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# Heat & Frost Insulators and Allied Workers Local 6 Benefit Funds

# Annuity Fund

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November 2021

**HEAT & FROST INSULATORS AND  
ALLIED WORKERS LOCAL 6**

**ANNUITY PLAN**

**SUMMARY PLAN DESCRIPTION**

**2021 EDITION**





**HEAT & FROST INSULATORS AND  
ALLIED WORKERS LOCAL 6  
ANNUITY PLAN**

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November 2021

TO ALL PARTICIPANTS:

We are pleased to issue this updated Summary Plan Description (SPD) describing your benefits in the Heat & Frost Insulators and Allied Workers Local 6 Annuity Plan (the “Fund”), previously the Asbestos Workers Local 6 Annuity Fund. The Fund was established on September 1, 1987 for all eligible Employees who work for Employers that contribute to the Fund under the terms of a Collective Bargaining Agreement with the Union. The Fund is intended to supplement the monthly income payable from the Pension Fund, and to provide benefits upon death, disability or termination of employment from the industry.

This updated and revised SPD has been published to provide you with an explanation and summary of the Fund’s Rules and Regulations, which was Restated January 1, 2015. This SPD includes all changes to the Plan made through August 30, 2021.

This SPD is intended to summarize your rights and obligations under the Fund. We urge you and your family to read this SPD carefully. In addition, please keep it for future reference so you and your family are aware of how to access your benefits, including benefit payment options and changes in your investment options.

Note, effective January 1, 2021, MassMutual changed its name to Empower.

If you have any questions or would like additional information, do not hesitate to contact the Fund at (877) 474-5106 or online at <https://retire.massmutual.com/participant/public/login.aspx>.

Sincerely yours,

**BOARD OF TRUSTEES**

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## 1. INTRODUCTION

The Fund was established by a Trust Agreement that went into effect on September 1, 1987.

All employees working under an agreement between an Employer and Local 6 of the International Association of Heat & Frost Insulators and Allied Workers (the "Union") that provides for contributions to the Fund are covered by the Plan. This type of work is called *Covered Employment*. An employer that has signed such an agreement is a *Contributing Employer*.

All contributions to the Fund are made by the Contributing Employers in accordance with their agreements with the Union. There are no contributions required or permitted from the Participants.

The Board of Trustees consists of a number of Union and Employer representatives. The Board governs the Fund and is considered the Plan Administrator and Plan Sponsor. The Trustees act on each application for benefits from the Fund in accordance with the Rules and Regulations of the Plan. BeneSys, Inc. is the third party administrator ("Fund Office") that assists the Fund with its administrative functions. Empower administers the Plan investment options chosen by the Trustees and is the recordkeeper and custodian.

Only the Trustees have the authority to make decisions for the Fund. No Local Union Officer, Business Agent, Local Union Employee, Employer or Employer Representative, Fund Office personnel, consultant, actuary, attorney or any other person is authorized to speak for, or on behalf of, or to commit the Trustees of the Fund on any matter relating to the Fund without the express authority of the Trustees.

Only the Trustees have the authority and broad discretion to determine, among other things, eligibility for benefits and the right to participate in the Fund, including the manner in which hours are credited, eligibility for or discontinuance of benefits, status as a covered or non-covered employee, the level of benefits, and the interpretation and application of Rules and Regulations to a particular claim or application. The decisions of the Trustees will be given judicial deference in any court action or administrative proceeding after Plan remedies have been exhausted.

For your convenience, we are providing a summary of the main provisions of the Plan in this SPD. The basic requirements for entitlement to a benefit are relatively simple, and these are outlined in this summary. However, your rights to a benefit under this Plan can only be determined by consulting the Plan Document itself. Nothing in this SPD is meant to change in any way the provisions expressed in the complete text of the Plan Document as adopted by the Trustees. A copy of the Plan Document is available at the Fund Office.

**If any conflict should arise between this SPD and the actual Plan Document, the provisions of the Plan Document always govern.**

The Board of Trustees expects to continue the Plan indefinitely. However, they retain the right to amend or terminate the Plan at any time in accordance with the terms of the Plan, Trust Agreement, and the Employee Retirement Income Security Act of 1974 (ERISA), as amended, provided it is not in violation of a Collective Bargaining Agreement already in effect. If the Plan is terminated in the future, benefits will be provided to the extent that monies are available under the Plan and in accordance with the Plan's terms. If the Plan is amended or terminated, the Board of Trustees will notify you of the change in writing.

## **2. OVERVIEW OF BENEFITS OFFERED BY THE PLAN**

### **Participant Directed Investments**

Through the Plan's recordkeeper, Empower, you may direct the investment of your Account and the allocation of contributions to numerous investment options offered by the Plan.

### **Benefits at Retirement**

If you have attained Normal or Early Retirement Age and have retired, you may be eligible to receive a benefit. Please see page 9.

### **Benefits after Termination of Employment**

If you have stopped working in Covered Employment **and** have had no contributions to your account for 12 consecutive months, you may be eligible for a benefit. Please see page 9.

### **Benefits upon Disability**

If you become totally and permanently disabled at any age, you may be eligible to receive a benefit. Please see page 9.

### **Surviving Spouse Benefit**

If you are married and you die before you have received any payments from your Account, your Spouse will receive a monthly benefit for life, unless your Spouse elects to receive a lump sum payment or your Spouse has waived rights to benefits and you have elected a (non-Spouse) beneficiary to receive benefits. Please see page 17.

### **Other Death Benefits**

If you die before you have received any payments from your Account, and you are not married or when you have been married to your Spouse for **less** than one year, a benefit may be paid to your designated beneficiary. Please see page 17. After you have been married for one year, your Spouse is automatically your beneficiary. However, if your Spouse consents in writing, you may name someone else as your beneficiary.

### **3. PARTICIPATION AND VESTING**

#### **Eligibility**

You are eligible to participate in this Plan if you are:

- working under an agreement between the Union and a Contributing Employer that is required to contribute to the Plan on your behalf; or
- employed by the Union that has agreed to make contributions to the Fund on your behalf.

#### **Participation**

Before you can earn a benefit from the Fund, you must become a Participant in the Plan. You will become a Participant after you have worked one hour in Covered Employment.

#### **Vesting**

Once you are a Participant in the Fund, you will be immediately and completely vested in all contributions made on your behalf.

Being *vested* simply means that you have met all the conditions to become entitled to a non-forfeitable benefit. *It does not mean that you can withdraw your money whenever you choose.*

#### **Termination of Participation**

You stop being a Participant in the Plan when your entire Account balance is distributed to you. To be reinstated as a Participant, you must meet the initial eligibility and participation requirements again.

#### **Credit for Military Service**

Your Account will be credited with contributions owed for periods of qualified military service provided that you have reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (“USERRA” or the “Act”).

One purpose of USERRA is to ensure that employees who interrupt their employment to serve in the armed services of the United States can return to work or re-enter the workforce without the loss of important employee benefits. These guidelines are intended to provide Plan professionals, Employers, and Plan Participants with guidance as to how the Act’s protections will be implemented with respect to the Fund.

1. The Act and these procedures apply to all Plan Participants (“Participants”) who work for an Employer that is required to make contributions to the Fund and who enter “service in the uniformed services” of the United States. Plan Participants who work for a brief, non-recurrent period of time with no reasonable expectation the employment will continue indefinitely or for a significant period (for example, a one-week internship as part of a non-trade-related work experience) are not covered by the Act or these procedures.

2. To obtain USERRA's protections, the Participant must meet the following criteria:
  - be absent from the job due to service in the uniformed services;
  - give advance notice, where possible;
  - serve for five years or less, with certain exceptions;
  - return to or apply to return to work within the time required by law<sup>1</sup>; and
  - have been discharged from service under honorable conditions.
3. Within thirty (30) days after the Participant is reemployed, an Employer participating in the Fund must provide written notice to the Fund Office of the person's reemployment.
4. The Participant should notify the Union of his or her availability for work and should notify the reemploying Employer that s/he is being or has been reemployed pursuant to USERRA.
5. The Participant should also notify the Fund Office in writing as soon as possible of his or her return to work in Covered Employment.
6. In order for the Fund to calculate and credit contributions owed for time spent in military service, the Participant must provide the Fund Office with a copy of appropriate documentation of military service, as requested and as permitted by law.
7. Contributions will be calculated based on the rate of contribution that was paid by the last employer to the Fund prior to active duty, together with any contractual increases which went into effect during the period of military service. If the rate of pay the Participant would have received while on military leave is not reasonably certain, the Participant's compensation will be based on the average rate of compensation for the 12-month period immediately preceding the leave period. If the Participant is an apprentice, the contribution rate will be the rate paid by the last Employer, unless the apprentice has been advanced in the apprenticeship program due to equivalent training in the military or some other factor recognized by the apprenticeship program.
8. Contributions covering the period of the Participant's period of military service should be made within 90 days of the Participant's reemployment date or when contributions are normally due for the period in which the military service was performed. If it is impossible or unreasonable for the contributions

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<sup>1</sup> To qualify for USERRA's protections, a service member must be available to return to work within certain time limits. For military service of:

- 1 – 30 days, the service member must report to the employer or the Union by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home and an 8-hour rest period.
- 31-180 days, the service member must submit an application to the employer or Union no later than 14 days after completion of service.
- More than 180 days, the service member must submit an application to the employer or Union no later than 90 days after completion of service.

to be made timely, they must be made as soon as practicable. If a Participant's absence for military service exceeded 90 days, the retroactive contributions may be delayed until the Participant provides satisfactory documentation showing eligibility for reemployment.

9. Contributions for Participants returning from military service who are entitled to such contributions under USERRA will come first from voluntary contributions made from an Employer or group of Employers, regardless of whether the returning Employee is or ever was an Employee of the Employer(s), then from the last Employer of the Employee before the period of qualified military service, and finally, if the former sources are insufficient to cover the contributions owed, from certain Fund revenue sources specified in the Plan, if available, in accordance with procedures as determined by the Trustees.
10. Any notice provided to the Fund in accordance with these procedures should be addressed to the Fund Office (see contact information on page i). The Fund Office will send a copy of the calculation of contributions to the Participant within 15 days after it is approved by the Fund. If a Participant disagrees with the calculation of contributions on his or her behalf, the Participant may send a written request for review to the Fund Office within 30 days of receipt of the notice containing the calculation, and the Fund Office will forward the request to the Board of Trustees as necessary and appropriate.

## 4. YOUR INDIVIDUAL ACCOUNT

### Establishment and Growth of Your Individual Account

An individual Account is established for you when you become a Participant in the Fund. All contributions due to be made on your behalf will be credited to your individual Account.

If you receive a lump sum distribution from the annuity fund of another local of the International Association of Heat & Frost Insulation and Allied Workers, you may elect to roll it over into this Fund. This type of rollover is allowed, *provided* the other annuity fund is a qualified plan, and the distribution is transferred into this Fund as a Trustee-to-Trustee transfer only. This Fund **will not accept** a distribution from an annuity fund if the distribution is sent to you first and then you decide to roll it into this Fund. The distribution **must be sent directly** from a qualified annuity fund (as described above) to this Fund as a Trustee-to-Trustee transfer. You pay no taxes on the amount rolled over until you receive it in a distribution from this Fund. For information on how to arrange for a rollover, call or write the Fund Office before you receive a distribution from the other Fund.

### Where Plan Contributions are Invested

The Fund provides for a selection of investments that allows you to make your own investment decisions regarding your Account. The Trustees have selected Empower to assist the Fund in day-to-day recordkeeping operations with respect to your Account and to provide you with investment alternatives. Information on the investment funds was included with your enrollment materials and is available through Empower. Please read carefully the prospectus of each investment fund before you choose the investments for your Account.

The Board of Trustees has selected a range of diversified investment choices that offer conservative to aggressive investment options. The options currently range from “fixed-income” funds where safety of principal is primary, to equity funds with different investment characteristics, to funds containing both fixed income and equity components.

### Making Your Investment Decisions

You should review the Empower investment material provided to you which contains information on all the various investment choices and levels of risk, along with associated fees. If you need additional copies, contact the Fund Office, call Empower at (877) 474-5106, or go to their web site at <https://retire.massmutual.com/participant>.

Neither the Board of Trustees nor any Fund Administrative Office employee can provide you with investment advice. Make sure to read each investment fund’s prospectus carefully before making your investment decisions. You may also want to contact a certified financial advisor to assist you. The Board of Trustees intends that the Fund complies with ERISA Section 404(c), and 29 CFR 2550.404c-1, and is not liable for any losses that result directly or indirectly from your investment instructions or failure to make investment choices.

The Board of Trustees may change the investment alternatives offered under the Plan.

However, as long as the Participant-Directed investment program is in effect, you will always have at least three diversified investment options to choose from. Empower is an independent entity, not affiliated with or under the control of the Fund or the Board of Trustees.

When you are deciding how to invest your Fund contributions, you should consider these factors:

- The importance of diversifying your assets to minimize potential risks;
- Your attitude toward risk, and how much risk you are willing to assume;
- Your time horizon for investing and how close you are to retirement age; and
- The other sources, in addition to your pension, that may be available to you for retirement income.

If you have any questions about a mutual fund, or if you would like to have additional information on your investment choices, call or access their web site, which offers additional information. Call Empower at (877) 474-5106 or go to their web site at <https://retire.massmutual.com/participant>.

### **If You Fail to Choose Individual Investments**

If you do not make an election directing how your Account balance and future contributions are to be invested, or you do not feel comfortable doing so, the contributions will be invested in selected default investments chosen by the Trustees.

### **How to Make an Investment Election**

Once you have received an informational package with each mutual fund's prospectus from Empower, you can direct your current Account balance and future contributions by either calling Empower at (877) 474-5106 or accessing your Account on the internet at <https://retire.massmutual.com/participant>.

Your investment election must specify the percentage of the contributions (in 1% increments) to your Account that are to be invested among the investment options.

### **Changing Your Investment Choices**

You may change how your Account balance and how future contributions are invested on any business day, provided your change of investment request is received by 4:00 PM Eastern Time. Changes in investment requests received after 4:00 PM Eastern Time will be processed on the immediately following business day. To perform this transaction, you may call Empower at (877) 474-5106 or access their web site <https://retire.massmutual.com/participant>. Be sure to have your Social Security number handy.

### **Information about the Value of Your Account Balance**

Your Account is valued daily and Empower has set up a toll-free number and website for you to use to find out the value.

The amount in an individual's Account, as of any Valuation Day, will be the Account balance as of that Valuation Date plus any Contributions not yet credited to the Account, less any distributions not yet subtracted from the Account, as of that Valuation Date.

Written reports detailing the activity in your Account will be sent to you quarterly.

### **Information about Investment Expenses**

When you first become a Participant, and as frequently as required thereafter, Empower or any successor will provide you with detailed information about current investment alternatives, including their investment objectives, risk and return characteristics, and the type and diversification of assets in the portfolio of that investment alternative. The description of the investment will include any transaction fees, investment management fees, and other operating and administrative expenses or fees, any sales loads, redemption or exchange fees, commissions, etc. and the value of the shares or units of the investment alternatives, as well as historical investment performance information, net of expenses.

### **Plan Administrative Expenses**

On a periodic basis, the Fund will assess an administrative charge to each Participant's Account. This administrative fee will be determined by the Board of Trustees each year and is currently assessed on a per capita basis to cover the administrative and operating expenses of the Fund.

### **Your Account Balance at Retirement**

Your own investment choices under the Participant-Directed investment program will determine to a large extent what your Account balance will be when you retire or take a distribution. Of course, investments are subject to fluctuations, so it is impossible to know for sure what your Account balance will be at the time you want to take a distribution. When you apply for a distribution, Empower will use the latest end-of-day value of your Account balance to determine the amount available to you.

Remember, no taxes are due on any interest or investment return that your individual Account earns until you actually receive a distribution.

## **5. ELIGIBILITY REQUIREMENTS FOR DISTRIBUTIONS AND BENEFIT AMOUNT**

### **Eligibility Requirements**

You will be eligible to begin collecting benefits from the Fund:

- when you retire from the Heat & Frost Insulators and Allied Workers Local 6 Pension Fund with a Normal, Early or Service Pension as defined in that Plan;
- at the end of a period of 12 consecutive months if a Covered Employer has **not** been required to make contributions to the Fund on your behalf for that period, provided that you are not employed (whether in a bargained or non-bargained position) by any Covered Employer in contiguous employment; or
- if you become totally and permanently disabled and unable to work in any employment. You will have to submit proof of your disability. The determination of whether you are totally and permanently disabled is based on a determination of disability by the Social Security Administration.

### **Benefit Amount**

If you choose to receive your benefit as a lump sum, it will be equal to the value of your Account. Regardless of the payment form you choose, the amount of your benefit will be based on the value of your individual Account when payment begins. Therefore, for example, if you choose a monthly annuity, that value of your Account will be converted to an annuity that is its actuarial equivalent, less any costs associated with the purchase of the annuity from the insurance company.

## **6. PAYMENT FORMS OFFERED BY THE PLAN**

### **Receiving Your Annuity Plan Benefit When You Retire**

The Fund offers many different options for you to choose from when you apply for your benefits. Your options depend on whether you are married or single when your benefits are scheduled to start. You may receive your annuity in either a standard or optional form of payment described as follows:

#### Standard Forms of Payment

- 50% Joint and Survivor Annuity (standard form of payment for married Participants)
- Straight Life Annuity (standard form of payment for single Participants)

#### Optional Forms of Payment

- 75% Joint and Survivor Annuity (optional form of payment for married Participants)
- Series of monthly payments (to a maximum of 120)
- Single lump sum payment
- Partial lump sum payments (up to a maximum of four times per calendar year)
- Partial lump sum with a series of monthly payments
- Lump sum payment after commencement of monthly payments or partial lump sum

To provide payment in the standard forms of payment, or the optional 75% Joint and Survivor Benefit, the Fund purchases an annuity contract from an insurance company. Once an annuity is purchased, the Fund will no longer have any obligation with respect to your benefit.

If you decide to elect an Optional Payment Form, you (and your Spouse, if you are married) must first *reject* the standard form of payment that applies to you under the Plan in writing.

Payments you receive as a lump sum, a partial lump sum, or in a series of fewer than 120 monthly payments may be eligible for rollover to an IRA or another qualified retirement plan. Minimum Required Distributions are not eligible for rollover.

#### **Automatic Cash-Out of Benefit**

If your accumulated share is \$5,000 or less when you apply for your benefit or at your death when your Spouse or beneficiary applies for benefits, the Plan will pay you, your surviving Spouse, or your named beneficiary (as applicable) in a lump-sum payment. No further benefits will be payable by the Plan.

## Descriptions of Standard Payment Forms

### 50% Joint and Survivor Annuity

If you are married when your benefit payments begin, your benefit will be automatically payable as a 50% Joint and Survivor Annuity, *unless you and your Spouse reject this form of payment in writing. If you elect a different payment form and name an alternative beneficiary, your Spouse must expressly consent in writing to your alternative form of payment or alternative beneficiary.* These written rejections and consents must be witnessed by a notary public or a representative of this Plan.

This benefit provides a smaller monthly payment for you than the other monthly benefit options available under the Plan in return for a guarantee that in the event of your death, your Spouse will receive, for life, 50% of the benefit you were receiving, beginning on the first of the month following your death. This monthly payment to your Spouse will not be paid unless you were legally married when your benefit payments started and for at least one year on the date of your death.

#### *How the 50% Joint and Survivor Annuity is Calculated*

Under the 50% Joint and Survivor Annuity, the annuity you are entitled to receive from the Fund is reduced so that a lifetime benefit can be provided to your eligible Spouse in the event of your death after payment of benefits begins. Guaranteeing benefits to two people - for two lifetimes, the member's and the Spouse's - means that more monthly benefit checks may be paid out than would be the case if only one lifetime were covered.

Spreading the available money over more monthly benefit payments reduces the amount that can be paid each month. How much the monthly benefit is reduced by the Joint and Survivor Annuity depends on the difference in ages between you and your Spouse.

At the time you apply for your benefit, the Fund Office will provide you with an estimate of what your monthly annuity would be under the 50% Joint and Survivor Annuity form of payment. However, because an annuity is purchased from an insurance company, other factors may affect the final amount of your monthly benefit. These are additional costs and factors that are imposed by the insurance company and not the Fund.

Here is a hypothetical simplified example of a 50% Joint and Survivor Annuity benefit: At the time of your retirement, your Account balance is \$100,000. Based on your age and your spouse's age at the time of your retirement, a \$100,000 annuity will pay you \$1,000 per month during the course of your lifetime. Upon your death, your surviving spouse will receive 50%, or \$500, per month for his or her lifetime. Notice how the monthly benefit payable to you under the 50% Joint and Survivor Annuity benefit is less than the monthly benefit payable to you under the Life Annuity example below, because the annuity is payable over your lifetime and your spouse's lifetime (not your lifetime only).

#### *Limitations*

If your Spouse dies or you become divorced **after** your benefit begins, the election of a 50% or 75% Joint and Survivor Annuity cannot be changed. If you become divorced, your ex-Spouse will receive the Spouse's benefit when you die. You cannot change your beneficiary or form of payment due to your Spouse's death or your divorce.

If your Spouse dies **before** the annuity is purchased and becomes payable, the 50% or 75% Joint and Survivor Annuity is not effective.

If you are divorced before your benefit begins, the Plan may be required to pay benefits to your ex-Spouse or other dependents (called *Alternate Payees*) if a Qualified Domestic Relations Order (QDRO) gives any such Alternate Payee a right to all or a portion of your benefit. A QDRO may also require you to elect a certain form of payment. Further, if you remarry before retirement, the portion of your benefit that was not awarded to an Alternate Payee will be paid to you in accordance with the rules for a 50% or 75% Joint and Survivor Annuity.

To the extent provided in a QDRO, an Alternate Payee may elect to receive a distribution from the Plan prior to the date you become eligible to receive benefits under the Plan. To receive a distribution from the Plan, such Alternate Payee must file an application with the Fund.

You can obtain a copy of the Fund's QDRO Procedures from the Fund Office without charge.

## **Life Annuity**

This option pays a higher monthly benefit than the Joint and Survivor Annuity because it is payable for your lifetime only; monthly payments end at your death and no additional benefits are due.

If you are married, a life annuity is an optional form of payment and you must have your Spouse's consent to waive the Joint and Survivor Annuity to elect this form of payment.

If you are unmarried, and the total value of your Account is more than \$5,000, a life annuity is the automatic form of benefit, *unless you reject it in writing*.

As previously stated, if you elect or choose not to waive the life annuity, an annuity will be purchased for you from an insurance company. The monthly amount of the annuity will be based on a number of factors including the amount of your Account balance, your age at the time payments begin, and other factors as determined by the insurance company.

Here is a hypothetical example of how a Life Annuity benefit may be calculated: At the time of your retirement, your Account balance is \$100,000. Based on your age at the time of your retirement, a \$100,000 annuity will pay you \$1,150 per month during the course of your lifetime. Upon your death, no further benefit is payable. Notice how the monthly benefit payable to you under the Life Annuity benefit is more than the monthly benefit payable to you under the 50% Joint and Survivor Annuity example above, because it is payable over your lifetime only (not your lifetime and your spouse's lifetime).

## **Descriptions of Optional Payment Forms**

You may elect to receive your benefit in an Optional Payment Form approved by the Trustees, including the following:

- **75% Joint and Survivor Annuity (married Participants only)** - Under this option, if you are married when your benefit payments begin, you may choose

a reduced monthly benefit for your life and your Spouse will receive, for life, 75 percent of the benefit you were receiving, beginning on the first of the month following your death. This monthly payment to your Spouse will not be paid unless you were legally married for at least one year by the time your benefit payments started. Also, certain other limitations apply (these are the same “Limitations” that are discussed under the above 50% Joint and Survivor Annuity rules).

- **Lump Sum Payment** - You may elect to receive the balance in your Account in a single lump-sum payment.
- **Monthly Payments to a Maximum of 120** - Under this option you may choose the number of monthly payments that you will receive. The amount of monthly payments may change each year, based on the current balance of your Account. You will need to select a beneficiary to receive the balance of your Account in the event of your death before the designated number of payments have been disbursed.

Monthly payments may not be less than \$100 per month, nor may they be less than the Minimum Required Distribution (see page 19).

- **Partial Lump Sum Payments** - Under this option you may choose a partial lump sum distribution up to a maximum of four times each calendar year on whatever dates you choose.
  - To receive each partial lump sum payment, you must file an Application with the Fund Office. Each partial lump sum payment will be subject to the spousal rejection provisions described on page 11, including the requirement to execute a new spousal rejection and consent, if applicable.
  - The partial lump sum payments may be rolled over directly to an eligible Individual Retirement Account or Individual Retirement Annuity, Roth IRA, or other eligible retirement plan, or you may directly receive them.
  - When you reach your Required Beginning Date, partial lump sum payments must be an amount that is at least equal to or greater than the Minimum Required Distribution. See the Minimum Required Distribution Rules (page 19).
  - If you elect this option, and contributions subsequently are made to the Plan on your behalf if you return to work in Covered Employment, you must terminate Covered Employment and file a new Application with the Fund Office to request a partial lump sum payment. In addition, each new request for a partial lump sum payment will be subject to the spousal rejection provisions described on page 11, including the requirement to execute a new spousal rejection and consent form.

The Partial Lump Sum form of payment will also be available if payments to you started before April 1, 2012, provided you previously elected one of the following forms of payment:

- A Series of Monthly Payments;
- A Partial Lump Sum with a Series of Monthly Payments;

- A Lump Sum after commencement of a Series of Monthly Payments or Partial Lump Sum (in this case, instead of electing the remaining balance in your Account as a lump sum distribution, you may elect the Monthly Payments with Partial Lump Sums form of payment instead); or
- Monthly Payments with Partial Lump Sums.

If you die before receiving your entire Account balance, your Spouse or beneficiary will receive the balance of your account.

- **Partial Lump Sum with Monthly Payments** - Under this option, you may choose the amount of the lump sum you will receive, with the remaining balance to be paid in monthly payments. The amount of monthly payment may change each year, based on the current balance of your account.

Monthly payments may not be less than \$100 per month, nor may they be less than the Minimum Required Distribution, if applicable (page 19).

If you die before receiving your entire Account balance, your Spouse or beneficiary will receive the balance of your account.

- **Lump Sum after Commencement of Monthly Payments or Partial Lump Sum** - If you previously elected a Series of Monthly Payments or a Partial Lump Sum with Monthly Payments, as described above, and your original election was for less than 120 monthly payments, you may, upon filing an Application with the Fund Office, request a single lump sum distribution of your remaining Account Balance, subject to the following rules:

- The lump sum payment may be rolled over directly to an eligible Individual Retirement Account or Individual Retirement Annuity, Roth IRA, or other eligible retirement plan; or you may directly receive the lump sum distribution.
- The lump sum distribution election is subject to the spousal rejection provisions described on page 11, including the requirement to execute a new spousal rejection and consent, if applicable.

- **Monthly Payments with Partial Lump Sum Payments** - Under this option, you may choose a series of monthly payments of at least \$100 per month for a maximum period of 120 months, in combination with partial lump sum payments, subject to the following rules:

- After commencing monthly payments, you may elect a partial lump sum distribution, up to a maximum of four times each calendar year on whatever dates you choose.
- To receive each partial lump sum payment, you must file an Application with the Fund Office. Each partial lump sum payment will be subject to the spousal rejection provisions described on page 11, including the requirement to execute a new spousal rejection and consent, if applicable.
- Each time you request a partial lump sum payment, your monthly payments will cease, and you must elect a new monthly payment amount and monthly

payment period. You may not extend the monthly payment period beyond 120 months from the date of your first monthly payment.

- The monthly payments and/or the partial lump sum payments may be rolled over directly to an eligible Individual Retirement Account or Individual Retirement Annuity, Roth IRA, or other eligible retirement plan, or you may directly receive them.
- If you elect this option and contributions subsequently are made to the Plan on your behalf after your return to work in Covered Employment, you will continue to receive monthly payments, but you cannot elect an additional partial lump sum. Upon your subsequent cessation of employment (meaning that no contributions have been made on your behalf for a period of twelve consecutive months and you are not employed, whether in a bargained or non-bargained position, by any Contributing Employer in contiguous employment) or retirement under the Plan, you must file a new Application with the Fund Office to request a partial lump sum payment. In addition, each new request for a partial lump sum payment will be subject to the spousal rejection provisions described on page 11, including the requirement to execute a new spousal rejection and consent.
- When you reach your Required Beginning Date, partial lump sum payments must be an amount that is at least equal to or greater than the Minimum Required Distribution (page 19).

If you die before receiving your entire Account balance, your Spouse or beneficiary will receive the balance of your Account.

The Monthly Payments with Partial Lump Sums form of payment will also be available if payments to you started before January 1, 2012, provided you previously elected one of the following forms of payment:

- A Series of Monthly Payments;
- A Partial Lump Sum with a Series of Monthly Payments; or
- A Lump Sum after commencement of a Series of Monthly Payments or Partial Lump Sum (in this case, instead of electing the remaining balance in your Account as a lump sum distribution, you may elect the Monthly Payments with Partial Lump Sums form of payment instead).

### **Receiving Your Benefit If You Stop Working In Covered Employment and Your Benefit is \$2,500 or less**

- Cessation of Contributions: If no Employer Contributions are required to be made to the Fund on your behalf for a period of 12 consecutive months, you are not employed (whether in a bargained or non-bargained position) by any Contributing Employer in contiguous employment, and your Account Balance is between \$501 and \$2,500, you may request distribution of your Account. You will be notified of the options available to you, which are receiving payment of your Account, maintaining your Account in the Plan, or rolling it over to an IRA, Roth IRA, or other eligible retirement plan, accompanied by information on anticipated

administrative expenses. If you do not provide instructions to the Plan within 90 days of being notified of the options available to you, your Account Balance will be rolled over directly to an IRA of the Fund's choosing.

- If no Employer Contributions are required to be made to the Fund on your behalf for a period of 12 consecutive months, and you are not continuing to work for the same Employer in non-Covered Employment, then your Account balance may automatically be paid to you in a single lump sum payment only if your individual account is \$500 or less.
- Once your Account is paid out or rolled over, the Fund's liability to you will cease. If you are married, the Fund is not required to obtain your Spouse's consent to pay out or roll over the Account in these circumstances.

## **7. DISTRIBUTION OF DEATH BENEFITS**

### **Preretirement Surviving Spouse Benefit**

If you die before distribution of your Account balance has begun, and if you were married to your Spouse for at least one year immediately before your death (or a QDRO requires that your former Spouse be treated as your surviving Spouse), then your Spouse may elect to receive your Account balance as of the date of your death in a single payment.

Unless your Spouse elects a single sum payment, your Spouse will receive a monthly annuity **for life** which is the actuarial equivalent of your Account balance as of the date of your death. Your Spouse may choose not to receive the annuity right away. However, the annuity must start no later than the first day of the month starting 60 days after the date you would have reached age 62 or the date of your death, if later. You should note that unless your Spouse elects otherwise, an annuity will be purchased from an insurance company.

### **For a Beneficiary**

If you die before you have received any payment from your Account, and you are not married or have been married to your Spouse for less than one year, or your Spouse consents in writing, you may designate a beneficiary who will receive 100% of the value of your Account. Your beneficiary may elect to receive the amount payable either as a lump sum or as monthly payments for up to 60 months. Payments must begin by December 31 of the fifth (5th) calendar year following your death.

Beginning with deaths on or after January 1, 2022, your designated beneficiary must receive the full value of your Account by December 31 of the tenth (10th) calendar year following your death.

### **Designation of Beneficiary**

If you are married, your Spouse is automatically your beneficiary unless you both reject this option in writing, witnessed by a notary public or a representative of this Plan.

If you are not married, or if your Spouse consents to your having another beneficiary, you may designate a beneficiary for the Fund. If you do not name a beneficiary or if your beneficiary dies before you, distribution will be made to your surviving Spouse, natural or adopted child or children or other next of kin or, if you have none, to the executor or administrator of your estate. If you do not designate a beneficiary before you begin receiving distributions, distribution of your Account must be completed by December 31 of the fifth (5th) calendar year following your death.

Beneficiary designations may be made online at <https://retire.massmutual.com/participant/> or by calling Empower at (877) 474-5106 for a Designation of Beneficiary form.

## **8. WORK AFTER RETIREMENT**

### **No Limits on Work**

There are no limits on the extent or type of work that you may perform after retirement. If you return to work in Covered Employment after retiring, contributions will again be made to the Fund on your behalf and a new individual Account will be established for you, unless there is an existing Account for you. If you had elected a lump sum distribution or an annuity form of payment, then the Plan will establish a new Account for you, subject to a new election of a form of payment when you cease working again, subject to the eligibility rules and the application requirements. However, if you return to work in Covered Employment and you did not receive a complete distribution from your original Account, in some cases, the Plan may not be permitted to continue distributions to you during the period you are reemployed and receiving contributions to the Fund, until you retire again. This requirement is due to Federal tax regulations.

When you retire after your return to Covered Employment, the balance of your new individual Account will be paid to you in accordance with the rules of the Plan.

Remember that the Pension Fund has different rules for work after retirement.

### **Social Security Benefits**

Your Plan benefits do not affect your Social Security benefits. You are entitled to benefits from the Social Security Administration independently from this Plan.

## **9. APPLICATION FOR BENEFITS**

### **Application**

You must make application for a distribution or for an annuity in writing and file the application with the Fund Office before the effective date of your benefit. However, because of certain government requirements, you must file the application at least 30, but not more than 90, days before your intended retirement date. Within the 30- to 90-day period, the Fund Office will provide you with a written explanation of the terms and conditions of the 50% and 75% Joint and Survivor Annuity; your right to make, and the effect of an election to waive, the 50% (or 75%) Joint and Survivor Annuity; the right of your Spouse to consent to any election to waive the 50% (or 75%) Joint and Survivor Annuity and your right to revoke such election during the 30- to 90-day period; and the right to defer any distribution of benefits under the Plan and the consequences of failing to defer distribution of benefits. If you have demonstrated that you have retired from the industry and are eligible and approved for Pension Benefits from the Heat & Frost Insulators and Allied Workers Local 6 Pension Fund, or, if you have separated from service, your benefit payments will begin as soon as possible after your completed application has been filed with the Fund Office. Usually, this will be within 30 days of your filing an application.

You may be asked to submit additional information or proof to enable the Trustees to determine what your benefit should be. The Fund Office will let you know what sort of proof is acceptable. The Trustees may rely on the information you provide in support of your application for benefits.

### **Minimum Required Distributions**

You must begin to receive benefit payments no later than your Required Beginning Date, even if you are still working. *You are not required to stop working.* At that time, you must receive at least the amount of your Minimum Required Distribution every year. You may receive a greater amount but not less than this amount. The amount of the Minimum Required Distribution is not eligible for rollover.

If you were born before July 1, 1949, your Required Beginning Date is the April 1 following the calendar year in which you reach age 70½. If you were born on or after July 1, 1949, your Required Beginning Date is the April 1 following the calendar year in which you reach age 72.

### **Application for Distribution upon Death**

In the event of your death, your Spouse and/or beneficiary should get in touch with the Fund Office as soon as practicable in order to learn if there are any benefits to which he or she is entitled.

### **Benefit Payment to an Incompetent Person**

Benefit payments under the Plan may become payable to a person who is adjudicated incompetent or to a person who, by reason of mental or physical disability, in the opinion of the Trustees, is unable to administer such payments properly. In that event, the Trustees may make such payments for the benefit of the incompetent person or for the maintenance and support of the person's Spouse and minor children, as they deem best.

The Trustees will have no duty or obligation to see that the funds are used or applied for the purpose or purposes for which paid if they are paid:

1. Directly to such person;
2. To the legally appointed guardian or conservator of such person;
3. To any Spouse or minor child of such person for the welfare, support, and maintenance of that person; or
4. By the Trustees directly for the support, maintenance, and welfare of such person or the person's spouse and minor children.

If any question or dispute arises concerning the proper person or persons to whom any payment will be made under the Plan, the Trustees may withhold payment until a binding adjudication of the question or dispute is made. The resolution must be satisfactory to the Trustees in their sole discretion. Alternatively, the Trustees may pay the benefits if they have been adequately indemnified to their satisfaction against any resulting loss.

### **Denial of Your Benefit Application**

If your application for benefits is denied, you will receive a written notice including the specific reason for the denial, references to the specific Plan provisions on which the denial is based and a description of additional information or material that you could submit to support your claim. It will also explain why the additional information is needed and how to appeal the denial of your claim. If your claim is for a disability annuity benefit, the notice will also include:

- A copy of any internal rule, guideline, protocol or other similar criteria that was relied on in making the decision or a statement that you may obtain a free copy of such rule, guideline, protocol or other similar criteria upon request; and
- A copy of an explanation of the scientific or clinical judgment for the determination if the denial of your disability annuity benefit claim is based on a medical necessity or experimental treatment or similar exclusion or limit or a statement that you may obtain a free copy upon request.

For non-disability annuity benefit claims, you should receive this written denial within 90 days from the date your application for benefits was received by the Fund. You may be notified by the Fund Office that an additional extension of 90 days is required to process your application due to special circumstances. If you do not receive a response, you may assume that your initial application for benefits has been denied and you may proceed with the appeal procedure described.

For disability annuity benefit claims, the Fund will decide your claim within 45 days from the date your application for benefits was received by the Fund. If special circumstances require it, the Fund may extend the time to decide your claim twice by 30 days. The Fund will notify you before the end of the decision period whether an extension is necessary and the date it expects to make a decision on your claim.

If the Fund needs additional information from you to process your disability annuity benefit claim, it will request that additional information within the initial 45-day period.

You will then have 45 days to obtain the additional information. The Fund has an additional 30 days from the date you submit the requested information to decide your claim. If you do not provide the requested information within the 45-day period, then the claim will be decided on the basis of the information the Fund has at that time and your claim may be denied.

## **Appeal Procedure**

You may file a written appeal with the Board of Trustees no later than 60 days after you receive the notice of denial of your annuity benefits in the case of non-disability benefits and no later than 180 days after you receive the notice of denial of your disability benefits. In your appeal, you must state the basis for your appeal of the denial of your annuity benefits and provide any additional documentation relevant to your appeal.

You are entitled to receive, upon request and free of charge, access to copies of documents, records, and other information relevant to your appeal. Documents, records and information that are relevant to your appeal may include:

- Documents, records and information that the Plan relied upon, considered or generated in the review of your annuity benefits,
- Documents, records and information that were submitted to the Fund for review,
- Documents, records and information that show that the Fund made the decision on your annuity benefits consistently and according to the Plan documents, or
- Documents, records and information that may constitute a statement of Plan policy or guidance regarding your benefit.

If you would like to request relevant information, please contact the Fund Office in writing. You may authorize a representative to act on your behalf for purposes of filing your claim for benefits or appealing the denial of benefits. You must file an appointment of personal representative with the Fund Office on a written form available from the Fund Office for this purpose.

The decision will be issued within 60 days after receipt of the appeal of a non-disability related benefit, unless special circumstances require an extension. The Fund may extend the time to decide your appeal once by 60 days due to special circumstances, and will notify you before the end of the decision period whether an extension is necessary and the date it expects to make a decision on your appeal. If your appeal of a denial of benefits is related to a disability benefit, the decision will be issued within 45 days of receipt of the appeal, unless special circumstances require an extension. The Fund may extend the time to decide your disability benefit related appeal once by 45 days due to special circumstances, and will notify you before the end of the decision period whether an extension is necessary and the date it expects to make a decision on your appeal. The Fund's decision will be in writing and will include:

1. The specific reason(s) for the determination;
2. Reference to the specific plan provision(s) on which the determination is based;

3. A statement that you are entitled to receive reasonable access to and copies of all documents relevant to your claim, upon request and free of charge; and
4. A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

The Trustees' review will consider all comments, documents, records and other information you or your authorized representative submits, without regard to whether such information was submitted or considered in the initial benefit determination. The Trustees will not defer to the initial benefit determination in making their decision.

In deciding an appeal of your disability annuity benefit claim denial that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who is not the same individual consulted on the initial review of the determination or a subordinate of that individual.

If an internal rule, guideline or protocol was relied upon by the Plan, you will receive either a copy of the rule or a statement that it is available upon request at no charge. If the determination was based on medical necessity, or because the treatment was experimental or investigational, or other similar exclusion, you will receive an explanation of the scientific or clinical judgment for the determination applying the terms of the Plan to your claim, or a statement that it is available upon request at no charge.

The decision of the Board or its designated committee will be final and binding on all concerned and will be given judicial deference in any subsequent court proceeding. You must exhaust the Plan's claims and appeals procedures before you file suit in court or pursue any administrative action for benefits.

## **10. OTHER INFORMATION**

### **How the Plan is Financed**

The Plan is financed through contributions made by Contributing Employers in accordance with their Collective Bargaining Agreements with Local 6 of the International Association of Heat & Frost Insulators and Allied Workers.

The Collective Bargaining Agreements require contributions to the Fund at fixed amounts per hour worked. There are no contributions required from the members.

### **Taxation of Benefits and Rollovers**

Benefit payments and distributions are usually taxable as ordinary income. If your benefit is not in the joint and survivor form or the life annuity form, you may be subject to mandatory income tax withholding. If so, the federal government requires that mandatory federal income tax of 20% be withheld from certain distributions *unless you roll your distribution over into an IRA, Roth IRA or another eligible retirement plan*. In addition, if you receive an early distribution (generally, prior to age 59½, although there are some exceptions) and your distribution is not due to retirement or disability and you do not roll it over, you must also pay a 10% penalty tax.

You can avoid the mandatory withholding (and the 10% penalty, if it applies) by having the distribution rolled over directly to an IRA, Roth IRA or another employer retirement plan. Other taxes may also be deferred or reduced. Therefore, you should review your personal situation with a tax advisor before beginning to receive benefits. Before electing your form of distribution, you will receive a Special Tax Notice Regarding Plan Payments from Empower. You should review it carefully before making an election of any distribution from the Plan.

If you receive a distribution from the Fund during a calendar year, you will receive a Form 1099-R after the end of that year to use in preparing your income tax return.

### **Non-Assignment of Benefits and Payments under QDROs**

Benefits from the Fund cannot be sold, assigned, or pledged as security for a loan. Furthermore, they are not subject to attachment or execution under any judgment or decree of a court or otherwise. However, there are two exceptions:

- If you are divorced, a Qualified Domestic Relations Order (QDRO) issued in a state court domestic relations proceeding may give your ex-Spouse or child some rights to your benefit. In that case, the Plan will pay benefits to the ex-Spouse or child at the time and in the amount set forth in the QDRO.
- The Fund must also honor a federal tax lien against your benefits.

To the extent provided in a QDRO, an Alternate Payee may elect to receive a distribution from the Plan prior to the date you become eligible to receive benefits under the Plan. To receive a distribution from the Plan, an Alternate Payee must file an application with the Fund. You may obtain a copy of the Fund's QDRO Procedures from the Fund Office without charge.

## **Top Heavy Plan**

In the extremely unlikely event that this Plan should become top heavy, the Plan will comply with the requirements of federal law to provide minimum benefits. A plan is top heavy if key employees (officers and certain other highly paid Participants) receive more than a limited percentage of plan benefits.

## **Plan is Not Covered by the Pension Benefit Guaranty Corporation**

This Plan is a defined contribution plan, and therefore it is not covered by the Pension Benefit Guaranty Corporation.

## **Misrepresentation and Fraud**

In the event you receive benefits as a result of misrepresentation or fraudulent representation to the Fund, the Fund has the right to seek reimbursement for all payments received due to such misrepresentation or fraudulent representation. If reimbursement is not made, the Trustees will take corrective action, as they, in their discretion, deem appropriate.

## **Mistaken Payments**

If the Fund pays too much to you, your Spouse or your beneficiary, or the Plan pays someone who is not entitled to any benefit, you or the person receiving the mistaken payment must notify the Fund Office immediately upon receiving such payment. The Fund has the right to seek reimbursement for all payments received in error, whether discovered by the Plan or the person receiving the mistaken payment. If reimbursement is not made, the Trustees will take corrective action, as they, in their discretion, deem appropriate.

## **Administrative Information**

### **Plan Name**

The name of the Plan is the Heat & Frost Insulators and Allied Workers Local 6 Annuity Plan.

### **Plan Sponsor**

The Board of Trustees of the Heat & Frost Insulators and Allied Workers Local 6 Annuity Plan is the Plan sponsor. The Plan sponsor's address is:

Board of Trustees  
Heat & Frost Insulators and Allied Workers Local 6 Annuity Plan  
c/o BeneSys, Inc.  
750 Dorchester Avenue, Suite 2010  
Boston, MA 02125-1132  
(617) 795-4120

## **Plan Administrator**

The Fund is administered by a joint Board of Trustees, consisting of an equal number of Union and Employer representatives.

## **Employer Identification Number and Plan Number**

Board of Trustees' Employer Identification Number: 04-6590962

Plan Number: 001

## **Plan Year**

The Plan's fiscal year is January 1 through December 31.

## **Type of Plan**

The Heat & Frost Insulators and Allied Workers Local 6 Annuity Plan is a defined contribution money purchase pension plan. The Plan has been qualified by the Internal Revenue Service.

## **Funding Medium**

The Fund is a separate trust fund established for the purpose of receiving Employer contributions and paying the benefits provided under the Plan.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement. Assets are held by Empower and the individual funds in which Participants and beneficiaries invest their Accounts. Assets are invested in accordance with individual Participant and beneficiary investment elections.

## **Source of Contributions**

All contributions to the Plan are made by Contributing Employers in accordance with their Collective Bargaining Agreements with Local 6 of the International Association of Heat & Frost Insulators and Allied Workers.

The Fund Office will provide you, upon written request, with a list of Contributing Employers or information as to whether a particular Employer is contributing to this Plan on behalf of employees working under the Collective Bargaining Agreements and, if so, that Employer's address. You may also review or receive a copy, upon written request, of the Collective Bargaining Agreement between the Union and your Employer. The Collective Bargaining Agreements require contributions to the Plan at fixed rates per payroll hour.

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

If for any reason you wish to seek legal action, you may serve legal process upon the Board of Trustees, which acts as the Plan Administrator, at the address shown above. You may also serve legal process upon any of the Trustees individually.

<b>BOARD OF TRUSTEES</b>	
<b>Union Trustees</b>	<b>Employer Trustees</b>
<p>John Demarco Heat &amp; Frost Insulators and Allied Workers Local 6 750 Dorchester Avenue, Suite 2101 Boston, MA 02125-1132</p> <p>Michael O'Toole Heat &amp; Frost Insulators and Allied Workers Local 6 750 Dorchester Avenue, Suite 2101 Boston, MA 02125-1132</p> <p>Thomas E. Wall Heat &amp; Frost Insulators and Allied Workers Local 6 750 Dorchester Avenue, Suite 2101 Boston, MA 02125-1132</p>	<p>Paul J. Bizzozero Dynamic Insulation, Inc. 9 Fillmore Street, Rear Beverly, MA 01915</p> <p>Thomas Gallagher Fiber Fit Insulation 427 Washington Street Quincy, MA 02269</p> <p>Tyler Medeiros Atlantic Contracting &amp; Specialties, LLC 25 Kenwood Circle, Suite H Franklin, MA 02038</p>
<p><b>Heat &amp; Frost Insulators and Allied Workers Local 6 Annuity Plan c/o BeneSys, Inc. P.O. Box 9631 Boston, MA 02114-9631 Telephone (617) 795-4120</b></p>	

## **11. STATEMENT OF ERISA RIGHTS**

As a Participant in the Heat & Frost Insulators and Allied Workers Local 6 Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants 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 Employee Benefits Security Administration (EBSA).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts 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.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to an annuity pension benefit, the statement will tell you how many more years you have to work to get a right to an annuity pension benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

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

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

### **Enforce Your Rights**

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

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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Fund Office. 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.

**Heat & Frost Insulators and Allied Workers Local 6  
Annuity Plan  
c/o BeneSys, Inc.  
P. O. Box 9631  
Boston, MA 02114-9631  
Telephone (617) 795-4120**

SPD Date: November 2021

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