

# CENTRAL PENNSYLVANIA TEAMSTERS

## RETIREMENT INCOME PLAN 1987



### SUMMARY PLAN DESCRIPTION

*As in effect on  
January 1, 2022*

**ISSUED 2023**



**Central Pennsylvania Teamsters  
Retirement Income Plan 1987**

**Summary Plan Description**

**As in effect on January 1, 2022**

**Issued 2023**

# **To All Participants Covered Under The Central Pennsylvania Teamsters Retirement Income Plan 1987**

We are pleased to present you with this Summary Plan Description (this “SPD”), which provides a descriptive summary of the Central Pennsylvania Teamsters Retirement Income Plan 1987 (the “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 September 30, 2022 and replaces the Summary Plan Description and each Summary of Material Modifications previously distributed for the Plan. In general, this SPD applies to individuals who were Participants (whether active or inactive) in the Plan on or after January 1, 2022, including individuals whose Accounts were transferred to the Plan in connection with the merger of the Central Pennsylvania Teamsters Retirement Income Plan 2000 (the “RIP 2000”) into the Central Pennsylvania Teamsters Retirement Income Plan 1987 (the “RIP 1987”).

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 this SPD does not address your particular situation, or in the event of any discrepancies between this 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 that 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 fifteen (15) calendar days of your written request. A reasonable fee may be charged for the photocopying of any documents that are given to you. You can also download a copy of this SPD at [www.centralpateamsters.com](http://www.centralpateamsters.com).

***Important Note:*** *If you believe you are entitled to a benefit that you have not received or if you disagree with any determination made by the Plan Administrator or the Board of Trustees regarding your benefit (such as the amount of your benefit or how it is calculated), you may submit a claim for benefits under the Plan. However, the time period during which you may submit a claim for benefits (including the time period to bring suit after exhausting the Plan’s claims and appeals procedures) is limited. If you fail to make a timely claim for benefits or you fail to timely appeal a denied claim, you may lose your right to those benefits. For important information regarding the process for submitting a claim for benefits and the deadlines for submitting such a claim, including the deadline for filing a claim in court, please see the section of this SPD titled “Applying for and Payment of Benefits.”*

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

*You now have access to the MyRetirement website through <https://cpat.cbiz.com/>.  
The site allows you to model and compare estimates of your Plan benefit with  
information provided instantaneously.*

## **The Board of Trustees**

# Table of Contents

<b>General Information Concerning Your Plan.....</b>	<b>1</b>
Plan Sponsor and Plan Administrator .....	1
Pension Fund Office.....	2
Employer Identification Number and Plan Number .....	3
Plan Year.....	3
Agent for Service of Legal Process .....	3
Type of Plan .....	3
Contributing Employers .....	3
Investments.....	4
Contributions .....	4
Information about Your Benefit.....	4
Contact Information, Plan Communications and Account Security .....	4
<b>Participation and Service .....</b>	<b>5</b>
When do I become a Participant in the Plan? .....	5
How is my service counted under the Plan?.....	5
What does Year of Service mean? .....	7
Can my Years of Service be lost or cancelled?.....	7
<b>Benefits.....</b>	<b>8</b>
How much has my Contributing Employer contributed to my Plan Account?.....	8
Will I receive a Statement about the value of my Account? .....	8
Can I contribute part of my salary to the Plan?.....	8
Can I make a rollover contribution to the Plan?.....	9
<b>Vesting.....</b>	<b>9</b>
When do I become vested in my benefit?.....	9
What happens to the non-vested portion of a terminated Participant's Account balance? .....	10
<b>Eligibility for and Amount of Benefits.....</b>	<b>10</b>
When can I begin receiving benefits under the Plan? .....	10
Does the Plan permit in-service withdrawals or loans? .....	10
When am I eligible for a Normal Retirement Benefit? .....	10
What will my Normal Retirement Benefit be?.....	11
When am I eligible for an Early Retirement Benefit? .....	11
What will my Early Retirement Benefit be? .....	11
When am I eligible for a Special Retirement Benefit?.....	11
What will my Special Retirement Benefit be? .....	12
What benefit will I receive if I Retire after my Normal Retirement Date? .....	12
If I terminate employment, can I receive a benefit prior to my Early Retirement Date, Special Retirement Date, or Disability Retirement Date? .....	12
<b>Disability Benefits .....</b>	<b>12</b>
What happens if I become disabled?.....	12
<b>Reciprocal Service.....</b>	<b>14</b>
What is Reciprocal Service? .....	14
What Reciprocal Service is recognized under the Plan?.....	14
How can Reciprocal Service affect my Plan benefit? .....	14
<b>Form of Payment.....</b>	<b>15</b>
How will my benefit be paid to me? .....	15
What is a Single Life Annuity? .....	15

What is a Qualified Joint and 50% Survivor Annuity? .....	15
What is a Qualified Joint and 75% Survivor Annuity? .....	15
What is a Qualified Joint and 100% Survivor Annuity? .....	16
What other optional forms of payment are available under the Plan? .....	16
Repayments .....	18
<b>Death Benefits .....</b>	<b>18</b>
What happens if I die after I have started to receive my Retirement benefit? .....	18
What happens if I die before I have started to receive my Retirement benefit? .....	19
<b>Applying for and Payment of Benefits .....</b>	<b>20</b>
When will I begin receiving benefits? .....	20
How do I apply for my benefits? .....	21
How do I elect to receive a form of payment? .....	21
What if my claim for benefits is denied? .....	21
Review of claim denial .....	22
What if my claim for disability benefits is denied? .....	24
Review of disability claim denial .....	25
What happens if I am incapacitated or if my benefit is payable to a minor beneficiary? .....	28
How are my benefits taxed? .....	28
What about my Social Security retirement benefits? .....	30
Can my benefit be assigned to another person? .....	30
What happens to benefits when the Participant or Beneficiary cannot be located? .....	30
<b>Qualified Domestic Relations Orders .....</b>	<b>30</b>
<b>Suspension of Benefits .....</b>	<b>31</b>
What is Suspendible Employment? .....	31
How does the Plan know that I am working in Suspendible Employment? .....	31
How do I know if I am working in Suspendible Employment? .....	32
How and when do my benefits restart? .....	32
What if I want to appeal the suspension of my benefits? .....	32
<b>Circumstances That Can Affect Your Benefit .....</b>	<b>32</b>
<b>Amendment and Termination of the Plan .....</b>	<b>33</b>
<b>Your Rights under ERISA .....</b>	<b>33</b>
How can I obtain additional information about the Plan? .....	35

# General Information Concerning Your Plan

## Plan Sponsor and Plan Administrator

The Plan Sponsor and Plan Administrator are the Board of Trustees, which is made up of five (5) Union Trustees selected by Teamsters 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 Trustees serve without pay from the Plan and presently include:

Union Trustees	Employer Trustees
William M. Shappell Chairman Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610	Daniel W. Schmidt, Secretary Transport Employers Association c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Kevin M. Bolig Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610	Mark Gladfelter YRC Freight c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Jim Geise Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610	Kenneth A. Ross United Parcel Service c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
Edgar H. Thompson Teamsters Local Union No. 776 2552 Jefferson Street Harrisburg, PA 17110-2505	Bryan A. Swaim ABF Freight System, Inc. c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610
(VACANT)	(VACANT)

As the Plan Administrator, the Board of Trustees is charged with carrying out the provisions of the Plan. It reserves the right to interpret the terms and provisions of the Plan. In the discharge of its duties, the Board of Trustees is aided and advised 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.

In the event of any discrepancies between this SPD and the official text of the Plan and Trust Agreement, the official Plan text and/or Trust Agreement will govern. Any capitalized terms that are used in this SPD that are not defined in this SPD shall have the meaning given them in the Plan. 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 the 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 009.

## **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 contributions made to the Plan are credited to the individual bookkeeping Accounts established by the Board of Trustees for all Participants. In addition to 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.

It is also a money purchase pension plan, which means that Plan benefits generally 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 the Participant or beneficiary is entitled.

## **Contributing Employers**

The Plan is funded by Employer contributions 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.

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 that 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 fifteen (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, if available.

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 investment managers and monitoring the performance of the Plan's investments.

## **Contributions**

Contributions made to the Plan on your behalf are the payments required to be made by a Contributing Employer, Union or Fund to the Plan pursuant to the terms of a Collective Bargaining Agreement, Participation Agreement or the Trust Agreement under which the Employer is contributing.

## **Information about Your Benefits**

*You now have access to the MyRetirement website through <https://cpat.cbiz.com/>. The site allows you to model and compare estimates of your Plan benefits with information provided instantaneously.*

## **Contact Information, Plan Communications and Account Security**

The Pension Fund Office may not automatically receive notice of your address change or other change in your contact information, including if you are no longer employed with a Contributing Employer. To ensure you receive all Plan communications and that your benefits can be paid in a timely manner, it is very important that you update your contact information and beneficiary designations with the Pension Fund Office periodically, including when such information changes.

It is critical that you take steps to ensure the security of your Plan account. This includes, among other things, using a strong password for accessing your Plan account through the MyRetirement website. It is also important that you are careful when using public Internet networks that impose security risks, and are sensitive to the risk of phishing attacks that might attempt to trick you into sharing your passwords, account numbers, and sensitive information.

# Participation and Service

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

If you are an eligible employee, you 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 was 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 thirteen (13) weeks as a condition of participation, nor could 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 Employer Contributions, until your entire vested benefit is paid to you.

If you were a participant in the RIP 2000 only and your account balance under that Plan was transferred to the Plan as of December 31, 2009, you became a new participant in the Plan as of the date of the merger.

Effective January 1, 2020, the Trustees have adopted a plan amendment that allows certain bargaining parties to apportion part of the contributions paid to the Pension Fund to the Plan. This amendment only applies to any Employer that on or after January 1, 2020 contributes to the Pension Fund at a rate of more than \$11.545 per hour or \$2,001.13 per month. Any such bargaining parties may allocate some or all of the contributions paid in excess of those amounts to the Plan. All other contributions paid must go to the Central Pennsylvania Teamsters Amended and Restated Defined Benefit Plan (the “Defined Benefit Plan”).

Effective April 1, 2020, the Trustees adopted a plan amendment that allows Dairy Farmers of America to allocate contributions for its bargaining unit employees to the Plan.

## 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 the 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 2000 or the Defined Benefit Plan on your behalf. Service that 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 forty (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 that 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 that 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 services, 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
  - all Hours of Service under the Defined Benefit Plan (including Hours of Service prior to the effective date of the Plan) and under the RIP 2000, provided that you are an Employee. You will not be credited with Hours of Service under the Plan more than once with respect to the same period of service; 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 resignation, 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 that 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 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 twelve (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 and you have made an application to receive those benefits.
- **"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 with those other Teamster pension plans. (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 has my Contributing Employer contributed 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 is required to contribute to your Account an amount equal to the amount provided under the collective bargaining agreement in effect for that Plan Year. The amount that your Contributing Employer contributes on your behalf is credited to your bookkeeping Account.

In addition to Contributing Employer 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.

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; and
- show the changes in your Account from the beginning of the prior calendar year through the end of that year.

Please note that you can also access your Account balance on a monthly basis via the Pension Fund Web Portal, once you have registered as a user through the Fund's website: [www.centralpateamsters.com](http://www.centralpateamsters.com).

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

### **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, and have never been, 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 the 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, a tax-sheltered annuity arrangement or an IRA on an after-tax basis. Also, if you were a non-spouse beneficiary of a lump sum payment of a death benefit from another plan, you cannot roll over that payment to the Plan. Once the money is transferred into the 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?**

You are fully vested in your Account under the Plan when you are credited with at least five (5) Years of Service. However, if before you are vested, you incur at least five (5) consecutive one-year Breaks in Service, you will lose the Years of Service you earned. If your Employer made contributions on your behalf with respect to Plan Years beginning after December 31, 2006, those contributions will be fully vested when you are credited with at least three (3) Years of Service.

However, you are always fully vested in your Rollover Contribution Account. (See the question above, “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 are 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 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;
- if you should die; or
- at any time on or after the April 1 following the calendar year in which you attain age 72.

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.

When the Plan refers to the status of "married" it refers to couples who were legally married in the state in which the marriage was entered into, regardless of the married couple's state of domicile.

### **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 72, 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 twenty (20) Years of Service, or (ii) your completion of at least thirty (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 82-85 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 ("QDRO"), or a minimum required amount was distributed to you because you continued working beyond age 72.

### **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 82-85 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 the Plan in any one of the forms of payment provided under the Plan, except the Monthly Installment Payments option and the Lump Sum Payment (including partial single-sum payments) 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 72, 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 72. If you reached age 70½ prior to January 1, 2020, you were required to commence benefits by April 1 of the calendar year following the year in which you reached 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 the 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 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 eighteen (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 only if you submit to the Board of Trustees proof that you are entitled to a Social Security Disability Benefit. 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. In order to continue to receive Disability benefits, the Board of Trustees may require you to submit proof of your continued entitlement to the Social Security Disability Benefit.

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 twelve (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 eighteen (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. The Board of Trustees will take into consideration the diagnoses of both physicians when making its determination of your eligibility for a Disability Benefit under the Plan.

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 a Teamster union(s) that is recognized under the Plan, through a reciprocal agreement, for either 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 it 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 it can determine whether it qualifies as Reciprocal Service.

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

If you vest in the Plan by adding your Reciprocal Service to the Vesting Service that you earned under the Plan, then the Plan will award you your entire Account. You should check with any plan that reciprocates with the Plan in order to determine whether reciprocity affects the benefit you will receive from that other plan. If the other reciprocating plan refuses to participate in a partial pension for your benefit, the Plan will treat any service that you had with the other reciprocating plan in the manner required by law.

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.

# Form of Payment

## How will my benefit be paid to me?

If you are unmarried when your payments commence and your Account balance exceeds \$1,000.00, your benefit automatically will be paid in the form of a Single Life Annuity, unless you elect to receive your benefits in one of the optional forms of payment available under the Plan.

If you are married when your payments commence and your Account balance exceeds \$1,000.00, 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 “Lump Sum Payment” as described in the section below titled “What other optional forms of payment are available under the Plan?” This includes the option to roll your Account balance over to an IRA or an “eligible retirement plan” or take it in a combination of a lump sum cash payment and rollover.

If, when you elect to receive your benefit, your Account balance is less than \$200.00, your benefit will be paid in a single cash payment.

## 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 that pays a reduced benefit during your lifetime. If you predecease your spouse, your spouse 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 that pays a reduced benefit during your lifetime. If you predecease your spouse, your spouse 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 that pays a reduced benefit during your lifetime. If you predecease your spouse, your spouse 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 twenty (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 1/240th 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, or any portion of your balance, in a lump sum payment, provided that the amount you request in the form of a lump sum is not less than \$1,000.00) which reduces 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 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 1/12th of the remaining Account balance. If you elect to take installment payments over a period of less than ten (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 three (3) 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 QDRO or because you have received a minimum distribution due to your attainment of age 72.

1. If you are a participant in the Defined Benefit Plan, and you qualify for the Combined Minimum Monthly Benefit under the Defined Benefit Plan, you may request that your Account balance (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 Additional Alternative Benefit (as described under the Defined Benefit Plan), you may request that the portion of your Account contributed by your Contributing Employer on your behalf through February 28, 2002 (excluding your Rollover Contribution Account, if any) – that does not exceed your Base Level of contribution (plus earnings allocable thereto) under the Defined Benefit Plan – be transferred to the Defined Benefit Plan through a trustee to trustee transfer.

Your transferred amount will then be used to increase the Past Service benefit you had otherwise accumulated under the Defined Benefit Plan so that you will be deemed to have accumulated vesting and benefit service through February 28, 2002 under the Defined Benefit Plan at the same rate and under the same conditions that existed as of the effective date of your participation in the Plan.

3. If you are a participant in the Defined Benefit Plan, and you qualify for the Rule of 82-85 Benefit under the Defined Benefit Plan, you may request that your Account balance (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).

- **Payment of a Portion of your Account.** If you are eligible to receive a distribution of your Account and you have not reached the date when your payments must begin to be



made, you may elect to receive a portion of your Account, expressed in a dollar amount, in the form of a single-sum payment.

If you are married, spousal consent will be required to permit the partial payment of your Account. Such consent will apply only to the partial payment, and the remaining undistributed portion of your Account will remain payable in the form of a Qualified Joint and Survivor Annuity.

Thereafter, once each calendar year, you may again elect to receive another new partial payment of your Account, expressed in a dollar amount, in the form of a single-sum payment. If you are married, spousal consent will be required to permit the new partial payment of your Account. Such consent will apply only to this partial payment, and the remaining undistributed portion of your Account will remain payable in the form of a Qualified Joint and Survivor Annuity.

Please note that if you elect a partial distribution of your Account, the Plan's distribution provisions, death provisions and mandatory distribution provisions will continue to apply to the remaining undistributed balance of your Account. However, if you did not elect the monthly installment option in conjunction with your first partial distribution, that form of payment is no longer available to you, although you may continue to elect future partial payments each year as described above.

This partial payment option is not available to Participants who elect a distribution of their Accounts at their Special Retirement Dates.

This partial payment option is available to Beneficiaries and Alternate Payees, but the spousal consent requirement described above does not apply to them.

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.

## **Repayments**

If you or your beneficiary receives a payment from the Plan in an amount in excess of the amount due, you will be required to return the amount of the overpayment to the Fund as soon as possible after you have been notified to make such repayment. The Plan is legally required to charge you interest on the amount of the overpayment. In the event that you or your beneficiary fail to make such repayment, and the Trustees decide to take legal action to recoup the erroneous payment, with appropriate interest, you or your beneficiary also may incur the costs of collection, including reasonable attorneys' fees. The Trustees reserve the right to recoup the erroneous payment together with interest by taking any corrective action permitted by law, including, but not limited to, offsetting the amount due to the Plan from future benefits payable to you or to your beneficiary.

## **Death Benefits**

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

If you commenced your benefit in the form of an annuity (whether in the form of a Single Life Annuity or a Joint and Survivor Annuity), at death your benefit will cease or continue to be paid in accordance with the terms of such annuity.

If you elected to transfer your benefit to the Defined Benefit Plan in a trustee to trustee transfer, at death your benefit will cease or continue to be paid in accordance with the terms of the Defined Benefit Plan.

If you did not commence your benefit in the form of an annuity or transfer your benefit to the Defined Benefit Plan in a trustee to trustee transfer, and at death you have a remaining Account balance:

- If you are married, your spouse may elect to receive the remaining benefit in any applicable form under the section titled “Form of Payment” above, subject to the limitations set for Account balances of \$1,000.00 or less and \$200.00 or less.
- If you are unmarried and designated a beneficiary, your non-spouse beneficiary shall receive the remaining benefit in the form of a Lump Sum Payment, as described above, subject to the limitations set for Account balances of \$1,000.00 or less and \$200.00 or less.

### **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. Alternatively, your spouse can elect to receive this benefit in the form of Monthly Installment Payments or a Lump Sum Payment (including partial single-sum payments). However, if the value of your benefit is \$1,000.00 or less, your benefit will be paid in a single cash payment rather than in monthly installments.

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.

If you die on or after January 1, 2007 while performing qualified military service, you will be treated as if you had been reemployed and immediately thereafter terminated employment due to your death for purposes of determining your beneficiary's entitlement to the Pre-Retirement death benefit, provided you would have had reemployment rights under the federal law known as USERRA at your death.

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 and no estate has been raised, then your benefit will be paid to the following individuals: (i) your surviving children in equal shares, or, if none, then to (ii) your surviving grandchildren in equal shares, or, if none, then to (iii) your surviving parents in equal shares, or, if none, then to (iv) your surviving brothers and sisters in equal shares, or, 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 and no estate has been raised, then the benefit will be paid to the following individuals: (i) your spouse's surviving children in equal shares, or, if none, then to (ii) your spouse's surviving grandchildren in equal shares, or, if none, then to (iii) your spouse's surviving parents in equal shares, or, if none, then to (iv) your spouse's surviving brothers and sisters in equal shares, or, 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 Pension Fund Office's receipt of notification of a Participant's death and its approval of the application for such death benefits. If the beneficiary is not the Participant's surviving spouse, payment of the death benefit must be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death. 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 72.

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

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

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

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

You may apply for benefits by filing an application at the Pension Fund Office. To make sure your benefit payments are not delayed, you should file an application at least three (3) months before the date you want your benefit payments to begin. However, if your benefit is affected by a reciprocal agreement, you should file your application at least six (6) months before the date you want your benefit payments to begin. The rules of the Plan require that your application be filed in advance, and you are urged to file as soon as you decide on your intended retirement date. Early filing will help avoid delays in the processing of your application and payment of benefits. Application forms are available at the Pension Fund Office. When applying for your benefit, you may be requested to provide proof that you are entitled to receive benefits.

## **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 or baptismal 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. In order to properly complete your paperwork, please be sure to sign your name exactly as it is listed on your birth certificate or your Social Security card if your current legal name differs from the name on your birth certificate. 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 sixty (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 one hundred eighty (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 (including a request for a decision regarding the amount of and eligibility for a future benefit) 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, the Pension Fund Office will provide you with a written notification of the Plan's adverse determination. (See the question below, "What if my claim for disability benefits is denied?" for the specific procedures relating to disability claims.) This written notification must be provided to you within a reasonable period of time, but not later than ninety (90) days after

the receipt of your claim by the Pension Fund Office, unless the Pension Fund Office determines that special circumstances require an extension of time for processing your claim. If the Pension Fund Office determines 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 ninety (90) day period. In no event will such extension exceed a period of ninety (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 with the Pension Fund Office for review of a claim denial within sixty (60) days after receiving written notification that your claim was denied (or, if applicable, within sixty (60) days after the date on which such denial is considered to have occurred). The Pension Fund Office may waive the sixty (60) day requirement in appropriate cases.

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.

Upon request and for no charge, the Pension Fund Office will provide you, your authorized representative, or both, with reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits. The Pension Fund Office will refer your claim for review to the Claims Review Committee ("CRC") appointed by the Board of Trustees. The CRC will consist of at least one Trustee. The CRC may request the aid of legal counsel and other advisors to the Plan to provide advice and/or attend hearings during its review of your claim for benefits.

You, your authorized representative, or both, may present written statements to the CRC that present facts or arguments in favor of granting your claim. Or, you may request a telephone conference with the CRC. The CRC meets once a month based on a set schedule. Your claim review will take place during the meeting as soon as practicable following receipt of your review of the claim denial. If there is not enough time for the CRC to prepare to review your claim at its next meeting, the review will be placed on the next month's schedule. You will be notified of the meeting during which the CRC will address your claim for review.

Upon reviewing all of the facts and applicable Plan provisions, the CRC will make a recommendation to the Trustees concerning the resolution of your claim review.

In making decisions on review, the Trustees will have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The 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 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 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.

The Trustees will provide you with written notification of the Plan's benefit determination on review. The 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 thirty (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 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 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, and 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 DOL Regulation Section 2560.503-1, you may pursue one of two options. First, you and the Trustees may mutually agree to resolve your claims dispute through binding arbitration. If you and the Trustees enter into such agreement, the result of that arbitration will bind you and the Plan to the fullest extent permitted by law. Second, if you and the Trustees do not agree to binding arbitration, then you may pursue your legal remedies under Section 502(a) of ERISA. Both of these options are discussed below.



- Binding Arbitration

If you wish to pursue binding arbitration, you must submit a written request for arbitration to the Trustees. If the Trustees agree to binding arbitration, the dispute will be decided under the Employee Benefit Claim Rules of the American Arbitration Association. In order to do so, you must submit a written request for arbitration to the Trustees following your receipt of the Trustees' written decision. The question presented to the arbitrator will be whether in the case presented, the Trustees (i) committed an error upon an issue of law, (ii) acted arbitrarily or capriciously in the exercise of their discretion, or (iii) made finding of facts that were not supported by the evidence.

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 the arbitration award, assesses such fees against either party.

If you and the Trustees agree to binding arbitration, the decision of the arbitrator will be final and binding upon you and the Plan to the fullest extent permitted by law.

- Legal Remedies under Section 502(a) of ERISA

If you do not wish to pursue binding arbitration, or if the Trustees do not agree to binding arbitration, then, once 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 DOL Regulation Section 2560.503-1, you may file suit under Section 502(a) of ERISA. Any such suit must be filed within the deadline established by applicable law.

Any such litigation must be filed within one calendar year of the date that you knew or should have known of the decision in the Claim Review, otherwise, any such litigation will be time-barred. The Trustees will provide the rules for determining whether particular litigation has been commenced with this one (1) year period. If you do not request arbitration or file suit under Section 502(a) of ERISA, the Trustees' decision on review is final and binding on all parties.

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

In the case of a claim for benefits due to your total disability, the Pension Fund Office will provide you with written notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Pension Fund Office. This period may be extended by the Pension Fund Office for up to thirty (30) days, provided that the Pension Fund Office both determine that such an extension is necessary due to matters beyond the Plan's control and notify you, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and the date by which the Pension Fund Office expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Pension Fund Office determines that, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Pension Fund Office notifies you, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Pension Fund Office expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved

issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least forty-five (45) days within which to provide the specified information.

The written notice of any adverse benefit determination must 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; and
- In the case of disability benefits:
  1. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  2. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge.

## **Review of disability claim denial**

You or your representative have a right to file a written request for review of a claim denial within one hundred eighty (180) days after receiving written notification that your claim was denied (or, if applicable, within one hundred eighty (180) 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 timeframe noted in the preceding sentence will constitute a waiver of your right to appeal.

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.

Upon request and for no charge, the Pension Fund Office will provide you, your authorized representative, or both, with reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits. The Pension Fund Office will refer your claim for review to the CRC appointed by the Board of Trustees. The CRC will consist of at least one Trustee. None of the members of the CRC who review your disability claim denial will have been part of the initial adverse benefit determination process nor a



subordinate of a person who made the initial adverse benefit determination. The CRC may request the aid of legal counsel and other advisors to the Plan to provide advice and/or attend hearings during its review of your claim for benefits.

You, your authorized representative, or both, may present written statements to the CRC that present facts or arguments in favor of granting your claim. Or, you may request a telephone conference at the next available meeting of the CRC. The CRC meets once a month based on a set schedule. Your claim review will take place during the meeting as soon as practicable following receipt of your review of the claim denial. If there is not enough time for the CRC to prepare to review your claim at its next meeting, the review will be placed on the next month's schedule. You will be notified of the meeting during which the CRC will address your claim for review.

Upon reviewing all of the facts and applicable Plan provisions, the CRC will make a recommendation to the Trustees concerning the resolution of your claim review.

In making decisions on review, the Trustees will have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The 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 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 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.

In addition to the claims review procedure described above, if your claim for benefits is due to your total disability, the claims review procedure provides that:

- Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
- In deciding an appeal of any adverse benefit determination that is based in whole or in part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the determination; and
- The health care professional engaged for purposes of a consultation in deciding an appeal of any adverse benefit determination will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Trustees will provide you with written notification of the Plan's benefit determination on review. The Trustees must reach a final decision at their next regularly scheduled meeting following receipt of your review request, unless such request is received less than thirty (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 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 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;
- A statement regarding your right to bring action under Section 502(a) of ERISA; and
- In the case of disability benefits:
  1. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  2. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge.
  3. The following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

If you are dissatisfied with the claim decision on review, and 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 DOL Regulation Section 2560.503-1, you may pursue one of two options. First, you and the Trustees may mutually agree to resolve your claims dispute through binding arbitration. If you and the Trustees enter into such agreement, the result of that arbitration will bind you and the Plan to the fullest extent permitted by law. Second, if you and the Trustees do not agree to binding arbitration, then you may pursue your legal remedies under Section 502(a) of ERISA. Both of these options are discussed below.

- Binding Arbitration

If you wish to pursue binding arbitration, you must submit a written request for arbitration to the Trustees. If the Trustees agree to binding arbitration, the dispute will be decided under the Employee Benefit Claim Rules of the American Arbitration Association. In order to do so, you must submit a written request for arbitration to the Trustees following your receipt of the Trustees' written decision. The question presented to the arbitrator will be whether in the case presented, the Trustees (i) committed an error upon an issue of law, (ii) acted arbitrarily or capriciously in the exercise of their discretion, or (iii) made finding of facts that were not supported by the evidence.

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 the arbitration award, assesses such fees against either party.

If you and the Trustees agree to binding arbitration, the decision of the arbitrator will be final and binding upon you and the Plan to the fullest extent permitted by law.

- Legal Remedies under Section 502(a) of ERISA

If you do not wish to pursue binding arbitration, or if the Trustees do not agree to binding arbitration, then, once 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 DOL Regulation Section 2560.503-1, you may file suit under Section 502(a) of ERISA. Any such suit must be filed within the deadline established by applicable law.

Any such litigation must be filed within one (1) calendar year of the date that you knew or should have known of the decision in the Claim Review; otherwise, any such litigation will be time-barred. The Trustees will provide the rules for determining whether particular litigation has been commenced within this one (1) year period. If you do not request arbitration or file suit under Section 502(a) of ERISA, the Trustees' decision on review is final and binding on all parties.

### **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, it 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 IRA, another employer's qualified plan, Code Section 403(b) plan, Code Section 457 plan or a Roth IRA, 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 ten (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 ten (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 currently applicable IRS default rate.

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 IRA, another employer's qualified plan, Code Section 403(b) plan, Code Section 457 plan or a Roth IRA, 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, if your beneficiary is not your spouse and payment is made to your beneficiary in the form of a lump sum distribution, your beneficiary will 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. If your non-spouse beneficiary does not elect a direct trustee to trustee transfer as described in the preceding sentence, payment of the death benefit will be subject to the mandatory 20% Federal income tax withholding. 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 QDRO, or (vi) on account of certain tax 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 the 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 the 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. You can also use Social Security's Retirement Estimator at its website, [www.socialsecurity.gov](http://www.socialsecurity.gov).

### **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 lien.

There is an exception, however, to this general rule. The Board of Trustees must honor a QDRO 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.

### **What happens to benefits when the Participant or Beneficiary cannot be located?**

It is important that the Pension Fund Office be notified immediately whenever you or your Beneficiary have a change of address. If a benefit cannot be paid solely because (i) the Fund cannot locate the recipient, after making reasonable and diligent efforts in accordance with rules and procedures established for such purpose by the Board of Trustees, or (ii) payment cannot be made because the recipient has failed to cash the payment check, the Board of Trustees will forfeit the benefit. However, no benefits shall be forfeited prior to the date the Participant would otherwise have reached April 1 of the calendar year following the calendar year in which the Participant attains or would have attained age 70½. If the Participant or Beneficiary is located or makes a claim for benefits after forfeiture by the Board of Trustees, the benefit will be reinstated, in an amount determined based on the actuarial adjustments defined in the Plan.

## **Qualified Domestic Relations Orders**

The Board of Trustees may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Board of Trustees must honor a QDRO 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 benefits under assets in 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 QDRO 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.

There are two exceptions to the suspension rules. Your benefits will not be suspended if:

- the Plan fails to provide notice of the suspension of your benefits, or
- you are age 70½.

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

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

- be in an industry 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 now working in a union or non-union position, and whether or not you are now 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 regardless of whether or not the Employer for which you are working contributes to the Plan; and
- consist of a calendar month in which you are paid or entitled to be paid for more than fifty-six (56) hours.

Effective November 1, 2018, the Fund will not suspend your benefits if:

- you Retire and work for an employer that contributes to this Fund, provided that you do not receive compensation for more than one hundred (100) hours per month.
- you Retire and work in any other capacity, provided that you have attained age 65 and do not receive compensation for more than eighty (80) hours per month.

### **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 contributed 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 fifty-six (56) or fewer hours or even if the Plan otherwise would not be entitled to suspend your Retirement benefits.

It will be your obligation to provide the Pension Fund Office with sufficient information to determine whether your benefits should be temporarily suspended. Periodically, 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 follow the same procedures as those described earlier in this SPD in the section "What if my claim for benefits is denied?"

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 immediately transfer to another position with your Contributing Employer that is not in Covered Employment or you earn vesting service under a reciprocal

agreement recognized under the Plan. You may not receive your benefit from the Plan until you are no longer employed under the conditions described in the section of this SPD, "Suspension of Benefits."

2. If you failed to accumulate the amount of Vesting Service to be vested in a benefit under the Plan and incurred a permanent break in service, your benefit will be forfeited.
3. If your Covered Employment terminates by resignation, discharge or death before you have completed five (5) Years of Vesting Service, and you do not return to work until after incurring five (5) or more 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?"
4. The investment results of the Plan may decrease the value of your Account.
5. Federal law permits payment of all or a portion of your benefit to another person, provided such payment is made to comply with a QDRO relating to child support, alimony, or marital property rights payments, or to comply with a federal tax lien.
6. If you do not provide the Pension Fund Office with your most recent address and you cannot be located, the Pension Fund Office 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.
7. If you fail to make proper application for your benefit or fail to provide necessary information, the Plan may be unable to distribute your benefit to you.
8. 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.

## **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 vested 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 Trust Fund to pay it.

## **Your Rights under ERISA**

As a Participant in the 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:

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 SPD. 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.
5. Obtain, on written request, a copy of the Plan's "periodic" financial reports. The Plan Administrator will make a reasonable charge for the copies of the full reports and the cost of postage, unless you request that the reports be transmitted to you electronically.

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 pension 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 thirty (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 that 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 the 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





## **CENTRAL PENNSYLVANIA TEAMSTERS PENSION FUND**

**In Pennsylvania:  
610-320-5505 • 1-800-343-0136 (Toll Free)  
Toll Free in USA: 1-800-331-0420**

**ISSUED 2023**