Teamsters Local 641 Pension Plan

Summary Plan Description
As of January 1, 2012

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Teamsters Local 641 Pension Plan

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Introduction

This booklet describes the provisions of the Pension Plan as of January 1, 2012. This booklet has eight parts:

A. Questions and answers regarding the Plan;

B. Plan provisions regarding suspension of benefits;

C. Claim denial appeal procedure;

D. Your rights under the Employee Retirement Income Security Act of 1974;

E. Plan procedures for determining the qualified status of a Domestic Relations Order;

F. Insurance provided by the Pension Benefit Guaranty Corporation;

G. Circumstances under which benefits may be lost, suspended, reduced, or denied; and

H. Technical details

A number of significant changes have been made since the last booklet was distributed to you. You should read this booklet thoroughly to make sure that you are completely familiar with the revised Plan.

The details in this booklet should not be interpreted as restoring any pension or vesting service you have permanently lost under prior provisions of the Plan and should not be interpreted as increasing any "frozen" benefit you may already have or increasing your benefit if you are already receiving a pension. The provisions that apply to a pensioner whose effective date of pension was under prior Plan provisions, or to a separated vested participant whose break in service took place under prior Plan provisions, will be those in place at the time of retirement, or the break in service, under the pertinent Plan provisions.

Every effort has been made to reflect the provisions of the Plan document while making the provisions easier to understand. Therefore, this Summary Plan Description (SPD) and any subsequent Summary of Material Modifications (SMM) that you receive do not govern in administering the provisions of the Plan itself. The Trustees are assisted in these tasks by professional advisors whom we may hire from time to time. These include an actuary, an attorney, an auditor and one or more investment managers. In the event there appears to be a conflict between the description of any Plan provision in this booklet and its corresponding statements in the Plan document, the language contained in the Plan document (available at the Plan Office) is the official and governing language. Nothing in this booklet is meant to interpret, or extend, or change, in any way, the provisions expressed in the Plan document.

The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

The daily operation of the Plan is maintained by the Plan Manager located at the Plan Office. You are encouraged to make use of the facilities of the Plan Office where you will find assistance in understanding your benefits.

If, after having gone through this booklet, you have any questions regarding the Plan or its operation, please do not hesitate to contact the Plan Manager.

This booklet and the Plan Manager are authorized sources of Plan information for you. The Trustees of the Plan have not empowered anyone else to speak for them with regard to the Pension Plan. No employer, union representative, supervisor or shop steward is in a position to discuss your rights under this Plan with authority. No oral statements by Plan personnel or any other Plan representative may modify in any respect the written terms of the Plan.

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Plan Manager or the Trustees. You will then receive a written reply, which will provide you with a permanent reference.

Special Note For "Prior Plan" Participants

Before 1990 there were three pension plans sponsored by Local 641. In this booklet they are referred to as "Prior Plans". These Plans covered the following groups:

Prior Plan	Covered Group
A	Members working under the jurisdiction of Local 641.
B	Members who worked under the jurisdiction of Local 660, I.B.T., before Local 660 merged with Local 641 and, after the merger of the Locals but before 1990, for those who worked for former Local 660 employers.
C	Members represented by the Allied Industries Division of Local 641.

On 12/31/1989, Prior Plan A and Prior Plan B merged. On 5/1/1993, Prior Plan C merged into the merged Plan. All Prior Plans now operate under a single set of provisions.

However, benefits accrued under a Prior Plan prior to the date that Prior Plan merged are preserved and the "*Service Pension*" benefit is still available to Prior Plan A and B participants whose benefits commenced prior to 6/1/2008.

The Plan has periodically received benefit improvements relating to pension service earned before 1/1/1990. Please contact the Fund office for information regarding those benefit improvements.

Current Plan Highlights

Prior Plans

- The current plan is the result of merging three pension plans associated with Local 641. The three former pension plans are called Prior Plan A, Prior Plan B and Prior Plan C. Each of the Prior Plans has a "merger date".

Normal Pension

- Eligibility You must be at least age 65 with five years of continuous participation in the plan.

- **Monthly Amount** — The amount earned (if any) through 12/31/2000 plus the sum of (a) and (b) where:

Period	Percent of contributions made to the plan by your employers on your behalf
(a) 1/1/2001 - 6/1/2008	2.12%
(b) 6/1/2008 - 12/31/2011	1.00%
(c) After 12/31/2011	1.00% to a maximum benefit of $80 in each year

The portion of the pension accrued through 5/31/2008 is payable 13 times per year. The portion of the pension accrued after 5/31/2008 is payable 12 times per year.

Contributions are defined as all employer contributions made on a member's behalf but capped at the employer contribution rate first in effect on or after August 1, 2003.

- **Payment Form** — The normal form of all pension payments that commence on or after 6/1/2008 will be for life only. Prior to 6/1/2008 the normal form was life with a guarantee of 5 years.

Early Pension

- **Eligibility** — You must be at least age 57 and have at least 15 years of Pension Service with Local 641.
- **Monthly Pension** — Normal Pension, reduced for retirement prior to age 62. The reduction is 6% per year except if age plus service with Local 641 alone is greater or equal to 90 in which case the reduction is 3% per year.

Disability Pension

- **Eligibility** — You must be eligible for a Social Security disability benefit and not working; have worked at least 20 days in covered employment in the 12 months immediately preceding disability; been in the employ of a contributing employer at the time of the disability; not yet attained age 57; and either have at least 20 years of Pension Service with Local 641 regardless of age or have at least 15 years of Pension Service with Local 641 and be at least age 47 at the time of the disability.
- **Monthly Pension** — Same as Normal Pension but no more than $450. The Disability Pension is payable until you recover, reach Normal Pension age, or die, whichever comes first. However, you may elect to stop your Disability Pension at any time. But it will stop at age 65 if not before.

Surviving Spouse Pension

- **Eligibility Before Retirement** — You must be an active or separated vested participant (or receiving a disability pension under the plan), married for at least one year prior to your death and have at least one hour of Pension Service earned after 8/22/1984.
- **Eligibility After Retirement** — On an optional basis, i.e. the Married Couple form.

Service Pension

No longer being offered after May 31, 2008

Pre-Retirement Death Benefit

No longer being offered after May 31, 2008

Pension Service

You earn Pension Service, after 2000, at the rate of one year of Pension Service for each 1,000 hours of Pension Service earned in a year (i.e. a calendar year), to a maximum of one year of Pension Service in any one year. Partial Pension Service may be earned at the rate of one-quarter of a year of Pension Service for each 250 hours of Pension Service earned in a year. Your Pension Service earned before 2001 will also be counted unless it has been lost by a break in service.

Vesting Service

You earn Vesting Service after 2000, at the rate of one year of Vesting Service for each 1,000 hours of Pension Service and/or related service that you earn in a year. There is no partial Vesting Service. Your Vesting Service earned before 2001 will be counted unless it has been lost by a break in service.

Vesting

Once you have five years of Vesting Service, or have satisfied the age and service requirements for a Normal, or Early Pension benefit, you are 100% vested in your accrued pension benefit.

Benefit Examples

Example 1: Normal Pension

						Normal Pension
(a) Pre-2001						$ 500.00

(b) 1/1/2001 – 5/30/2008

		(A)	(B)	(C) (A) x (B)	(D)	(E)
	Year	Employer Contribution Rate	Hours Worked	Employer Contributions	Capped Contributions	Benefit Earned in Year
	2001	$ 5.25	1,440	$7,560	$7,560	$160.27
	2002	$ 5.50	1,440	$7,920	$7,920	$167.90
	2003	$ 5.75	1,440	$8,280	$8,280	$175.54
	2004	$ 6.00	1,440	$8,640	$8,280	$175.54
	2005	$ 6.25	1,440	$9,000	$8,280	$175.54
	2006	$ 6.50	1,440	$9,360	$8,280	$175.54
	2007	$ 6.75	1,440	$9,720	$8,280	$175.54
thru 5/30	2008	$ 7.00	600	$4,200	$3,450	$73.14
	Sub-total		10,680	$64,680	$60,330	$1,279.01

(c) 6/1/2008 and after

After 5/30	2008	$7.00	840	$5,880	$4,830	$48.30
	2009	$7.35	1,440	$10,584	$8,280	$82.80
	2010	$7.70	1,440	$11,088	$8,280	$82.80
	2011	$8.05	1,440	$11,592	$8,280	$82.80
	2012	$8.40	1,440	$12,096	$8,280	$80.00
	Sub-total		3,720	$27,552	$21,390	$376.70

Total Normal Pension $2,155.71

In this example $2,155.71 is payable each month for life beginning at age 65. Additionally, a thirteenth check is provided each year in the amount of $1,779.01 (sum of sub-totals (a) and (b) only).

To understand the example, keep the following points in mind:

1. The Normal Pension for service prior to 2001 is calculated under Plan rules prior to 2001 and contained in the Fund's records. We have assumed this amount is $500 in the example above.
2. The amount earned after January 1, 2001 assumes the following:
   a. The member works 120 hours per month or 1440 hours per year.
   b. The employer changes the contribution rate each January 1. Therefore the contribution rate first in effect on or after August 1, 2003 is $5.75 in the example.
   c. Employer Contributions (Column C) equals the contribution rate (Column A) times hours worked (Column B).
   d. Capped contributions (Column D) equals the hours times the lesser of the contribution

rate for the year or the contribution rate first in effect on or after August 1, 2003 ($5.75 in this example).

e. The rate at which benefits are earned changed as of 6/1/2008, therefore the year 2008 is split before and after this date.
f. The Normal Pension earned from 1/1/2001 – 5/31/2008 equals capped contributions (Column D) times 2.12%.
g. The Normal Pension earned from 6/1/2008 – 12/31/2011 equals Benefit Contributions (Column D) times 1.00%.
h. The Normal Pension earned on and after 1/1/2012 equals Benefit Contributions (Column D) times 1.00% to a maximum of $80.

Note: there is no limit on the amount contributed on your behalf. Every hour worked requires a contribution to the fund will earn benefits. The Normal Pension amount above is payable for the life of the member. This amount is reduced for married members taking the "Married Couple" form of annuity. The amount is further reduced for members taking Early Retirement.

Example 2: Early Retirement

Suppose in Example 1 the member is age 62 with 15 years of service. In this case he is eligible for an Early Pension benefit. The first step to calculating the Early Pension benefit is to calculate the Normal Pension benefit as in Example 1 and apply the reduction factor.

The reduction factor is 0% in this case because the member is not retiring prior to age 62. In this example $2,155.71 is payable each month for life beginning at age 62. Additionally, a thirteenth check is provided each year in the amount of $1,779.01.

Example 3: Early Retirement

Suppose in Example 1 the member is age 59.5 with 25 years of service. In this case he is eligible for an Early Pension benefit. The first step to calculating the Early Pension benefit is to calculate the Normal Pension benefit as in Example 1 and apply the reduction factor.

The reduction factor is 15% (6% per year prior to age 62) in this case because the member is retiring prior to age 62. In this example $1,832.35 ($2,155.71 x (1.00-0.15)) is payable each month for life beginning at age 62. Additionally, a thirteenth check is provided each year in the amount of $1,512.16.

Example 4: Early Retirement

Suppose in Example 1 the member is age 58 with 32 years of Pension Service with Local 641. In this case he is eligible for an Early Pension benefit. The first step to calculating the Early Pension benefit is to calculate the Normal Pension benefit as in Example 1 and apply the reduction factor.

The reduction factor is 12% (3% per year) in this case because the member is retiring prior to age 62 and his age plus service is greater than or equal to 90. In this example $1,897.02 ($2,155.71 x (1.00-0.12)) is payable each month for life beginning at age 58. Additionally, a thirteenth check is provided each year in the amount of $1,565.53.

PART A

QUESTIONS AND ANSWERS

GENERAL INFORMATION

Some major changes have taken place in your Pension Plan since the last booklet was printed. The effective dates of the changes in the Plan have been at different times. However, no Pension or Vesting Service that was lost under prior Plan provisions is restored as a result of these changes.

1. What are the purposes of the Plan?

The chief purpose of the Plan is to provide an income for you following the time that you retire from active employment in the trade represented by Teamsters Local 641.

The income you and/or your spouse may receive under the Plan will be in addition to any Social Security benefits you are entitled to receive.

You must satisfy certain conditions and eligibility requirements to receive these benefits from the Plan.

2. When did the Plan start?

The Plan started 9/1/52.

3. Who is covered by this Plan?

The major class covered consists of employees who work under the terms of collective bargaining agreements between the employers of such employees and Teamsters Local 641, which agreements call for contributions to this Plan. A small number of other employees are covered as the result of special agreements between their employers and the Trustees of the Plan.

4. Who is responsible for the operation of the Plan?

The Board of Trustees is composed of persons appointed by Teamsters Local 641 and by contributing employers. Local 641 and the contributing employers are equally represented on the Board of Trustees.

5. Who is responsible for interpreting the Plan and for making determinations under the Plan?

The Trustees are. In order to carry out this responsibility, the Trustees, or their designee, shall have exclusive authority and discretion:

- to determine whether you are eligible for any benefits under the Plan;
- to determine the amount of benefits, if any, you are entitled to from the Plan;
- to determine or find facts that are relevant to any claim for benefits from the Plan;
- to interpret all of the Plan's provisions;
- to interpret all of the provisions of the summary plan description;
- to interpret the provisions of any collective bargaining agreement or written participation

agreement involving or impacting the Plan;

- to interpret the provisions of the trust agreement governing the operation of the Plan;
- to interpret all of the provisions of any other document or instrument involving or impacting the Plan;
- to interpret all of the terms used in the Plan, the summary plan description, and all of the other previously mentioned agreements, documents, and instruments.

Any such determination or interpretation made by the Trustees, or their designee:

- shall be final and binding upon any individual claiming benefits under the Plan and upon all employees, all employers, the Union, and any party who has executed any agreement with the Trustees or the Union;
- shall be given deference in all courts of law, to the greatest extent allowed by applicable law; and
- shall not be overturned or set aside by any court of law unless the court finds that the Trustees, or their designee, abused their discretion in making such determination or rendering such interpretation.

FINANCING

A most important element of your Pension Plan is money. Where it comes from, how it is managed, and to what uses it may be put should be of interest to you.

6. Who pays for the Plan?

The employers who have collective bargaining agreements with Merchandise Drivers Local 641 that call for contributions to the Plan. In addition, there are certain other pension plans in other geographical areas with which this Plan has reciprocal agreements. Finally, certain employers have agreements directly with the Plan Trustees calling for contributions to the Plan.

7. How are the Plan assets managed?

All of the Plan assets are held in trust by the Trustees for the participants and beneficiaries of the Plan.

The Trustees have the ultimate responsibility for the management of Plan money. However, the Trustees are allowed, under law, to hire professional investment managers to provide the expert assistance in this very complex field of managing pension plan money.

The Trustees have retained investment management services. The investment experts at these companies are charged with the responsibility of investing the Plan assets.

8. May I borrow or assign the pension money I am to get?

No. Plan provisions prohibit assignment of your pension payment for the payment of any obligation. Thus, your interest in the Plan is not subject to assignment or alienation, whether voluntary or involuntary.

However, there is an exception for a qualified domestic relations order. A domestic relations order is a court order specifying that a specific amount of your pension must be paid to your child or former spouse, or other person. You may request a copy of the Plan's qualified domestic relations order policy from the

Plan Manager. Please also see Part E of this booklet.

Finally, the Trustees may be able to recapture your pension payments if you are judged guilty of causing a loss to the Plan through certain criminal activity.

9. When I retire, may I take a cash settlement instead of monthly pension payments?

No. The purpose of the Plan, as stated above, is to provide an income stream to retired participants.

10. If the Plan is discontinued, what will happen to the assets of the Plan?

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the participants, surviving spouses, and beneficiaries, in an order of priority that is set forth under federal law. If all of the Plan benefits are provided by the assets of the Plan, and there is still money left over, the money is to be used to increase the benefits of everyone. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any employer or the Local Union.

PLAN YEAR

Records under the Plan are kept on a "Plan Year" basis.

11. What is a Plan Year?

A Plan Year means the 12 consecutive month period beginning with a March 1st and ending with the last day of the following February. The financial records of the pension fund are kept on this basis. However, for the purposes of participation, Pension Service, Vesting Service, Break Years and Breaks in Service, records are kept on a benefit year basis; a benefit year is the 12 consecutive month period beginning with a January 1st and ending with the following December 31st. In this booklet, "Year" means the benefit year.

JOINING THE PLAN

A qualifying period of service is required before you are considered a participant in the Plan. Being a participant entitles you to receive certain documents explaining the Plan and reports dealing with the Plan's operation. You should be interested in how you become a participant and how your participation can stop.

12. How do I become a participant in the Plan?

The way in which you become a participant in the Plan after 2000 is to work at least 250 hours of Pension Service (more on Pension Service later) during a year. If you do work such hours, you will become a participant in the Plan on the first day of the year immediately after the year in which you earn the required hours.

Another way in which you may become a participant in the Plan after 2000 is to earn at least 1,000 hours of Vesting Service (more on this term later) during a 12 consecutive month period. If you do, you will participate on the January 1st of the year nearest the completion of such 12-month period.

If, during the first 12 months of your work, you do not work at least 1,000 hours of Vesting Service, then your qualifying period will be switched to a calendar year basis unless you otherwise become a Plan participant. This means that, in order to become a participant in the Plan after that, you must work at least 1000 hours of Vesting Service during a calendar year in order to become a participant in the Plan. When you do satisfy this requirement, you will become a participant on the first day of the calendar year immediately following the calendar year in which you earned such time.

When a survivor of a participant starts receiving a survivor's benefit, such survivor, also, will become a participant.

13. Can my participation in the Plan ever stop?

Yes. If you break your service when you are not vested, your participation in the Plan will stop. Of course, your participation will also stop in the event of your death.

14. Does self-employment count?

No. Under no circumstances will you receive any credit, for any purpose, under the Plan for work in self-employment. Certain federal laws may require that you are prohibited from earning credit under the Plan as the result of your ownership or position in a contributing employer's organization. If you have a question on this point, you should contact the Plan Manager.

15. Suppose my employer (or I) wishes to contribute to the Plan for me, even though it is not called for in a collective bargaining agreement, is it allowed?

No! Unless it is covered in a written agreement between your employer and Local 641, or between your employer and the Plan Trustees, no Pension Service can be given to you (even if your employer, or you, contributes to the Plan) for any work you do.

EARNING PENSION SERVICE

The Pension Service you accumulate under the Plan is valuable to you because your entitlement to a pension benefit may depend on it. Further, your Pension Service can be a determining factor in whether or not you are vested and whether or not you are eligible to receive other benefits under the Plan.

Because of this, it is very important that you make sure that the Plan Manager has a complete record of each hour of your work that might earn you Pension Service under the Plan.

16. Why is Pension Service important?

Pension Service is important in determining your eligibility for certain benefits and the size of certain benefits under the Plan.

17. What is Pension Service?

Pension Service refers to Pension Service you receive for time worked in covered employment.

18. What is an hour of Pension Service after 2000?

Earning an hour of Pension Service is the way in which you start earning Pension Service under the Plan. An hour of Pension Service is an hour of employment after 2000 with an employer for which employment the employer is required to **contribute** to this Plan because the employer has entered a collective bargaining agreement with Local 641 (or another type of agreement with the Trustees) that calls for this contribution.

Hours that you earn are used to build years (and fractions of years) of Pension Service.

19. How do I earn Pension Service?

After 2000, you will receive 1/4th of a year of Pension Service for each 250 hours of Pension Service you earn in a year, to a maximum of one year of Pension Service in any one year. Any Pension Service to your credit on 12/31/2000 will also count for you.

Pension Service can be earned only while you are a participant in the Plan or in the year just before the year in which you first become a participant in the Pension Plan.

20. Is there a limit on the number of years of Pension Service that I can accumulate?

No.

21. Is there a limit on the amount of Pension Service that I can earn in any one year?

Yes; one year of Pension Service in any year.

22. Can I earn any Service for time that I served in the armed forces?

Yes. You will earn Pension Service and Vesting Service for service in the armed forces of the U.S.A. to the extent required by federal law.

23. Can I earn any Pension Service for time that I am disabled?

Yes. You will earn Pension Service for time that you are disabled after 2000, to a maximum of two quarters of a year of Pension Service, provided:

a. you had some Pension Service under this Plan at the time you became disabled;

b. the disability arose while you were in covered employment in this Plan; and

c. the disability is compensated by the Worker's Compensation Law at 100% disability, the weekly accident and sickness benefit provided by the Local 641 Welfare Plan, or any welfare plan recognized for this purpose by the Trustees.

24. Does my age have anything to do with the earning of Pension Service?

No.

25. Can I lose my Pension Service once I have earned it?

Yes. If you incur a break in service (see Question 36) at a time when you are not vested (see Question 33), you will forfeit the Pension Service and Vesting Service that you accumulated prior to the end of the break in service.

However, under certain circumstances, such forfeited Pension Service and Vesting Service can be reinstated (see Question 41).

EARNING VESTING SERVICE

It is important that you know what Vesting Service is. Earning enough of it is one way to become entitled to ownership of your pension.

26. What is Vesting Service?

After 2000, Vesting Service means your work in employment for which your employer is required to contribute to the Plan, **and**, after 1975, also means "Related Service". Hours of Pension Service, hours of Related Service, and hours of employment covered by a plan that is a party to a reciprocal agreement with the Plan are called hours of Vesting Service.

27. Why is Vesting Service important?

Accumulating enough years of Vesting Service is one way to become "vested" under the Plan (see Question 33).

The amount of your Vesting Service is also important to you in the event you break your service after 1975, but before you are vested. If you do break your service after 1975 but before you are vested and you return to work under the Plan soon enough after the break, your Pension Service and Vesting Service lost because of the break will be reinstated. The number of years of Vesting Service that you have under the Plan at the time of the break will be important in determining whether or not you qualify for this reinstatement (see Question 41).

28. How do I earn Vesting Service?

After 2000, you will be credited with one year of Vesting Service for each year in which you earn at least 1000 hours of Vesting Service. Any Vesting Service you had on 12/31/2000 will remain to your credit.

In any one year you can **either** earn **one year** of Vesting Service **or no** Vesting Service.

Hours of Pension Service and hours of Related Service are called hours of Vesting Service.

29. What is "Related Service" for the purposes of the Plan?

You earn an hour of "Related Service" when you work for a **contributing** employer, after 1975, but in a classification for which the employer is **not** required by a collective bargaining agreement (or special agreement with the Trustees) to contribute to the Plan. Further, if you are in that position and you do not work, but you are paid by the contributing employer, that time will also count as Related Service. There is a limit of 501 hours of Related Service that you can earn during any one non-work period.

You cannot earn Related Service unless such employment immediately precedes or follows your employment with the same contributing employer that earns Pension Service.

However, if such Related Service employment (during which you either work or do not work) is **interrupted** by your quitting, being fired by that contributing employer, or retirement, then any time worked after that will not be classed as Related Service (nor any such time before the interruption if the Related Service immediately precedes Pension Service employment).

If you earn Related Service, it will be important (just as Pension Service is) for the purpose of initially participating in the Plan and accumulating years of Vesting Service and, therefore, becoming entitled to vesting and pension benefits under the Plan. You will not, however, receive credit toward your Vesting Service for periods of Related Service unless your employer is obligated to contribute to the Plan for such periods (for others).

RECIPROCITY

Reciprocity arrangements can protect your Plan participation when you are forced to work in certain other areas.

30. What is reciprocity?

This Plan has entered the Teamsters' national and local reciprocal agreements with certain other pension plans for certain Teamsters.

The purpose of reciprocity is to provide benefits to participants who would otherwise be ineligible because their years of Pension Service and Vesting Service have been divided between the Teamsters Local 641 Pension Plan and other pension plans.

There are a number of different reciprocal agreements in effect with various Teamster pension funds. If you have any questions, contact the Plan Office.

31. How does reciprocity work?

Under the Teamsters' national and local reciprocal program, you can earn Vesting Service based upon your work in employment covered by a plan that is a party to a reciprocal agreement with the Plan. Your benefit from the Plan will be a "partial pension" or a "pro rata pension"; it will be based upon the Pension Service you earned in employment covered by the Plan. To be eligible for this benefit, you must be eligible for some type of pension under this Plan if your combined Pension Service credits were treated as Pension Service under this Plan.

BECOMING VESTED

This aspect of the Plan is a special concern to the participant who leaves the bargaining unit before pension age.

32. What is vesting?

Vesting refers to non-forfeitable ownership of your right to a pension benefit under the Plan. Once you become vested, it does not matter what happens after that time, you will be entitled to receive your pension benefit at your Normal Pension Date (or your Early Pension Date, if eligible). Of course, this right stops if you die before your pension starts.

Also, if you die after becoming vested, but before starting your Normal or Early Pension, your surviving spouse may be eligible for a pension under the Plan (see Question 84).

If you break your service after you become vested, you will still be entitled to a benefit at pension age (if you are still alive).

In order to become vested under the Plan, you must fulfill certain requirements.

33. What are the requirements for vesting under the Plan?

If you became vested before 1976, in accordance with prior Plan provisions, you will, of course, remain vested.

After 1975, you will be 100% vested in your accrued pension benefit if you satisfy **any one** of the following two alternate requirements:

A. you satisfy the age and service requirements for a Normal or Early Pension; or

B. you have at least ten years of Vesting Service.

After 1988 Plan participants who are not covered by a bargaining agreement may satisfy the vesting requirement with five years of Vesting Service.

After 3/1/1999, you may also become vested by having at least **five** years of Vesting Service and earning at least one hour of Vesting Service on or after that date.

The vesting requirement is not retroactive. If you have broken your service and lost Pension and Vesting Service (because you were not vested) at some time in the past, neither the revised Plan, nor this summary plan description, will reinstate such lost service.

BREAK IN SERVICE

There may be times in your work history when your employment under the Plan is interrupted by a break in service. Several Plan provisions deal with this situation.

34. What is a Break Year?

A Break Year means a year after 2000 while you are a participant during which you are credited with less than 250 hours of Pension Service and less than 500 hours of Vesting Service.

35. Are there any exceptions to this provision?

Yes. A Break Year will not be charged to you for any year in which:

A. you were in either required or voluntary military service of the United States during a declared war or national emergency;

B. you were totally disabled for more than one-half of the year; or

C. you were on a paternity or maternity leave of absence in a year after 2000.

In addition, if you do not earn enough service in a year after 2000 to avoid a Break Year and the reason you are absent from covered employment is because of your pregnancy, the birth of your child, your adoption of a child or your caring for your child immediately following birth or adoption, you will be given credit for the hours you lost but only for the purpose of not being charged with a Break Year. If you are already protected against a Break Year for the year in which the absence starts, the hours you miss will be applied to the following year, but, once again, only for the limited purpose of not being charged with a Break Year for that year.

36. What is a break in service?

If you experience one Break Year while you are a Plan participant, you will incur a break in service.

37. What happens if I experience a break in service at a time when I am not vested?

If you are not vested, you will forfeit your Pension Service and Vesting Service that were earned prior to the break in service in addition to your most recent date of Plan participation, and you will cease to be a participant (see Question 41).

38. What happens if I experience a break in service when I am vested?

If you are vested at the time of the break in service, you are entitled to receive, at pension age, the benefit associated with the Pension Service and/or contributions you have earned. However, your pre-break Pension Credit will be classified as Interrupted Pension Credit, and the amount of the benefit to which you are entitled will be "frozen" at the level of benefits in effect in the year prior to the Break Year. In addition, the Plan provisions which are in effect in the year prior to the Break Year will be the basis for the benefit associated with the Interrupted Pension Credit.

39. If I break my service, how is my pension benefit calculated?

The benefit rate that applies to Pension Service before a break in service will be the rate in effect just before the break.

40. Can my benefit be "frozen" in any way other than by a break in service?

Yes. Even if you do not receive a break in service, you will be considered to have frozen benefits (whether vested or not) if you experience a year in which you fail to earn at least 250 hours of Pension Service. This provision is also valid for situations in which reciprocity is applicable (see Question 31).

41. Can service that I lose because of a break in service ever be reinstated?

This is where your years of Vesting Service can play an important part. If you break your service after 2000 when you are not vested, and return to employment under the Plan sometime after that, and earn at least 250 hours of Pension Service or 500 hours of Vesting Service in a year after 2000, all of your Pension Service and Vesting Service that was forfeited as a result of incurring a Break Year will be reinstated if the number of consecutive Break Years that you incur is less than five or is less than the number of years of Vesting Service that you had at the time of the break.

Remember, however, that, if you incur a year in which you fail to earn at least 250 hours of Pension Service, all of your Pension Service will be classed as interrupted Pension Service, your benefit associated with your Pension Service earned before the break will be "frozen", and the Plan provisions in effect in the year prior to the Break Year will be the basis for the "frozen" benefit, as described in Question 38.

42. Is it possible to "unfreeze" a benefit?

For all pensions beginning on or after 1/1/2001, a participant who has a "frozen" benefit as the result of no more than <u>one</u> break year in a row after 12/31/1988 can "unfreeze" such benefit by accumulating ten years of pension service without another break year. Reciprocal time will <u>not</u> count in the accumulation of the ten years.

Prior to 1/1/2001, it was <u>not</u> possible to "unfreeze" a benefit.

NORMAL PENSION

The purpose of the Plan is to arrange for the continuation of a portion of your wages after your working career is completed. Normally, this is at age 65 if you have satisfied the service requirement.

43. When may I start receiving my Normal Pension?

Once you are <u>at least</u> age 65 and withdraw from work at any trade within the territorial jurisdiction covered by the collective bargaining agreement (including areas with which this Plan has a reciprocity agreement regarding service), you may apply for a Normal Pension benefit provided that you have satisfied the service requirement for a Normal Pension.

44. How do I satisfy the service requirement for a Normal Pension?

You must have been in the Plan, continuously, for at least five years up to your Pension Date.

45. If I have not satisfied the service requirement at 65, can I still qualify for a Normal Pension at a later age?

Yes. When you satisfy the service requirement after age 65, you are then eligible to retire and receive a Normal Pension.

46. How much is the Normal Pension?

The Normal Pension is a monthly benefit equal to the sum of:

A. 1.00% of all Benefit Contributions made to the Plan by your employer for your work after December 31, 2011, up to a maximum benefit accrual of $80 in each calendar year; plus

B. 1.00% of all Benefit Contributions made to the Plan by your employer for your work after May 31, 2008 and prior to January 1, 2012; plus

C. 2.12% of all Benefit Contributions made to the Plan by your employer for your work after 2000 and prior to June 1, 2008; plus

D. your accrued monthly pension as of 12/31/2000.

The portion of the pension accrued through May 31, 2008 is paid 13 times per year. The portion of the pension accrued after May 31, 2008 is paid 12 times a year.

Benefit Contributions are defined as all employer contributions made on a member's behalf but capped at the employer contribution rate first in effect on or after August 1, 2003.

If you have benefits accrued under Prior Plan B on 12/31/1989, then a calculation will be made to determine if using the Prior Plan B benefit formula, your current employer contribution rate, and your Pension Service at retirement would produce a larger pension. If it does, the larger will be paid.

If you have interrupted Pension Service, then you should read Question 37 and 38 and consult with the Plan Manager.

This benefit level assumes that you will not be receiving your pension benefit in the Married Couple form (see Question 75).

EARLY PENSION

Under certain conditions you may start your pension before age 65. Because your life expectancy is longer the younger you are, and because of certain other financial aspects, there is normally a reduction in the amount of your otherwise Normal Pension if you choose to retire early.

47. Must I wait until age 65 to start my pension?

No. If you have the proper service requirement for an Early Pension, you may start your pension at any time at or after age 57. If you are already receiving a Disability Pension, you may convert to an Early Pension if you satisfy the Early Pension eligibility. If you earned an accrued benefit under Prior Plan C, the Prior Plan C benefit may start at age 57.

48. How do I satisfy the service requirement for an Early Pension?

To be eligible to receive an Early Pension, you must have at least 15 years of Pension Service with Local 641.

49. How is my Early Pension calculated?

You start by calculating the amount of your monthly pension benefit as if it were a Normal Pension. Then you reduce that amount by 1/2 of 1% for each whole calendar month that your Early Pension Date precedes the first day of the month coinciding with, or, otherwise, next following your 62nd birthday. If age plus service earned with Local 641 alone is greater than 90 (the Rule of 90), then the reduction from age 62 is 1/4 of 1% per calendar month rather than 1/2 of 1% per calendar month.

SERVICE PENSION

50. Is there any way I might be able to start receiving my pension before age 57?

Yes. Prior to June 1, 2008 if you had the proper Pension Service and met other eligibility requirements you may have started receiving a pension at any age. This was known as a Service Pension. The only other way to receive a pension prior to age 57 is by being eligible for a disability pension (see Questions 51 and 52).

DISABILITY PENSION

It's possible that a participant may not be able to reach Normal or Early Pension age in active service because of total disability. A special Plan benefit is intended to provide a pension benefit to such an eligible disabled participant.

51. How disabled must I be in order to receive a Disability Pension?

You must be so disabled that you are eligible for a Social Security Disability monthly pension. However you **should not wait** to hear from Social Security to file your application with the Plan Office. As soon as you believe you might be entitled to a Disability Pension under this Plan, you should apply.

52. What are the other requirements for entitlement to a Disability Pension?

You must make application for the pension, you must not have received an Early Pension under the Plan, you must have been **recently active** in covered employment at the date of entitlement to your Social Security disability pension, you must not have reached your 57th birthday, the disability does not arise from an intentionally self-inflicted injury or occur while engaged in a criminal enterprise involving extreme immorality, and you must satisfy the service requirement.

53. What does "recently active in covered employment" mean?

Being "recently active in covered employment" means you satisfy both of the following:

- you must have earned at least 20 days in covered employment during the 12 months immediately preceding the time in which the Social Security Administration judges that your disability started; **and**
- when the accident (or incident) that caused your disability occurred (or started), you were not in a period of substantial gainful work outside a collective bargaining agreement between the Local

641 and an employer (or work covered by an agreement between your employer and the Plan Trustees).

54. What is the service requirement for a Disability Pension?

You must have at least 20 years of Pension Service with Local 641 regardless of age, or have at least 15 years of Pension Service with Local 641 and be at least age 47 at the time of the disability.

55. What is the size of the Disability Pension?

It is calculated in the same way as the Normal Pension with no reduction at any age, but it will not exceed $450.

56. What happens if I die while disabled?

Your spouse is eligible to apply for the pre-retirement surviving spouse pension. The eligibility requirement for the pre-retirement surviving spouse pension must be met in order for a death benefit to be paid. See question 84, "How does the pre-retirement surviving spouse's pension work?"

57. May I apply for an Early Pension while receiving a Disability Pension?

Yes. You may apply when you have met the age and service requirements for an Early Pension. Once the Early Pension commences the Disability Pension stops.

APPLYING FOR PENSION BENEFITS

All benefits must be applied for under the Plan. This rule applies to employees, surviving spouses, and beneficiaries. It is important that all information asked for be given as accurately as possible. Any payments made in error to anyone will be owed to the Plan and must be repaid.

58. When should I submit an application for my pension?

Normally, your application should be filed at least **three months in advance** of the date you wish to have your pension start. This will enable the Trustees to process your application and be ready to pay benefits promptly on the first day of the month that you wish. You may file an application while you are still working.

59. When will my pension be effective?

If you are eligible, your pension will become effective on the first day of a month that you choose. However, pension benefits **cannot commence effective** with a day prior to the first day of the month that is at least 30 days after the Plan Office has provided you with information regarding the Married Couple form of your pension. Nor, in any case, can it start effective earlier than the first of the month immediately after application.

60. Do I have to take a medical examination?

No medical examination is required to qualify for a Normal or Early Pension under the Plan. However, a medical examination will most likely be required for the purpose of determining your eligibility for a

Social Security disability pension.

61. Will proof of age be required?

Yes. In order to receive a pension benefit, proof of age must be submitted to the Plan Manager. A birth certificate is the best proof; however, if you cannot obtain a birth certificate, the Plan Manager will tell you what will be required. The same rule applies to a surviving spouse entitled to a pension under the Plan.

Further, a recent photo of you must also be submitted.

You need not wait until your Pension Date to submit evidence of your date of birth; the earlier you submit evidence, the better.

62. If I forget to apply when I am eligible, will my pension payments be retroactive?

No!

63. If I forget to apply when I am eligible, will my pension payments begin automatically?

In general, the answer to the question is "no". However, you cannot postpone the effective date of your pension beyond the April 1st following the calendar year in which you reach age 70 1/2 even if you are still working in covered employment. In addition, a surviving spouse's pension may be paid retroactively to the earliest entitlement date.

64. Must I apply for my pension as soon as I am eligible?

No. You may postpone the start of your pension but you cannot postpone the effective date of your pension beyond the April 1st after the calendar year in which you reach age 70 1/2. After this time you must receive your pension even if you are still working in covered employment.

65. What are the consequences if I lie on my application, or if I submit false information or proof?

If you, your surviving spouse, or your beneficiary intentionally makes a false statement material to an application, or submit fraudulent information or proof, then any benefits which are not vested under the Plan may be denied, suspended, or discontinued. The Plan will also have the right to recover any payments wrongfully made in reliance on the false or fraudulent statement, information or proof.

66. Will any of my retirement benefits be distributed to my spouse, child or other dependent in the event I am divorced?

If, pursuant to a divorce (or other) decree issued by a court, your spouse, child or other dependent is awarded all or a portion of your pension benefits under the Plan, and such court order meets the requirements of a Qualified Domestic Relations Order (QDRO), your pension benefits must be paid in accordance with such court order. You should understand that the Trustees are required by law to obey the order of the court if it meets the requirements to be a QDRO. For further information, please refer to Section E. of this booklet.

The person claiming entitlement to your pension benefits must furnish the Trustees with a certified copy of the court order, which will be reviewed by the Trustees and the Plan Attorney to determine if it meets all requirements to be a QDRO. Once the Trustees receive a certified copy of a QDRO, you will be notified of its receipt and a copy of the provisions of the Plan relating to QDRO will be provided to you.

67. May I transfer a distribution from this Plan directly into another qualified retirement plan or to an individual retirement account?

All or part of certain distributions may be transferred ("rolled over") directly from this Plan to another qualified retirement plan or to an individual retirement account. These are referred to as eligible distributions. However, the following ARE NOT eligible distributions:

A. any distribution which is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your spouse or other beneficiary. FOR EXAMPLE, YOUR REGULAR MONTHLY PENSION BENEFIT (OR ANY PAYMENT FOR ARREARS THEREOF) CANNOT BE TURNED INTO A LUMP SUM AND ROLLED OVER; or

B. any distribution which is one of a series of payments being made over a period of at least ten years; or

C. any distribution which is a minimum distribution required to be made by law after you attain age 70 1/2; or

D. the portion of any distribution which is not includable in your gross income; or

E. payments made to someone other than an employee, an employee's surviving spouse, or an alternate payee who is a spouse or former spouse as the result of a Qualified Domestic Relations Order.

If you make a direct transfer of an eligible distribution, you will not generally be liable at that time for income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution. Even if you do not make a direct transfer of an eligible distribution, you can generally defer paying income taxes on the eligible distribution if you pay that amount, including all associated taxes withheld, to another qualified retirement plan or to an individual retirement account within 60 days after you receive it. Such a payment is referred to as a "rollover distribution".

When you are entitled to receive such a distribution from the Plan, the Plan Manager will provide you with information about the distribution, any tax withholding requirements and a form for you to elect to have an eligible distribution transferred directly to another qualified retirement plan or to an individual retirement account. You should consult your tax advisor to get more specific information about the tax consequences of any distribution.

68. How will payments be made to me under the Plan if I am unable to care for myself due to either mental or physical incapacity?

If the Trustees determine that you, as a pensioner or beneficiary, are unable to care for your affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay your benefits to any entity or individual the Trustees believe will provide for your maintenance and support. If proper claim is made by you or your beneficiary's legal representative prior to any such payment, then the Trustees may pay your benefits to such representative instead.

RECEIVING YOUR PENSION

Since your pension payments will be a substantial part of your retirement income, the details regarding the actual payment are explained in the following.

69. When will my pension payments start once I have applied?

If you have satisfied all of the requirements of this Plan, your pension will start effective with the date you choose, but such date cannot be before the first day of the calendar month that is after the Plan Manager receives your application nor, for Normal and Early Pensions, the earliest first day of the calendar month that is at least 30 days after the Plan Manager provides you with information regarding the Married Couple form. This requirement does <u>not</u> apply if you are not married or if your surviving spouse is applying for his/her pension.

For example, if you are married and you submit your Normal or Early Pension application to the Plan Office on January 15th and have not, as yet, received the notice information from the Plan Office about the Married Couple option as it applies to you, your pension cannot start earlier than effective with March 1st.

70. How often will I receive my pension payments?

Pension payments are made monthly at the beginning of the month for the month then starting.

71. For how long will I receive my pension payments?

For annuities beginning on or after June 1, 2008, Normal and Early Pension payments are payable for as long as you live. The last payment that is payable is the one for the month in which you die.

For annuities beginning prior to June 1, 2008, Normal, Early and Service Pension payments were guaranteed for the first five years and were payable as long as you lived thereafter; the last payment that was payable was the one for the month in which you died unless you hadn't received five years of payments.

Disability Pension payments are payable as long as you live but not beyond the date you have satisfied the age and service requirements for either a Normal or Early Pension except that, if you stop being disabled (in accordance with the terms of what disability means under the Plan), the last Disability Pension payment will be the payment due for the month in which you recover.

A Disability Pensioner, at either Normal or Early Retirement Age, will have the opportunity to choose either a Normal or Early Pension.

72. Are there any circumstances under which my pension payments can be reduced, suspended, or forfeited?

Once you become eligible for a Normal or Early Pension, the payments are generally non-forfeitable. However, if you first retired between April 1, 2008 and June 1, 2008 and return to work your benefit is recalculated under the Rehabilitation Plan when you re-retire. Your pension can be reduced in this situation.

Additionally, an instance in which a suspension of such payments may take place is the situation in which you are over age 65, and, for at least 40 hours during a particular month, you are employed or self-employed at work at an occupation that earned you Pension Service under the Plan before you retired and in an industry covered by the Plan when you retired, anywhere in the Plan area (i.e. the State of New Jersey and any other state in which you are employed in employment calling for contributions to this Plan as the result of a "change in operations").

If you are under age 65, the suspension of pension payments may take place if you work at least one hour of employment in an industry covered by the Plan. If you do work (or are self-employed) in such employment, you are not entitled to a pension payment for that month.

Please refer to Part B of this booklet.

73. If I return to work under the Plan after once retiring on a Normal or Early Pension, then I retire again, how is my pension calculated?

You will receive credit for the additional contributions you have earned and your pension benefit will be adjusted annually, to the extent required by law, to reflect any additional benefit.

However, if you first retired between April 1, 2008 and June 1, 2008 and return to work your benefit is recalculated under the Rehabilitation Plan when you re-retire. Your pension can be reduced in this situation.

74. If I am interested in providing that my spouse participate in some way in my pension benefit, what should I do?

There is such a benefit available (see Question 75). When you apply for a pension benefit, if you are eligible, you and your spouse may provide that both of you will participate in your pension. You will be given the details as they apply to your own situation.

SURVIVING SPOUSE'S PENSIONS

There are two benefits available under the Plan that apply to the surviving spouse of a participant. One benefit may be waived by the retiring participant and the participant's spouse: the Married Couple benefit. The other benefit is automatic in the Plan: the Pre-Retirement Surviving Spouse's Pension.

75. What is the Married Couple form as it applies to pensions effective after 1984?

If you apply for a Normal or Early pension benefit, you and your spouse will have the opportunity to elect to receive a **reduced** monthly pension paid to you as long as you live with the provision that, if your eligible spouse outlives you, your spouse will start receiving 50%, 75%, or 100% (the choice is yours and your spouse's) of the reduced monthly pension that you had been receiving.

In order for your surviving spouse to be eligible to receive such a benefit at your death, your spouse must have been lawfully married to you for at least one year up to the effective date of your pension (your spouse need not be married to you at your death).

However, if you are married on the effective date of your pension, but have not been married for at least one year, you may still elect the Married Couple form. In this case, the Married Couple form will not become effective unless you survive past your first wedding anniversary.

If you apply for a Disability Pension Benefit, the Married Couple form is **NOT** available. However, if you receive a Disability Pension Benefit and survive to either your Normal or Early Retirement Age, you may elect the Married Couple form at that time.

76. How much is the monthly pension I will receive if I want the pension to be paid in the Married Couple form?

This will depend. Your spouse's age, as well as your own, must be taken into account.

For example, let's assume that you are retiring at age 65 with an accrued monthly pension benefit of $300 and your spouse is age 62. If you decided to **not** receive your benefit in the Married Couple form, you would receive a monthly pension of $300 that would be paid as long as you live and would stop with the date of your death. If you choose to receive a reduced monthly pension with the provision that 50% of such reduced monthly pension would continue to your surviving spouse as long as your surviving spouse lives (i.e. the Married Couple form), you would receive a monthly pension of $283.50 with the provision that your spouse would start receiving one-half of that, $142 (normal, early and married couple calculations are rounded up to the next $.50), for as long as your spouse lives after your death. If you choose to receive a reduced monthly pension with the provision that 100% of such reduced monthly pension would continue to your surviving spouse as long as your spouse lives (i.e. the Married Couple form), you would receive a monthly pension of $268.50 with the provision that your spouse would start receiving the same amount, $268.50, for as long as your spouse lives after your death.

If your spouse were 55 years old (instead of 62), the corresponding figure for the 50% Married Couple form would be $279 per month for you (instead of $283.50) and $139.50 for your spouse for as long as your surviving spouse lives after your death. If your spouse were 55 years old (instead of 62) the corresponding figure for the 100% Married Couple form would be $261 per month for you (instead of $268.50) and $261 for your spouse for as long as your spouse lives after your death.

These reductions apply to only the age combinations above. In all cases you should check with the Plan Office for the exact reductions for your situation.

Note: The reduction in the Married Couple Form shown in the above example is 1/2 of what it was prior to 1/1/2001. This improvement does not apply to any benefits "frozen" before 1/1/2001.

77. How do we choose not to receive my benefit in the Married Couple form?

When you are applying for your Normal or Early Pension, you and your spouse will have the opportunity to choose whether or not you will receive your benefit in the Married Couple form. You and your spouse will have a period of **at least 30** days in length to make up your minds regarding how the benefit is to be paid. If you do not want to receive your benefit in the Married Couple form, both you and your eligible spouse must elect not to receive it.

Your spouse's agreement to this waiver must be notarized and made during the **90-day** period ending with the effective date of your pension.

78. How can my spouse and I learn more about the Married Couple form of pension?

When you are considering retirement, contact the Plan Office and, at least 30 days prior to the effective date of your pension but no more than 90 days before the effective date of your pension, the Plan Office will provide you and your spouse with a written explanation of:

- the terms and conditions of the Married Couple form;
- your right to waive the Married Couple form, and the effect of such a waiver;
- your spouse's rights with respect to your choice of pension; and
- your right to revoke a previous election to waive the Married Couple form, and the effect of such a revocation.

79. If I pass away after retirement and my surviving spouse is eligible to receive the pension because I elected the Married Couple form, must my spouse apply for it?

Yes. All benefits must be applied for under the Plan.

80. Can I elect a Married Couple form if we haven't been married one year?

Yes, but the election would not become effective until the one year anniversary of your marriage. Your benefit would commence without reduction and would stop upon your death if you died prior to your one year anniversary. If you survived to your anniversary, your benefit would reduce to reflect the Married Couple election. Your spouse would than receive a benefit upon your death.

81. For how long will my spouse's pension be paid?

Your spouse's pension will be paid for the life of your surviving spouse. Once your spouse starts receiving it, it is non-forfeitable to your spouse for any reason except death.

82. What happens if I choose the Married Couple form, but no longer have a spouse when I retire?

In the event that your spouse pre-deceases you prior to the effective date of your pension, or you become divorced prior to the effective date of your pension, any election of the Married Couple form will be void and your pension will be determined in accordance with the provisions of the Plan and paid on a life annuity basis. However, if you are divorced before you retire, and, if your ex-spouse has a right to part of your pension under an appropriate qualified domestic relations order, then your ex-spouse's claim will be honored. Please refer to Section E. of this booklet.

83. If I choose the Married Couple form, retire and start receiving my reduced pension and something happens to my spouse, will the amount of my pension be raised back to its original level?

Effective for all pensions in the married couple form beginning on or after 1/1/2001, if your spouse dies before you do, the monthly benefit payable to you will be raised back to the amount payable under the life annuity basis. However, if you become divorced, the amount of monthly pension payable to you will remain unchanged unless a court order provides otherwise.

NOTE: This new "pop-up feature" does not apply to any benefits "frozen" before 2001.

84. How does the Pre-Retirement Surviving Spouse's Pension work?

In the event you die after you are vested but before the effective date of your Normal or Early Pension under the Plan, if your surviving spouse is eligible, your spouse will be eligible to start receiving a pension benefit on **what would have been** your earliest Early Pension Date after your death (immediately if you had already satisfied the age and service requirements for a Normal or Early Pension). Your spouse may defer reception of this benefit even beyond the earliest possible date, but not beyond the date after April 1st of the year after he or she reaches age 70 1/2. It will be payable monthly for as long as your spouse lives.

This is called the Pre-Retirement Surviving Spouse's Pension.

In order to be eligible to receive such a benefit, your spouse must have been lawfully married to you for at least one continuous year ending on the date of your death.

85. How much is that monthly pension?

The monthly pension that is payable to your surviving spouse is calculated as if you had retired on your earliest possible Normal or Early Pension Date, after your death, and elected that your spouse participate in the benefit with you (in the 50% Married Couple form). Your spouse would start receiving 50% of what would have been your reduced monthly pension at that time (but not before the month following your death).

If it is advantageous for your surviving spouse to defer the payment of this pension until a point in time after your earliest possible Normal or Early Pension Date, he or she may elect to do so.

Example 1. Assume that you had accrued a vested monthly pension benefit of $200 and were age 60 at the date of your death, had not retired at your earliest Early Pension Date, kept working, and your spouse was age 57 at the time of your death. Let's assume further, that the first day of the month immediately following your death was exactly 24 whole calendar months prior to your 62nd birthday. Your accrued monthly pension benefit of $200 was scheduled to start at your Normal Pension Date. The fact that we are assuming you had retired 24 months ahead of your 62nd birthday means that there would be a 12% reduction (see Question 49), assuming the Rule of 90 doesn't apply, in what would otherwise have been your Normal Pension; this means that the pension that would have been paid to you at your Early Pension Date is $176 per month.

However, it is assumed that you would have elected the 50% Married Couple form; this would have reduced your monthly pension to $166.14 (rounded to $166.50). This is the amount that would have been paid to you monthly had you retired instead of dying, with the pension benefit paid in the 50% Married Couple form.

Accordingly, in the example we are describing, your eligible spouse would start receiving, at your death, $83.25 (rounded to $83.50) per month payable for as long as your spouse lives.

Example 2. Assume that you had accrued a vested monthly pension benefit of $200 at the date of your death, were age 53, and your spouse age 50 at the time of your death. The earliest that you could have retired is age 57, 60 months prior to age 62. Your Early Pension would have been $140 (your Normal Pension reduced by 30%). After reflecting the 50% Married Couple form (factor of .944), your benefit would have been $132.50 (after rounding up). Your spouse would be eligible to receive a monthly pension of $66.50 (rounding up). But it would not start until the first day of the month coinciding with, or, otherwise, next following what would have been your 57th birthday (your earliest Early Pension Date).

86. May my spouse elect to receive the Pre-Retirement Surviving Spouse's Pension as a lump sum?

No.

DEATH BENEFIT

There are no other death benefits included in the Plan after May 31, 2008.

APPEAL PROCEDURE

Each claim for any benefit disbursement under the Plan is reviewed under the direction of the Trustees. The facts that are presented with the claim are what are considered, primarily, in evaluating it. Sometimes the Plan Office will not receive all the pertinent details when a claim is presented; this could result in a denial or delay of your claim. However, regardless of the reason for the denial, you are entitled to a review of your denied claim.

87. How can I appeal a decision by the Fund to deny my application for a benefit under the Plan?

If your claim is denied completely, or in part, and you wish to appeal, you must **write** to the Trustees at the Plan Office, asking that the claim denial be reviewed. The Trustees will set a meeting for the review. If permitted by the Trustees, you may attend the meeting yourself, otherwise you may present your appeal in writing. You will have an opportunity to review the documents which relate to the claim itself.

After the hearing, the Trustees will review their decision and communicate the results of the review directly to you. Please review Part C of this booklet for additional information.

88. Is there a time limit for appeal?

Yes. In order for you to be able to use the appeal procedure, you must make your written request to the Trustees for the review within 60 days following the date that you receive the denial.

89. Where can I find out more about the appeal procedure?

The complete text of the procedure is contained in Part C of this booklet.

PART B.

PLAN PROVISIONS REGARDING SUSPENSION OF NORMAL, EARLY AND SERVICE PENSIONS

ARTICLE
<u>SUSPENSION OF NORMAL, EARLY AND SERVICE PENSION BENEFIT</u>

GENERAL

In the event a Normal, Early or Service Pensioner works at least 40 hours (one hour if not yet age 65) in Prohibited Employment in the Plan area (anywhere if not yet 65) in a month for which the Pensioner is entitled to a Normal, Early or Service Pension payment hereunder as the result of successful application for such payment, the pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to the Pensioner by the Trustees.

PROHIBITED EMPLOYMENT

For the purpose of this Article, Prohibited Employment means:

<u>Before Age 65:</u>

Employment or self-employment, other than managerial, for which the Pensioner is compensated by an employer, whether union or non-union, whether contributions are required to be made to the Fund for such employment or not, of a type of work covered by a collective bargaining agreement with Local 641.

<u>After Age 65:</u>

Employment or self-employment, other than managerial, for which the Pensioner is compensated by an employer, whether union or non-union, whether contributions are required to be made to the Fund for such employment or not, in the same industry in which Employees covered by the Plan worked at the effective date of the affected Pensioner's pension, and in the same profession, trade or craft in which the affected Pensioner worked at any time that was classed as Covered Employment for the Pensioner.

PLAN AREA

For the purposes of this Article, Plan Area means the state of New Jersey and any other state in which a participant is employed in employment calling for contributions to this Plan as the result of a "change in operations".

NOTIFICATION

No pension benefit payments may be withheld from a Pensioner in any month unless, and until, during the first such month the Trustees notify the Pensioner of the suspension. Such notification shall be delivered personally or by first class mail and shall contain:

A. A description of the reason pension payments are being suspended.

B. A general description of this Article.

C. A copy of this Article.

D. A statement that an appeal of the Trustees' decision in this matter may be accomplished using the Plan's claim denial appeal procedure.

E. A statement that the Department of Labor regulations dealing with suspension of benefits may be found in section 2530.203-3 of the Code of Federal Regulations.

F. A copy of the section of this Article dealing with recovery of payments that should have been withheld.

PRESUMPTION

Subject to correction by actual evidence, the Trustees may presume that a Pensioner who works at least some time in Prohibited Employment in a month has or will work at least 40 hours in such Prohibited Employment in that month unless, within five days of the start of such employment, the Pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Article.

RESUMPTION OF PENSION PAYMENTS

In order that the payment of monthly pension benefits is resumed under this Plan once a suspension described in the first two sections of this Article has taken place, the Pensioner must notify the Trustees in writing that such Pensioner has ceased working at Prohibited Employment.

If the resumption of payments occurs prior to 1988, the Trustees shall resume the pension payments to the Pensioner in the same monthly amount that the Pensioner had been receiving prior to suspension. If the resumption of payments occurs after 1987, the Trustees shall resume the pension payments to the Pensioner in a monthly amount, adjusted annually, to the extent required by law, which shall reflect any additional benefit earned.

In either event, such payments shall resume with the first day of the third calendar month following the calendar month in which the Trustees receive the Pensioner's notice called for in this Article. Subject to the next Section, should the Pensioner be due any payments for months in which the Pensioner did not work the proscribed duration of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

The benefits for Participants who initially retire after April 1, 2008, return to work, and subsequently retire again are not protected from being reduced. If a Participant retires, returns to work, and there is a benefit reduction under an update to the Rehabilitation Plan prior to his return to retired status, his entire benefit is subject to those new reductions.

RECOVERY

In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payments otherwise payable to the Pensioner for the months immediately following his cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the otherwise size of future recommenced monthly pension payments by no more than 25% until such recovery is complete.

STATUS DETERMINATION

A Pensioner or Employee may write to the Trustees to determine if an actual or contemplated employment is Prohibited Employment and the Trustees shall reply to such request for information after securing enough details to make such a judgment.

EXCEPTION

The provisions of this Article shall not apply to any pension benefits paid to a Pensioner after the March in the calendar year that immediately follows the calendar year in which the Pensioner reaches age 70 1/2.

PART C.

CLAIM DENIAL PROCEDURE

CLAIM DENIAL

The Fund shall make determinations regarding claims for benefits under the Plan by all persons. In the event a claim is denied, wholly or in part, the Fund shall furnish, within 90 days of filing of the claim, to a claimant whose claim has been denied a written notice stating:

A. The specific reason(s) for the denial.
B. The specific reference(s) to the Plan provisions on which the denial is based.
C. The way(s) in which the claim might be perfected.
D. A statement of the Plan appeal procedure.

If special circumstances require that the Trustees need more time than 90 days to consider a claim, then the period for notification to the claimant may be extended an additional 90 days provided the Trustees notify the claimant, within the initial 90-day period, explaining the special circumstances and indicating the date by which a final decision is expected.

If the claimant receives no response as to the claim's disposition within 90 days of filing the claim (180 days in the case of special circumstances), the claim shall be considered denied.

APPEAL

Any claimant whose claim for benefits has been denied shall have the right to an appeal to the Trustees for a review of the Trustees' decision, provided that the claimant requests such appeal in writing within 60 days from the receipt of the Trustees' denial.

The claimant may present the claimant's views in writing and, if permitted by the Trustees, may appeal in person before the Trustees at a date set for such hearing, with an opportunity to review the Plan documents which relate to the claim.

Following such hearing, the Trustees shall communicate their decision in writing to the claimant. The Trustees shall construe the terms and provisions of the Plan and Agreement and Declaration of Trust to the extent required by law and their decisions shall be binding and final.

ARBITRATION

A claimant whose claim for benefits has been denied, in whole or in part must offer in writing to submit the claim to the New Jersey State Board of Mediation for arbitration.

If the Trustees accept the claimant's offer, the claim will be submitted to the New Jersey State Board of Mediation for arbitration, and the resulting arbitration decision will be final and binding.

The claimant may not file a lawsuit or initiate any other proceeding seeking benefits until either the Trustees have declined to accept the claimant's offer to arbitrate, or the arbitration decision has been rendered.

PART D.

YOUR RIGHTS UNDER ERISA

As a participant in the Teamsters Local 641 Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator's office and at other specified locations, 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this annual funding notice.

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.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

If your claim for a 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.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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 or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

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

If you have any questions about this statement or about your rights under ERISA, you may contact the nearest Regional Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor. This office is located at 33 Whitehall Street, 12th Floor, Suite 1200, New York, NY 10004; the phone number is (212) 607-8600; the fax number is (212) 607-8681.

You may also contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

PART E.

PLAN PROCEDURES FOR DETERMINING THE QUALIFIED STATUS OF A DOMESTIC RELATIONS ORDER

Effective January 1, 1985, the Plan is required to comply with certain court orders (or judgments, decrees or approved property settlements) requiring distribution of a participant's benefits under the Plan to his or her spouse or dependent in order to meet the participant's alimony, marital property rights or dependent support obligations.

The Board of Trustees hereby delegates to the Plan Manager responsibility for determining whether orders are qualified as herein provided, and of following the procedures set forth herein, subject to review and final decision by the Trustees where necessary. The Plan Manager in turn may refer any and all matters to counsel for assistance where necessary.

The Trustees will treat any such order received by the Plan as a Qualified Domestic Relations Order if they determine that the following requirements are satisfied:

(1) The order is made pursuant to a State domestic relations law (including a community property law).

(2) The order creates or recognizes an alternate payee's right to (or assigns an alternate payee the right to) receive all or a portion of the participant's benefits. An "alternate payee" is defined as any spouse, former spouse, child or other dependent of the participant who is recognized in the order as having a right to receive all (or a portion of) the benefits payable to the participant under the Plan.

(3) The order clearly specifies:

(a) the name and last known mailing address (if any) of the participant and the name and mailing address of each alternate payee covered by the order,

(b) the amount or percentage of the benefits to be paid by the Plan to each such alternate payee (or the manner in which the amount or percentage is to be determined),

(c) the number of payments or the period to which the order applies, and

(d) each Plan to which the order relates; and

(4) The order does not require the Plan to provide:

(a) any form of benefit not otherwise available under the Plan,

(b) actuarially increased benefits, or

(c) benefits to an alternate payee which are to be paid to another alternate payee under a separate order previously determined to be a Qualified Domestic Relations Order.

A domestic relations order will be deemed a Qualified Domestic Relations Order even if it requires payment of benefits to an alternate payee prior to the participant's separation from service (whether or not the participant actually retires on that date), but only if:

(1) The participant has attained (or would have attained) the earliest retirement age under the Plan before the date payments are required to begin to the alternate payee.

(2) Benefit payments are computed as if the participant had retired on the date on which the payments are to begin (based on the present value of benefits actually accrued, without taking into account any employer subsidy for early retirement).

(3) Such payments are in a form in which benefits may be paid under the Plan to the participant (other than in the form of a Joint and Survivor Annuity with respect to the alternate payee and his or her subsequent spouse).

In order to receive payments from the Plan, the alternate payee(s) must furnish the Trustees with a copy of the domestic relations order (certified by the clerk of the court). Following receipt thereof, the Trustees will promptly send notice to the participant and any other alternate payee(s) of their receipt of the order, of the Plan's procedures for determining whether domestic relations orders are qualified as provided above, and within a reasonable period thereafter, of their final determination regarding the qualified status of the order. All notices will be mailed to the address(es) specified in the order. An alternate payee may designate representatives for service of notices.

The Trustees will determine whether the order is qualified based on the above-mentioned requirements. If the Trustees determine that the order is qualified, the participant and alternate payee(s) will be notified in writing of such determination and the date on which payments are scheduled to commence. The Trustees may request the participant and the alternate payee(s) to furnish an acknowledgement of the receipt of the notice of payment of benefits, a general release, a correct mailing address and any other documents as they, in their sole discretion deem necessary. The Trustees may also require the participant and alternate payee(s) to provide such information as would normally be required of the participant prior to the payment of benefits under the Plan.

If the Trustees determine that the order is not qualified, they will notify the participant and alternate payee(s) in writing, setting forth the specific reasons for so concluding. The participant and alternate payee(s) will have the right to appeal such determination by written request filed with the Trustees, in accordance with the Plan's existing claims procedures as set forth in the Plan's summary plan description, a copy of which section will be included in the notification sent to the alternate payees.

Upon written notice from a participant or potential alternate payee that a qualified domestic relations order is being sought, the Trustees will place a hold on the distribution of all benefits to a participant for 90 days. The Trustees will withhold a lesser amount on notice that either the participant or alternate payee is seeking an order which would require that only a portion of the participant's benefits be paid to an alternate payee. If, within such 90 days, an order determined to be qualified by the Trustees and/or Plan Counsel is entered by a court of competent jurisdiction, the Trustees will pay the withheld amounts to the person or persons entitled to receive them. If, within the 90 days, no qualified order is entered, the Trustees will pay the withheld amount to the person who would have received the amounts if the Plan had not received notice that a qualified domestic relations order was being sought. If the Trustees thereafter receive a qualified order, payments will be made in accordance with the order but prospectively only.

During any period in which the issue of the qualified status of a domestic relations order is being determined, the Trustees will segregate, in a separate account or in an escrow account, the amount that would have been payable to the alternate payee(s) during such period, had the order been determined to be qualified, and will continue to segregate such amounts until the earlier of the date a determination is made or the expiration of 18 months.

If, within such 18 months, the Trustees and/or Fund Counsel determine the order to be qualified, the Trustees will pay the segregated amounts (plus any interest earned thereon) to the person or persons entitled to receive them. If, within the 18 months, the order is determined not to be qualified, or if the 18-month period has expired and no determination is made, the segregated amount (plus any interest) will be paid to the person who would have received the amounts if there had been no order. Thereafter, any determination that an order is qualified will apply prospectively (i.e., the Plan will not be liable for payments to alternate payee(s) for the period before the order was determined to be qualified). The Plan will be discharged from any obligation or liability to any participant or alternate payee(s) to the extent of any payment made pursuant to these procedures, provided the Trustees have acted in accordance with their fiduciary responsibility.

PART F.

INSURANCE PROVIDED BY THE PENSION BENEFIT GUARANTY CORPORATION

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by the sum of (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33 of the accrual rate. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For someone with 30 years of service, the guarantee limit would be $12,870.

The PBGC guarantees "basic pension benefits", subject to legal limits. These generally include: (1) normal and most early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) annuity benefits for survivors of Plan participants.

The pension benefit PBGC pays depends on (1) provisions of the Plan, (2) legal limits, (3) the form of your benefit, (4) your age, (5) Plan assets and (6) amounts (if any) PBGC recovers from the employers for Plan underfunding.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

PART G.

CIRCUMSTANCES UNDER WHICH BENEFITS MAY BE LOST, SUSPENDED, REDUCED OR DENIED

Under certain circumstances you may lose all or part of your accrued benefits. Some situations are:

A. If you break your service before you are vested (and do not reinstate it), any benefit associated with the lost service is also lost.

B. Under certain circumstances, in accordance with federal guidelines, the Trustees may retroactively reduce benefits.

C. If any detail regarding your participation under the Plan has been misstated, or a clerical error occurs, which causes a higher benefit to be paid you than that to which you are entitled, an adjustment in your benefit will be made, based upon the facts.

D. If you return to work in Prohibited Employment after retiring your pension benefit for months of such work will be forfeited.

E. If you first retired between April 1, 2008 and June 1, 2008 and return to work your benefit is recalculated under the Rehabilitation Plan when you re-retire. Your pension can be reduced in this situation.

F. It is possible, in certain circumstances, that a reduction might take place in your benefit accrued under this Plan. Current federal legislation places a maximum on how much retirement benefit an employee is permitted to receive from one or more qualified retirement plans.

G. The terms of a qualified domestic relations order may take away part, or all, of your benefits.

H. If the Plan terminates and there are not enough assets to provide your benefit and the Pension Benefit Guaranty Corporation does not make up the difference, there will be a reduction in your accrued benefit.

I. If you are judged guilty of causing a loss in Plan assets, through criminal activity, you may, under certain circumstances, forfeit all or part of your benefits.

J. If you cannot be located.

K. If you do not qualify for benefits under the Plan's eligibility rules.

PART H.

TECHNICAL DETAILS

As required by the Employee Retirement Income Security Act of 1974 ("ERISA")

1. **Plan Name:** Teamsters Local 641 Pension Plan.

2. **Edition Date:** This summary plan description is produced as of March 1, 2011.

3. **Plan Sponsor:** Board of Trustees of the Teamsters Local 641 Pension Fund.

4. **Plan Sponsor's Employer Identification Number:** 22-6220288.

5. **Plan Number:** 001.

6. **Type of Plan:** A defined benefit pension plan, the contributions to which are negotiated and the benefits of which are determined by the Trustees.

7. **Plan Year Ends:** February 28th (February 29th in leap years).

8. **Plan Administrator:**
   Board of Trustees of the Teamsters Local 641 Pension Fund
   714 Rahway Avenue
   (2nd Floor)
   Union, NJ 07083
   Phone: (908) 687-4488

9. **Agent for the Service of Legal Process:**
   Mary Anne Gerlach, Plan Manager
   Teamsters Local 641 Pension Plan
   714 Rahway Avenue
   (2nd Floor)
   Union, NJ 07083
   Phone: (908) 687-4488

   In addition to the person designated as agent of service of legal process, service of legal process may also be made upon any Plan Trustee.

10. **Type of Plan Administration:** Self-administration.

11. **Type of Funding:** Self-insured.

12. **Sources of Contributions to Plan:** Employers required to contribute to the Teamsters Local 641 Pension Fund.

13. **Collective Bargaining Agreements:** This Plan is maintained in accordance with collective bargaining agreements. A copy of any of these agreements may be obtained by you upon written request to the Plan Manager and is available for examination by you at the Plan Office.

14. Funding Medium for the Accumulation of Plan Assets: All contributions and investment earnings are accumulated in a trust fund which is utilized to pay benefits to eligible participants and beneficiaries and to defray the reasonable costs of administration.

15. Participating Employers: You may receive from the Plan Manager, upon written request, information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.

16. Plan Benefits Provided By: Teamsters Local 641 Pension Fund.

17. Eligibility Requirements, Benefits and Termination Provisions of the Plan: See Part A of this booklet.

18. How to File a Claim: Application for all benefits must be made in writing on forms that should be obtained from the Plan Manager at the Plan Office. You may secure such forms by writing, telephoning or visiting (during the hours of 8:30 A.M. to 4:00 P.M. on regular business days) the Plan Office. The address is:

714 Rahway Avenue
(2nd Floor)
Union, NJ 07083
Phone: (908) 687-4488

No benefit payments will be due prior to the first day of the month following the date a signed application is received at the Plan Office, if all of the procedures, as described in this summary plan description, are followed properly.

19. The Plan Sponsor and Plan Administrator: Is the Board of Trustees of the Teamsters Local 641 Pension Plan. The following are the individual Trustees that make up the Board as of January 1, 2011: