree Plans***I. PLAN IDENTIFICATION INFORMATION****NAME OF PLAN:**

National Stabilization Agreement of the Sheet Metal Industry - Active Employee Rules and Regulations (the "Active Employee Plan")

**TRUSTEES:**

Anthony M. Castrello  
 Sheet Metal Workers' Local 58  
 301 Pulaski Street  
 Syracuse, NY 13204

Hank Meyers  
 Brad Snodgrass, Inc.  
 1930 South State Ave.  
 Indianapolis, IN 46203

J. Scott Parks  
 Sheet Metal Workers' Local 20  
 2828 East 45th Street  
 Indianapolis, IN 46205

Dan Monahan  
 J.E. Monahan Metals Inc.  
 559 Queensbury Ave., Suite 1 & 2  
 Queensbury, NY 12804

Dwayne Stephens  
 Sheet Metal Workers' Local 9  
 7510 W. Mississippi Ave., Suite 200  
 Lakewood, CO 80226

John Unger  
 U.S. Sheet Metal, Inc.  
 3200 Enterprise Drive  
 Saginaw, MI 48603-2312

**SASMI OFFICE AND ADMINISTRATOR:**

Kenneth Colombo, SASMI Administrator  
 8403 Arlington Boulevard – Suite 310  
 Fairfax, Virginia 22031-4601  
 Phone: (800) 858-0354 or (703) 739 7250  
 Fax: (703) 549-9613 (Business & Benefits Office)  
[www.sasmi.org](http://www.sasmi.org), also available as a link on [www.smwnbf.org](http://www.smwnbf.org)

If you wish to obtain additional information about the plan, contact SASMI by writing to the SASMI Administrator at the above address.

**EMPLOYER IDENTIFICATION NUMBER:** SASMI Board of Trustees: 52-1036457**PLAN NUMBER:** 501**PLAN TYPE:** Employee welfare benefit plan**PERSON AND ADDRESS FOR SERVICE OF LEGAL PROCESS:**

SASMI Administrator  
 8403 Arlington Boulevard – Suite 310  
 Fairfax, Virginia 22031-4601

Service of legal process may also be made on a Trustee.

SASMI may also invest in commingled investment vehicles. If these vehicles are considered to hold SASMI assets in their underlying investments, the fund will generally be listed on the Form 5500 for SASMI which can be retrieved from [www.efast.dol.gov](http://www.efast.dol.gov) after it is filed.



## **II. IRS LIEN/LEVY OR OTHER STATE TAX LIENS**

SASMI honors IRS and state tax liens and levies. If SASMI receives a lien or levy, directed to your benefits then your record is coded and future Benefits subject to the lien or levy that are due to you are paid to the appropriate agency on your behalf until the lien or levy is satisfied

## **III. CAN SASMI OR ITS BENEFITS BE CHANGED?**

The Trustees have the power to amend or terminate the Plan at any time and in any fashion, even as to benefits already approved for payment. SASMI Benefits are not vested and may be amended or modified by the Trustees at any time.

No amendment or modification may reduce any benefits which have been approved for payment prior to amendment (so long as funds are available for payment of such benefits), cause a reversion of any of the plan assets to the Employers nor permit any of plan assets to be used for or diverted to any purpose other than the exclusive benefit of the plan participants and their beneficiaries and payment of administrative expenses.

### **A. Amendment**

No amendment or modification may cause a reversion of any Plan assets to the Employers nor permit any Plan assets to be used for or diverted to any purpose other than the exclusive benefit of the Active Participants, Retirees, and other beneficiaries of the Plan and payment of administrative expenses.

### **B. Termination of Plan**

Upon termination of the Plan, the assets then remaining in the Plan shall be used to pay expenses of administration and to pay Benefits to Active Participants or Retirees or other eligible persons, unless sooner exhausted. Thereafter, the Trustees shall determine the disposition of any remaining assets of the Plan in any fashion not inconsistent with the purposes of the Plan, and in accordance with ERISA Section 403(d)(2). Under no circumstances shall any money or assets remaining in the Plan be returned to or inure to the benefit of an Employer, a Local Union or the International Union.

### **C. Reciprocity and Alternative Contributions**

The Trustees may, in their sole discretion, enter reciprocal agreements with other employee benefit plans or Local Unions which shall form part of this Plan or accept contributions from Employers at non-standard rates. Absent other direction of the Trustees, any and all Benefits under the Plan will be pro-rated and adjusted based on the amount of such contributions in relation to the standard SASMI contribution rate for a building trade's journeyman for work covered by an alternative contribution.

### **D. Severability**

Should any provision in the Plan presently or hereafter in effect be deemed or held to be invalid under the provisions of ERISA, other applicable state or federal law or to impair SASMI's status as an organization exempt from federal income tax, such invalidity or impairment shall not adversely affect the other provisions of the Plan. The Plan shall be construed and shall be automatically amended (including creation of separate plans) to eliminate the invalidity or impairment, with such retroactive effect as is necessary or appropriate. If the invalidity or impairment shall make impossible or impractical the functioning of the Plan, the Plan shall terminate unless the Trustees shall approve a different course of action.

## **IV. GENERAL APPLICATION AND APPEAL PROCEDURES**

*NOTE: Special Rules for Disability Claims are in the Active Plan SPD part VIII.*

### **A. Applications**

1. Filing of Applications. Applications for Benefit are available on the SASMI website [www.SASMI.org](http://www.SASMI.org), from SASMI, and other persons authorized by the Trustees. An application for a Benefit shall be made in writing and shall include information deemed necessary by the Trustees and filed with the SASMI Fund Office.
2. Fraudulent or Deceptive Statements. If the Trustees determine that an application for benefits has been intentionally falsified for the purpose of attempting to receive benefits not otherwise payable, the result will be disqualification from any Benefits payable and future Benefits for a period of one (1) year. If the falsification is committed by a representative of a claimant, the person shall be subject to any available remedy under applicable law.

### **B. Application Processing**

An application or other claim for Benefits is complete when the claimant has furnished the information required. SASMI then shall determine whether the claimant is entitled to such Benefit and, if so entitled, shall arrange for the payment of the Benefit as soon as practicable. SASMI and the Claims Committee may expedite handling of a claim and extend the deadline for a request for review of a claim as necessary to maintain a reasonable claims procedure under ERISA and applicable regulations.

### **C. Notification to Claimant of Decision**

If a Benefit application is granted, the Administrator shall make payment to the claimant in accordance with the Plan. If a claim (as defined under Section 502 of ERISA) is wholly or partially denied, the claimant shall be so notified within ninety (90) days after receipt of the application or, in special circumstances and with notice to the claimant within 90 days, up to 180 days. A denial shall include the specific reason for the denial, specific references to the Plan provisions on which the denial is based, a description of any additional material or information necessary for the claimant to complete the claim, including an explanation of why such material is necessary, and an explanation of the Plan's claims review procedure.

### **D. Claims Committee**

The Trustees may appoint a claims committee, consisting of one or more persons, to carry out their functions with respect to the claims and review procedure specified in this Article. The claims committee shall have scheduled meetings to consider requests for review.

### **E. Review Procedure**

A claimant who has received a notice that his or her application has been denied may request a review of such notice of denial within one hundred eighty (180) days of the notice or a longer period allowed by the claims regulations under Section 503 of ERISA for a specific claim. In addition, a claimant who has not received a decision on an application by the deadline may request a review of his request. The claimant shall request a review in a written application to the Trustees. The claimant may have the opportunity to review pertinent documents and may submit issues and comments to the Trustees in writing. The claimant may have representation in connection with this review procedure.

### **F. Decision on Review**

Upon receipt of a request for review, the Trustees or the Claims Committee shall render a decision at the next scheduled meeting of the Trustees or the Claims Committee scheduled at least 30 days after receipt of the request for review or as soon as possible thereafter after receipt of the request for review, or, in special circumstances and with notice to the claimant before the initial deadline, the next scheduled meeting of the Trustees or the Claims Committee. The decision of the Trustees or the Claims Committee shall be in writing and shall include the specific reason(s) for the decision and specific reference to the Plan provisions on which the decision is based. Requests for review shall be considered at least once during each quarter of each calendar year by the Trustees or the Claims Committee.

### **G. Records**

SASMI shall maintain a record of all applications for Benefits, requests for review and responses thereto, as required by ERISA.

**H. Uniform Limitations Period**

1. A claimant has a duty to present a claim for payment to SASMI before other legal action. To the fullest extent allowed by applicable law, no administrative proceedings, arbitration, lawsuit or other legal action on a claim against SASMI or its fiduciaries without filing of an application for Benefits or other claim for payment with SASMI and timely completion of the Fund's claims procedure.
2. Except to the extent otherwise required by applicable law, no administrative proceedings, arbitration, lawsuit or other legal action on such claim for Benefits or other requests for payment from SASMI or its fiduciaries in connection with a claim for Benefits or other payments from SASMI or its fiduciaries (including without limitation, monetary remedies or awards for failure to respond to a request for documents or retroactive payments) shall be instituted against SASMI or its fiduciaries more than one hundred eighty (180) days after the earliest of:
  - (a) the last date for timely request for review of a denied claim;
  - (b) the date of a written determination or response by the Plan to a timely request for review on a claim, or
  - (c) the last date for a timely response by the Plan to a request for review or other request under ERISA and applicable regulations.

The Administrator or legal counsel to the Trustees may agree to extend any time limits for review or other proceedings in writing to a claimant.

**I. Benefit Overpayments**

If there is an overpayment or a payment on an ineligible claim that isn't repaid within 30 days of notice of the erroneous payment then the payment will be reported to the IRS as a taxable event.

**J. Benefit Deductions**

The Trustees may, as they deem prudent, deduct or withhold from the amount of any Benefit, as computed under the Plan:

1. any amount required to be withheld by the Trustees by reason of any law or regulation or final court decree, or
2. any amount for payment of taxes or otherwise to any federal, state or municipal government.

The amount withheld or deducted shall, when paid to the appropriate recipient, discharge and release the obligation of the Plan to the claimant for any Benefit.

**K. Nonalienation of Benefits**

No attempt to subject a Benefit or portion thereof to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind shall be valid and enforceable. The Trustees may terminate the interest of a Claimant in the Benefit or a portion thereof and apply the amount of such Benefit or portion thereof to or for the benefit of such Claimant's Spouse, Dependents or other appropriate recipient as the Trustees may determine and any such application shall be a complete discharge of all liability with respect to such Benefits.

**L. Choice of Law**

All questions pertaining to validity, construction and administration of the Plan shall be determined in accordance with ERISA and, where reference to state law is necessary or appropriate, the law of the District of Columbia.

## V. PRIVACY AND SECURITY

### A. Privacy of Protected Health Information

In accordance with the HIPAA Privacy Rule in 45 C.F.R. Part 160 and Subparts A and E of Part 164, the Trustees and SASMI will only disclose Protected Health Information in accordance with the following rules:

- (a) Hybrid Entity. SASMI is designated a “hybrid entity” as defined under 45 CFR §164.504. As such, the rules in subsections (b) to (n) below apply only with respect to the group health benefit operations of SASMI, directly or in relation to another covered entity under HIPAA.
- (b) Unauthorized Use or Disclosure. Protected Health Information will only be used or disclosed as permitted or required by SASMI documents or as required by law.
- (c) Subcontractors and Agents. The Trustees and SASMI will require each agent and subcontractor to whom they provide Protected Health Information to agree to written contractual provisions that the agent or subcontractor will be subject to the same restrictions and conditions that apply to SASMI with respect to Protected Health Information.
  - 1) Permitted Purposes. Protected Health Information will not be used or disclosed for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the employers who contribute to SASMI.
  - 2) Reporting. The Trustees and SASMI will report and record uses or disclosures of Protected Health Information that are inconsistent with those permitted by law of which they become aware.
- (f) Protected Health Information Availability. Protected Health Information will be made available to Active Participants and Retirees at the SASMI office so that they can inspect and copy their own individual Protected Health Information.
- (g) Protected Health Information Correction. Participants or others who are eligible for health benefits will be permitted to amend or correct Protected Health Information that is incorrect or incomplete and SASMI will incorporate any such amendments or corrections provided by the Plan.
- (h) Accounting. The Trustees and SASMI will make Protected Health Information available to permit an accounting of disclosures;
- (i) Government Agencies. Internal practices, books and records relating to the use and disclosure of Protected Health Information will be made available to the Department of Health and Human Services for purposes of determining SASMI’s compliance with HIPAA;
- (j) Return or Destruction of Protected Health Information. All Protected Health Information the Trustees and SASMI maintain in any form will be returned or destroyed if feasible, and no copies of such information will be retained, when such information is no longer needed for the purpose for which disclosure was made. If such return or destruction is not feasible, further uses and disclosures will be limited to those purposes that make the return or destruction of this information infeasible;
- (k) Minimum Necessary Standard. The Trustees and SASMI will use their best efforts to request only the minimum necessary type and amount of Protected Health Information needed to carry out the functions for which the information is requested.
- (l) Adequate separation. The Trustees will ensure that adequate separation exists between SASMI employees who perform functions related to its health care component and other employees of SASMI so that Protected Health Information will be used only for any group health benefit functions performed by SASMI. For purposes of establishing adequate separation, the Trustees will certify the employees or classes of employees that will have access to Protected Health Information for administrative purposes.
- (m) Non-compliance. Improper uses or disclosures of Protected Health Information may be reported to the privacy official of SASMI or the privacy official’s designee for handling HIPAA violations.
- (n) Non-compliance by Business Associate. The Trustees and SASMI will not be liable for a breach of the HIPAA Privacy requirements by a business associate under HIPAA, except as required by law.

**B. Security of Protected Health Information**

In accordance with the HIPAA Security Rule in 45 CFR Part 160 and Subparts A and C of Part 164, the Trustees and SASMI, with respect to the group health benefit operations of SASMI, directly or in relation to another covered entity under HIPAA, will safeguard Electronic Protected Health Information by:

- (a) Administrative, Physical, and Technical Safeguards. Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that SASMI creates, receives, maintains, or transmits on behalf of a group health plan.
- (b) Security of Adequate Separation. Ensuring that the “adequate separation” between a group health plan and other offices or plans of the union or employers described in the “Privacy of Protected Health Information” section is supported by reasonable and appropriate security measures.
- (c) Subcontractors and Agents. Ensuring that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate security measures to protect such information.
- (d) Reporting. Reporting any security incident of it becomes aware.
- (e) The provisions in Sections (a) through (d) above do not apply to Electronic Protected Health Information that a plan sponsor receives; (1) pursuant to 45 C.F.R. §164.504(f)(1)(ii) or (iii), or, (2) through a valid authorization in accordance with 45 C.F.R. §164.508.
- (f) The HIPAA Security Rule regulations, 45 C.F.R. Parts 160, 162, and 164, are incorporated herein by reference. Unless defined otherwise, all capitalized terms herein have the definition given to them by the Security Rule. If any other provision(s) of the Plan conflicts with this Section, this Section shall control.

## **VI. STATEMENT OF RIGHTS UNDER ERISA**

SASMI is subject to various federal laws, including the Employee Retirement Income Security Act of 1974 (ERISA) and the Labor Management Relations Act of 1947. As a participant in SASMI you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

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

- 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 and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **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 benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 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 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 nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

