



SHEET METAL #10 SAFE PLAN

(“SAVINGS ACCOUNT FOR FINANCIAL EMERGENCIES”)

SUMMARY PLAN DESCRIPTION

January 1, 2011

LETTER FROM THE BOARD OF TRUSTEES

Sheet Metal #10 SAFE Plan

("Savings Account for Financial Emergencies")

1681 East Cope Avenue, Suite B, Maplewood, Minnesota 55109

Phone 651-770-0991 or 1-800-396-2903; Fax 651-770-1351

To All Participants:

As Trustees of the Sheet Metal #10 SAFE Plan (the "Plan"), we are pleased to provide you with this Summary Plan Description which is effective January 1, 2011.

Effective July 1, 2002, Local Union #10 of the Sheet Metal Workers' International Association and the Sheet Metal and Roofing Contractors' Association of Minnesota, North and South Dakota, Inc. ("SMARCA, Inc.") established this plan for eligible members. The Plan was created to help provide financial security to you and your family if you should become unemployed or to help pay for retiree health and welfare costs from the Sheet Metal #10 Benefit Fund.

This booklet is a Summary Plan Description which is intended to give you a summary of the major features of the SAFE Plan. This Summary Plan Description also functions as the Plan's Plan Document. We encourage you to read the following pages carefully and keep them with your important papers for future reference.

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the staff at the Fund Office. Participants and beneficiaries should not, however, rely upon oral description of the Plan because the written terms of the Plan will always govern.

If you have any questions about the Plan, or your status under the Plan, contact the Fund Office at 651-770-0991 or 1-800-396-2903. If you would like to fax your question to the Fund Office, the facsimile number is 651-770-1351.

Sincerely,

Board of Trustees

Table of Contents

OVERVIEW OF THE SAFE PLAN	1
Summary of SAFE Plan Benefits.....	1
How to Become Eligible to Participate.....	3
How Employer Contributions Are Determined.....	3
The Investment of Employer Contributions.....	4
If You Perform Military Service.....	5
SAFE PLAN BENEFITS IN DETAIL	7
If You Receive State Unemployment Compensation Benefits.....	7
If You Are Disabled.....	10
If You Are Making Self-Contributions for Health Coverage.....	11
If You Retire.....	12
If You Pass Away.....	13
If You're Not Working in the Construction Industry.....	14
IF YOUR CLAIM FOR BENEFITS IS DENIED.....	16
What Happens If Your Claim is Denied.....	16
How to Appeal a Claim Denial.....	16
ADMINISTRATIVE PROVISIONS AND FACTS.....	19
Name of Plan.....	19
Plan Identification Number.....	19
Type of Plan.....	19
Type of Administration.....	19
Service of Legal Process.....	19
Union and Association.....	20
Plan Year and Fiscal Year.....	20
Contributing Employers.....	20
Sources of Contributions to the Plan and Collective Bargaining Agreements.....	20
Asset Management.....	20
Plan Administrator.....	21
Plan Counsel.....	21
Payment of Benefits to a Minor or an Incompetent Person.....	21
Amendment and Termination.....	21
Release of Information.....	22
Severability Clause.....	22
Trustee Interpretation, Authority, and Right.....	22
YOUR RIGHTS UNDER ERISA.....	23
Receive Information About the Plan and its Benefits.....	23
Have the Plan Fiduciaries Act Prudently.....	23
Enforce Participant Rights.....	24
Get Assistance With Questions.....	24

Overview of the SAFE Plan

Summary of SAFE Plan Benefits.....	1
How to Become Eligible to Participate	3
How Employer Contributions are Determined	3
The Investment of Employer Contributions	4
If You Perform Military Service	5

Summary of SAFE Plan Benefits

For more detail on any of these benefits, please see the “SAFE Plan Benefits in Detail” section of this summary plan description.

If you are receiving state unemployment compensation benefits, you may be eligible to receive the Supplemental Unemployment Benefit.

1. The Supplemental Unemployment Benefit amount is \$230 for each week for which you are eligible for State unemployment benefits, including your waiting week with the state.
2. Supplemental Unemployment Benefits will continue after your State unemployment benefits are exhausted if you are still laid off and available for work.
3. If you are an apprentice, rotated by the apprentice committee, and laid off from work by your new employer, you may also be eligible to receive this benefit even if you have not accumulated enough working week credits with your new employer to become eligible for State unemployment benefits.

If you are disabled, you may be eligible to receive the Supplemental Disability Benefit.

1. The Supplemental Disability Benefit amount is \$235 for each week for which you receive short term disability from the Sheet Metal #10 Benefit Fund.
2. The maximum period for which these benefits can be paid is 26 weeks.

3. Subject to the maximum benefit of 26 weeks, Supplemental Disability Benefits will continue if you have exhausted your benefits from the Sheet Metal #10 Benefit Fund, and you are still considered to be disabled according to your physician.

If you are making self-contributions for health coverage, you may be eligible to receive the Health Plan Self-Contribution Benefit.

If you run out of individual dollar bank and are required to self-pay for your health benefits under the Sheet Metal #10 Benefit Fund, the self-pay amounts will be automatically drawn from your account in the SAFE Plan. The only way to avoid this transfer is to cancel coverage in the Sheet Metal #10 Benefit Fund upon receipt of your notification letter.

If you retire, you may be eligible to receive the Retiree Benefit in limited circumstances:

1. If you are eligible for coverage under the Sheet Metal #10 Benefit Fund for retiree coverage and you have exhausted your individual dollar bank balance, your retiree premium payment will be paid from your SAFE Plan account.
2. If you are covered under another health plan and are required to pay premiums to the other health plan, you may be able to have these premiums reimbursed from your SAFE Plan account balance only if:
 - a. no contributions were made to the Sheet Metal #10 Benefit Fund on your behalf immediately preceding your retirement, and
 - b. your employer was signatory to a collective bargaining agreement with Sheet Metal #10 Benefit Fund on your behalf at the time of your retirement and for at least five years preceding your retirement (or controversially from the date of your last contribution to the Sheet Metal #10 Benefit Fund if less than five years).

If you pass away, a beneficiary may be eligible to receive the Beneficiary Benefit

1. If you pass away while covered under the Sheet Metal #10 Benefit Fund as either an active employee or retiree, the balance of your SAFE account will be used to pay for your survivors' Sheet Metal #10 Benefit Fund coverage.
2. Otherwise, if your beneficiary does not elect to have Sheet Metal #10 Benefit Fund coverage, the amount in your SAFE Plan account at the time of your death can be used to reimburse your beneficiary for health care medical expenses.

If you're not working in construction, not covered under the Benefit Plan, and no money has gone into your account for twelve months, you may be eligible to receive the Severance Benefit.

You will receive your SAFE account balance as a Severance Benefit if:

1. No Employer Contributions have been made to the SAFE Plan for 12 months;
2. You have not engaged in any employment or self-employment in any position for any business (in any form) which performs any work in the construction industry within the geographic jurisdiction of Local 10 for 12 months; and
3. You are not eligible to elect coverage under the Sheet Metal #10 Benefit Fund as either an active employee or a retiree.

How to Become Eligible to Participate

To be eligible to participate in the SAFE Plan (also called the “Plan”), you must meet the following conditions:

1. You must work under a Collective Bargaining Agreement between Sheet Metal Workers’ Local #10 and SMARCA, Inc. (or directly with your Employer) which requires your Employer to make contributions to this Plan for hours worked by employees; and
2. You must be eligible to participate in the Sheet Metal Local 10 Supplemental Retirement Plan.

How Employer Contributions Are Determined

Your employer makes contributions to the SAFE Plan based on the collective bargaining agreement. The amount contributed is determined by that agreement. As an employee, you are neither required nor allowed to make contributions to this Plan. While all monies contributed to the SAFE Plan will be held in a single trust fund, the Plan will keep records of monies contributed on your behalf (called your SAFE Plan “account”). Earnings, losses and expenses will be allocated at least annually.

The Plan is funded solely through Employer Contributions. To fund your SAFE Plan account, one-half of the monthly contribution to the Supplemental Retirement Plan will be diverted to your SAFE Plan account until your SAFE Plan account balance reaches \$6,000. At that point, the next monthly contributions to the SAFE Plan will stop and the full amount of the Supplemental Retirement Plan contribution will be made to the Supplemental Retirement Plan.

If your SAFE Plan account balance falls below \$6,000 at the end of any month, one-half of the next monthly Supplemental Retirement Plan contribution will again be diverted to your SAFE Plan account and will continue on a monthly basis until the SAFE Plan account balance reaches \$6,000.

Example

The collective bargaining agreement under which you are working requires \$2.00 per hour to be contributed to the Supplemental Retirement Plan. One-half of this (\$1.00 per hour) will be diverted to your SAFE Plan account while your contributions to this SAFE Plan are building up to the \$6,000 level.

When your SAFE Plan account reaches the \$6,000 level, then upon the next monthly contribution, the full \$2.00 per hour contribution will be made to the Supplemental Retirement Plan on your behalf. The Supplemental Retirement Plan contribution will remain at the \$2.00 level until your SAFE Plan account falls below \$6,000 at the end of any month. If this happens, then an Employer Contribution of \$1.00 per hour will again be diverted to your SAFE Plan account.

It is important to note that in any given month of contribution, the diversion of contributions to the SAFE Plan is based upon your SAFE balance at the time of the contribution. For example, if your SAFE balance is \$5,999 at the time a monthly contribution is made, then one half of that monthly contribution will be diverted to the SAFE Plan as the balance was below \$6,000. If the balance remains at \$6,000 or more when the next monthly contribution is made, no diversion will be made to the SAFE Plan as the balance is over \$6,000.

The contribution rates are set by the collective bargaining agreement. The rates in the above example may differ depending on the terms of your particular agreement.

The Investment of Employer Contributions

All amounts contributed to the Plan are combined into a single trust fund for investment purposes. The Trustees hire professional investment managers to prudently invest those assets. Your account, along with other members' accounts, is adjusted at least once a year to reflect your share of any gains or losses and expenses of the total trust fund. In addition, the Trustees are authorized to maintain reasonable reserves to cover future Plan expenses. This includes the right to decrease your account balance for a pro rata share

of anticipated expenses prior to final distribution. *The value of your account will depend on the amount of employer contributions, investment gains or losses, and fund expenses.* At least once per year, the Fund Office will mail to each participant a statement of his or her SAFE Plan account. You should promptly notify the Fund Office if you think the statement is not correct. You should provide the Fund Office with a written notice of change in your mailing addresses.

If You Perform Military Service

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) protects the reemployment rights and benefits of civilian employees who enter the military “for a brief, non-recurrent period and have no expectation of significant continuing military service.”

This protection extends to employees who perform uniformed military service on a voluntary or involuntary basis for a cumulative period of service of five years or less. “Uniformed military service” includes: active duty, active duty for training, initial active duty, full-time National Guard duty, and a period during which a person is absent from work for the purpose of examination to determine his or her fitness for military service.

When you are away from covered employment due to uniformed military service covered by this law and return to work for a contributing employer following an honorable discharge, your SAFE Plan benefits will be protected as follows:

- * No permanent break in service may occur as a result of military service,
- * No forfeiture of benefits already accrued is allowed, and
- * There is no need to requalify for participation in the SAFE Plan due to absence for military service.

You will not, however, receive contributions to the Plan while you are on military duty.

Once you know that you will be entering the military service for any type of uniformed military service, you should notify the Fund Office. This will assure protection of your benefit rights under the Plan. You should notify the Fund Office when you are discharged and return to work with a contributing employer. To protect your rights under the Plan, you must return to work within certain time limits:

***If your length of military
service was . . .***

You must return to work . . .

Less than 31 days	The next workday (with an 8-hour rest period)
31 days to 180 days	Within 14 days of discharge
181 days to 5 years	Within 90 days of discharge

SAFE Plan Benefits in Detail

If You Receive State Unemployment Compensation Benefits.....	7
If You Are Disabled.....	10
If You Are Making Self-Contributions for Health Coverage.....	11
If You Retire	12
If You Pass Away	13
If You're Not Working in the Construction Industry	14

If You Receive State Unemployment Compensation Benefits, You May Be Eligible to Receive the Supplemental Unemployment Benefit

You become eligible to receive the Supplemental Unemployment Benefit as soon as you become a participant in the SAFE Plan.

No Supplemental Unemployment Benefit is payable for any week during which you are not entitled under the State law to receive State unemployment compensation benefits (except as explained below (a) if you have exhausted your State benefits but otherwise would be entitled to them, or (b) if you are an apprentice who was rotated by an apprentice committee and were laid off after the rotation).

For example, no Supplemental Unemployment Benefit is payable for any week when there is a strike or other labor dispute which, under State law, precludes payment of State unemployment compensation benefits. Also, if you are not actively seeking and available for work, you may not be eligible for state unemployment benefits or for the Supplemental Unemployment Benefit. However, you should refer to the Supplemental Disability section of this document if you are receiving weekly Accident and Sickness Benefits from the Sheet Metal #10 Benefit Fund.

Amount of the Supplemental Unemployment Benefit

The Supplemental Unemployment Benefit is \$230 for each week that you are eligible for a State unemployment benefit including your waiting week with state unemployment. For each week that you use this benefit, your account will be reduced by \$230. As required by law, all applicable state and federal taxes will be withheld from this benefit based on your designation on an applicable tax withholding form.

Example

You have \$2,600 in your account when you become unemployed. You remain unemployed for 4 full weeks and receive \$230 as a SAFE benefit for each of those weeks. Your account will be charged \$230 for each week, or a total of \$920, leaving you with a balance of \$1,680.

Requirements to be eligible for Supplemental Unemployment Benefits

Ordinary situation

You must actually be unemployed for the period in question. You must also file a written application with the Fund Office each time you become unemployed. You must present your Payment Information Sheet with adequate identification of the period for which the State benefit was paid. For the State of Minnesota, this Payment Information Sheet is only available from the unemployment website. You will be provided with written instructions from the Fund Office on how to obtain this proof whenever administratively feasible. The State benefit payment information may be from the State of Minnesota or any other State where you are entitled to draw unemployment compensation benefits. In the event you are entitled to state unemployment from a state other than Minnesota, contact the Fund Office to learn how to obtain adequate information.

The Fund Office will determine the adequacy of the application and the supporting documentation. Your payment may be delayed until such determination is made.

If state benefits are exhausted

You may also be eligible for the Supplemental Unemployment Benefit (weekly) after you have exhausted State unemployment benefits if you submit proof showing you meet the following additional requirements:

- * You must continue to be available for and seeking suitable work as was required or would have been required to obtain State unemployment compensation benefits;
- * Your State unemployment compensation benefits have been exhausted, either by exceeding the maximum number of weeks of State unemployment compensation benefits or due to your having insufficient State unemployment compensation benefit credits accrued.

If you are an apprentice who is rotated and laid off

You may also be eligible for the Supplemental Unemployment Benefit (weekly) if you are an apprentice who was rotated by your apprenticeship committee and were later laid off by your new employer if you meet the following additional requirements:

- * You must continue to be available for and seeking suitable work;
- * Your State unemployment compensation benefits must have been denied because you did not work long enough for your new employer to be eligible for State unemployment benefits, but you had worked long enough for your former employer (prior to the rotation) to be eligible for State unemployment benefits.

Making a claim for Supplemental Unemployment Benefits

You should promptly file a claim for the SAFE benefit as soon as you request your first State unemployment compensation benefit. The application should be carefully filled in and filed with the Fund Office. Claim forms are available at the Fund Office listed below:

Fund Office
Sheet Metal #10 SAFE Plan
1681 East Cope Avenue, Suite B
Maplewood, Minnesota 55109
651-770-0991 or 1-800-396-2903 Fax: 651-770-1351
www.smw10.org

A state unemployment benefit payment information sheet is required as proof. Present an original or a copy of your State unemployment payment information to the Fund Office as proof of your entitlement to the supplemental unemployment benefit. Alternatively, you may supply the Fund Office with a clear photocopy of your State unemployment compensation benefit check. Some States do not issue stubs with checks.

To the degree that the information is not shown on the check or stub itself, you must present a document from the State unemployment office showing the period of unemployment for which the State unemployment compensation benefit check is being paid.

Benefits will not be paid without adequate proof of your entitlement to a State unemployment compensation benefit for the period of unemployment in question. As explained above, there is an exception if State benefits have been exhausted and there is an exception if you are an apprentice who has been rotated by your apprentice committee and laid off by your new employer.

Time limit for making a claim

A claim must be filed within 30 days of the date you last applied for and received state unemployment benefits.

Disputed unemployment claims

Supplemental unemployment benefits will not be paid until the participant receives a State unemployment compensation benefit check for the week in question. As explained above, there is an exception to this rule if you have exhausted your State benefits or if you are a laid off apprentice.

Sometimes there is a dispute as to whether the State Unemployment Benefit is payable for a particular week or weeks. The State may then hold up payment. The unemployed person may file an appeal with the State employment office (for example, trying to secure the State benefit). This Plan will not pay a supplemental unemployment benefit unless and until the participant receives a State benefit. There is no need for the participant to file a claim or to file an appeal of a denied claim from this Plan to protect his rights to the SAFE benefit. When and if the State benefit is paid and adequate evidence of such payment is promptly presented to the Fund Office, the supplemental unemployment benefit will be paid by this Plan.

If you are eligible to receive this benefit but do not elect to receive it, you may be subject to income tax on the amount of the benefit you could have taken in the year in which you could have taken the benefit.

If You Are Disabled, You May Be Eligible to Receive the Supplemental Disability Benefit

You may become eligible to receive the Supplemental Disability Benefit from the Plan as soon as you become eligible for the Plan.

You are eligible to receive this benefit while also receiving a short-term disability benefit from the Sheet Metal #10 Benefit Fund.

Requirements to be eligible for Supplemental Disability Benefits

To receive this benefit you will be required to provide proof of your disability to the Trustees, both to initially receive benefits, as well as on an ongoing basis. You can obtain the necessary forms to provide this proof from the Fund Office.

The Supplemental Disability Benefit will be terminated before 26 weeks if you are no longer disabled. This benefit is not payable if you are receiving workers' compensation disability payments.

If you are eligible to receive this benefit but do not elect to receive it, you may be subject to income tax on the amount of the benefit you could have taken in the year in which you could have taken the benefit.

Amount of the Supplemental Disability Benefit

The Supplemental Disability Benefit is \$235 per week that you are disabled subject to a maximum benefit of 26 weeks. Your receipt of a weekly Supplemental Disability Benefit will reduce your individual account in the same manner as payment received for the Supplemental Unemployment Benefit.

Example

You have \$4,000 in your account when you become disabled. You remain disabled for 8 full weeks and receive a \$235 benefit for each of the 8 weeks. Your account will be charged \$235 each week, or a total of \$1,880, leaving you with a balance of \$2,120.

Making a Claim for Supplemental Disability Benefits

You should promptly file a claim for Supplemental Disability Benefits as soon as your physician determines that you are disabled. Claim forms to obtain the benefit can be obtained from the Fund Office at:

**Fund Office
Sheet Metal #10 SAFE Plan
1681 East Cope Avenue, Suite B
Maplewood, Minnesota 55109
651-770-0991 or 1-800-396-2903**

If You Are Making Self-Contributions for Health Coverage, You May Be Eligible to Receive the Health Plan Self-Contribution Benefit

Your SAFE account can be used to pay for the Sheet Metal #10 Benefit Fund prior to that plan's continuing coverage option. If you run out of dollar bank under the Sheet Metal # 10 Benefit Fund and decide to continue coverage, the self-payment amounts will automatically be drawn, upon notification, from your account in the SAFE Plan. Your SAFE Plan account will be reduced accordingly until you are no longer eligible to make this contribution to the Sheet Metal #10 Benefit Fund or your SAFE Plan account is exhausted.

In order to receive this Health Plan Self-Contribution Benefit, you must also be unemployed and available for work during the entire time in which you receive this Benefit. This Health Plan Self-Contribution Benefit may be used at the same time you are receiving a Supplemental Unemployment Benefit or the Supplemental Disability Benefit under the SAFE Plan.

If You Retire, You May Be Eligible to Receive the Retiree Benefit

Upon retirement, your SAFE Plan account will be used to supplement your retiree coverage under the Sheet Metal #10 Benefit Fund as follows:

When you retire, any Dollar Bank that you have earned under the Sheet Metal #10 Benefit Fund will first be used to satisfy the requirements for retiree coverage under that plan. After your Dollar Bank under the Sheet Metal #10 Benefit Fund is exhausted, your SAFE Plan account will be used to satisfy the retiree coverage self-contribution requirements under the Sheet Metal #10 Benefit Fund until your SAFE Plan account is exhausted or you pass away.

Your SAFE Plan account will be used to pay for your health insurance premiums on a reimbursement basis only if:

1. no contributions were made to the Sheet Metal #10 Benefit Fund on your behalf immediately preceding your retirement, and
2. your employer was signatory to a collective bargaining agreement with Sheet Metal Local #10 which did not require contributions to the Sheet Metal #10 Benefit Fund on your behalf at the time of your retirement and for at least five years preceding your retirement (or continuously from the date of your last contribution to the Sheet Metal #10 Benefit Fund if less than five years).

You must submit evidence of your health insurance premium payments to the Plan Administrator on the approved form in order to be reimbursed.

Any balance remaining in your account at the time of your death will be paid according to the Beneficiary Benefit section of this summary plan description.

Making a claim for retiree benefits

After you retire and exhaust your dollar bank in the Sheet Metal #10 Benefit Fund, your SAFE plan account will automatically be applied to pay your retiree health care premiums. No application for this benefit is necessary.

If You Pass Away, a Survivor May Be Eligible to Receive the Beneficiary Benefit

There is no minimum account balance required to qualify for the Beneficiary Benefit.

Upon your death, your beneficiary will receive a Beneficiary Benefit as follows:

1. If your beneficiary(ies) is eligible for coverage under the survivor provisions of the Sheet Metal #10 Benefit Fund, the balance of your SAFE Plan account will be used to satisfy the survivor coverage self-contribution requirements under that plan; or
2. If your beneficiary(ies) does not elect to have Sheet Metal #10 Benefit Fund coverage, the amount in your SAFE Plan account at the time of your death can be used to reimburse your beneficiary for health care medical benefits.

If your SAFE Plan account balance is used to pay for survivor coverage under the Sheet Metal #10 Benefit Fund, and the survivor's coverage terminates under that plan before your SAFE Plan account is exhausted, the remaining balance of your SAFE account can be used to reimburse your beneficiary for other health care medical benefits.

Beneficiaries

The beneficiary that you selected in the enrollment forms for this SAFE Plan benefit will be entitled to the Beneficiary Benefit. If you did not select a beneficiary under this Plan, the named beneficiary under the Sheet Metal #10 Benefit Fund will be entitled to this Beneficiary Benefit.

If you have selected a beneficiary, and your relationship with that person then changes (for example, upon divorce), that selection becomes invalid. In that case, you need to fill out a new beneficiary designation form. If no beneficiaries have been selected under this Plan or the Sheet Metal #10 Benefit Fund, the eligible beneficiary will be the first individual(s) to fall into one of the classes listed below:

1. Spouse of Participant; or
2. Children of Participant.

For example, if you are married at the time of your death, your spouse will be entitled to this Beneficiary Benefit. However, if you are not married at the time of your death your surviving children will be entitled to this benefit.

If there is more than one survivor in the applicable class, the benefit will be paid to the surviving members of that class in equal parts. If you have no survivors, the benefit will be forfeited.

Making a claim for beneficiary benefits

Contact the Fund Office to obtain the appropriate application form and instructions for the beneficiary benefit. The beneficiary or beneficiaries entitled to a benefit in the event of your death should file the claim form accompanied by a certified copy of the death certificate.

If You're Not Working in the Construction Industry, Not Covered Under the Benefit Plan, and No Money Has Gone into Your Account for 12 Months, You May Be Eligible to Receive the Severance Benefit

There is no minimum account balance required to qualify for the Severance Benefit.

Your SAFE account balance, less an administrative charge equal to 14% of your account balance, will be distributed to you upon your proper application to the Plan if you meet all of the following requirements:

1. You are not eligible to elect coverage as either an active employee or a retiree under the Sheet Metal #10 Benefit Fund; and
2. No Employer Contributions have been made to the SAFE Plan for a period of twelve (12) months; and
3. You have not engaged in any employment or self employment in any position for any business (in any form) which performs any work within the Construction Industry within the geographic jurisdiction of the Union.

Construction Industry

For purposes of this Plan, "Construction Industry" means:

- Work performed in the construction, alteration and/or repair of any building, structure or improvement on the construction site thereof and work off-site if necessary and incidental to the on-site work;
- Work performed in "construction, alteration, and/or repair" includes:
 - Remodeling, painting and decorating;
 - The transporting of materials and supplies on, to, or from the site by

- employees of employer engaged in the on-site construction, alteration, and/or repair; and
- The manufacture or furnishing of materials, articles, supplies or equipment on the site by employees of the employer engaged in the on-site construction, alteration and/or repair.
- “Building, structure or improvement” includes, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plans, scaffolding, drilling, blasting, excavating, demolishing, clearing and landscaping.
- The construction “site” includes any nearby non-permanent facility used by the Employer in connection with its work on the construction site.
- Work off-site is “necessary to the on-site work” if it is the manufacture or furnishing of materials, supplies, equipment or articles necessary to the work performed on the site of the work.
- Work off-site is “incidental to the on-site work” if (i) it is performed by employees of the on-site employer, (ii) the man-hours of on-site employment generally exceed the man-hours of such off-site work, and (iii) the on-site and off-site work are covered by the same Collective Bargaining Agreement. The same type of off-site work will be deemed “incidental to the on-site work” even when it is performed by employees of another employer and/or under a separate Collective Bargaining Agreement, if it is customary in that area for such work to be performed by employees of the employer engaged in the on-site work as an activity incidental to its on-site work, as defined in the preceding sentence. Work off-site, will also be deemed “necessary and incidental to the on-site work” if such work was and is treated as work performed in the Construction Industry by the employers participating in the Plan.

If at the time of your retirement and for the five years preceding your retirement, your employer was signatory to a collective bargaining agreement with Sheet Metal Local #10 which did not require contributions to the Sheet Metal #10 Benefit Fund on your behalf, you will **not** be eligible for this benefit.

If you do not apply to receive this benefit within five years of the last contribution to the SAFE Plan on your behalf, this benefit will be forfeited to the SAFE Plan.

In addition to the administrative charge described above, applicable state and federal taxes will be withheld as required by law based on your designation on an applicable tax withholding form.

If Your Claim for Benefits is Denied

What Happens If Your Claim is Denied..... 16

How to Appeal a Claim Denial 16

What Happens If Your Claim is Denied

If your claim is denied, the Plan will notify you within the time frames required by law. The Plan will also:

1. Provide you the specific reasons your claim was denied;
2. Reference the specific Plan provision(s) on which the determination was based;
3. Describe any additional material or information for you to complete the claim and an explanation of why the material or information is necessary; and
4. Describe the Plan’s review procedures and the time limits for these procedures, plus a statement concerning your rights under federal law if your claim is denied.

How to Appeal a Claim Denial

If all or part of your claim is denied after the Plan has received all necessary claim information, you have the right to appeal the decision and request a review of the claim. The procedures for appealing a claim decision are:

1. Compose a claim appeal which explains why you believe your claim should be reviewed.
2. Attach any additional information you think will help a favorable decision to be made on your claim.
3. Return your completed appeal, along with any additional information you are submitting, to the Fund Office:

Fund Office
Sheet Metal #10 SAFE Plan
1681 East Cope Avenue, Suite B
Maplewood, Minnesota 55109
651-770-0991 or 1-800-396-2903

Your claim appeal must be filed in writing at the Fund Office within 60 days of the date the claim denial was mailed to you.

When appealing a claim, you have certain rights under federal law. These rights include the following:

1. You will have the opportunity to submit written comments, documents, records and other information relating to the claim.
2. You will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
3. The review by the Plan will take into account all comments, documents, records, and other information submitted by you related to your claim, whether or not the information was submitted or considered in the initial benefit determination.

When the Board of Trustees will make a decision on your appeal

The Board of Trustees will review your appeal at its next regularly scheduled meeting; however, if your appeal was received by the Plan within 30 days of the Board of Trustees meeting, your appeal will be reviewed at the Board's second regularly scheduled meeting following the Plan's receipt of your claim appeal. If special circumstances require, such as the need to hold a hearing, the review of your appeal may be delayed until the Board's third meeting following your request for an appeal. If this extension is required, the Plan will notify you of the extension and of the special circumstances requiring the extension.

After a decision is made concerning your appeal, you will be notified of the decision by the Plan within 30 days of the decision.

Administrative Provisions and Facts

Name of Plan.....	18
Plan Identification Number	19
Type of Plan	19
Type of Administration	19
Service of Legal Process	19
Union and Association	20
Plan Year and Fiscal Year	20
Contributing Employers	20
Sources of Contributions to the Plan and Collective Bargaining Agreements	20
Asset Management	20
Trustees	21
Plan Administrator	21
Plan Counsel	21
Payment of Benefits to a Minor or an Incompetent Person	21
Amendment and Termination	21
Release of Information	22
Severability Clause	22
Trustee Interpretation, Authority, and Right	22

Name of Plan

Sheet Metal #10 SAFE Plan (also referred to as the “Savings Account for Financial Emergencies Plan”).

Plan Identification Number

The IRS Identification Number is EIN: 03-0482434. The Plan Number is 001.

Type of Plan

This Plan is known as a voluntary employees’ beneficiary association (VEBA).

Type of Administration

The Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees
Sheet Metal #10 SAFE Plan
1681 East Cope Avenue, Suite B
Maplewood, MN 55109
Telephone: 651-770-0991 or 1-800-396-2903
Fax: 651-770-1351

Service of Legal Process

The address of the agent who the Trustees have appointed for legal process is:

Ms. Sheila Rice, Plan Administrator
Sheet Metal #10 SAFE Plan
1681 East Cope Avenue, Suite B
Maplewood, MN 55109
Telephone: 651-770-0991 or 1-800-396-2903
Fax: 651-770-1351

Service of process may also be made upon any of the Trustees.

Union and Association

The names, addresses and telephone numbers of the Union and the Association are:

Sheet Metal Workers' Local #10
1681 East Cope Avenue, Suite A
Maplewood, MN 55109
Telephone: 651-770-2388

SMARCA, Inc.
1405 Lilac Drive North, Suite 100
Minneapolis, MN 55422
Telephone: 763-593-0941

Plan Year and Fiscal Year

The Plan Year is the 12-month period beginning July 1 and ending the following June 30.

Contributing Employers

The names of the Employers contributing to this Plan are available to members and their beneficiaries at any time by simply writing to the Plan Administrator, and is available for inspection by Plan participants and beneficiaries.

If you and your beneficiaries would like to know if an employer or employee organization is a contributor to the Plan, you may request that information in writing from the Plan Administrator.

Sources of Contributions to the Plan and Collective Bargaining Agreements

Contributions to the Plan are made by Employers who are signatory to collective bargaining agreements with the Union and are determined according to the collective bargaining agreement applicable to each Employer. Copies of those agreements may be obtained from the Trustees upon written request and are available for review in the offices of SMARCA, Inc., Sheet Metal Workers' Local #10, and the Fund Office.

Asset Management

Plan assets are held in a trust fund administered by the Trustees. The Trustees are responsible for the selection of investment managers for the trust and for the payment of benefits. The Trustees may establish two or more investment funds for the Plan with different investment objectives.

If you have any questions on the management of the SAFE Fund, please contact the Fund Office or any Trustee.

Management Trustees

James Bigham

Robert Vranicar

Patrick Welty

John Quarnstrom

Union Trustees

Larry Nagel

Richard Leitschuh

Michael Mitchell

Steve Richie

Marty Strub (Alternate)

Plan Administrator

Sheila Rice

Sheet Metal #10 SAFE Plan

1681 East Cope Avenue, Suite B

Maplewood, MN 55109

Plan Counsel

Scott B. Crossman

McGrann Shea Carnival Straughn & Lamb, Chartered

2600 U.S. Bancorp Center

800 Nicollet Mall

Minneapolis, MN 55402

Payment of Benefits to a Minor or an Incompetent Person

If a guardian has been appointed by a court of competent jurisdiction for a minor or for an incompetent person no longer able to manage his own affairs, only that guardian may apply for that person's benefits. No other person may apply for or accept benefits. If there is no court appointed guardian, the Trustees, in their discretion may make payment to a person or institution providing care for the minor or the incompetent. Payments so made shall be a complete discharge of the Trustees' obligations, and the Trustees shall not be responsible for seeing to the application of the money so paid.

Amendment and Termination

It is the Trustees' intention to continue the SAFE Plan indefinitely, but the Trustees reserve the right to amend, terminate or merge all or part of the Plan at any time and provide for distribution of the trust fund to members and their beneficiaries. You will be notified if any of these actions are taken.

No amendment or termination may have the effect of reducing account balances unless made to comply with the provisions of any laws, regulations or orders that are now or will be in force.

Release of Information

You must provide the Fund Office with any required verbal or written authorization for release of necessary information relating to any claim you have filed.

Severability Clause

If any provision or amendment to the Trust Agreement or the Plan should be determined or judged to be unlawful, such an illegality will apply only to the provision in question. It will not apply to any other provision of the Trust Agreement or the Plan unless such illegality would make it impractical or impossible for the Trust Agreement or the Plan to function.

Trustee Interpretation, Authority, and Right

The Trustees have the authority to interpret the Plan, all Plan documents, rules and procedures. Their interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decision is to be upheld unless it is determined to be arbitrary or capricious.

The Trustees have the authority to change the eligibility rules and other provision of the Plan, to amend, increase, decrease or eliminate benefits, and to terminate the Plan, in whole or in part. All benefits of the Plan are conditional and subject to the Trustees' authority to change or terminate them.

Your Rights Under ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) states all Plan participants are entitled to:

Receive Information About the Plan and its Benefits	23
Have the Plan Fiduciaries Act Prudently	23
Enforce Participant Rights	24
Get Assistance With Questions	24

Receive Information About the Plan and its Benefits

You may examine, without charge, at the Fund 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.

You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including 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.

You may 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.

Have the Plan Fiduciaries Act Prudently

In addition to creating rights for plan participants, ERISA imposes duties upon 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 welfare benefit from the Plan or exercising your rights under ERISA.

Enforce Participant Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have the 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 a plan document 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 to 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 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 a suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay those costs and fees. If you lose, the court may order you to pay those costs and fees, for example, if it finds your claim is frivolous.

Get Assistance With 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 obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

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