

**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**INDIANA TEAMSTERS PENSION FUND**  
**PENSION PLAN**

**Plan Number 001**

**Issued October, 2014**

## TABLE OF CONTENTS

	<u>Page</u>
<b>I. <u>INTRODUCTION</u></b> .....	1
<b>II. <u>CAUTION</u></b> .....	1
<b>III. <u>IMPORTANT DEFINITIONS</u></b> .....	2
<b>A.</b> Accrued Benefit .....	2
<b>B.</b> Administrator .....	2
<b>C.</b> Annuity Starting Date .....	2
<b>D.</b> Beneficiary .....	2
<b>E.</b> Break in Service .....	2
<b>F.</b> Compensation.....	2
<b>G.</b> Computation Period - Plan Year .....	2
<b>H.</b> Covered Service .....	3
<b>I.</b> Early Retirement Age.....	3
<b>J.</b> Early Retirement Benefit.....	3
<b>K.</b> Employee.....	3
<b>L.</b> Employer.....	3
<b>M.</b> ERISA .....	3
<b>N.</b> Hour of Service .....	3
<b>O.</b> Local Union.....	4
<b>P.</b> Non-Covered Service .....	4
<b>Q.</b> Normal Retirement Age .....	4
<b>R.</b> Normal Retirement Benefit.....	4
<b>S.</b> Participant .....	4
<b>T.</b> PBGC .....	4
<b>U.</b> Permanent Break in Service .....	4
<b>V.</b> Plan or Pension Plan.....	4
<b>W.</b> Plan Administrator .....	4
<b>X.</b> Plan Year.....	4
<b>Y.</b> Pre-Merger Benefit.....	4
<b>Z.</b> Retire or Retirement .....	4
<b>AA.</b> Sales Drivers Plan .....	4
<b>BB.</b> Spouse .....	4
<b>CC.</b> Terminate Employment.....	5
<b>DD.</b> Trust Fund .....	5
<b>EE.</b> Trustees .....	5
<b>FF.</b> Vested.....	5
<b>GG.</b> Vesting Service or Years of Vesting Service .....	5
<b>HH.</b> Years of Service .....	6

<b>IV.</b>	<b><u>PARTICIPATION</u></b> .....	6
	A. Initial Participation.....	6
	B. Ceasing to be a Participant.....	7
	C. Participation Upon Reemployment.....	7
<b>V.</b>	<b><u>RETIREMENT AND TERMINATION BENEFITS - CALCULATION AND TIMING</u></b> .....	7
	A. Normal Retirement Benefit.....	7
	B. Early Retirement Benefit.....	11
	C. Termination Benefit .....	12
	D. Refund of Employee Self Pay Contributions.....	13
	E. Retroactive Annuity Starting Date .....	14
	F. Disability Pension .....	14
<b>VI.</b>	<b><u>RETIREMENT AND TERMINATION BENEFITS - FORMS AND OPTIONS</u></b> .....	14
	A. Unmarried Participants.....	14
	B. Married Participants .....	14
	C. Optional Forms of Payment for Married Participants.....	15
	D. Lump Sum Payment of Termination or Retirement Benefit Not Exceeding \$1,000.....	16
<b>VII.</b>	<b><u>DEATH BENEFITS</u></b> .....	16
	A. Death After Retirement Age But Before Applying For a Benefit .....	16
	B. Death Before Retirement Age and Before Applying for a Benefit.....	16
	C. Death After Applying for a Benefit But Before Benefit Commences .....	17
	D. Death After You Begin Receiving Benefits.....	17
	E. When No Death Benefit Is Payable .....	17
	F. Timing of Payment of Survivor Benefits .....	17
	G. Post Retirement Death Benefit for Retirees Under the Sales Drivers Plan.....	17
	H. Lump Sum Payment of Death Benefit Not Exceeding \$5,000 .....	17
<b>VIII.</b>	<b><u>VESTING</u></b> .....	18
<b>IX.</b>	<b><u>MISCELLANEOUS</u></b> .....	18
	A. Contributions to the Plan.....	18
	B. Trust and Trust Fund.....	19
	C. Claims Procedure .....	19
	D. Administration.....	20
	E. Limitations on Benefits.....	20
	F. Amendment or Termination of the Plan.....	20
	G. Plan Benefits Insured by PBGC.....	20
	H. Assignment and Alienation of Benefits .....	21
	I. Information to be Provided .....	21

J.	Persons Who Are Incapacitated .....	21
K.	No Contract Created.....	21
L.	Right of Recovery .....	21
M.	Receipt and Release .....	22
N.	Forfeitures .....	22
O.	Special Military Service Benefits.....	22
<b>X.</b>	<b><u>ERISA RIGHTS</u></b> .....	<b>22</b>
A.	Your Rights Under the Plan .....	22
B.	Fiduciary Duties Owed to Participants .....	23
C.	Written Explanation for Denial of Benefits .....	23
D.	Enforcement of Your Rights .....	23
E.	Questions.....	23
<b>XI.</b>	<b><u>ADMINISTRATIVE INFORMATION</u></b> .....	<b>24</b>
A.	Name of Plan.....	24
B.	Plan Number.....	24
C.	Type of Plan .....	24
D.	Plan Sponsor and Administrator .....	24
E.	Employer Identification Number .....	24
F.	Agent for Legal Purposes.....	24
G.	Type of Administration .....	24
H.	Funding Entity.....	25
I.	Effective Date.....	25

## **I. INTRODUCTION**

The Board of Trustees of the Indiana Teamsters Pension Fund is pleased to provide you with a summary of your retirement benefits under the Indiana Teamsters Pension Fund Pension Plan ("Plan"). The Plan was originally effective as of September 1, 1989. Effective as of October 31, 2009, the Local 364 Sales Drivers and Industry Pension Fund ("Sales Drivers Plan") was merged into the Plan, and the terms and provisions of the Sales Drivers Plan were preserved with respect to benefits accrued as of October 31, 2009. The Plan assumed the obligation to pay the benefits accrued under the Sales Drivers Plan prior to October 31, 2009. To the extent required by law, the terms of the Sales Drivers Plan immediately prior to October 31, 2009 will continue to apply with respect to the Pre-Merger Benefits accrued under the Sales Drivers Plan. As a result of the merger, participants in the Sales Drivers Plan on October 30, 2009 became Participants in the Plan as of October 31, 2009.

The Plan is a multi-employer pension plan co-sponsored by the International Brotherhood of Teamsters Local 135 and the International Brotherhood of Teamsters Local 364 ("Local Unions") and several employers who have agreed to make contributions to the Pension Fund on behalf of their employees who are members of the Local Unions or other local Teamsters unions that the Trustees may allow to participate. To the extent your employer has made contributions to the Pension Fund, the Plan is designed to provide you, upon your retirement, with monthly income equal to a percentage of the contributions made upon your behalf by your employer. The longer your employer makes contributions to the Pension Fund for your work, the higher your benefit will be (but you must generally work at least 5 years for one or more participating employers before you will earn the right to receive a benefit).

The terms of the Indiana Teamsters Pension Fund Pension Plan are summarized in this Summary Plan Description ("Summary"). Any questions you might have about the Plan or this Summary should be addressed to the Board of Trustees at the Indiana Teamsters Pension Fund c/o Local Union No. 135, 1233 Shelby Street, Indianapolis, Indiana 46203.

## **II. CAUTION**

This Summary contains a *general* description of the principal provisions of the Plan effective on and after January 1, 2014. This Summary addresses the provisions of the Plan applicable to participants who commenced participation in the Plan as a result of the merger of the Sales Drivers Plan into the Plan on October 31, 2009; however, details regarding those benefits participants accrued prior to October 31, 2009 are described in a separate summary plan description for the Sales Drivers Plan. Participants who terminated or retired prior to January 1, 2009 under the Plan (or prior to October 31, 2009 under the Sales Drivers Plan) should refer to prior summaries for a description of the plan provisions that applied at the time of their termination or retirement.

The Plan document and Trust Agreement as adopted by the Board of Trustees are the only governing legal documents. *This Summary is not a part of the Plan and does not modify it or serve as an agreed interpretation of any provision of the Plan.* This Summary explains some

of the usual circumstances applicable to many of the Participants but does not cover unusual circumstances.

*You should not rely on this Summary Plan Description as creating any legal rights.* Any rights which you may have under the Plan are created solely by the written Plan and Trust documents which the Board of Trustees has adopted and which you may examine on request. This Summary Plan Description is only a summary and any differences between this Summary and the Plan document will be decided in favor of the Plan document and not by this Summary. This description does not affect your employment status in any way.

### **III. IMPORTANT DEFINITIONS**

Every effort has been made to avoid using "legal" terms in this Summary. However, certain words and phrases used in this Summary have a special meaning, as described in this section. Those special words and phrases will be capitalized each time they appear in this Summary.

- A. **Accrued Benefit.** Your monthly retirement benefit at your Normal Retirement Age or Early Retirement Age, calculated according to the formula in Part V(A)(1) or V(B)(1).
- B. **Administrator.** The Board of Trustees of the Indiana Teamsters Pension Fund.
- C. **Annuity Starting Date.** The first day for which any benefit is payable to you.
- D. **Beneficiary.** Your Spouse if you are married, unless you elect and your Spouse consents in writing to a different beneficiary. If you are not married, any one or more primary or contingent beneficiaries you designate, on the appropriate form, to receive any benefits on or after your death.
- E. **Break in Service.** Any Computation Period in which you complete fewer than 501 Hours of Service. If necessary to prevent a Break in Service for purposes of accruing Vesting Service, you will be credited with up to 501 Hours of Service for a pregnancy, maternity leave or adoption of a child. You will not incur a Break in Service for service in the armed forces for the United States or if you are unable to work due to a totally disabling injury or illness.
- F. **Compensation.** Compensation consists of: (i) an Employee's wages from a Participating Employer for the Plan Year; and (ii) all other payments of compensation to the Employee from a Participating Employer.
- G. **Computation Period - Plan Year.** Computation Periods are used to determine whether you have earned a year of Vesting Service or incurred a Break in Service. The first Computation Period begins on the date you first complete an Hour of Service and ends on the last day of the Plan Year, which is the calendar year. All other Computation Periods begin on January 1 and end on December 31.

- H. Covered Service.** Any service for which your Employer is required to make contributions to the Trust Fund on your behalf.
- I. Early Retirement Age.** For any Participant who has at least one Hour of Service prior to January 1, 2001, this is any age prior to your 65<sup>th</sup> birthday and after you have attained age 55 and been credited with ten (10) Years of Service. For any Participant who does not have at least one Hour of Service prior to January 1, 2001, including any participant who commenced participation in the Plan as a result of the merger of the Sales Drivers Plan into the Plan on October 31, 2009, this is any age prior to your 65<sup>th</sup> birthday and after you have attained age 57 and been credited with ten (10) Years of Service. However, if you accrued a Pre-Merger Benefit under the Sales Drivers Plan prior to October 31, 2009, your Early Retirement Age for that benefit will be determined as provided under the terms of the Sales Drivers Plan. The summary of the Sales Drivers Plan provides a description of the eligibility requirements for an early retirement pension which applies to any Pre-Merger Benefit.
- J. Early Retirement Benefit.** The monthly benefit you are entitled to under this Plan upon reaching your Early Retirement Age.
- K. Employee.** An Employee of a Participating Employer, on whose behalf the employer is or has been required to make contributions to the Trust Fund. This may include employees of a Local Union on whose behalf the Local Union contributes to the Trust Fund.
- L. Employer.** An Employer who is bound by a collective bargaining agreement with a Local Union or another written agreement with the Trustees, providing for the payment of contributions to the Trust Fund.
- M. ERISA.** The Employee Retirement Income Security Act of 1974, as amended.
- N. Hour of Service.** Generally, (i) each hour that you are paid, entitled to be paid, or given backpay by your Employer for the performance of duties, (ii) each hour for which backpay has been awarded, (iii) each hour of paid absence from work where no duties are performed, such as vacation, holiday, sickness, incapacity (including disability), layoff, jury duty, military service, maternity or paternity leave, or other leave of absence (up to 501 hours), as required by law, and (iv) for purposes of Vesting Service, each hour of military service (provided you apply for reemployment within 90 days after discharge) or FMLA leave, as required by law. If an Employee does not have regularly scheduled hours, records of the Participating Employer should be consulted. Hours of Service do not include periods when no duties are performed and for which you are paid or entitled to payment to reimburse you for medical expenses or to comply with workers compensation, unemployment compensation, or disability insurance laws. If you are employed by an Employer who contributes to the Trust Fund on a weekly, rather than hourly basis, for each week in which the Trust Fund receives a contribution made on your behalf, you will be credited with forty-five (45) Hours

of Service for that week. Your Hours of Service for more than one Employer will be combined, but not duplicated, to determine your eligibility for participation and vesting under this Plan, to the extent that service is Covered Service.

- O.** **Local Union.** The International Brotherhood of Teamsters Local 135, the International Brotherhood of Teamsters Local 364, and/or any other local union of Teamsters which the Trustees, in their discretion, designate.
- P.** **Non-Covered Service.** Any service that is not Covered Service.
- Q.** **Normal Retirement Age.** Age 65, or the fifth anniversary of your participation in this Plan, if later.
- R.** **Normal Retirement Benefit.** The monthly benefit you are entitled to under this plan upon reaching your Normal Retirement Age.
- S.** **Participant.** An Employee or former Employee who is, or may become, eligible to receive a benefit of any type from the Plan and who has begun participation in the Plan.
- T.** **PBGC.** The Pension Benefit Guaranty Corporation.
- U.** **Permanent Break in Service.** You incur a Permanent Break in Service when your consecutive Breaks in Service equal or exceed the greater of your years of Vesting Service or 5.
- V.** **Plan or Pension Plan.** The Indiana Teamsters Pension Fund Pension Plan.
- W.** **Plan Administrator.** The Board of Trustees for the Indiana Teamsters Pension Fund Pension Plan.
- X.** **Plan Year.** Any 12 month period from January 1 to December 31.
- Y.** **Pre-Merger Benefit.** The accrued benefit of a Participant under the Sales Drivers Plan as of October 30, 2009, as determined under the Sales Drivers Plan in effect prior to the merger of the Sales Drivers Plan into the Plan.
- Z.** **Retire or Retirement.** Your Termination of Employment with a right to an Early Retirement Benefit or a Normal Retirement Benefit.
- AA.** **Sales Drivers Plan.** The Local 364 Sales Drivers and Industry Pension Fund which was merged into the Plan as of October 31, 2009.
- BB.** **Spouse.** Your Spouse is an individual of the opposite or same sex to whom you are legally married as evidenced by a current and valid marriage certificate. Common-law marriages, co-habitants, domestic partners, and life partners are not recognized as Spouses even if recognized under the laws of the state in which you



live. A former Spouse may also be considered a Spouse to the extent provided under a qualified domestic relations order.

**CC. Terminate Employment.** To completely cease the employer-employee relationship with all Employers, excluding any temporary absence due to illness (not including disability), vacation, military leave (to the extent required by law), layoff, family medical leave or other leave approved by your Employer.

**DD. Trust Fund.** The assets of the Plan held by the Trustees pursuant to the terms of the Plan and the terms of Agreement and Declaration of the Trust for the Indiana Teamsters Pension Fund.

**EE. Trustees.** The Board of Trustees of the Indiana Teamsters Pension Fund.

**FF. Vested.** An unconditional, legally enforceable right to a benefit by a Participant or Beneficiary.

**GG. Vesting Service or Years of Vesting Service.** Service used to determine whether you have a Vested right to your accrued benefit from the Plan, and when your benefit is payable. You shall be credited with one (1) Year of Vesting Service, for a maximum of five (5) years, for each Plan Year in which you have at least one thousand (1,000) Hours of Service.

(1) You may earn partial years of Vesting Service as follows:

(a) One-half (1/2) of a year of Vesting Service for each Plan Year in which you have at least five hundred (500) Hours of Service, but no more than seven hundred forty-nine (749) Hours of Service.

(b) Three-fourths (3/4) of a year of Vesting Service for each Plan Year in which you have at least seven hundred fifty (750) Hours of Service, but no more than nine hundred ninety-nine (999) Hours of Service.

(2) If you are on (i) an approved military leave (provided you are reemployed) and meet certain requirements, or (ii) a leave of absence due to occupational injury or disease and you receive Workers Compensation, you may receive Vesting Service for that absence.

(3) If you are on an approved disability leave of absence (which means you are eligible for sickness and accident benefits, or short term disability plan benefits), provided (i) you receive pay for at least one (1) month during the calendar year, and (ii) if your disability leave continues into a second calendar year, you will receive service credit for purposes of Vesting for each month of absence, up to eleven (11) months credit. Special rules apply if you return to work for a short period and then return to a disability leave of absence.

- (4) If you have continuous Non-Covered Service with the same Employer, you will receive credit for that service if the Covered Service and Non-Covered Service are not separated by quit, discharge or other termination of employment.
- (5) Vested Service for a Participant who is not Vested will be lost when you Terminate Employment. If you are later reemployed by your former Employer or another Participating Employer, that Vesting Service will be reinstated if you have not incurred a Break in Service.
- (6) If you are later reemployed by an Employer and have incurred a Break in Service, you will be credited with your prior years of Vesting Service upon your reemployment if (i) you Retired prior to your reemployment, (ii) you Terminated Employment with a Vested Accrued Benefit, or (iii) the number of consecutive Breaks in Service does not equal or exceed the greater of your prior years of Vesting Service or 5.
- (7) If you were a participant in the Sales Drivers Plan on October 30, 2009, Vesting Service will include all Years of Vesting Service credited to you under the Sales Drivers Plan as of October 30, 2009. If you were not credited with a year of vesting service by the Sales Drivers Plan for the plan year ending October 31, 2009, you will be credited with a Year of Vesting Service for 2009 if you would be credited with a Year of Vesting Service under the terms of the Plan, counting both your Hours of Service under the Sales Drivers Plan and your Hours of Service under the Plan for the period of January 1, 2009 through December 31, 2009. You will not be credited with more than one (1) Year of Vesting Service for any Plan Year ending in 2009.

**HH. Years of Service.** The number of years in which you work at least 1,000 hours for an Employer. This may include years prior to your participation in the Plan. If you were a participant in the Sales Drivers Plan on October 30, 2009, Years of Service will include all Years of Service credited to you under the Sales Drivers Plan as of October 30, 2009. If you were not credited with a year of service by the Sales Drivers Plan for the plan year ending October 31, 2009, you will be credited with a Year of Service for 2009 if you would be credited with a Year of Service under the terms of the Plan, counting both your Hours of Service under the Sales Drivers Plan and your Hours of Service under the Plan for the period of January 1, 2009 through December 31, 2009. You will not be credited with more than one (1) Year of Vesting Service for any Plan Year ending in 2009.

## ***IV. PARTICIPATION***

**A. Initial Participation.** You will become a Participant when your Employer begins making contributions to the Trust Fund on your behalf.

- B. **Ceasing to be a Participant.** You will no longer be a Participant upon the earlier of: (i) your death, (ii) the date your benefits have been completely distributed or forfeited, or (iii) if your accrued benefits are non-vested, the date you incur a one (1) year break in service.
- C. **Participation Upon Reemployment.** If you Terminate Employment and incur a one (1) year Break in Service after becoming a Participant and are later reemployed as an Employee, you will again become a Participant as of the date your Employer begins making contributions to the Trust Fund on your behalf.

## **V. RETIREMENT AND TERMINATION BENEFITS - CALCULATION AND TIMING**

### **A. Normal Retirement Benefit.**

- (1) **Amount of Normal Retirement Benefit.** Your Normal Retirement Benefit is a single life annuity with period certain, payable as a monthly pension, and it is determined as follows:
  - (a) If you are not a former Participant in the Sales Drivers Plan, your monthly Normal Retirement Benefit will be equal to (i) 3% of the Employer contributions and employee self pay contributions made on your behalf to the Trust Fund by any Participating Employers on or after September 1, 1989, in any Plan Year prior to your incurring a Permanent Break in Service, plus (ii) 3% of the Employer contributions and employee self pay contributions made on your behalf in any subsequent Plan Year prior to January 1, 2010, plus (iii) 2% of the Employer contributions and employee self pay contributions made or due on your behalf beginning on or after January 1, 2010.

**EXAMPLE 1:**

Assume that you worked for the same employer as a full-time employee for 10 years and your employer made hourly contributions to the Trust Fund for each hour worked according to the agreed upon contribution rate in your collective bargaining agreement, as follows:

<u>Year</u>	<u>Hours Worked</u>	<u>Rate</u>	<u>Contributions</u>
2005	2,000	\$1.15	\$2,300.00
2006	2,000	\$1.15	\$2,300.00
2007	2,000	\$1.25	\$2,500.00
2008	2,000	\$1.25	\$2,500.00
2009	2,000	\$1.40	\$2,800.00
2010	2,000	\$1.40	\$2,800.00
2011	2,000	\$1.90	\$3,800.00
2012	2,000	\$1.90	\$3,800.00
2013	2,000	\$2.50	\$5,000.00
2014	2,000	\$2.50	\$5,000.00

If you retire on April 30, 2015 upon reaching age 65, your monthly Normal Retirement Benefit would be \$372 [3% x \$12,400] + \$408 [2% x \$20,400] = \$780.

*Note: These rates and hours are for illustration purposes only. Your Normal Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.*

**EXAMPLE 2:**

Assume that you worked for the same employer as a full-time employee for 7 years and your employer made weekly contributions to the Trust Fund according to the agreed upon rate in your collective bargaining agreement, as follows:

<u>Year</u>	<u>Weeks Worked</u>	<u>Rate</u>	<u>Contributions</u>
2008	44	\$40.00	\$1,760.00
2009	40	\$40.00	\$1,600.00
2010	48	\$44.00	\$2,112.00
2011	45	\$44.00	\$1,980.00
2012	41	\$46.00	\$1,886.00
2013	42	\$46.00	\$1,932.00
2014	44	\$50.00	\$2,200.00

If you retire on April 30, 2015 upon reaching age 65, your monthly Normal Retirement Benefit would be \$100.80 [3% x \$3,360] + \$202.20 [2% x \$10,110] = \$303.00.

*Note: These rates and weeks are for illustration purposes only. Your Normal Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.*

- (b) If you were a Participant in the Sales Drivers Plan prior to October 31, 2009 or if Employer contributions and employee self pay contributions were made or were due on your behalf on or after November 1, 2009 from any Employer who was previously a contributing employer to the Sales Drivers Plan, your monthly Normal Retirement Benefit will be equal to (i) your Pre-Merger Benefit, plus (ii) 1% of the Employer contributions and employee self pay contributions made or due to the Plan on your behalf beginning on and after November 1, 2009, but prior to January 1, 2014, by any Employer that was previously a contributing employer to the Sales Drivers Plan, plus (iii) 2% of the Employer contributions and employee self pay contributions made or due to the Plan on your behalf on and after January 1, 2014 by any Employer that was previously a contributing employer to the Sales Drivers Plan, plus (iv) any benefit accrued under paragraph (a) with respect to any Employer contributions and employee self pay contributions made or due to the Plan on your behalf on or after November 1, 2009 from any Employer that was not previously a contributing employer to the Sales Drivers Plan.

Employers who were previously contributing employers to the Sales Drivers Plan include DHL Express USA, Bonnie Baking Company, Inc., Interstate Brands Companies, and Kreamo Bakers, Inc.

**EXAMPLE 3:**

Assume that you were a participant in the Sales Drivers Plan on October 30, 2009, and became a Participant in this Plan on October 31, 2009, and your employer made contributions to the Trust Fund for each hour worked on and after November 1, 2009 according to the agreed upon contribution rate in your collective bargaining agreement, as follows:

<u>Year</u>	<u>Weeks Worked</u>	<u>Rate</u>	<u>Contributions</u>
2009	8	\$94.00	\$752.00
2010	48	\$94.00	\$4,512.00
2011	48	\$100.00	\$4,800.00
2012	48	\$100.00	\$4,800.00
2013	48	\$108.00	\$5,184.00
2014	48	\$108.00	\$5,184.00

If you retire on April 30, 2015 upon reaching age 65, your monthly Normal Retirement Benefit would be calculated as follows:

If your work in 2009 through 2014 was with an employer that previously was a contributing employer to the Sales Drivers Plan:

Your Pre-Merger Benefit + \$200.48 [1% x \$20,048] + \$103.68 [2% x \$5,184.00].

If your work in 2009 through 2014 was with an employer that was not a contributing employer to the Sales Drivers Plan:

Your Pre-Merger Benefit + \$504.64 [2% x \$25,232].

*Note: These rates and weeks are for illustration purposes only. Your Normal Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.*

- (2) **When Normal Retirement Payments Begin.** Your Normal Retirement Benefit will begin on the first day of the month following the date you Retire and apply for your Normal Retirement Benefit. In any event, payment of your benefits must begin no later than the April 1 of the calendar year following the later of: (i) the calendar year you reach age 70-1/2; or (ii) the calendar year in which you Terminate Employment.

**B. Early Retirement Benefit.**

- (1) **Amount of Early Retirement Benefit.** If you Retire before you reach age 65 but after you reach age 55, you may be entitled to an Early Retirement Benefit. Your Early Retirement Benefit is normally calculated in the same manner as your Normal Retirement Benefit, except that it is reduced for each full month that your age on your Retirement date precedes your Normal Retirement Age. This reduction is calculated according to Schedule A.

**EXAMPLE 4:**

If you Retired on April 30, 2016, at age 58 (exactly 7 years and 0 months before you reach age 65), your Early Retirement Age would precede your Normal Retirement Age by 7 years. Under Schedule A, you would be entitled to receive 58% of your Normal Retirement Benefit. So, if your Normal Retirement Benefit at age 65 would have been \$665 per month, your monthly Early Retirement Benefit at age 58 would be reduced from \$665 to \$385.70 [58% x \$665]. If you waited to retire on April 30, 2019 at age 61 (exactly 4 years and 0 months before you reach age 65), you would be entitled to receive 76% of your Normal Retirement Benefit, and, in this example, your monthly Early Retirement Benefit at age 61 would be reduced from \$665 to \$505.40 [76% x \$665].

*Note: This example is for illustration purposes only. If applicable, your Early Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.*

- (2) **When Early Retirement Payments Begin.** Payment of your Early Retirement Benefit will begin on the first day of the month on or following the date you Retire and apply for your Early Retirement Benefit.
- (3) **Deferral of Retirement Benefit.** If you Retire before you reach age 65 but after you reach age 55, you may elect to defer your retirement benefit, so long as payment of your benefits begins as set forth in Part V(A)(2).
- (4) **Early Retirement Benefit for Pre-Merger Benefit.** You may be eligible for an early retirement benefit for your Pre-Merger Benefit from the Sales Drivers Plan according to the rules contained in the Sales Drivers Plan at the time of the merger. Generally, this means that, for your Pre-Merger benefit from the Sales Drivers Plan only, you may begin receiving an early

retirement benefit at age 50 if you had 15 years of service, and the early retirement reduction will be measured from age 57. If you do not accumulate 15 years of service, you must wait until age 65 to receive a pension relating to your Pre-Merger Benefit. Any benefits you earn after the merger will be payable under the Early Retirement Benefit rules in this Plan as described in Part V(B)(1) and (2) above.

**C. Termination Benefit.**

- (1) **Amount of Benefit.** If you Terminate Employment with all Participating Employers before you are eligible to retire, but after you have earned 5 years of Vesting Service, you will be entitled to a Termination Benefit, calculated in the same manner as your Early or Normal Retirement Benefit, and based on the contributions made on your behalf and your retirement age.

You will be deemed to have Terminated Employment if no contributions are made on your behalf, or if you have had no Covered Service, for 2 consecutive Plan Years. If you return to Covered Service and work at least 1,000 hours in each of 2 out of 3 consecutive years, or if you incur a Permanent Break in Service, this provision will not apply to you.

Except as provided in Part V(D), if your employment with all Participating Employers ends and you have fewer than 5 years of Vesting Service, you will not receive any benefits from the Plan.

- (2) **When Payments Begin.** Payment will begin on the first day of the first month following the month in which you have fulfilled all the conditions for entitlement to benefits. This is called your "Annuity Starting Date." Generally, this date will be the first day of the first month following the month in which you reach Early or Normal Retirement Age and apply for retirement benefits under this Plan. However, if you have a Vested Accrued Benefit when you Terminate Employment, you can *elect* to begin receiving payment as early as the first day of the month on or following the date you turn age 55 or 57, as applicable -- which payment will be in a *reduced* amount, based on the reductions used for Early Retirement. (See Part V(B)(1) and Schedule A.)

(3) **Reemployment.**

(a) **Reemployment Before Break in Service.** If you retire or Terminate Employment and are later reemployed by a Participating Employer before incurring a Break in Service, you will receive credit for your years of Vesting Service before you Retired or Terminated Employment.

(b) **Reemployment After Break in Service.** If you Retire or Terminate Employment, incur a Break in Service, and are later reemployed by



a Participating Employer, you will not receive credit for your years of Vesting Service before you incurred a Break in Service unless: (i) you have Retired; (ii) you Terminated Employment with a Vested Accrued Benefit; or (iii) your consecutive Breaks in Service do not equal or exceed the greater of either your prior years or Vesting Service or 5. In those situations, you will be credited with your prior years of Vesting Service upon your reemployment.

(4) **Suspension of Benefits.**

- (a) Reemployment Prior to Age 65. If you Retire or Terminate Employment and begin receiving benefits under the Plan, and then become reemployed prior to your Normal Retirement Age, your benefit payments will stop during your period of reemployment. On reemployment, you will continue to accrue Benefit Service until you reach your Normal Retirement Age, and your monthly benefits will be adjusted with regard to your reemployment. Once you reach your Normal Retirement Age, your benefit is suspended under (b), below.
- (b) Employment on or After Reaching Age 65. If you are employed or reemployed on or after your Normal Retirement Age, your benefits will be held during your period of reemployment for each calendar month during which you complete at least 80 Hours of Service. Distribution of your benefits will recommence the first day of the third month following the month your reemployment ceases. Generally, your monthly benefit will not increase after your normal retirement age. If you continue employment after age 70½, however, your benefit will be adjusted for the period you remain employed after age 70½. Upon retirement, you will receive a “make-up” payment of suspended benefits, minus any payments you received while employed.

**D. Refund of Employee Self Pay Contributions.** If you have made employee self pay contributions to the Pension Fund as provided in Part IX(A)(2) and you terminate employment before you are vested in your Accrued Benefit, you may apply at any time after you reach age 65 to receive a refund of the portion of your Accrued Benefit which is attributable to your self pay contributions. The amount of the refund will be calculated according to the Plan document. To obtain this refund, you must make a written request to the Plan Administrator.

If the present value of the refund of the portion of your Accrued Benefit attributable to your employee self pay contributions does not exceed \$1,000 at the time you are eligible for distribution and request a refund, the Trustees will distribute the refund of your employee self pay contributions as an after-tax distribution made in a cash lump sum payment which you may elect to roll over to

an IRA or to another eligible retirement plan that accepts rollovers of after-tax contributions. You will be provided a written explanation of the income tax consequences of receiving an "eligible rollover distribution" within a reasonable period before you receive the distribution. You should discuss your situation with your tax advisor.

- E. Retroactive Annuity Starting Date.** A "retroactive annuity starting date" occurs when the date you choose to begin receiving benefits is earlier than the date the Administrator is able to provide you the written notice of your normal form of payment. Your retroactive annuity starting date may not be earlier than the date you could have otherwise elected to begin receiving benefit payments from the Plan. If you elect a retroactive annuity starting date, you will receive a make-up payment. The make-up payment will reflect any missed payments from the date you elect as your retroactive annuity starting date to the date of the actual make-up payment, plus interest. If you are married, your Spouse must consent to the retroactive annuity starting date.
- F. Disability Pension.** Effective as of October 31, 2009, the Plan will permit a Disability Pension applicable solely for the Pre-Merger Benefit available to Participants who (i) are former Participants in the Sales Drivers Plan, (ii) submitted an application for a Disability Pension to the Trustees of the Sales Drivers Plan on or before October 31, 2009, and (iii) qualify for a Disability Pension under the terms of the Sales Drivers Plan. The summary of the Sales Drivers Plan provides a description of the Disability Pension which will be payable pursuant to the terms of the Sales Drivers Plan.

## **VI. RETIREMENT AND TERMINATION BENEFITS – FORMS AND OPTIONS**

- A. Unmarried Participants.** If you are single and you Retire or Terminate Employment with a Vested Accrued Benefit and apply to begin receiving your benefit on or after your earliest retirement age, your benefits will automatically be paid in the form of a single life annuity with period certain. A single life annuity with period certain provides monthly payments for your life with 60 guaranteed payments; if you die before receiving at least 60 payments, your beneficiary will receive the same monthly payment until a total of 60 payments have been made to you and your Beneficiary.
- B. Married Participants.** If you are married and you Retire or Terminate Employment with a Vested Accrued Benefit and apply to begin receiving your benefit on or after your earliest retirement age, your benefits will automatically be paid in the form of an actuarially equivalent "qualified joint and survivor annuity," unless you and your Spouse elect otherwise. A "qualified joint and survivor annuity" provides actuarially reduced monthly payments for your life, and, upon your death, provides monthly payments for the life of your Spouse equal to ½ of the monthly benefit which was being paid to you.

- C. **Optional Forms of Payment for Married Participants.** If you are married and do not want to receive payment of your benefit in the form of a qualified joint and survivor annuity as described above, during the 90 days before the start of your benefit payments, you must notify the Administrator of your election to receive another form of payment. You will be provided with the forms to use to make this written election. Your Spouse must consent to this election.

You may elect to receive payments in the form of (i) a single life annuity with period certain payable for your life, with 60 guaranteed payments; if you die before receiving at least 60 payments, your beneficiary will receive the same monthly payment until a total of 60 payments have been made to you and your Beneficiary, or (ii) a qualified optional survivor annuity which is a monthly annuity payable for your life in an adjusted level monthly amount with continuing level monthly payments after your death equal to 75% of the monthly annuity payments you received continuing for the life of your surviving Spouse.

Your election of an optional form of benefit will be effective on the *earlier* of: (i) your actual retirement, or (ii) your Normal Retirement Date. If you make an election, and you or your beneficiary dies *before* the election is effective, your election will *not* be considered.

The Internal Revenue Service imposes various restrictions on the length of time during which benefits may be paid. The Administrator will have more information on these restrictions. In order for Participants to elect an optional form of payment, your Spouse must consent in writing to this election on a form provided by the Administrator. If you made an election but want to change it, you may revoke any election of optional forms of benefit by filing a written revocation with the Administrator before the date your benefit payments start.

If you have not elected a form of benefit other than a joint and survivor annuity, you may cancel that form of benefit, even after benefit payments have begun, if (i) your Spouse predeceases you, or (ii) you divorce and a qualified domestic relations order does not prevent you from changing the form of benefit. A married Participant who elected an optional form of benefit with his or her Spouse as beneficiary may cancel that form of payment, even after benefit payments have begun, if the Participant becomes divorced and a qualified domestic relations order does not prevent that change of benefit payment. In either case, upon cancellation, your benefit will be payable for your life in the form of a single, level monthly annuity.

If you retire and then marry, or remarry, you may elect or reelect a joint and survivor annuity form of payment. That form of payment will be provided under the terms and conditions of the Plan in effect on your Retirement date, and will become effective on the first day of the third month following the month the Trustees receive your election form.

NOTE: The amount of your monthly benefit will be different depending on the form of payment you choose. Therefore, you should consider all alternatives thoroughly prior to your payment commencement date to determine which form of payment best suits your particular situation. The Trustees will furnish you with information regarding the amounts payable under the available payment forms. It is your responsibility to notify the Trustees, in writing, of (i) the date you wish retirement benefits to begin, and (ii) your current mailing address and any subsequent changes. Failure to do so may result in your benefits being postponed and no interest will be paid on postponed benefits.

Effective as of October 31, 2009, the Plan will permit a 36-month guarantee only for the Pre-Merger Benefit available to beneficiaries of former Participants in the Sales Drivers Plan who died prior to October 31, 2009. The summary of the Sales Drivers Plan provides a description of the 36-month guarantee which will be payable pursuant to the terms of the Sales Drivers Plan.

- D. Lump Sum Payment of Termination or Retirement Benefit Not Exceeding \$1,000.** If the present value of your benefit payable to you at the time you Retire or Terminate Employment does not exceed \$1,000 at the time of distribution, the Trustees will distribute your benefit to you in a *cash lump sum payment* as soon as administratively practicable.

This lump sum payment can be rolled over to an IRA or to another eligible retirement plan that accepts rollovers. You will be provided a written explanation of the income tax consequences of receiving an "eligible rollover distribution" within a reasonable period before you receive the distribution. You should discuss your situation with your tax advisor. To the extent you receive your benefit in the form of cash, the Plan is required, under federal law, to withhold 20% from the payment of your distribution to be applied against your federal income tax liability for the year, unless you direct the Plan to directly roll the payment to an IRA or other eligible retirement plan.

## **VII. DEATH BENEFITS**

- A. Death After Retirement Age But Before Applying For a Benefit.** If you are married on the date of your death and have been married for at least one year prior to your death, and you die *after* your earliest retirement age but before you have applied for and elected an Early or Normal Retirement Benefit, then your Spouse will receive a monthly benefit for his or her life equal to 50% of the adjusted monthly amount you would have received had you terminated employment on your date of death, lived until your earliest retirement age, retired at your earliest retirement age with a 50% joint and survivor annuity, and then died the next day.
- B. Death Before Retirement Age and Before Applying for a Benefit.** If you are married on the date of your death and have been married for at least one year prior to your death, and you die *before* your earliest retirement age and before you have applied for and elected an Early or Normal Retirement Benefit, then your Spouse

will receive a monthly benefit for his or her life equal to 50% of the adjusted monthly amount you would have received had you Terminated Employment on the date of your death, lived until age fifty-five (55), retired at age fifty-five (55) with a Qualified Joint and Survivor Annuity, and then died the next day.

- C. **Death After Applying for a Benefit But Before Benefit Commences.** If you properly elect any other form of payment within 90 days prior to your Annuity Starting Date that would have provided your Spouse with a greater monthly benefit than he or she would be entitled to under (A) or (B) above, and then you die before your Annuity Starting Date, your Spouse will receive the form of payment you elected prior to your death.
- D. **Death After You Begin Receiving Benefits.** If you die after you have applied for and elected an Early or Normal Retirement Benefit and after your Annuity Starting Date, death benefits are payable to your designated beneficiary under the Plan only if you were receiving payment in a form which provides for survivorship benefits in the event of your death, as described in Part VI. If you were receiving a Qualified Joint and Survivor Annuity and your Spouse predeceases you, no death benefit is payable to any subsequent Spouse or other beneficiary.
- E. **When No Death Benefit Is Payable.** Except as provided in Part V(D), no benefit is payable upon your death if you die before your Annuity Starting Date and (i) you are not married on the date of your death, (ii) you were not married to your Spouse for the entire one year period prior to the death of your death, or (iii) you die with no Vested Accrued Benefit.
- F. **Timing of Payment of Survivor Benefits.** Unless your Spouse elects an earlier starting date, payment of death benefits to your Spouse will begin on the date that would have been your Normal Retirement Date. Your Spouse may elect to have payments start on the first day of any month on or after the first date you could have received benefits under the Plan if you had Terminated Employment on the date of your death.
- G. **Post Retirement Death Benefit for Retirees Under the Sales Drivers Plan.** Effective as of October 31, 2009, the Plan shall permit a post-retirement death benefit applicable solely for the Pre-Merger Benefit available to Participants who are former Participants in the Sales Drivers Plan who retired on or after November 1, 1998 but prior to October 31, 2009. The summary of the Sales Drivers Plan provides a description of the post-retirement death benefit which will be payable pursuant to the terms of the Sales Drivers Plan.
- H. **Lump Sum Payment of Death Benefit Not Exceeding \$5,000.** If the present value of the survivor benefit payable upon your death does not exceed \$5,000 at the time of distribution, the Trustees will distribute the benefit to your beneficiary in a *cash lump sum payment* as soon as administratively practicable following the date it becomes payable.

This lump sum payment can be rolled over to an IRA or to another eligible retirement plan that accepts rollovers. A beneficiary will be provided a written explanation of the income tax consequences of receiving an "eligible rollover distribution" within a reasonable period before the beneficiary receives the distribution. To the extent a beneficiary receives a survivor benefit in the form of cash, the Plan is required, under federal law, to withhold 20% from the payment of the distribution to be applied against the beneficiary's federal income tax liability for the year, unless the beneficiary directs the Plan to directly roll the payment to an IRA or other eligible retirement plan.

A beneficiary who is (i) a surviving Spouse, or (ii) an alternate payee due to a qualified domestic relations order who is a Spouse or former Spouse, will have the same rollover choices as the employee. A non-Spouse beneficiary can only choose a direct rollover to an IRA established for the purpose of receiving a distribution from the Plan and treated as an inherited IRA.

## **VIII. VESTING**

If any contributions are made on your behalf for Hours of Service on or after January 1, 1999, you will be vested in your benefits on or after the earlier of: (i) the date you turn age 65 while you are employed by a Participating Employer, or (ii) the date you complete 5 Years of Vesting Service. If contributions were made on your behalf for Hours of Service prior to January 1, 1999, but not for any Hours of Service after that, your vested benefit shall be determined according to the vesting schedule that was in effect at that time. Any forfeitures from nonvested benefits will remain a general asset of the Trust Fund.

## **IX. MISCELLANEOUS**

### **A. Contributions to the Plan.**

- (1) **Employer Contributions.** Contributions to the Plan are made by participating Employers according to the provisions of any applicable collective bargaining agreements and/or participation agreements and in amounts as are actuarially determined to satisfy the Plan's funding requirements under federal law, as determined by the Trustees.
- (2) **Employee Self Pay Contributions.** Employee self pay contributions to the Plan will be permitted at the same rates that apply to you, as set forth in the collective bargaining agreement and/or participation agreement between your Employer and the Local Union. You will only be eligible to make employee self pay contributions to the Pension Fund if each of the following conditions is met: (i) you have completed at least one year of service for an Employer; (ii) you have completed at least five hundred (500) Hours of Service for an Employer during the Plan Year for which you want to make employee self pay contributions; (iii) an Employer must have made contributions on your behalf for at least five hundred (500)

Hours of Service for the applicable Plan Year; and (iv) the Employer must have ceased making contributions on your behalf due to your layoff or illness or due to the Employer ceasing to operate his company during the year.

If you meet the conditions listed in (i) through (iv) above, then you may make contributions for any remaining Hours of Service during the Plan Year that your Employer did not make contributions on your behalf, up to a maximum of one thousand (1,000) Hours of Service total for the Plan Year. Your contribution must be at the same rate as required by the applicable collective bargaining agreement or other participation agreement for the Employer who last contributed on your behalf during the applicable Plan Year. You must make any employee self pay contributions to the Pension Fund no later than one hundred twenty (120) days after the notice of annual contributions is mailed to you for the applicable Plan Year.

**B. Trust and Trust Fund.** All contributions under the Plan are paid into a trust fund to be held, managed, invested, and distributed by the Trustees in accordance with the provisions of the Plan and the Trust agreement. No part of the Trust Fund may be used for or diverted to purposes other than for the exclusive benefit of Participants and their beneficiaries until all liabilities under the Plan have been satisfied. The Trustees may designate an investment manager with authority to manage, buy or sell assets of the Plan and may establish one or more custodial accounts and appoint a bank to serve as custodian for all or part of the assets of the Plan to be held in those custodial accounts.

**C. Claims Procedure.**

(1) **Filing Claims.** After you retire, Terminate Employment or die, the Administrator will determine the amount of your Plan benefits after you (or your Beneficiary) have filled out an application form. If you or your Beneficiary disagrees with the determination by the Administrator of your benefits, you (or your Beneficiary) should file a written claim with the Administrator. That claim should state what benefits you feel you are entitled to along with any additional information that supports the claim. The Administrator will send a written decision within 90 days after receiving the claim.

(2) **Denial of Claims.** If the claim is denied, a written notice from the Administrator will be provided to you or your Beneficiary. This notice will: (i) explain the reason for the denial, (ii) reference the parts of the Plan on which the denial is based, (iii) provide a description of any additional material or information necessary to perfect your claim and explain why that material or information is necessary, and (iv) explain the procedure for you to request review of the denial.

(3) **Appeal of Denial of Claim.** You (or your Beneficiary) are entitled to appeal a claim that is denied, and any appeal will receive a full and fair review by the Administrator. Documents may be reviewed that are related to your claim. You (or your Beneficiary) have 60 days to request this review after receipt of the claim denial. If an appeal is not made within 60 days, any right to appeal will be forfeited. This request must be made in writing and delivered to the Administrator. You (or your Beneficiary) will receive a written decision on the appeal within 60 days after the request is received by the Administrator which will specify the reasons for the denial. If special circumstances require, the 60 day period may be extended up to an additional 60 days, provided the Administrator sends you written notice of the extension. All Administrator decisions will be final.

D. **Administration.** The Administrator has full, discretionary authority to determine eligibility under the Plan, to construe the terms of the Plan, and to resolve any ambiguities, inconsistencies, and omissions and all determinations and interpretations will be final, conclusive, and binding on all persons affected. The Administrator will have the full discretion and power to take all action necessary or proper to carry out the duties required under ERISA. No benefits will be payable under this Plan unless the Administrator, in its sole discretion, determines that you are entitled to them.

E. **Limitations on Benefits.** There are limitations on the amount of annual benefits which you may accrue. Your total accrued benefit for any Plan Year cannot exceed the lesser of (i) \$16,000 (or the amount specified in the Internal Revenue Code adjusted annually for increases in cost of living) multiplied by your years of participation up to 10 years, or (ii) 100% of your annual average highest 3 consecutive calendar years of compensation.

F. **Amendment or Termination of the Plan.** It is hoped that the Plan will continue indefinitely. However, the Board of Trustees has reserved the right to change or modify the Plan at any time and for any reason. The Board of Trustees has reserved the right to terminate the Plan, at any time. However, no change will decrease the benefit already earned by you, except as may be required or approved by the Internal Revenue Service.

G. **Plan Benefits Insured by PBGC.** If the assets of the Trust Fund will not cover the "guaranteed" benefits as described by ERISA, a government insurance organization (the PBGC) will make up part or all of the difference.

Benefits under this Plan are insured by the PBGC if the Plan terminates. Generally, the PBGC guarantees most vested normal retirement benefits, early retirement benefits, and certain disability benefits and survivor's pensions. However, the PBGC does not guarantee all types of benefits under covered plans and the amount of benefit protection is subject to certain limitations. The PBGC generally guarantees vested benefits at the level in effect on the date of Plan



termination. However, if a Plan has been in effect fewer than 5 years before it terminates, or if benefits have been increased within the 5 years before Plan termination, the entire amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Administrator or the PBGC. Questions to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street N.W., Washington, D.C. 20006. The PBGC Office of Communications may also be reached by calling (202) 778-8840.

- H. Assignment and Alienation of Benefits.** For your protection, you *cannot* assign your benefits under the Plan to anyone else. Except to the extent allowed by law, your benefits cannot be seized to pay your debts or satisfy other obligations you may have. However, in certain situations, your benefits may be reduced to satisfy your liability to the Plan or otherwise withheld. For example, a court may order payment of part or all of your benefits under the Plan pursuant to a qualified domestic relations order, and those payments will reduce your benefit otherwise payable under the Plan. At that time, if the actuarial equivalent of your retirement benefit is less than \$5,000, the benefits will be paid in the form of a lump sum payment as soon as administratively reasonable.
- I. Information to be Provided.** You should notify the Board of Trustees of the Pension Fund at Local 135, 1233 Shelby Street, Indianapolis, Indiana 46203 of the date you desire to begin receiving benefit payments and of any change in your address. Failure to do this may result in a delay of your benefit payment (with no interest).
- J. Persons Who Are Incapacitated.** If the Administrator is advised in writing that any benefit is payable to a minor or an incapacitated person, the Administrator may direct those payments be made to that person's legal guardian or to some other court appointed person, which will discharge the Board of Trustees of any liability.
- K. No Contract Created.** The establishment and maintenance of the Plan does not create a right of employment, a contract with the Local Union or any participating Employer, any special claim, or affect the right of you or your employer to terminate your employment.
- L. Right of Recovery.** If the Trustees make any payment that according to the terms of the Plan should not have been made, the Trustees may recover that incorrect payment. If any incorrect payment is made directly to you, the Trustee may deduct it when making future payments directly to you.

- M. Receipt and Release.** Any payment payable to you will be in full satisfaction of your claim being paid and the Trustees may condition payment upon your delivery of a signed receipt and release.
- N. Forfeitures.** If you terminate employment with any non-vested Accrued Benefit, you will forfeit that non-vested Accrued Benefit as of that date. If you later are reemployed by an Employer, your previously forfeited benefit may be restored if your participation is reinstated.
- O. Special Military Service Benefits.** To the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), the Plan will provide additional benefits to workers called on to provide active military service.

If you die on or after January 1, 2007, while performing qualified military service, your survivors may be entitled to any additional benefits (other than benefit accruals relating to the period of military service) that would have been provided under the Plan if you had resumed employment and then terminated employment on account of death.

## **X. ERISA RIGHTS**

- A. Your Rights Under the Plan.** As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:
- (i) examine, without charge, at the Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
  - (ii) obtain, upon written request, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description (the Administrator may make a reasonable charge for the copies); and
  - (iii) obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. (If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension.) 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.

- B. Fiduciary Duties Owed to Participants.** 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 benefit or exercising your rights under ERISA.
- C. Written Explanation for Denial of Benefits.** If your claim for a pension 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.
- D. Enforcement of Your Rights.** Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
- E. Questions.** If you have any questions about your Plan, you should contact the 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 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.

## **XI. ADMINISTRATIVE INFORMATION**

**A. Name of Plan**

Indiana Teamsters Pension Fund Pension Plan

**B. Plan Number**

001

**C. Type of Plan**

Defined Benefit Plan

**D. Plan Sponsor and Administrator**

Board of Trustees,  
Indiana Teamsters Pension Fund  
Local Union No. 135  
1233 Shelby Street  
Indianapolis, Indiana 46203  
(317) 639-3573

**E. Employer Identification Number**

35-1792964

**F. Agent for Legal Purposes**

Board of Trustees,  
Indiana Teamsters Pension Fund  
Local Union No. 135  
1233 Shelby Street  
Indianapolis, Indiana 46203

Service of legal process may also be made upon the Plan Administrator which is the Board of Trustees.

**G. Type of Administration**

The Board of Trustees manages all aspects of administration. Any questions you might have should be addressed to the Board of Trustees.

**H. Funding Entity**

The assets of the Plan are held in a trust fund. The trust fund is held by the following Trustees:

James W. Wilkinson  
Employee Trustee  
Indiana Teamsters Pension Fund  
c/o Local Union No. 135  
1233 Shelby Street  
Indianapolis, Indiana 46203

John Samuels  
Employer Trustee  
Indiana Teamsters Pension Fund  
5411 S. Layton Road  
Anderson, Indiana 46022

**I. Effective Date**

September 1, 1989

SCHEDULE A  
Years and Months Younger Than Age 65

Years	Months		Years	Months		Years	Months	
0	0	100.00%	3	6	79.00%	7	0	58.00%
	1	99.50%		7	78.50%		1	57.50%
	2	99.00%		8	78.00%		2	57.00%
	3	98.50%	9	77.50%	3		56.50%	
	4	98.00%	10	77.00%	4		56.00%	
	5	97.50%	11	76.50%	5		55.50%	
	6	97.00%	4	0	76.00%		6	55.00%
	7	96.50%		1	75.50%		7	54.50%
	8	96.00%		2	75.00%		8	54.00%
	9	95.50%		3	74.50%		9	53.50%
	10	95.00%		4	74.00%		10	53.00%
1	11	94.50%	5	73.50%	11	52.50%		
	0	94.00%	6	73.00%	8	0	52.00%	
	1	93.50%	7	72.50%		1	51.50%	
	2	93.00%	8	72.00%		2	51.00%	
	3	92.50%	9	71.50%		3	50.50%	
	4	92.00%	10	71.00%		4	50.00%	
	5	91.50%	11	70.50%		5	49.50%	
	6	91.00%	5	0		70.00%	6	49.00%
	7	90.50%		1		69.50%	7	48.50%
	8	90.00%		2		69.00%	8	48.00%
	9	89.50%		3		68.50%	9	47.50%
10	89.00%	4		68.00%		10	47.00%	
2	11	88.50%	5	67.50%	11	46.50%		
	0	88.00%	6	67.00%	9	0	46.00%	
	1	87.50%	7	66.50%		1	45.50%	
	2	87.00%	8	66.00%		2	45.00%	
	3	86.50%	9	65.50%		3	44.50%	
	4	86.00%	10	65.00%		4	44.00%	
	5	85.50%	11	64.50%		5	43.50%	
	6	85.00%	6	0		64.00%	6	43.00%
	7	84.50%		1		63.50%	7	42.50%
	8	84.00%		2		63.00%	8	42.00%
	9	83.50%		3		62.50%	9	41.50%
10	83.00%	4		62.00%		10	41.00%	
3	11	82.50%	5	61.50%	11	40.50%		
	0	82.00%	6	61.00%	10	0	40.00%	
	1	81.50%	7	60.50%				
	2	81.00%	8	60.00%				
	3	80.50%	9	59.50%				
	4	80.00%	10	59.00%				
5	79.50%	11	58.50%					

8187032.5