

# **Teamsters Allied Pension Fund of Maryland**

## **Summary Plan Description**

This Summary Plan Description was revised as of January 1, 2009 and supersedes all previous versions. The text reflects the Plan provisions as of September 1, 2008.

**TEAMSTERS ALLIED PENSION  
FUND OF MARYLAND**

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To All Participants:

We are pleased to present you with this revised booklet which describes the pension and other benefits provided by the Teamsters Allied Pension Fund of Maryland. This Summary Plan Description (SPD) explains key features of the Plan Document, as amended and restated effective September 1, 2002, together with all amendments made to the Plan through [April 2, 2008]. The rights and benefits, if any, of any Plan participant whose employment with the Company ended prior to September 1, 2002 may be determined under prior versions of the Plan.

This booklet summarizes the specific rules and regulations of the Plan, including eligibility requirements and instructions regarding claim procedures.

This booklet is not a contract of employment. It does not contain the Agreement and Declaration of Trust or the related Collective Bargaining Agreement. There also are documents that govern the operation and administration of this Plan. In addition, other contracts, such as administrative service agreements, may affect the operation of this Plan. The Plan must be interpreted in accordance with these documents, which are available for your inspection at the Fund Office. If there is any conflict between this Summary Plan Description and the official plan documents and contracts, the official plan documents and contracts will govern.

The Trustees intend to continue the Plan described in this booklet indefinitely. However, they reserve the right to suspend, terminate, amend, or modify the Plan in whole or in part at any time.

We urge you to read this booklet carefully so that you will be familiar with the benefits available to you and your family and understand your rights under the Plan.

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

Sincerely,

The Board of Trustees

# Table of Contents

<b>Introduction .....</b>	<b>1</b>
<b>Highlights of the Plan.....</b>	<b>2</b>
Contributions .....	2
Eligibility .....	2
Types of Pensions .....	3
Pension Amount.....	3
Pension Payments after Age 70½ .....	4
<b>Pension Credits .....</b>	<b>5</b>
Pension Credit for Non- Working Periods .....	5
Vesting Service .....	6
Becoming Vested in a Non- forfeitable Benefit.....	6
Breaks in Service .....	7
<b>When You May Receive a Pension.....</b>	<b>9</b>
Normal Pension.....	9
Early Pension .....	9
Deferred Pension.....	10
Disability Pension .....	10
Working after Retirement .....	12
When You May Work and Continue To Receive Benefits .....	12
<b>Pension Amounts .....</b>	<b>13</b>
Contribution Rate.....	13
Benefit Rate .....	13
Formula .....	14
Example .....	14
Reductions In Pension Amounts .....	15
<b>Pension Payment Options .....</b>	<b>16</b>
Husband and Wife Pension.....	16

Optional Payment Forms .....	17
5, 10, 15 or 20 Year	
Certain Option.....	17
Single Life Option.....	17
66-2/3%, 75% or 100%	
Husband and Wife Pension .....	17
Small Benefits.....	18
Taxes on Your Payments .....	18
<b>Death Benefits .....</b>	<b>19</b>
Survivor Benefits .....	19
Pre-retirement Lump Sum	
Death Benefits .....	19
Post-retirement Lump Sum	
Death Benefits .....	20
<b>How to Apply For Benefits .....</b>	<b>21</b>
If Your Benefit Claim is	
Denied.....	22
Denial of Claims (Other	
Than Disability Benefit	
Claims).....	22
Right to Appeal .....	22
Denial of Disability	
Benefit Claims .....	23
Notice of Denial .....	23
<b>General Information About</b>	
<b>Your Pension Fund.....</b>	<b>24</b>
Fund Administration.....	24
Plan Numbers and Plan Year .....	25
Contact for Legal Matters .....	25
Trust Fund.....	25
Amendment and Termination	
Of The Plan.....	25
Reserve of Trustee Discretion.....	25
Contribution Source.....	25
The Pension Benefit	
Guaranty Corporation.....	26

**Rights under Employee  
Retirement Income Security**

**Act Of 1974.....27**  
    Receive Information about  
    Your Plan and Benefits.....27  
    Prudent Actions by Plan  
    Fiduciaries .....28  
    Enforce Your Rights .....28  
    Assistance with Your  
    Questions .....29  
**Appendix 1: Contribution  
Rates and Monthly Accrued  
Benefits .....30**

## Introduction

The Teamsters Affiliated Pension Fund of Maryland (the “Plan”) is designed to provide a source of income during retirement and to supplement your Social Security benefit and personal savings. Here are some key features of the Plan:

- You make no contributions to the Plan; all contributions to the Plan are made by Contributing Employers under Collective Bargaining Agreements with Teamsters Local No. 311.
- You earn a right to receive a lifetime monthly Normal Pension benefit when you complete 5 Years of Vesting Service.
- Your Years of Pension Credit are used to determine the amount of your pension benefit.
- Your full benefit may be paid beginning at Normal Retirement (age 62). Or, if you have accrued at least 10 Pension Credits and completed 5 Years of Vesting Service, you may receive reduced benefits beginning as early as age 57.
- If you die after you are vested, but before retirement age, your surviving spouse will receive a death benefit.

Although this Plan has been changed from time to time, the benefits and rules in effect when you last worked under the Plan will generally apply to any benefits paid to you.

The Plan has been amended several times over the years to revise contract benefit provisions and to recognize changes in the tax laws that affect the Plan. This Summary Plan Description (SPD) summarizes the major features of the Plan and explains changes that took effect up to [April 2, 2008]. It is the summary plan description as required by the Employee Retirement Income Security Act (ERISA) of 1974.

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**Please read this Summary Plan Description (SPD) carefully. If there are any differences between this Summary Plan Description and the Plan document, the Plan document will govern. If you have any questions, contact the Fund Office.**

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## **Highlights of the Plan**

### **Contributions**

All contributions to the Teamsters Allied Pension Fund of Maryland (the “Plan”) are made in accordance with Collective Bargaining Agreements between the Contributing Employers and Teamsters Local No. 311. No employee contributions are required or permitted.

### **Eligibility**

You are eligible to participate in the Teamsters Allied Pension Fund of Maryland if:

- you are represented by the Teamsters Local Union No. 311; or
- you are a leased employee as defined by the Plan.

Your initial participation will begin as of the September 1 or March 1 after the date that contributions have been received for at least 1,000 hours of your service earned during a previous 12 consecutive month period.

You are not eligible to participate in the Plan if you are a self-employed person or sole proprietor of a Contributing Employer.

## Types of Pensions

There is no mandatory retirement date. Generally, to qualify for a pension under this Plan, you must meet one of the following requirements:

<b>Normal Pension</b>	You retire on or after age 62 with the required period of participation.
<b>Early Pension</b>	You retire on or after age 57 with at least 10 Pension Credits and with 5 years of Vesting Service (see Page 9).
<b>Disability Pension</b>	You become Permanently and Totally Disabled as defined in the plan before normal retirement and you have earned at least 5 Pension Credits (10 Pension Credits before September 1, 1998), provided you have worked on or after September 1, 1989 in covered employment within the last 12 months before your disability.
<b>Deferred Pension</b>	You will qualify for a benefit payable at age 62 if you complete 5 years of Vesting Service.

## Pension Amount

The amount of your pension depends on your years of Pension Credit, the highest Contribution Rate made to the Plan on your behalf for service before September 1, 1980, and the highest Contribution Rate in each year thereafter.

If you are married when you retire, your benefit will be paid as a Husband and Wife Pension unless you and your spouse reject this payment form in writing. The amount of the Husband and Wife Pension is initially reduced because it will be paid for two lifetimes. This reduced amount is paid while you and your spouse are both alive, and 50% of that amount is paid to your spouse for his or her lifetime should you die first. If you do not receive a Husband and Wife Pension, your pension benefit will be paid for your life only unless you elect one of the options described later in this booklet.

## **Pension Payments after Age 70½**

The Fund is required to begin distributing your pension no later than the April 1st following the calendar year in which you reach 70½ even if you are still actively employed. For example, if your birthday is May 1, 1938, you will turn 70½ on December 1, 2008. Therefore, pension payments to you must begin no later than April 1, 2009.

## Pension Credits

The way that Pension Credits are determined has changed over the years, as shown in this chart:

<b>Employment Period</b>	<b>How Pension Credits Are Determined</b>
<b>Before September 1, 1976</b>	<ul style="list-style-type: none"> <li>➤ You receive one Pension Credit for each Plan Year (September 1-August 31) of continuous employment before the date your employer became a Contributing Employer (to a maximum of 5 Pension Credits).</li> <li>➤ You also receive one Pension Credit for each Plan Year after your employer became a Contributing Employer in which you worked 1,200 hours or more.</li> </ul>
<b>September 1, 1976 through August 31, 1982</b>	<ul style="list-style-type: none"> <li>➤ You receive one Pension Credit for each Plan Year in which you worked 1,000 hours or more for a Contributing Employer.</li> </ul>
<b>After August 31, 1982</b>	<ul style="list-style-type: none"> <li>➤ You receive 1 Pension Credit for each Plan Year in which you work 1,000 hours or more or <i>one-half</i> (1/2) of one Pension Credit for each Plan Year in which you work 500 hours but less than 1,000 hours for a Contributing Employer.</li> </ul>

## Pension Credit for Non-Working Periods

In addition to actual hours worked, you may be entitled to Pension Credit for the following periods:

- Service in a uniformed service of the United States may be counted as Pension Credit for all Plan purposes including benefit accrual, vesting and participation. A lifetime total of 5 years of service or less may be granted for military service (unless you initially signed on for more than 5 years or your obligation is involuntarily extended during a war or operational mission, etc). To be eligible for Pension Credit, you must meet certain requirements, such as giving advance notice of your service to

your employer, applying for re-employment within the required time limits, furnishing documentation of your service and an honorable discharge, and any other requirements under current Federal law.

- Up to 600 hours per period of disability (as determined by the Board of Trustees).

The Fund Office can explain further if these provisions affect you.

## **Vesting Service**

You earn Vesting Service at the same time you are earning Pension Credits but only during the period your employer is contributing to the Plan. Vesting Service is used to determine your eligibility for a Deferred Pension. The amount of your pension, however, is still based on your Pension Credits. You receive one year of Vesting Service for each Plan Year in which you are credited with 1,000 hours or more of employment. In addition to the hours described above, you also will receive Vesting Service for employment after August 31, 1976 outside the Collective Bargaining Agreement with a Contributing Employer, provided there is no break in employment from service covered under the Collective Bargaining Agreement.

## **Becoming Vested in a Non-forfeitable Benefit**

If you have performed an hour of service after August 1989, you are eligible to receive a Deferred Pension if:

- You are age 62, **and**
- You have at least 5 years of Vesting Service.

If you have **not** performed an hour of service since August 1989, you are eligible to receive a Deferred Pension if:

- You are age 62, **and**
- You have at least 10 years of Vesting Service.

## Breaks in Service

You can have a One-Year Break in Service or a Permanent Break in Service if you leave the industry or do not work a minimum number of hours for a Contributing Employer in a category covered by the Collective Bargaining Agreement.

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**A “Break in Service” can affect whether you receive benefits and the amount of any benefit. A Break in Service will not affect your benefit if you are vested.**

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This chart explains how breaks in service are determined and describes how benefits may be affected:

<b>Employment Period</b>	<b>Breaks in Service and Permanent Break in Service</b>
<b>One Year Break in Service</b>	<ul style="list-style-type: none"> <li>➤ After August 31, 1976, you will have a <b>One-Year Break in Service</b> if you do not complete 501 hours of service in covered employment in any Plan Year. This means that you are no longer a Participant in the Plan.</li> <li>➤ If you return to a job covered by the Pension Plan before you have a Permanent Break in Service and you work for at least 1,000 hours in a Plan Year, you can “repair” your Break in Service and qualify as a Plan participant.</li> </ul>
<b>Permanent Break in Service</b>	<ul style="list-style-type: none"> <li>➤ If you suffer a <b>Permanent Break in Service</b>, all of your Pension Credits and your years of Vesting Service are cancelled. If you later return to the Pension Plan, you will be treated as a new Participant with no previous credit.</li> </ul>

<p><b>Before September 1, 1976</b></p>	<p>➤ You had a Permanent Break in Service if you earned less than 1 Pension Credit (1,200 credited hours) during a Plan Year, or less than an average of 1,200 credited hours a year in a 3-year period (current year plus 2 previous years). If you had a Permanent Break in Service before September 1, 1976, Pension Credits will be counted only from the time you returned to work after the break in service.</p>
<p><b>Employment Period</b></p>	<p><b>Breaks in Service and Permanent Break in Service</b></p>
<p><b>September 1, 1976 through August 31, 1985</b></p>	<p>➤ You had a Permanent Break in Service if you had less than 10 years of Vesting Service <b>and</b> you had a series of Break Years that exceeded the length of your Vesting Service. For example, if you had 6 years of Vesting Service and your break in service period was 7 years, then you would have a Permanent Break in Service.</p>
<p><b>After August 31, 1985</b></p>	<p>➤ You will have a Permanent Break in Service if your series of break years exceeds the greater of 5 years, or your total years of Vesting Service.</p>

## When You May Receive a Pension

### Normal Pension

You are eligible for a Normal Pension as of the first of the month that falls on or next follows:

- Age 62, or
- The fifth anniversary of your participation date, if later.

The amount of the Normal Pension is described in the next section.

### Early Pension

You are eligible for an Early Pension if:

- You are at least age 57, and
- You have at least 10 Pension Credits and you have completed 5 years of Vesting Service.

Since an Early Pension is expected to be paid for a longer period of time, the amount of pension is reduced. The amount of the Early Pension is the Normal Pension amount (described in the next section) reduced by 0.37% for each month (4.44% for each year) you are younger than age 62 on the date your pension starts. This table shows the amount of the reduction at various ages, and the amount paid if, for example, your Normal Pension amount were \$500.00:

<b>Exact Age</b>	<b>Reduction</b>	<b>Remaining Benefit</b>
62	0	\$500.00
61	4.44%	477.80
60	8.88%	455.60
59	13.32%	433.40
58	17.76%	411.20
57	22.20%	389.00

## Deferred Pension

If you have at least 10 Pension Credits and if you have completed 5 years of Vesting Service when you leave covered employment, you will be able to receive your pension as early as age 57 (under the Early Pension described above).

The amount of the Deferred Pension is based on your Pension Credits (not Vesting Service), and is calculated the same way as a Normal or Early Pension, according to the benefit provisions in effect when you left covered employment.

## Disability Pension

You are eligible for a Disability Pension if you meet **each of** these requirements:

- You are Permanently and Totally Disabled, and
- You are vested in the Plan (see “Vesting Service” on page 6), and
- You have been permanently disabled for 5 consecutive months, and
- You have completed an hour of service within the 12 months before your disability.

“Permanent and Total Disability” means you are currently receiving Social Security disability benefits, and you are unable to engage in any substantial employment due to medically determined mental or physical reasons that can be expected to result in your death or be of a long, continued and indefinite period of time. In other words, the condition must be expected to last your entire life.

The Trustees will award a Disability Pension based upon medical evidence of your total and permanent disability. You may be required to submit to an examination by a physician or physicians selected by the Trustees. You also may be required to submit to re-examination periodically at the Trustees discretion. One example of medical evidence would be entitlement and receipt of a disability award from the Social Security Administration.

The amount of the Disability Pension is calculated the same as a Normal Pension (described in the next section). There is a five month waiting period from the date of disability until your pension can start. Also, you **must** file an application before the benefit can start.

If you later recover from the disability, you can return to work covered under this Plan. When you retire again, your pension will be based on all of your years of service. You must earn at least one additional year of Vesting Service for your pension amount to be recalculated.

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**You cannot receive a pension while receiving Accident & Sickness benefits from the Affiliated Teamsters Health & Welfare Fund.**

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## **Working after Retirement**

You may work after retirement (except Disability Retirement) without limit in another type of job that is not covered under the Collective Bargaining Agreements of this Plan. If you work 40 or more hours in a calendar month under this Plan or in a related craft or industry in the same geographical area covered by this Plan, your monthly benefits will be suspended from the month you work until you cease such employment. You will receive a special notice about this suspension of benefits. After that period, your benefits will begin again. Your new pension will be recalculated, taking into account any additional benefits earned during your period of reemployment.

You are responsible for notifying the Plan if you start working again after you begin receiving your pension benefits. If the Trustees become aware that you are reemployed, the Plan may determine that your benefits should be suspended as described above.

## **When You May Work and Continue To Receive Benefits**

Your monthly benefit will not be suspended if are reemployed and:

- there is “full employment,” defined as no qualified employees have contacted the Union as being available for work; and
- the Union requests from the Plan an exception to the suspension of benefits rules; and
  - you are: age 61 or younger return to work for no more than 490 hours in a Plan Year; **or**
  - you are age 62 or older and return to work for no more than 1,500 hours in a Plan Year; and
- you return to work with your former employer or you work for any other Contributing Employer.

## Pension Amounts

The amount of your pension is based on these three factors:

- Pension Credits (see Page 5 for an explanation of how these credits are determined)
- Contribution Rate
- Benefit Rate

## Contribution Rate

The Contribution Rate is the contribution made by your employer on your behalf, as determined under the terms of the Collective Bargaining Agreement. The way that the Contribution Rates are used in the pension formula changed for Plan Years beginning September 1, 1980:

- **Plan Years before September 1, 1980**—The formula uses the highest Contribution Rate that applied to this *total period of employment*.
- **Plan Years Beginning September 1, 1980**—The formula uses the highest Contribution Rate during *each Plan Year of employment*.

## Benefit Rate

The Benefit Rate determined by the Board of Trustees is a flat-dollar amount that can be supported by the Contribution Rates paid by all Contributing Employers on behalf of members. The Benefit Rate has changed several times over the years, most recently in 1994, 1997 and again in 1998.

**Important**—The 1998 Plan Year Benefit Rates have been used in this summary. These rates are shown in Appendix 1, Appendix 2 and Appendix 3. These Benefit Rates assume that you earned at least one-half of one Pension Credit in the Plan Year that began on [or after] September 1, 1998 and that you retire on or after June 1, 1999.

If you do not earn Pension Credits on or after September 1, 1997—or if you retired or ended employment on or after June 1, 1998, a

different Benefit Rate will be used to determine your pension. The previous Benefit Rates are shown in Appendix 3 and Appendix 4.

## Formula

Your *monthly* benefit is the **sum of**:

- **Before September 1, 1980**—Pension Credits times Benefit Rate for the highest Contribution Rate during this period of employment.
- **Beginning September 1, 1980**—Pension Credits times Benefit Rate for highest Contribution Rate *for each Plan Year (September 1-August 31)*. These annual amounts are added together, as shown in the example below.

## Example

Assume Bob Jones is retiring on July 1, 2009 with 34½ Pension Credits. Bob earned 16 Pension Credits before September 1, 1990 and the highest Contribution Rate during that time was \$0.40. The Contribution Rates between 1990 and 2009 varied, as shown below. This table shows how Bob’s benefit would be calculated.

Service Period	Contribution Rate	Benefit Rate	Times Pension Credits	Equals Benefit
Pre-9/1/90	\$0.40	25.41	16	\$406.56
9/90-8/93	0.55	25.41	3	76.23
9/93-8/95	0.65	34.65	2	69.30
9/95-8/96	0.75	34.65	1	34.65
9/96-8/98	1.00	36.38	2	72.76
9/98-8/99	1.25	40.72	½	20.36
9/99-8/01	1.35	45.84	2	91.68
9/01-8/03	1.45	47.71	2	95.42
9/03-8/04	1.55	49.58	1	49.58
9/04-8/05	1.65	51.46	1	51.46
9/05-8/06	1.75	53.33	1	53.33
9/06-8/07	1.85	55.20	1	55.20
9/07-8/08	1.95	57.07	1	57.07
9/08-6/09	2.05	102.50	1	<u>102.50</u>
<b>Total Monthly Benefit</b>				<b>\$1,236.10</b>

Bob's annual pension benefit beginning as of July 1, 2009 would be or \$1,236.10 each month (\$14,833.20 a year). This benefit would be paid for Bob's lifetime only. If Bob is married, his benefit would be reduced to provide a Husband and Wife Pension. Under this form of payment, Bob receives payments for his lifetime. After his death, 50% of Bob's benefit amount is paid to Bob's spouse for her lifetime. See "Pension Payment Options" for more information.

### **Reductions In Pension Amounts**

You may elect an Early Pension if you are age 57 and have earned at least 10 Pension Credits. If you elect an Early Pension, your benefit is reduced because payments are expected to be made for a longer period of time. For example, if Bob Jones elected to receive an Early Pension benefit at age 59, his monthly benefit would be reduced by 13.32%. This means that his monthly benefit would be \$1,071.45.

$$\$1,236.10 \text{ times } 13.32\% = \$164.65$$

$$\$1,236.10 \text{ minus } \$164.65 = \$1,071.45$$

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**See "Early Pension" on Page 9 for more information and a table that shows the amount of the benefit reduction.**

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## Pension Payment Options

### Husband and Wife Pension

If you are married, the Employee Retirement Income Security Act of 1974 (ERISA) requires that your pension automatically be paid as a Husband and Wife Pension when you retire, unless you **and** your spouse elect not to receive your pension this way.

In general, the Husband and Wife Pension provides a lifetime benefit payable to your spouse if you die before your spouse but after you are retired. The amount of your spouse's benefit is 50% of the amount you would receive each month during your retirement.

The amount of the pension you would receive under the Husband and Wife Pension is less than you would receive if you retired without this protection. The exact amount of your pension in the Husband and Wife form varies, depending upon the ages of you and your spouse. However, if your spouse dies before you, then your monthly pension amount will "pop-up" to the higher amount you would have received if payments were made for your lifetime only.

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**Remember, if you die before your spouse under this Husband and Wife Pension, your spouse will receive one half of your reduced benefit for the rest of his or her life. If your spouse dies first, your benefit will increase. Thus, it is important that the Fund Office be contacted if either of these events occur.**

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In order for the Husband and Wife Pension to become effective, two conditions must be met:

- You (the pensioner) and your spouse must have been married to each other for at least one year before the effective date of the pension, and
- The effective date of the pension must be after August 31, 1976.

You and your spouse may reject the Husband and Wife Pension form within 90 days before the annuity starting date of your pension. In this case, you may elect one of the payment options described below. The Plan will provide you with a written explanation of the effect of

choosing any of the available payment options. You will receive this explanation between 90 and 180 days before the annuity starting date of your pension. Once you begin to receive your pension, you cannot change the type of payment option.

If you receive your pension in the Husband and Wife form and subsequently divorce, your monthly pension amount will not “pop-up” to the higher amount you would have received if payments were made for your lifetime only, unless your spouse submits a written waiver of his/her right to benefits.

## **Optional Payment Forms**

If you are **not married**, or if you **and** your spouse reject the Husband and Wife Pension form when you apply for pension benefits, you may choose either a period certain or a single life optional payment form.

### **5, 10, 15 or 20 Year Certain Option**

You may elect to receive your pension in a reduced amount for life, with the guarantee that, should you die before receiving 60, 120, 180 or 240 monthly pension payments, any remaining payments under the guaranteed period chosen will be paid to your designated beneficiary upon your death. For example, if you select the 120 month (10 year) guarantee and die after six years, your beneficiary will continue to receive your pension for the remaining four years. The reduced benefit is actuarially calculated based on your age at the time of retirement. Payments may not exceed the joint life expectancy of you and your designated beneficiary.

### **Single Life Option**

Under this option you receive the full monthly pension benefit payable to you upon your retirement, with all payments ceasing upon your death.

### **66-2/3%, 75% or 100% Husband and Wife Pension**

If you **are married**, you also have the option to choose the 66-2/3%, 75% or 100% Husband and Wife Pension. Similar to the standard Husband and Wife Pension described previously, these options provide a reduced pension while both you and your spouse are alive. Then, when you die, your spouse will receive, at your choice, 66-

2/3%, 75% or 100% of the pension you were receiving for the rest of his or her life.

The amount payable to you after your spouse dies, however, “pops-up” to the higher amount you would have received if you had never chosen the reduced pension. The amount of the reduction in your pension at retirement depends upon your age and the age of your spouse when your payments begin.

The benefit paid to your spouse depends on your age when you die. If you die before age 56 ½, your spouse’s benefit will be 50% of the reduced benefit you would have received if you had retired with the Husband and Wife Pension and died the next day. If you are at least age 56 ½ when you die, your spouse’s benefit would equal 50% of the benefit you had earned as of the date of your death.

Remember, if you die before your spouse, your spouse will receive the reduced benefit described above for the rest of his or her life. However, if your spouse dies first, your benefit will increase. Thus, it is important that the Fund Office be contacted if either of these events occurs.

## **Small Benefits**

If the single-sum value of any benefit payable under this Plan (either to you or a beneficiary) is \$5,000 or less, that benefit will automatically be paid as a single sum. This payment will fully discharge the Plan’s obligation to you and your beneficiary. In this case, no other form of benefit will be available.

## **Taxes on Your Payments**

Your monthly pension benefit payments are taxable as regular income to you.

Generally, a mandatory 20% Federal income tax will be withheld from any lump sum payment unless you roll it over to an Individual Retirement Account (IRA) or another qualified retirement plan. Before you receive your payment, you will receive more information about rolling over your payment and the mandatory withholding rules. You are encouraged to consult with a tax advisor before making any decisions regarding your form of benefit payment.

## **Death Benefits**

### **Survivor Benefits**

The Husband and Wife Pension described previously applies if you die after you are retired. The Plan also provides automatic protection for your spouse if you die before retirement.

For your surviving spouse to be eligible, you and your spouse must have been married to each other at least one year, and must be lawful husband and wife at the time of your death. The benefit paid to your spouse depends on your age when you die:

- If you die after you are age 56 ½ , your spouse will receive a 50% Survivor's Benefit as if you had retired with the Husband and Wife Pension on the day before your death.
- If you die before you are age 56 ½ , your spouse's 50% Survivor's Benefit will be payable on the first day of month coincident with or next following the date you would have attained age 56 ½ . The amount payable will be based on the Husband and Wife Pension and the benefit you had earned as of the date of your death.

Alternatively, if you die before you are age 56 ½ , your spouse will be able to receive a lump sum payment equal to the actuarial value of the 50% Survivor's Benefit. In order to be eligible for the payment, your spouse must have been married to you for more than one year before the date of your death and must file a payment application or the actuarial equivalent with the Board of Trustees before you would have turned age 56 ½ .

This benefit is only for your spouse and cannot be transferred to your children or any other person.

### **Pre-retirement Lump Sum Death Benefits**

If you are insured through MetLife, your designated beneficiary will receive a lump sum death benefit of \$25,000 if:

- You are actively employed and have an Hourly Contribution Rate of at least \$1.00, and
- You die on or after April 1, 1990.

If you suffer an accidental death, in addition to the death benefit above, your designated beneficiary will receive an accidental death lump sum, insured through MetLife, of \$20,000. If you have any questions about these lump sum death benefits, please contact the Fund Office.

### **Post-retirement Lump Sum Death Benefits**

Your designated beneficiary will receive a \$5,000 lump sum death benefit if you are retired and die on or after April 1, 1990.

**NOTE:** This benefit will not be paid if you are receiving retirement benefits under a reciprocal agreement (this means service from this Plan and another plan are recognized, unless the last service credit before retirement was earned with this Plan).

## **How to Apply For Benefits**

The Pension application is available from the Fund Office. Please call to request an application as the work up of your application requires time to complete. An application is valid for a period of up to 180 days prior to your Pension Commencement Date.

When you have completed the application as accurately as possible and attached the required proofs of birth and (if needed) proof of marriage to your spouse, sign the form and return it to the Fund Office.

The Fund Administrator will acknowledge that your application and papers have been received and will notify you if the Fund needs additional material. Generally, you will receive written notice of the status of your claim within 90 days of the time it was filed. However, if a longer period of time is needed, a 90-day extension is allowed, provided you are notified of the reason for the delay before the original 90-day period expires. For claims related to disability, you will generally be notified within 45 days of the approval or denial of the claim. This period may be extended for up to two additional 30-day periods for circumstances beyond the control of the Fund.

After your application is reviewed at the Fund Office, it is submitted to the Board of Trustees. Your benefit will be effective on the first day of the month after the month in which you have fulfilled all the eligibility requirements for benefits, including filing an application, subject to Trustee approval.

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**You should apply for your pension before the date you intend to retire so that a check can be issued to you during your first month of retirement.**

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## **If Your Benefit Claim is Denied**

If you apply for retirement benefit and your claim is denied, you will be notified in writing by the Fund Administrator. The denial will include in understandable language:

- The specific reason or reasons for the denial;
- The specific reference to the pertinent Plan provisions on which the denial is based;
- A description of any additional material or information that you may need to provide to perfect your claim and the reasons why this information is necessary;
- Information on how to submit your claim for review; and
- A statement explaining your rights to bring a civil action under Section 502 (a) of ERISA following an adverse benefit determination after the review.

### **Denial of Claims (Other Than Disability Benefit Claims)**

If a “claimant” (you, your beneficiary or any other person who claims to be entitled to a benefit under the Pension Plan) files a claim that is denied in whole or in part, the Fund Administrator will notify the claimant within 90 days of the receipt of the claim.

If necessary, the Fund Administrator may receive an extension of up to another 90 days to notify the claimant of the denial. If the Fund Administrator receives the extension, he or she will notify the claimant of the extension within the original 90-day period.

### **Right to Appeal**

Within 60 days after you receive notice of denial, you or your authorized representative may request, by mailing or delivery of written notice to the Fund Administrator, a review and/or hearing of the decision denying the claim. The request must state in clear and concise terms the reason or reasons for disputing the denial and must be accompanied by any pertinent documentary material not already furnished. The review and/or hearing will take into account all comments, documents, records and other information submitted by

the claimant relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

### **Denial of Disability Benefit Claims**

If you claim to be entitled to a benefit under the Plan because you are disabled and the Fund Administrator makes a determination that you are not disabled, the Fund Administrator will notify you of the denial in writing within 45 days of receipt of your claim.

If necessary, the Fund Administrator may receive an extension of up to 30 days to notify you of the denial. If the Fund Administrator receives an extension, he or she will notify you of the extension within the original 45-day period.

The Fund Administrator may receive a second 30-day extension. If he or she determines before the end of the first extension that a decision cannot be made within the first extension period due to reasons beyond the Fund's control. If this second extension is necessary, you will be notified before the first extension period expires.

If unresolved issues prevent a decision on a claim from being made, you will be given 45 days from the date you receive the extension notice to provide the specified information.

### **Notice of Denial**

If the Fund Administrator relied on an internal rule, guideline, protocol or similar criterion in making his or her decision to deny your claim, the notice you receive detailing your denial will include that information. You will also be notified of your right to request a free copy of the internal rule guideline or protocol or similar criterion.

**General Information  
About Your Pension Fund**

The following information describes how the Pension Fund is operated on a day-to-day basis, and who is responsible for basic decisions.

**Fund Administration**

The Teamsters Allied Pension Fund of Maryland is administered and maintained by a Joint Board of Trustees consisting of three Union representatives and three Employer representatives. The Teamsters Allied Pension Fund of Maryland has contracted with Benefits Administration Corporation, Inc. to keep the records and make benefit payments.

The name and address of the Plan Administrator and the Plan Sponsor is:

Board of Trustees  
Teamsters Allied Pension Fund of Maryland  
9411 Philadelphia Road  
Suite S  
Baltimore, MD 21237

The names and business addresses of the Trustees are:

Union Trustees	Employer Trustees
Bill Tosh Teamsters Local Union No. 311 416 Eastern Boulevard Baltimore, MD 21221 410-686-2250	Charles M. Holub, President Potts & Callahan 500 W. 29 <sup>th</sup> Street Baltimore, MD 21211 410-235-9400
Kenneth T. Kelm Teamsters Local Union No. 311 416 Eastern Boulevard Baltimore, MD 21221 410-686-2250	Dennis J McNichol Johnson Transfer / Dennis Trucking 6951 Norwitch Drive Philadelphia, PA 19153 215-492-8200
Neil Dixon Teamsters Local Union No. 311 416 Eastern Boulevard Baltimore, MD 21221 410-686-2250	David Walker Edgemere Terminals 8004 Stansbury Road Baltimore, MD 21222 410-282-4420

## **Plan Numbers and Plan Year**

The Employer Identification Number is 52-1045627; this number is assigned by the Internal Revenue Service. The Plan number assigned by the Board of Trustees is 001. For purposes of maintaining the Fund's fiscal records, the Plan Year is September 1 to August 31.

## **Contact for Legal Matters**

Service of legal process may be made upon the Fund Office. The agent for service of legal process is the Chairman of the Board of Trustees. Service of legal process also may be made upon the Plan Administrator.

## **Trust Fund**

Benefits are provided from the Fund's assets which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a Trust Fund to provide benefits to covered participants and beneficiaries and to pay reasonable administrative expenses.

## **Amendment and Termination Of The Plan**

Although the Board of Trustees expects and intends to continue the Plan indefinitely, it reserves the right to change, modify, or discontinue the Plan at any time. If the Plan is terminated or discontinued, you will not accrue any further benefits under the Plan. However, the benefits you have already earned will become fully vested to the extent they can be funded by the Plan's assets allocated for payment of benefits.

## **Reserve of Trustee Discretion**

The Board of Trustees have the full and exclusive authority and discretion to determine all questions of coverage, eligibility for and entitlement to benefits, methods of providing or arranging for benefits, and other related matters.

## **Contribution Source**

All contributions are made to the Plan in accordance with Collective Bargaining Agreements between Contributing Employers and Local

Union No. 311. This agreement provides that employers contribute to the Fund a fixed rate per hour on behalf of each covered employee. The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Fund on your behalf under the Collective Bargaining Agreement.

## **The Pension Benefit Guaranty Corporation**

Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC). The PBGC guarantees certain vested normal retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

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

For more information on the PBGC insurance protection and its limitations, you may contact the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 12000 K Street, N.W., Washington, DC. 20006. The PBGC Office of Communications may also be reached by calling (800) 400-7242 or (202) 326-4000.

## **Rights under Employee Retirement Income Security Act Of 1974**

The Employee Retirement Income Security Act (ERISA) of 1974 is intended to protect the interests of workers and beneficiaries who depend on benefits from employee pension and welfare plans.

As a participant in the Teamsters Allied Pension Fund of Maryland you are entitled to certain rights and protections under ERISA, as described below.

### **Receive Information about Your Plan and Benefits**

You may examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

You may obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 62) 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 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 a suit in Federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If your suit is 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 the court decides 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 your rights, you may contact the Plan Administrator. You may also contact an area office of the Pension and Welfare Benefit Administration, Department of Labor. The Washington, DC, address is:

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### **IMPORTANT!**

**This summary of the Pension Plan is intended to provide participants with information about the important features of the Plan. The actual Pension Plan document is the final word on eligibility for benefits, amounts of pensions, filing requirements, etc., and will prevail if there is any inconsistency between the Pension Plan document and this booklet.**

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**NOTE:** For information regarding the full health coverage, to which pensioners are entitled, see the Affiliated Teamsters Health and Welfare Fund of Maryland benefits booklet.

## Appendix 1: Contribution Rates and Monthly Accrued Benefits

Monthly Accrued benefits earned after 8/31/1998 for those in covered employment on or after 9/1/2000*					
Contribution Rate	Monthly Accrued Benefit	Contribution Rate	Monthly Accrued Benefit	Contribution Rate	Monthly Accrued Benefit
0.10	6.55	2.85	149.68	5.20	273.10
0.20	13.10	2.90	152.31	5.25	275.73
0.30	28.84	2.95	154.93	5.30	278.36
0.50	32.76	3.00	157.56	5.35	280.98
0.60	39.31	3.05	160.19	5.40	283.61
0.76	39.92	3.10	162.81	5.45	286.23
0.80	42.02	3.15	165.44	5.50	288.86
0.85	44.64	3.20	168.06	5.55	291.49
0.90	47.27	3.25	170.69	5.60	294.11
0.95	49.89	3.30	173.32	5.65	296.74
1.00	52.52	3.35	175.94	5.70	299.36
1.05	55.15	3.40	178.57	5.75	301.99
1.10	57.77	3.45	181.19	5.80	304.62
1.15	60.40	3.50	183.82	5.85	307.24
1.20	63.02	3.55	186.45	5.90	309.87
1.25	65.65	3.60	189.07	5.95	312.49
1.30	68.28	3.65	191.70	6.00	315.12
1.35	70.90	3.70	194.32	6.05	317.75
1.40	73.53	3.75	196.95	6.10	320.37
1.45	76.15	3.80	199.58	6.15	323.00
1.50	78.78	3.85	202.20	6.20	325.62
1.55	81.41	3.90	204.83	6.25	328.25
1.60	84.03	3.95	207.45	6.30	330.88
1.65	86.66	4.00	210.08	6.35	333.50
1.70	89.28	4.05	212.71	6.40	336.13
1.75	91.91	4.10	215.33	6.45	338.75
1.80	94.54	4.15	217.96	6.50	341.38
1.85	97.16	4.20	220.58	6.55	344.01
1.90	99.79	4.25	223.21	6.60	346.63
1.95	102.41	4.30	225.84	6.65	349.26
2.00	105.04	4.35	228.46	6.70	351.88
2.05	107.67	4.40	231.09	6.75	354.51
2.10	110.29	4.45	233.71	6.80	357.14
2.15	112.92	4.50	236.34	6.85	359.76
2.20	115.54	4.55	238.97	6.90	362.39
2.25	118.17	4.60	241.59	6.95	365.01
2.30	120.80	4.65	244.22	7.00	367.64

2.35	123.42	4.70	246.84	7.05	370.27
2.40	126.05	4.75	249.47	7.10	372.89
2.45	128.67	4.80	252.10	7.15	375.52
2.50	131.30	4.85	254.72	7.20	378.14
2.55	133.93	4.90	257.35	7.25	380.77
2.60	136.55	4.95	259.97	7.30	383.40
2.65	139.18	5.00	262.60	7.35	386.02
2.70	141.80	5.05	265.23	7.40	388.65
2.75	144.43	5.10	267.85	7.45	391.27
2.80	147.06	5.15	270.48	7.50	393.90

*\*If you have not worked in Covered Employment since 9/1/2000 please contact the Fund Office for the Accrued Benefits you earned during your employment.*