

**Central Pennsylvania Teamsters  
Retirement Income Plan 2000**

**Summary Plan Description**

**As in effect on January 1, 2000**  
As amended through August 27, 2008

**Issued 2008**

## **To All Participants Covered Under The Central Pennsylvania Teamsters Retirement Income Plan 2000**

We are pleased to present you with this Summary Plan Description (“SPD”), which provides a descriptive summary of the Central Pennsylvania Teamsters Retirement Income Plan 2000 (“Plan”). Your participation in the Plan is the result of collective bargaining between your Employer and your Union. You are not permitted to make contributions to the Plan since the Contributing Employers pay the entire cost of the Plan.

The purpose of this SPD is to give you an understanding of how the Plan works and how it affects you personally. It reflects the provisions of the Plan in effect through August 27, 2008 and replaces the RIP Summary Plan Description previously distributed. Generally, the Plan provisions described in this SPD apply to Participants who have completed an Hour of Service on or after January 1, 2000. If you failed to complete an Hour of Service on or after January 1, 2000, you must consult the prior version of this Summary Plan Description for a description of your benefits under the Plan.

It is important to note that your active participation in the Plan will continue until the expiration of your Employer’s collective bargaining agreement with the Union. This means that your Employer will stop making contributions to the Plan on your behalf when the collective bargaining agreement expires, unless you otherwise cease to be an active Participant prior to that date.

To make reading this SPD easier, we have left out legal and technical terms wherever possible, and we cannot address every possible situation that may occur under the Plan. However, it is not intended that this SPD modify or change in any manner the complete official text of the Plan or Trust Agreement. Therefore, in the event the SPD does not address your particular situation, or in the event of any discrepancies between the SPD and the official text of the Plan and Trust Agreement, the official Plan text and/or Trust Agreement will govern.

Complete copies of all Plan documents are available for your inspection, during normal business hours at the Pension Fund Office, or a copy can be obtained by writing to the Pension Fund Office. If you cannot visit the Pension Fund Office during normal business hours, then copies of the Plan documents which are required to be made available to you or your beneficiaries (See the section of this SPD, “Your Rights Under ERISA”) will be made available to you at your local union hall, within 15 calendar days of your written request. A reasonable fee may be charged for the photocopying of any documents that are given to you.

It is our sincere hope that the benefits you will receive from the Central Pennsylvania Teamsters Pension Fund, together with your Social Security benefits, will enable you to look forward to your retirement years with confidence and assurance.

**The Board of Trustees**

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# General Information Concerning Your Plan

## Plan Sponsor and Plan Administrator

The Plan Sponsor and Plan Administrator is the Board of Trustees, which is made up of five (5) Union Trustees selected by Teamster Local Union No. 429 and five (5) Employer Trustees selected by the Transport Employers Association. Union Trustees and Employer Trustees have equal voting power in the administration of the Plan. The Board of Trustees serves without pay and presently includes:

Union Trustees	Employer Trustees
William M. Shappell Chairman and Trustee Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610	Tom J. Ventura Secretary and Trustee YRC Worldwide, Inc. c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Kevin M. Cicak, Trustee Teamsters Local Union No. 776 2552 Jefferson Street Harrisburg, PA 17110	Tomm Forrest, Trustee ABF Freight System, Inc. c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Keith L. Noll, Trustee Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610	Mark L. Johnson, Trustee United Parcel Service c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Howard W. Rhinier, Trustee Teamsters Local Union No. 771 1025 N. Duke Street Lancaster, PA 17602	Daniel W. Schmidt, Trustee New Penn Motor Express c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Michael P. Rys, Trustee Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610	There is a vacancy in the position of Employer Trustee at the time of the printing of this SPD.

As the Plan Administrator, the Board of Trustees is charged with carrying out the provisions of the Plan. It has the right to interpret the terms and provisions of the Plan. In the discharge of its duties, the Board of Trustees is aided by legal, actuarial, accounting and investment advisors,

as well as administrative personnel who are responsible for all Plan and Fund records and communications.

The Board of Trustees has the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including this SPD, the Trust Agreement and any other Plan documents, and to decide all matters (including factual matters) arising in connection with the operation or administration of the Plan or Trust Fund, including, but not limited to, the sole and absolute discretionary authority to:

- take all actions and make all decisions (including factual decisions) with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- formulate, interpret and apply rules, regulations and policies necessary or appropriate to administer the Plan in accordance with the terms of the Plan;
- decide questions (including legal or factual questions) relating to the calculation and payment of benefits under the Plan;
- resolve and/or clarify any ambiguities, inconsistencies and omissions (including factual determinations) arising under this SPD, the Plan, the Trust Agreement or other Plan documents;
- process and approve or deny benefit claims; and
- determine the standard of proof required in any case.

All determinations and interpretations (including factual determinations) made by the Board of Trustees shall be final and binding to the fullest extent permitted by law upon all Participants, beneficiaries, and any other individuals claiming benefits under the Plan.

The Board of Trustees has assigned the day-to-day administrative operations of the Plan to the Pension Fund Office, which is managed by Joseph J. Samolewicz, Administrator. Any questions pertaining to the Plan, including requests for claim forms, should be directed to the Pension Fund Office.

### **Pension Fund Office**

You may write or call the Pension Fund Office if you have any questions about your benefits under this Plan. Simply call or write to:

Joseph J. Samolewicz, Administrator  
Central Pennsylvania Teamsters Pension Fund  
P.O. Box 15223  
Reading, PA 19612-5223  
610 320-5505  
Toll-free in PA 800 343-0136  
Toll-free in USA 800 331-0420

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

The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 23-6262789. The Plan Number assigned to the Plan is 010.

### **Plan Year**

The records of the Plan are kept on a January 1 through December 31 basis.

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

Process can be served on the Board of Trustees (the Plan Administrator),

Board of Trustees  
Central Pennsylvania Teamsters Pension Fund  
1055 Spring Street  
Wyomissing, PA 19610

Service of legal process may be made upon each Plan Trustee.

### **Type of Plan**

The Plan is a defined contribution plan which means that the amount of annual contributions that are made to the Plan are credited to the individual bookkeeping Accounts that are established by the Board of Trustees for all Participants. In addition to contributions that previously were made to your Account, your Account will be adjusted monthly for investment gains and/or losses and expenses of the Plan until it is distributed to you or your beneficiary.

It is also a money purchase pension plan which means that Plan benefits cannot be distributed prior to a Participant's Retirement. No Participant or beneficiary has any right, title or interest in or to the Plan other than to the vested benefits to which he or she is entitled.

### **Contributing Employers**

The Plan is funded by Employer contributions made in accordance with the terms of the applicable collective bargaining agreements. Copies of the agreements covering Participants of the Plan may be obtained by written request from you or your beneficiary to the Pension Fund Office. The Contributing Employers are obligated to contribute to the Plan until the expiration of their applicable collective bargaining agreements.

Copies of the collective bargaining agreements, under which the Plan is maintained, are also available for inspection by Participants and beneficiaries at the Pension Fund Office. If you cannot visit the Pension Fund Office during normal business hours, copies of the agreements and any other Plan documents which are required to be made available to you or your beneficiaries (See the section of this SPD, "Your Rights Under ERISA") will be made available to you at your local union hall, within 15 calendar days of your written request.

You may also inquire as to whether a particular employer contributes to the Plan by contacting the Pension Fund Office in writing. If a particular employer contributes to the Plan, the Pension Fund Office will provide you with the employer's address.

A reasonable fee may be charged for the photocopying of any documents that are given to you.

## **Investments**

Funds contributed to the Plan are invested by the Board of Trustees. These funds and the income earned from their investment are used to provide benefits for Participants in the Plan and their beneficiaries, and to pay the costs of maintaining the Plan. The Board of Trustees has engaged the services of an independent investment consultant to make recommendations with respect to the investment of the Plan's assets, and to assist it with selecting the investment managers and monitoring the performance of the Plan's investments.

## **Participation and Service**

### **When do I become a Participant in the Plan?**

If you are not now a Participant and you are an eligible employee, you will become a Participant as of the date you first earn an Hour of Service and complete the eligibility requirements described in the collective bargaining agreement governing your employment; provided, that, on that date your Contributing Employer is obligated to make contributions to the Plan on your behalf. In no event can the collective bargaining agreement governing your employment require you to complete a probationary period in excess of 13 weeks as a condition of participation, nor can it require a minimum age for eligibility to participate.

Employees eligible to join the Plan are employees who work for a Contributing Employer with respect to whom contributions are required to be made to the Plan. You will remain an inactive Participant, for periods after which you are no longer entitled to get Employer Contributions, until your entire vested benefit is paid to you.

If your employment terminates for any reason after you have become a Participant, and you are rehired, you will again become a Participant in the Plan as of your reemployment date, provided you return to work for the same Contributing Employer as an eligible employee. If you are rehired by a different Contributing Employer as an eligible employee you will begin to earn additional Vesting Service upon your completion of one Hour of Service, but your new Employer may not be required to make Contributions to the Plan on your behalf until you complete a new probationary period if required under the terms of the collective bargaining agreement.

### **How is my service counted under the Plan?**

Your eligibility for benefits and your nonforfeitable right to your benefit are determined by the amount and type of service you perform for a Contributing Employer. Service performed for an employer(s) in one or more other Teamster pension plans with which the Plan has a reciprocal agreement is also counted under this Plan for certain purposes. In order to understand the part your service plays in becoming eligible for a benefit, it is important to understand the meaning of the following terms:

- **“Break in Service”** means a Plan Year in which you are credited with less than 501 Hours of Service.
- **“Covered Employment”** means all service you complete with a Contributing Employer in a job classification covered by a collective bargaining agreement, participation agreement or joinder agreement between the Plan and such Employer and for which the Employer is required to contribute to the Plan, the RIP 1987 Plan or the Central Pennsylvania Teamsters



Amended and Restated Defined Benefit Plan (the “Defined Benefit Plan”) on your behalf. Service which is not Covered Employment is called “Non-Covered Employment.”

- **“Hour of Service”** means
  - each hour for which you are paid or entitled to payment by a Contributing Employer for duties performed; and
  - each hour for which you are paid or entitled to payment by a Contributing Employer for periods of time during which no duties were performed due to vacation, holidays, illness, incapacity (including disability), layoff, jury duty, military duty, and approved absences, up to a maximum of eight (8) hours per day and 40 hours per week; provided, however, that no more than 501 Hours of Service will be credited to you for any such single continuous period during which no duties are performed. In addition, no Hours of Service will be credited for payment which is made or due to you under a program maintained solely for the purpose of complying with applicable Workers’ Compensation, unemployment compensation, or disability insurance laws or with respect to any payment made or due to you solely as reimbursement for medical or medically related expenses you incur. However, if your Employer is required to make contributions to the Plan on your behalf for periods of time during which you did not perform service, all such hours will be credited to you for Vesting Service; and
  - each hour for which back pay, irrespective of mitigation of damages, is either awarded to you or agreed to by a Contributing Employer, to the extent that such award or agreement is intended to compensate you for periods during which you would have been engaged in the performance of duties for your Contributing Employer; and
  - each hour for which you received credit under the Defined Benefit Plan or the RIP 1987 Plan, provided such hours do not relate to a period of service which is counted under this Plan; and
  - each hour for which you would have been scheduled to work for a Contributing Employer during a period of time during which you are absent because of military service, provided you are eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), and you return to work within the period required under USERRA.

Hours of Service will be credited for the service computation period(s) (1) in which the duties are performed or payments are due, (2) in which payments would have been due during a covered unpaid leave of absence or layoff, or (3) to which the back pay award or agreement pertains.

In no event will Hours of Service be allowed and computed in a manner less liberal than the manner described in the Department of Labor Regulation Section 2530.200b-2.

In addition, a Participant will be credited with Hours of Service for Vesting purposes, but not for other purposes, only for periods of Contiguous Non-Covered Employment. Contiguous Non-Covered Employment is service with a Contributing Employer that immediately precedes or follows Covered Employment provided that no quit, discharge or Retirement occurs between such Covered Employment and such Non-Covered Employment. Rules for precisely determining a Participant’s Hours of Service are established by the Board of Trustees on a uniform, nondiscriminatory basis consistent with the “Rules and Regulations for Minimum Standards for Employee Pension Benefit Plans” under the Employee Retirement Income Security Act of 1974 (“ERISA”).

If you are absent from work due to pregnancy, the birth or adoption of your child, or due to parental child care which immediately follows such birth or adoption, you will be credited with sufficient Hours of Service for Vesting purposes in order to avoid a Break in Service in the Plan Year in which this absence begins, or, in the immediately following Plan Year, if such Hours of Service are not necessary to prevent a Break in Service in the Plan Year in which the absence begins. If you are absent from work on an approved leave of absence under the Family and Medical Leave Act of 1993 (“FMLA”), you will be credited with Hours of Service for Vesting purposes for each hour that you would have been scheduled to work for your Contributing Employer but for your FMLA leave, up to a maximum of 501 Hours of Service, to the extent necessary to avoid a Break in Service provided you return to work with your Contributing Employer following your FMLA leave. However, if your Contributing Employer is required to make contributions to the Plan on your behalf for such hours, all such hours will be credited to you for Vesting Service.

- **“Plan Year”** means the 12-month period beginning on each January 1 and ending on each December 31.
- **“Retire” or “Retirement”** means your termination of employment (including Covered Employment, Non-Covered Employment and Suspendible Employment) with your Employer and all Contributing Employers after you have satisfied the requirements to receive benefits under the Plan.
- **“Retirement Date”** means the date as of which you elect to Retire under the Plan and begin to receive your Retirement benefit.
- **“Suspendible Employment”** - See the section of this SPD, “Suspension of Benefits” for a description of the type of employment that constitutes Suspendible Employment.

### **What does Year of Service mean?**

The number of your completed Years of Service is used to determine your eligibility for a benefit if you terminate employment before reaching Normal Retirement Age. You earn a Year of Service for each Plan Year during which you complete at least 1,000 Hours of Service.

From time to time the Board of Trustees may enter into reciprocal agreements with trustees of a separate pension plan affiliated with a Teamster union for the purpose of preserving Years of Service earned by participants. (See the section of this SPD, “Reciprocal Service” for more information.)

### **Can my Years of Service be lost or cancelled?**

If you have at least five (5) consecutive one-year Breaks in Service prior to the time your benefits are vested, you will lose the Years of Service that you earned.

If you terminate your employment and then return before incurring five (5) consecutive one-year Breaks in Service, your prior service will be reinstated upon your completion of a Year of Service after your return to Covered Employment. However, if you had at least five (5) consecutive one-year Breaks in Service prior to your return to Covered Employment and you had no vested rights to your benefit when you left, your prior Years of Service will not be restored.

If your service is counted under a reciprocal agreement, different rules apply to you. Contact the Pension Fund Office if you want information regarding those prior rules and/or the special rules for reciprocal agreements.

# Benefits

## **How much will my Contributing Employer contribute to my Plan Account?**

When you became a Plan Participant, the Board of Trustees established a bookkeeping Account in your name. For each Plan Year that you are eligible to share in contributions, your Contributing Employer will contribute to your Account an amount equal to the amount provided under the collective bargaining agreement in effect for that Plan Year.

In addition to Contributing Employer contributions made to your Account, your Account will be adjusted monthly for investment gains and/or losses and expenses of the Plan until it is distributed to you or your beneficiary.

You will earn a nonforfeitable right to your Account in accordance with the Plan's vesting schedule. (See the section of this SPD, "Vesting.")

## **Will I receive a Statement about the value of my Account?**

You will receive an Annual Employee Benefit Statement. The purpose of the Statement is to:

- provide basic Participant information to allow you to make corrections or updates as necessary;
- detail the contributions made by your Contributing Employer during the past calendar year, if any; and
- show the changes in your Account from the beginning of the prior calendar year through the end of that year.

If you have any questions regarding your Statement, you should contact the Pension Fund Office.

## **Are there limits on how much my Contributing Employer can contribute to my Account each year?**

Generally, the law imposes a maximum limit on the amount of contributions you may receive under the Plan. This limit applies to all contributions the Contributing Employer makes on your behalf and any other amounts allocated to any of your accounts (excluding rollover contributions) during the Plan Year, excluding earnings. For the 2008 Plan Year, this total cannot exceed the lesser of \$46,000.00 or 100% of your annual compensation. The dollar limit is subject to annual adjustment in accordance with IRS regulations.

## **Can I contribute part of my salary to the Plan?**

No. Benefits paid from the Plan and the administrative costs associated with the operation of the Plan are funded entirely by contributions from the Contributing Employers and the Plan's investment income. Participants are not permitted to make pre-tax or after-tax contributions to the Plan.

## **Can I make a rollover contribution to the Plan?**

Yes. If you receive a lump sum distribution from another qualified plan (including a Section 403(b) or 457 plan) of a former employer or you have an Individual Retirement Account ("IRA") funded solely with rollover monies from another qualified plan (including a Section 403(b) or 457

plan), you may apply to the Plan Administrator and request that the money be rolled over into this Plan. If the Plan Administrator determines that this money meets the definition of an “eligible rollover distribution” as specified by the IRS, the money may be transferred into your Account. You cannot roll over amounts you contributed to an employer plan, tax-sheltered annuity arrangement or IRA on an after-tax basis. Once the money is transferred into this Plan, it becomes subject to the provisions of the Plan.

Your rollover contribution will be held in your Rollover Contribution Account to which will be credited any amount you roll over to the Plan from a conduit IRA or another employer plan, adjusted for investment gains and/or losses and expenses. Rollover Contribution Accounts do not share in any reallocation of forfeitures. You are always fully vested in your Rollover Contribution Account.

## Vesting

### **When do I become vested in my benefit?**

Generally, you are fully vested in your Account under the Plan when you are credited with at least five (5) Years of Service. In compliance with a recent change to federal law, the Plan will fully vest any contributions from the Contributing Employers to which you are entitled for Plan Years beginning on or after January 1, 2007 when you are credited with at least three (3) Years of Service. However, if before you become vested, you incur at least five (5) consecutive one-year Breaks in Service, you will lose the Years of Service you earned. However, you are always fully vested in your Rollover Contribution Account. (See the question, “Can I make a rollover contribution to the Plan?”) If you are fully vested in your Account at your termination of employment, you will be entitled to a Normal Retirement Benefit at your Normal Retirement Age (age 57).

In addition, if

- you have not incurred five (5) or more consecutive one-year Breaks in Service at your Normal Retirement Age (age 57), or
- you die with an Account balance under the Plan, or
- you are totally and permanently disabled and you meet the criteria to receive a Disability Retirement Benefit as described in the section of this SPD, “Disability Benefits,”

you will also have a fully vested interest in your Plan Account, regardless of the number of Years of Service you have completed.

*Please note:* prior to January 1, 2004, the Plan’s Normal Retirement Age was the earlier of (i) the date you attained age 57 and were credited with at least five (5) Years of Service or (ii) the later of the date you attained age 57 or the date that was the fifth anniversary of the first day of the Plan Year in which you became a Participant.

### **What happens to the non-vested portion of a terminated Participant’s Account balance?**

The non-vested portion of a terminated Participant’s Account balance remains in the Plan and is subject to forfeiture. Forfeitures may be used by the Plan to pay administrative expenses.

## **Eligibility for and Amount of Benefits**

### **When can I begin receiving benefits under the Plan?**

The value of your vested Account (and your Rollover Contribution Account, if any), will be paid or begin to be paid to you when you (or your surviving spouse or beneficiary) apply to receive your benefits:

- at your Early or Normal Retirement, or, effective June 1, 2006, at your Special Retirement Date;
- after you become totally and permanently disabled, as determined by the Social Security Administration; or
- if you should die. In the event of your death (if you are an active Participant or you did not incur at least five (5) consecutive one-year Breaks in Service as of the date of your death), your benefits will be paid (i) to your surviving spouse if you are married at your death, or (ii) to your beneficiary if either you are not married at your death, or you were married at your death and your spouse waived his or her right to receive your benefits in accordance with the provisions of the Plan.

### **Does the Plan permit in-service withdrawals or loans?**

No, the Plan does not permit in-service withdrawals or loans. Except for the minimum distributions that may become payable if you continue to work beyond age 70½, you must Retire (see definition of “Retire” on page 6) in order to receive payment of your Plan Account.

### **When am I eligible for a Normal Retirement Benefit?**

You can receive a Normal Retirement Benefit if you Retire on or after your Normal Retirement Date and if you are not working in Suspendible Employment (See the section of this SPD, “Suspension of Benefits”). Your Normal Retirement Date is the first day of the month coincident with or next following your attainment of your Normal Retirement Age (age 57).

### **What will my Normal Retirement Benefit be?**

You will be entitled to receive the balance of your vested Account (including your Rollover Contribution Account, if any) as of the Valuation Date coincident with or next following both your Normal Retirement Date and the date the Board of Trustees approves your application for benefits. However, if you elect to roll over your distribution, the amount you receive will be the balance of your vested Account as of the Valuation Date coincident with or next following the date when the Pension Fund Office receives and processes the information necessary to make the rollover, if that date is later than the date the Board of Trustees approves your application for benefits. A Valuation Date is the last day of each month, or any special date designated by the Board of Trustees.

### **When am I eligible for an Early Retirement Benefit?**

You can receive an Early Retirement Benefit if you Retire on your Early Retirement Date and if you are not working in Suspendible Employment (See the section of this SPD, “Suspension of Benefits”). Your Early Retirement Date is the first day of the month coincident with or next following your termination of Covered Employment and the earlier of (i) your attainment of age

55 and your completion of at least 20 Years of Service or (ii) your completion of at least 30 Years of Service (regardless of your age).

**What will my Early Retirement Benefit be?**

You will be entitled to receive the balance of your vested Account (including your Rollover Contribution Account, if any) as of the Valuation Date coincident with or next following both your Early Retirement Date and the date the Board of Trustees approves your application for benefits. However, if you elect to roll over your distribution, the amount you receive will be the balance of your vested Account as of the Valuation Date coincident with or next following the date when the Pension Fund Office receives and processes the information necessary to make the rollover, if that date is later than the date the Board of Trustees approves your application for benefits. A Valuation Date is the last day of each month, or any special date designated by the Board of Trustees.

**When am I eligible for a Special Retirement Benefit?**

You can receive a Special Retirement Benefit if you (i) Retire on your Special Retirement Date, (ii) are not working in Suspendible Employment (See the section of this SPD, "Suspension of Benefits"), and (iii) are a participant in the Defined Benefit Plan. Your Special Retirement Date is the first day of the month following the date you terminate employment with an employer that is obligated to contribute to the Defined Benefit Plan, provided you qualify for the Rule of 82 to 85 Benefit under the Defined Benefit Plan. In addition, you must not have taken a prior distribution of any part of your Account, unless it was ordered under the terms of a Qualified Domestic Relations Order, or a minimum required amount was distributed to you because you continued working beyond age 70½.

**What will my Special Retirement Benefit be?**

Upon the transfer of your entire vested Account (excluding your Rollover Contribution Account, if any) to the Defined Benefit Plan, you will be entitled to the applicable monthly benefit for which you qualify from the Defined Benefit Plan under the Rule of 82 to 85 Benefit. However, if you do not elect to transfer your entire vested Account to the Defined Benefit Plan, you will be entitled to payment of your entire vested Account (including your Rollover Contribution Account, if any) under this Plan in any one of the forms of payment provided under this Plan, except the Monthly Installment Payments option and the Lump Sum Payment option.

**What benefit will I receive if I Retire after my Normal Retirement Date?**

If you Retire after your Normal Retirement Date, you will be entitled to receive the balance of your vested Account (including your Rollover Contribution Account, if any) as of the Valuation Date coincident with or next following both your Deferred Retirement Date and the date the Board of Trustees approves your application for benefits. Your Deferred Retirement Date is the first day of the month following your actual Retirement.

However, you must begin receiving the minimum required amount from the Plan if you continue working beyond age 70½, in which case your Retirement benefit will begin to be paid to you no later than the April 1 of the calendar year following the calendar year in which you reach age 70½. The Pension Fund Office will notify you if you are required to receive a minimum distribution.

**If I terminate employment, can I receive a benefit prior to my Early Retirement Date, Special Retirement Date, or Disability Retirement Date?**

No. Since the benefit you earn under this Plan is intended to provide financial support when you Retire, you will not be permitted to receive payment of your vested Account until you qualify for either an Early Retirement Benefit, a Special Retirement Benefit, a Disability Retirement Benefit, or a Normal Retirement Benefit. While an inactive Participant, your vested Account will continue to share in the investment gains and/or losses and expenses of the Plan, and you will continue to receive annual statements regarding the value of your Account.

However, if you have a Rollover Contribution Account, and you terminate service before becoming vested, you may request a distribution of your Rollover Contribution Account at your termination of employment.

## **Disability Benefits**

**What happens if I become disabled?**

If you are not vested, but you are unable to work because you are totally and permanently disabled and you became totally and permanently disabled while working in Covered Employment or prior to the date that is 18 months after the last day on which you were credited with an Hour of Service, you will be eligible to receive a Disability Retirement Benefit, provided at the time you apply for a Disability Retirement Benefit you are determined to be “totally disabled” by the Board of Trustees. You will be determined to be “totally disabled” by the Board of Trustees if, due to injury or sickness, you are totally and permanently incapable of performing gainful employment as determined by the Social Security Administration, and you are not otherwise actively working at any job or occupation for gain.

In the event you suffer from a terminal illness which, within a reasonable degree of medical certainty, is likely to result in your death within 12 months of your application for a Disability Retirement Benefit, and your Account has not been forfeited and you are eligible to receive Social Security Disability benefits at the time of your application for a Disability Retirement Benefit, the 18-month requirement will be waived on your behalf. In order to substantiate your terminal illness, you must submit a diagnosis in writing from a licensed physician qualified to practice in the medical specialty of your illness. This diagnosis will be subject to a review by a physician selected by the Board of Trustees.

On the other hand, if you leave Covered Employment with a fully vested interest in your Account and you subsequently become “totally disabled,” as determined by the Social Security Administration, prior to your Normal Retirement Date or Early Retirement Date, you may also apply for a Disability Retirement Benefit.

Your Disability Retirement Benefit will be equal to the value of your Account (plus your Rollover Contribution Account, if any) valued as of the Valuation Date following the Board of Trustees’ approval of your application for a Disability Retirement Benefit.

Payment of your Disability Retirement Benefit will begin as soon as administratively practicable following your filing of an application for this benefit and the Board of Trustees’ determination that you have met the requirements for such benefit, but in no event will your Disability Retirement Benefit become payable prior to the date as of which you become entitled to receive

Social Security Disability benefits. You must provide the Pension Fund Office with a copy of your Social Security Notice of Award in its entirety, or your claim for a Disability Retirement Benefit will be denied.

Your Disability Retirement Benefit will be paid in any of the forms available under the Plan, subject to written spousal consent, if applicable (See the section of this SPD, “Form of Payment”).

Payment of your Disability Retirement Benefit will end as of the earlier of:

- your death,
- your recovery from your total disability, or
- the full payment of the balance of your Account.

If you die while receiving the Disability Retirement Benefit, your spouse or beneficiary will be paid the remaining balance of your Account, if any.

## **Reciprocal Service**

### **What is Reciprocal Service?**

Reciprocal Service is service with one or more other pension plans affiliated with Teamster union(s) that is recognized under this Plan, through a reciprocal agreement, either for satisfying your eligibility for a benefit or vesting. If you have service with one or more other Teamster pension plans, please notify the Pension Fund Office six (6) months in advance of the time you plan to Retire so that they can determine whether or not the service qualifies as Reciprocal Service.

A reciprocal agreement is an agreement between two or more multiemployer plans, under which service with any signatory to the agreement is recognized for purposes such as:

- vesting service, or
- fulfilling minimum service requirements for benefit entitlement (eligibility service).

The goal of reciprocal agreements is to ensure that members maximize their ability to vest in their retirement benefits no matter how many different plans they might participate in during their careers. Under a reciprocal agreement, each participating plan separately calculates and pays the benefit owed to the participant under the terms of its plan.

### **What Reciprocal Service is recognized under the Plan?**

Reciprocal Service is recognized for vesting and satisfying your eligibility for a benefit. Depending on the terms of any reciprocal agreement that applies to your service under one or more other Teamster pension plans, your Reciprocal Service may count toward your vesting. If you have service with another Teamster pension plan, please notify the Pension Fund Office so that they can determine whether or not it qualifies as Reciprocal Service.

### **How can Reciprocal Service affect my Plan benefit?**

If you vest in this Plan by adding your Reciprocal Service to the Vesting Service that you earned under this Plan, then this Plan will award you your entire Account. You should check with any



plan that reciprocates with this Plan in order to determine whether reciprocity affects the benefit you will receive from that other plan.

Reciprocal Service minimizes the possibility that members will fail to achieve a vested interest in receiving a benefit from any and all Teamster pension plans into which they may have had contributions made during their working career.

For example, consider a member who has worked a total of 15 years within the jurisdiction of three different Teamster plans, accruing ten years in the first plan, two years in the second and three years in this Plan. While his ten years in the first plan would fully vest him in his accrued benefit there, in the absence of a reciprocal agreement, he would not have achieved vesting in either the second plan or this Plan (with respect to pre-2006 Plan Year contributions). However, if all three of the plans have reciprocal agreements, they would each recognize the combined service in all three plans – 15 years – for vesting purposes, and he could receive a benefit from all three plans.

## Form of Payment

### How will my benefit be paid to me?

There are two normal forms of benefit payments. If you are unmarried when your payments commence, your benefit automatically will be paid in the form of a Single Life Annuity, unless you elect to receive your benefit in one of the optional forms of payment available under the Plan.

If you are married when your payments commence, your benefit will be paid in the form of a Qualified Joint and 50% Survivor Annuity, unless you elect to have your benefit paid in any of the optional forms of payment described below, subject to written spousal consent. You may also elect to have your benefit paid in the form of a Qualified Joint and 75% Survivor Annuity or a Qualified Joint and 100% Survivor Annuity, without the consent of your spouse. Amounts paid in the form of a Qualified Joint and 50% Survivor Annuity, a Qualified Joint and 75% Survivor Annuity, or a Qualified Joint and 100% Survivor Annuity are actuarially equivalent to the amounts you would have been paid under the form of a Single Life Annuity.

***If, when you elect to receive your benefit, your Account balance is \$1,000.00 or less, your benefit will be paid in a single cash payment rather than in annuity payments. If your Account balance exceeds \$200.00, you may be eligible to transfer your distribution directly to an Individual Retirement Account (IRA), another employer's qualified plan, Code Section 403(b) plan or Code Section 457 plan. (See the section of this SPD, "How are my benefits taxed?")***

### What is a Single Life Annuity?

Under this form of payment, your Account (including your Rollover Contribution Account, if any) will be used to purchase an annuity from an insurance company that will provide you with a benefit that will be paid to you in equal monthly payments for your lifetime. When you die, payments will cease.

### **What is a Qualified Joint and 50% Survivor Annuity?**

Under this form of payment, your Account (including your Rollover Contribution Account, if any) will be used to purchase an annuity from an insurance company that will provide you with a monthly benefit which pays a reduced benefit during your lifetime. If you predecease your spouse, he or she will receive monthly payments equal to 50% of the monthly amount payable during your lifetime. These payments will be made to your surviving spouse for your spouse's lifetime.

### **What is a Qualified Joint and 75% Survivor Annuity?**

Under this form of payment, your Account (including your Rollover Contribution Account, if any) will be used to purchase an annuity from an insurance company that will provide you with a monthly benefit which pays a reduced benefit during your lifetime. If you predecease your spouse, he or she will receive monthly payments equal to 75% of the monthly amount payable during your lifetime. These payments will be made to your surviving spouse for your spouse's lifetime.

### **What is a Qualified Joint and 100% Survivor Annuity?**

Under this form of payment, your Account (including your Rollover Contribution Account, if any) will be used to purchase an annuity from an insurance company that will provide you with a monthly benefit which pays a reduced benefit during your lifetime. If you predecease your spouse, he or she will receive monthly payments equal to 100% of the monthly amount payable during your lifetime. These payments will be made to your surviving spouse for your spouse's lifetime.

### **What other optional forms of payment are available under the Plan?**

Depending upon your personal situation, you may wish to waive the automatic form of payment and receive your benefit according to one of the options described below. If you are married, you must have the written consent of your spouse to receive benefits in an optional form of payment. A notary public must witness this consent. If necessary, you can request that a notary public at the Pension Fund Office witness the consent. If you believe that it will not be possible to obtain your spouse's consent because of circumstances beyond your control, contact the Pension Fund Office for information as to how this situation may affect your ability to elect an optional form of payment.

The options available under the Plan are as follows:

- **Single Life Annuity.** Under this form of payment, your Account (including your Rollover Contribution Account, if any) will be used to purchase an annuity from an insurance company that will provide you with a benefit that will be paid to you in equal monthly payments for your lifetime. When you die, payments will cease.
- **Monthly Installment Payments.** Under this form of payment, you select the period, not to exceed 20 years, over which substantially equal installment payments will be made until your Account (including your Rollover Contribution Account, if any) is paid in full. The period you select must provide for monthly payments of at least \$125.00 or 1/240<sup>th</sup> of the balance of your Account (including your Rollover Contribution Account, if any), whichever is greater. If you elect this form of payment, you will be permitted once each calendar year to increase the amount of your monthly payment (including an election to receive the remaining balance in a lump sum payment) or reduce the number of years over which payments are to be made in the future.

- **Lump Sum Payment.** Under this form of payment, you will receive the balance of your Account (including your Rollover Contribution Account, if any) in a single sum. If you elect this form of payment, you may either take the amount in cash, roll it over to an IRA or an “eligible retirement plan,” or take it in a combination of cash and rollover.

If you elect to take a partial lump sum payment and the remaining balance in installments, the amount you elect to be paid in a partial lump sum cannot be greater than 50% of your Account balance based on the most recent valuation. Also, under this option, the monthly installment amount cannot be greater than 1/12<sup>th</sup> of the remaining Account balance. If you elect to take installment payments over a period of less than 10 years, the installment payments can also be rolled over to an IRA or an “eligible retirement plan.” (See the section of this SPD, “How are my benefits taxed?”)

- **Trustee to Trustee Transfer.** There are two (2) Trustee to Trustee Transfer options available to you if you meet the conditions described below. Note: these options are not available to you if you have ever made a withdrawal from your Account – except for payments made pursuant to a Qualified Domestic Relations Order or because you receive a minimum distribution due to your attainment of age 70½.

1. If you are a participant in the Defined Benefit Plan, and your Contributing Employer made contributions to the Defined Benefit Plan on or after January 1, 2003, and you qualify for the Combined Minimum Monthly Benefit under the Defined Benefit Plan, you may request that your Account (excluding your Rollover Contribution Account, if any) be transferred to the Defined Benefit Plan through a trustee to trustee transfer.

Your transferred amount will then be converted to an actuarially equivalent benefit from the Defined Benefit Plan (calculated using the UP 1984 Mortality Table and an interest rate of 7%) paid in the form of a Single Life Annuity with 36 Months Certain, or, if you are married, an actuarially equivalent Qualified Joint and Survivor Annuity (as such terms are defined under the Defined Benefit Plan).

2. If you are a participant in the Defined Benefit Plan, and you qualify for the Rule of 82 to 85 Benefit under the Defined Benefit Plan, you may request that your Account (excluding your Rollover Contribution Account, if any) be transferred to the Defined Benefit Plan through a trustee to trustee transfer.

Your transferred amount will then be converted to an actuarially equivalent benefit from the Defined Benefit Plan (calculated using the UP 1984 Mortality Table and an interest rate of 7%) paid in the form of a Single Life Annuity with 36 Months Certain, or, if you are married, an actuarially equivalent Qualified Joint and Survivor Annuity (as such terms are defined under the Defined Benefit Plan).

You can obtain further information regarding the payment choices available for your benefit, including estimates of monthly amounts under various options, by contacting the Pension Fund Office.

## **Death Benefits**

### **What happens if I die after I have started to receive my Retirement benefit?**

If you die after your Retirement benefit payments have begun, any benefit payable on account of your death will be determined by the form of benefit you elected before your death.

## **What happens if I die before I have started to receive my Retirement benefit?**

The Plan provides an automatic Pre-Retirement Survivor Annuity to your spouse (equal to 100% of your Account balance), provided you did not forfeit your Account prior to your death. Your spouse will be entitled to receive this benefit in the form of a Single Life Annuity. However, if the value of your benefit is \$1,000.00 or less, your benefit will automatically be paid in a single cash payment rather than in monthly installments. Alternatively, your spouse can elect to receive this benefit in the form of Monthly Installment Payments or a Lump Sum Payment.

If you are married and you wish to designate a non-spouse beneficiary for your Pre-Retirement death benefit, you must complete a Designation of Beneficiary Form and your spouse must give written consent to your designation. This consent must also be notarized.

If you are single when you die before Retirement and you did not forfeit your Account prior to your death, your beneficiary will receive 100% of your Account balance in a Lump Sum Payment.

Please contact the Pension Fund Office for the necessary Designation of Beneficiary Form. You can also download a copy of the Designation of Beneficiary Form at [www.centralpateamsters.com](http://www.centralpateamsters.com). Regardless of the method you use to obtain the Form, your Designation of Beneficiary Form must be filed with the Pension Fund Office.

In the event that you die without having completed and filed a valid Designation of Beneficiary Form with the Pension Fund Office, your death benefit will be paid to your spouse, or, if you are single, to the duly appointed executor or administrator of your estate. However, if the value of your death benefit does not exceed \$7,500.00 and no estate has been raised, and there is no named beneficiary or spouse at your death, your death benefit will be payable to the person who pays your funeral expenses as soon as practicable following the Board of Trustees receipt of the proof of payment of such expenses.

If the total amount of your death benefit exceeds \$7,500.00 and you die without a surviving spouse or named beneficiary, then your benefit will be paid to the following individuals: (i) your surviving children in equal shares, if none, then to (ii) your surviving grandchildren in equal shares, if none, then to (iii) your surviving parents in equal shares, if none, then to (iv) your surviving brothers and sisters in equal shares, if none, then to (v) any individual who can provide acceptable documentation to the Board of Trustees that such individual paid your funeral-related expenses or expenses associated with your last illness or your living expenses during the last year of your life.

In the event your surviving spouse dies before receiving the full amount of your Account balance, the remainder of your Account balance will be paid in a single sum to your surviving spouse's designated beneficiary, or if none, to your surviving spouse's then spouse, or if none, to your surviving spouse's estate. However, if the remaining value of your Account balance does not exceed \$7,500.00 and no estate has been raised, and there is no named beneficiary or spouse at your surviving spouse's death, the benefit will be payable to the person who pays your surviving spouse's funeral expenses as soon as practicable following the Board of Trustees receipt of the proof of payment of such expenses.

If the total amount of your remaining Account balance exceeds \$7,500.00 and your surviving spouse dies without a surviving spouse or named beneficiary, then the benefit will be paid to the following individuals: (i) your spouse's surviving children in equal shares, if none, then to (ii)

your spouse's surviving grandchildren in equal shares, if none, then to (iii) your spouse's surviving parents in equal shares, if none, then to (iv) your spouse's surviving brothers and sisters in equal shares, if none, then to (v) any individual who can provide acceptable documentation to the Board of Trustees that such individual paid your spouse's funeral-related expenses or expenses associated with your spouse's last illness or your spouse's living expenses during the last year of life.

Payment of the death benefit will be made as soon as practicable following the Board of Trustees' receipt of notification of a Participant's death and their approval of the application for such death benefits. However, if the beneficiary is the Participant's surviving spouse, the spouse may defer payment until the date on which the Participant would have reached age 70½.

## **Applying for and Payment of Benefits**

### **When will I begin receiving benefits?**

Generally, benefits will begin within 90 days after you file a written application for a pension application which is provided by the Pension Fund Office.

### **How do I apply for my benefits?**

You (or your spouse/beneficiary in the case of your death) may apply for benefits by contacting the Pension Fund Office at least three (3) months prior to the date you elect to Retire, or at least six (6) months when you have reciprocal service with another Teamsters pension plan.

### **How do I elect to receive a form of payment?**

When you contact the Pension Fund Office to begin the Retirement process, you will be sent a Request for Pension Application Package. You will be required to complete several forms, which include a Request for Pension Application, a new Designation of Beneficiary Form, a Declaration of Retirement Form and a Seniority Form, if applicable. You will also be required to submit legible copies of a birth certificate or baptismal certificate as proof of age for yourself and your spouse, if applicable. Under certain limited circumstances, when a birth certificate is not available, the Pension Fund Office may accept an alternate legal document as proof of age. If you are married, you will also need to submit a legible copy of your marriage certificate. Under certain circumstances, you may be requested to provide proof that you are entitled to receive benefits.

Within several weeks of the receipt of your properly completed paperwork, you will be sent an Application for Retirement Benefits. This Application will allow you to choose the form of payment you desire, and the date as of which payments will commence. The Pension Fund Office requests that this Application be completed not more than 60 days prior to the date you elect to Retire. However, effective for distributions made on or after January 1, 2008, the Plan provides you with a maximum of 180 days to make your benefit election beginning from the date you receive your Application for Retirement Benefits from the Pension Fund Office. If, after reviewing the Application, you have questions regarding your benefit options or how to complete the Application, you should contact the Pension Fund Office and a representative from the Pension Fund Office will be available to answer your questions. You may also contact the

Pension Fund Office to schedule an appointment with a representative to assist you in completing your final Application.

### **What if my claim for benefits is denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, you will be provided with a written notification of the Plan's adverse determination. This written notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Pension Fund Office, unless it is determined that special circumstances require an extension of time for processing your claim. If it is determined that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The written notice of any adverse benefit determination will contain the following information:

- the specific reason(s) that your claim is denied;
- reference to specific Plan provisions on which the denial is based;
- a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- a description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement regarding your right to bring action under Section 502(a) of ERISA following an adverse benefit determination on review.

### **Review of claim denial**

You or your representative have a right to file a written request for review of a claim denial within 60 days after receiving written notification that your claim was denied (or, if applicable, within 60 days after the date on which such denial is considered to have occurred). Your failure to file a written request for a review of a claim denial within the time limit noted in the preceding sentence will constitute a waiver of your right to appeal.

In making decisions on review, the Board of Trustees will have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The Board of Trustees will have the fullest discretion allowed by law: (i) to construe and interpret all Plan provisions, including ambiguous provisions; (ii) to construe and interpret all documents, provisions, rules and regulations, and procedures of the Plan and Trust Agreement; and (iii) to determine all questions of eligibility for benefits. In addition, the Board of Trustees will have full and exclusive discretionary authority to determine and decide all questions of fact as well as the application of the terms of the Plan and the law to the facts. Any such determination or construction made by the Board of Trustees will be binding upon all of the parties and beneficiaries to the maximum extent permitted by law, and shall not be overturned by a court unless it is arbitrary and capricious.

You or your representative may present written statements that explain why you believe your benefit claim should be paid, including documents, records, and other information that is

relevant to your claim for benefits. The Board of Trustees will provide you or your representative, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information that is relevant to your claim for benefits. Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination. You have the right to request a hearing before the Claim Review Committee, either in person or by telephone conference.

The Board of Trustees will provide you with written notification of the Plan's benefit determination on review. The Board of Trustees must reach a final decision at its next regularly scheduled meeting following receipt of your review request, unless such request is received less than 30 days prior to such meeting, in which case the final decision must be rendered no later than at the second regularly scheduled meeting following receipt of your review request. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the receipt of your review request. If such an extension of time is required because of special circumstances, the Board of Trustees will provide you with a written notification of the extension, describing the special circumstances and the date on which the benefit determination will be made, prior to the commencement of the extension. The Board of Trustees will notify you of the benefit determination as soon as possible, but not later than five (5) days after the benefit determination is made.

In the case of an adverse benefit determination on review, the written notification will set forth:

- the specific reason or reasons that your claim was denied;
- reference to the specific Plan provisions on which the denial is based;
- a statement that 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; and
- a statement regarding your right to bring action under Section 502(a) of ERISA.

If you are dissatisfied with the claim decision on review, you may appeal the decision to arbitration with the Voluntary Labor Arbitration Rules of the American Arbitration Association. In order to do so, you must submit a written request for arbitration to the Board of Trustees within 60 days of your receipt of the Board of Trustees' written decision. The administration fees of the American Arbitration Association and the arbitrator's fees will be paid equally by the appealing party and the Plan, unless the arbitrator, in his award, assesses such fees against either party.

If you request arbitration, the decision of the arbitrator will be final and binding on the Board of Trustees and the appealing party.

If you do not request arbitration, the Board of Trustees' decision on review is final and binding on all parties. To the greatest extent allowed by law, the Board of Trustees will take the position that this arbitration is your exclusive remedy. If you believe your rights have been violated, you may bring an action under Section 502(a) of ERISA. You may not bring action under Section 502(a) of ERISA until you have exhausted the appeals procedures described above or, if earlier, if the Plan substantially fails to comply with the claims procedure rules set forth in Department of Labor Regulation Section 2560.503-1.

### **What happens if I am incapacitated or if my benefit is payable to a minor beneficiary?**

Should the Board of Trustees find that you are incapable (for reasons such as illness, infirmity, or other incapacity) of receiving benefits to which you are entitled, they may make the payments directly to a person who has power of attorney to act on your behalf or who has papers that establish his or her guardianship over your affairs.

If your beneficiary is a minor and the total amount of your death benefit is less than \$3,000.00, the Board of Trustees may make payment to the minor's parent, legal guardian or any custodian permitted to receive the benefit under the Uniform Transfers to Minors Act. If your death benefit equals or exceeds \$3,000.00, payment will be made to the minor's parent, legal guardian or such other person as a court of competent jurisdiction may direct.

### **How are my benefits taxed?**

Under current law, you defer paying federal income taxes on all contributions to the Plan until your Account balance is distributed. Investment earnings accumulating in the Plan also avoid taxation until they are paid out to you. Generally, distributions from the Plan are subject to income taxes, and regulations require that Federal income tax be withheld at 20% except as provided below.

If your distribution is made in the form of a lump sum, you may be eligible to transfer your distribution directly to an Individual Retirement Account ("IRA"), another employer's qualified plan, Code Section 403(b) plan, or Code Section 457 plan, provided such plan accepts the rollover. Such transfers may be accomplished without being subject to federal income tax until you receive a distribution from the IRA or plan.

In addition, the Plan will not withhold the automatic 20% for federal income tax if you receive your benefit in an annuity or installment amounts over a period in excess of 10 years, and you elect not to have withholding by completing IRS Form W-4P to that effect. If your benefits are paid in the form of an annuity or installment amounts over a period in excess of 10 years, and you fail to complete and return an IRS Form W-4P to the Pension Fund Office, the Plan will withhold federal income tax from your benefit payments at the rate for a married person claiming three (3) withholding allowances.

Your benefit payments may also be subject to state income tax. State tax laws vary from state to state and may differ for individuals depending on their circumstances.

In the event of your death, amounts paid to your beneficiary are subject to tax withholding. If your spouse is your beneficiary, and your spouse elects to receive a lump sum distribution, your spouse may be eligible to transfer his or her distribution directly to an Individual Retirement Account (IRA), another employer's qualified plan, Code Section 403(b) plan, or Code Section 457 plan, provided such plan accepts the rollover. Such transfers may be accomplished without being subject to federal income tax until your spouse receives a distribution from the IRA or plan. In addition, effective January 1, 2007, if your beneficiary is not your spouse and payment is made to your beneficiary in the form of a lump sum distribution, your beneficiary may be eligible to request a direct trustee to trustee transfer from the Plan to an inherited IRA that is established in your name as the deceased IRA owner for the benefit of your beneficiary. Your beneficiary will receive more information regarding these options from the Pension Fund Office.

In addition, generally distributions that are made prior to your attainment of age 59½ are also subject to an additional penalty tax equal to 10% of the amount of your distribution includable in



your gross income. The 10% penalty tax will not apply to distributions made (i) after your separation from service with a Contributing Employer during or after the year in which you attain age 55, (ii) after your separation from service and in a series of payments made over your life expectancy (or the joint life expectancy of you and your beneficiary), (iii) on account of your disability, (iv) to your beneficiary, (v) to an alternate payee under a Qualified Domestic Relations Order, or (vi) on account of certain tax levies or liens against you under the Plan.

Tax laws are frequently changed and this SPD does not explain all of the federal and state tax rules on payments from this Plan. Before you receive a distribution from the Plan, you should consult your tax advisor concerning your tax liability. Additional information will be given to you (or your beneficiary) concerning withholding of income tax when you (or your beneficiary) apply for your Retirement benefit.

### **What about my Social Security retirement benefits?**

The Social Security retirement benefits to which you may be entitled are payable in addition to any benefits provided under this Plan. It is impossible to determine the exact amount you will receive until you actually apply for a Social Security retirement benefit. Your local Social Security office can give you an estimate of what your Social Security benefit may be at your retirement, based on present Social Security benefits.

### **Can my benefit be assigned to another person?**

No. Benefits cannot be sold, assigned, or pledged to anyone, nor can they be used as security for a loan. Furthermore, they generally are not subject to attachment or execution under any judgment or decree of a court prior to distribution. Under certain circumstances, your benefits can be attached for a federal tax levy or lien.

There is an exception, however, to this general rule. The Board of Trustees must honor a Qualified Domestic Relations Order issued by a court or administrative agency that obligates you to pay child support or alimony, or otherwise allocates a portion of your Plan benefits to your spouse, former spouse, child or other dependent.

## **Qualified Domestic Relations Orders**

The Board of Trustees may be required by law to recognize obligations you incur for child support or alimony payments. The Board of Trustees must honor a Qualified Domestic Relations Order that meets legal requirements and is issued by a court or administrative agency that obligates you to pay child support or alimony, or otherwise allocates a portion of your vested benefit under the Plan to your spouse, former spouse, child, or other dependent.

You may obtain a copy of the Plan's procedures for determining whether a court order is a Qualified Domestic Relations Order by contacting the Pension Fund Office. You can also download a copy of the procedures at [www.centralpateamsters.com](http://www.centralpateamsters.com).

## **Suspension of Benefits**

If you are receiving benefits and you begin to work in Suspendible Employment, the Plan will stop payment of your benefits during the time you work in Suspendible Employment. In

addition, the Plan will not commence paying your benefit if you are still working in Suspendible Employment prior to age 70½. Before the Plan will suspend your benefit payments, it will provide you with a suspension notice (hand delivered or sent by first class mail) during the first calendar month in which your payments are suspended.

### **What is Suspendible Employment?**

In order for employment to be considered “Suspendible Employment” your employment or self-employment must:

- be in the same industries in which employees covered by the Plan are employed at the time your benefits commence or would commence but for these suspension rules; and
- be in a trade or craft or using skills with which you worked prior to your Retirement, whether or not you are working in a union or non-union position, and whether or not you are working in a supervisory role with respect to such trade or craft; and
- be located in the same geographic area in which contributions were made or required to be made by any Contributing Employer to the Plan; and
- consist of a calendar month in which you are paid or entitled to be paid for at least 56 hours.

### **How does the Plan know that I am working in Suspendible Employment?**

If you Retire and collect benefits from the Plan, you are required to notify the Pension Fund Office in writing if you start to work (or are self-employed) for any business that does work similar to that of any Employer who contributes to the Plan.

If you fail to notify the Pension Fund Office, and it is later discovered that you are working, the Plan may temporarily suspend your benefits pending further investigation, even if you are working 56 or fewer hours or even if the Plan otherwise would not be entitled to suspend your benefits.

It will be your obligation to provide the Pension Fund Office with sufficient information to determine whether your benefits should be temporarily suspended. The Pension Fund Office may also send you an Annual Employment Certification through which you will be asked to certify, under penalties of perjury, that you are not working in Suspendible Employment in order to continue to receive your benefit payments. If you fail to return the Annual Employment Certification to the Pension Fund Office by the date requested, your benefits will be suspended. You can download a copy of the Plan’s Suspension of Benefits Policy at [www.centralpateamsters.com](http://www.centralpateamsters.com), or you can request a copy of the Policy from the Pension Fund Office.

### **How do I know if I am working in Suspendible Employment?**

Before taking a position of employment or self-employment that may cause the Plan to temporarily suspend your benefits, you should write to the Pension Fund Office and get a decision about whether or not the position would cause your benefits to be suspended. Please provide the Pension Fund Office specific information regarding your specific set of circumstances. The Pension Fund Office would require your name and address, the last four digits of your Social Security number, the specific duties you expect to perform, the number of hours per week you expect to work, the positions you held and specific duties performed while you were a Participant in the Plan. The Pension Fund Office may provide you with an information form to be completed

and returned that will request this specific type of information. Once the form is completed and returned to the Pension Fund Office, the information provided will be reviewed and a determination will be rendered regarding your case.

### **How and when do my benefits restart?**

If your benefits are suspended, you should notify the Pension Fund Office in writing as soon as you stop working in Suspendible Employment, or when you reach age 70½ so that your benefits can be reinstated. Upon receipt of such notice, the Plan will resume your monthly benefits no later than the first day of the third calendar month after the calendar month in which you ceased to work in Suspendible Employment.

### **What if I want to appeal the suspension of my benefits?**

If at any point your benefits are suspended, and you believe that the Board of Trustees made an incorrect determination on your case, you have the right to file an appeal. You should submit your claim within 60 days of the suspension by writing a letter to the Pension Fund Office. In the letter, please explain why you believe that your benefits should not have been suspended.

After you submit your appeal, a Claim Review will be scheduled for the next available Claim Review Hearing date. The Claim Review Committee reports its findings to the Board of Trustees for their final decision. The Board of Trustees' decision will be made in writing not later than 60 days after the date of the Claim Review Hearing or by the next scheduled Board of Trustees' Meeting, except where special circumstances exist and an extension is required. A notice of such extension will be made in writing to you by the Board of Trustees.

Keep in mind that the Board of Trustees has the discretionary authority to determine the facts and to apply Plan rules to the facts. It is your responsibility to supply complete and accurate information to the Claim Review Committee to support your appeal regarding the suspension of benefits that has occurred.

## **Circumstances That Can Affect Your Benefit**

Under certain conditions, your benefit may be denied, reduced or suspended. These conditions include the following:

1. If you are no longer in Covered Employment, you will cease to earn Vesting Service unless you transfer to another position with your Contributing Employer which is not in Covered Employment or you earn vesting service under a reciprocal agreement recognized under this Plan. You may not receive your benefit from this Plan until you are no longer employed under the conditions described in the section of this SPD, "Suspension of Benefits."
2. If your Covered Employment terminates by resignation or discharge before you have completed five (5) Years of Vesting Service (three (3) Years of Vesting Service for contributions made to the Plan for 2007 or later Plan Years) , and you do not return to work before incurring at least five (5) consecutive one-year Breaks in Service, your Retirement benefit will be forfeited, subject to your rehire, as more fully described in the section of this SPD, "Can my Years of Service be lost or cancelled?"
3. The investment results of the Plan may decrease the value of your Account.

4. Federal law permits payment of all or a portion of your benefit to another person, provided such payment is made to comply with a Qualified Domestic Relations Order (“QDRO”) relating to child support, alimony, or marital property rights payments, or to comply with a federal tax levy or lien.
5. If you do not provide the Board of Trustees with your most recent address and you cannot be located, the Board of Trustees may be unable to distribute your benefit to you. It is very important that you notify the Pension Fund Office of any address changes made by you or your beneficiary.
6. If you fail to make proper application for your benefit or fail to provide necessary information, the Board of Trustees may be unable to distribute your benefit to you.
7. See the section of this SPD, “Suspension of Benefits” to determine if your reemployment or your continued employment after your Normal Retirement Date may cause your Retirement benefit payments to be suspended.
8. Your Contributing Employer will no longer make contributions to your Account at the end of the applicable collective bargaining agreement. If you have not earned five (5) Years of Service (three (3) Years of Vesting Service for contributions made to the Plan for 2007 or later Plan Years) at the time your Contributing Employer ceases to have an obligation to contribute to the Plan, you will lose your Years of Service unless you commence working in Covered Employment under the Defined Benefit Plan prior to incurring five (5) consecutive one-year Breaks in Service.

## **Amendment and Termination of the Plan**

The Board of Trustees reserves the right to amend the Plan. Except for unusual circumstances permitted under applicable law, the rights of Participants, pensioners, and beneficiaries cannot be adversely affected by any amendment.

The Board of Trustees also has the right to terminate the Plan at any time in accordance with the Trust Agreement.

If the Plan is terminated, the benefit that you have already accrued will become vested to the extent there are sufficient assets in the Plan to pay them.

## **Your Rights Under ERISA**

As a Participant in the Central Pennsylvania Teamsters Retirement Income Plan 2000, 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:

1. Examine, without charge, at the Plan Administrator’s office, and other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Plan Administrator, copies of the documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements,

and a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

3. 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.
4. Obtain a statement telling you whether you have a right to receive a benefit under the Plan at your Normal Retirement Age (age 57) and, if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a 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.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 Plan benefit or exercising your rights under ERISA.

If your claim for a Plan 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 make a written request for 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 case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied, in whole or in part, you may file suit in a state or federal court, after you have exhausted your administrative remedies under the Plan. In addition, if you disagree with the Plan's decision concerning the qualified status of a domestic relations order, you may file suit in a federal court, after you have exhausted your administrative remedies under the Plan. If your claim has been ignored and you have been prevented from exhausting your administrative remedies under the Plan, you may file suit in federal court without using the Plan's claims review procedures.

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 if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and

responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**How can I obtain additional information about the Plan?**

Should you have any questions concerning the Plan, you should contact the Pension Fund Office. Simply call or write to:

Joseph J. Samolewicz, Administrator  
Central Pennsylvania Teamsters Pension Fund

P.O. Box 15223  
Reading, PA 19612-5223

610 320-5505  
Toll-free in PA 800 343-0136  
Toll-free in USA 800 331-0420