

**New York Teamsters
Conference
Pension and Retirement
Fund**

**Summary Plan Description
January, 1999**

(Includes changes as of January 1, 2004)

How Do I Become a Plan Participant?

You become a participant on the first day of any 12-month period in which 500 hours or more of contributions are made on your behalf (after your employment commencement date, each 12-month period will start on the first day of a calendar month).

FOR EXAMPLE:

You begin work on March 15, 1998. Your first eligibility computation period begins on March 15, 1998 and ends on March 14, 1999. If you work at least 500 hours during this period, you become a participant in the Plan as of March 15, 1998. If you do not work 500 hours in that 12-month period, the next eligibility computation period begins April 1, 1998 and continues through March 31, 1999. If you work 500 hours during that period, you become a participant in the Plan as of April 1, 1998. If you do not have 500 hours credited during that time, the next eligibility computation period starts on May 1, 1998.

You cannot be a participant if you are a business partner, sole proprietor, or business owner, or if you are self-employed.

What if I Participated in the Former Local 294 Plan?

If you were an active participant in the former Pension Fund of the Albany Area Trucking and Allied Industries, IBT (the "former Local 294 Plan") on July 31, 1997, you became an active participant in this Fund when you completed one hour of service with a Contributing Employer to this Fund on or after August 1, 1997 and before January 1, 1998.

If you were a participant in the former Local 294 Plan, either inactive or active, and did not complete one hour of service with a Contributing Employer between August 1, 1997 and December 31, 1997, you will be treated as a new employee, as described above, if you are subsequently employed by a Contributing Employer.

How Do I Earn a Pension?

Once you become a participant, you need to earn Credited Service to qualify for a pension. There are two kinds of Credited Service: Past Service Credit and Future Service Credit.

Past Service Credit

Past Service Credit is Credited Service for the time you worked with your employer *before* your employer joined the Fund. You may be eligible for Past Service Credit if your employer had to make contributions to the Fund for you on the date it became a Contributing Employer.

What Other Requirements Do I Need to Meet to Earn Past Service Credit?

You only receive credit for continuous work performed for an employer that becomes a Contributing Employer. You had to work in each of the four quarters of the year for which you earned credit and you had to have either worked 1000 hours for the year, or had total earnings for the year (as determined by Social Security records) as follows:

FOR YEARS	AT LEAST	FOR YEARS	AT LEAST
1937 to 1950	\$1,600	1978	\$9,000
1951 to 1954	1,900	1979	11,700
1955 to 1958	2,200	1980	13,200
1959 to 1965	2,500	1981	15,100
1966 to 1967	3,400	1982	16,500
1968 to 1971	4,000	1983	18,200
1972	4,600	1984	19,300
1973	5,500	1985	20,200
1974	6,700	1986	21,400
1975	7,200	1987	22,300
1976	7,400	1988 to current	22,900
1977	8,500		

What is the Maximum Past Service Credit I Can Earn?

For each *consecutive* year of Future Service Credit you earn *after* you have earned 5 years of Future Service Credit (as described below), you may be credited with one year of Past Service Credit up to a maximum of 5 years. However, if you became a participant before January 1, 1976, you only need one year of Future Service Credit to receive credit for past years of service up to a maximum of 15 years (20 years if you became a participant before January 1, 1974).

Can I Earn Past Service Credit with More Than One Employer?

Yes, as long as it does not exceed the applicable maximum amount described in the preceding paragraph.

Do I Earn Credit for Past Service if I was a Participant in the Former Local 294 Plan?

If you were a participant in the former Local 294 Plan, Past Service Credit will be awarded under the terms of the former Local 294 Plan.

Do I Earn Credit for Past Service if I was a Participant in the Former Brewery Workers Pension Fund?

If you were a participant in the former Brewery Workers Pension Fund prior to December 1, 1976, you will earn Past Service Credit under the provisions of the former Brewery Workers Pension Fund in effect prior to December 1, 1976. Please contact the Fund Office for additional details.

If My Former Employer was Acquired by a Contributing Employer, Do I Earn Past Service for my time spent with my Former Employer?

If you were employed by a company that was acquired by a Contributing Employer, you will be entitled to Past Service Credit for your years spent with your former employer, *provided* the Contributing Employer had to make contributions to the Fund for you on the date of acquisition.

What Happens if My Employer Stops Making Contributions?

If your employer stops making contributions to the Fund while you are actively employed, but continues to remain in business in the Fund's geographic area, you will not be entitled to Past Service Credit with that employer unless the employer starts contributing again before 18 months have passed.

Future Service Credit

Future Service Credit is Credited Service for the time you work for an employer while it is a Contributing Employer.

How Do I Earn Future Service Credit?

Beginning in 1976 (1980 for a member of the former Brewery Workers Pension Fund), you earn one tenth (1/10) of a year of Future Service Credit for each 100 hours of contributions paid by your Contributing Employer. You may not earn more than one full year (10/10) of Future Service Credit during any one plan year.

For Example:

If you have 886 hours of contributions in a Plan Year, you will receive 0.8 years of Future Service Credit for that year. If you have 1200 hours of contributions in a Plan Year, you will receive 1.0 years of Future Service Credit for that Plan Year.

For years between January 1, 1961 and December 31, 1975, your Future Service Credit was based on the rate of employer contribution, as shown in the following table:

If your employer contributed... per hour,	You receive one year of Credit for a contribution of...
1961-1963	
Less than 7.5 cents	\$ 75 or more
7.5 cents or more	\$ 120 or more
1964-1975	
Less than 7.5 cents	\$ 75 or more
7.5 cents less than 12.5 cents	\$ 120 or more
12.5 cents but less than 17.5 cents	\$ 180 or more
17.5 cents but less than 22.5 cents	\$ 240 or more
22.5 cents but less than 27.5 cents	\$ 300 or more
27.5 cents but less than 32.5 cents	\$ 360 or more
32.5 cents but less than 37.5 cents	\$ 420 or more
37.5 cents but less than 42.5 cents	\$ 480 or more
42.5 cents but less than 47.5 cents	\$ 540 or more
47.5 cents but less than 52.5 cents	\$ 600 or more
52.5 cents or more	\$ 660 or more

For years prior to 1961, you were credited with one year of Future Service Credit for each year in which \$75.00 was contributed to the Fund on your behalf

Are Hours Earned in One Plan Year Credited to Another?

No. Hours earned are credited to the year in which they occurred.

Do I Earn Credit if I am a Union Member but not an Employee of a Contributing Employer?

No. This Plan does not give credit for union membership.

What Happens if My Service is Interrupted?

If fewer than 500 hours of contributions per year are submitted on your behalf for 3 consecutive years, your participation will stop. If you have 10 years of Future Service Credit (5 years for members who earned at least one hour of service after December 31, 1998 while an active participant), you will no longer be considered a participant. You will retain your Credited Service, *provided* the number of consecutive years with fewer than 500 hours of contributions submitted on your behalf does not equal or exceed the *greater of 5 years*, or the number of years of Credited service. If you do not return to work for a Contributing Employer within the required time period, all the Credited Service you had will be forfeited, and when you return, you will be treated as if you are a new employee who had never participated in the plan.

What Happens if I Take Military Leave?

When you leave a Contributing Employer and enter military service within 90 days, you will receive credit for your military service, *provided* you return to a Contributing Employer within 90 days from discharge. In order to receive proper credit, you will need to provide the Fund Office with official confirmation of your military service. Please contact the Fund Office for additional details.

What Happens if I Become Disabled?

You will not lose your Credited Service if you are unable to work because you become totally and permanently disabled (*provided* you qualify for Social Security disability benefits). However, you will not earn any Credited Service or accrue pension benefits unless your employer is required to make contributions on your behalf while you are out on disability.

What Happens if I Take Maternity or Paternity Leave?

If an approved maternity or paternity leave with your Contributing Employer prevents you from accumulating the required 500 hours in a year, you will be credited with up to 500 hours of service for the time you

are on leave in order to prevent a break in service. However, you will not earn any additional Credited Service or accrue pension benefits unless your employer is required to make contributions on your behalf while you are on leave.

What Types of Pensions and Benefits are Provided by the Plan?

The Plan provides a variety of pensions and you may meet the requirements for more than one type. When this happens, you will receive the benefit with the greatest value. The earliest your pension may begin is the first of the month following receipt of your application by the Fund Office.

The pension you receive depends in part upon your age and the amount of Credited Service you have earned. If you participated in the former Local 294 Plan and otherwise qualify for a benefit with this Fund, the service you received credit for under the Local 294 Plan may be used to determine if you are eligible

Normal Pension

You are eligible for a Normal Pension if you are an active participant, you are at least 65, and you have 5 years of participation. There is no reduction for age.

Regular Pension

You are eligible for a Regular Pension if you are an active participant, you are at least age 60 and you have earned at least 15 years of Credited Service, 5 of which must be Future Service Credit. There is no reduction for age.

Early Pension

You are eligible for an Early Pension at any age if you are an active participant and you have earned at least 15 years of Credited Service, 5 of which must be years of Future Service Credit.

Your Early Pension is the amount of your accrued benefit actuarially reduced, since you are taking your benefits before you reach age 60.

Thirty Year Pension

You are eligible for a Thirty Year Pension at any age if you have at least 30 years of Credited Service. *Your Thirty Year Pension is not reduced for age.*

Vested Pension

You are eligible for a Vested Pension if:

- **You are an inactive participant and have at least 10 years of Future Service Credit (5 years for members who earned at least 1 Hour of Service after December 31, 1998 while an active participant). You will be entitled to a Vested Pension beginning at age 65.**
- **You are an inactive participant and have at least 15 years of Credited Service, 5 of which are years of Future Service Credit.**
- **You were an active participant at the time you reached age 65 and had 5 years of Future Service Credit, or 5 years of participation in this plan. You will be entitled to a Vested Pension the first of the month following the Fund's receipt of your application for pension.**

Disability Pension

If you become totally and permanently disabled and have qualified for a Social Security Disability Award, you may be eligible for a Disability Pension. In order to qualify, you must have 10 years of Future Service Credit and must not have incurred one break year at the time you became disabled as determined under Plan rules. *Furthermore, your disability cannot have arisen as a result of your own criminal activity or an intentional self-inflicted injury.*

Your Disability Pension is the Normal Pension you earned to the date you became disabled. Your Disability Pension is not reduced for age. *However, it will be limited to twelve monthly payments if your disability arises as a result of alcohol and/or substance abuse.*

When Will My Disability Pension Begin?

Your Disability Pension will begin with your entitlement date for Social Security Disability benefits. However, no payments will be made until you have made written application to the Fund Office and provided proof of

the entitlement date of your Social Security Disability Award. Furthermore, if your Social Security Disability Award commenced at least 12 months prior to you applying for your Disability pension, you will only be entitled to 12 months of retroactive Disability pension payments

Will I Have to Provide Continued Proof of My Disability?

Yes. To maintain your Disability Pension, you will have to provide *annual* proof to the Fund Office that you continue to receive a Social Security Disability Award.

When Will My Disability Pension End?

Your Disability Pension will end upon the earlier of when you are no longer able to provide proof of your disability, when your Social Security Disability Award is terminated, or when you reach age 65 and are eligible for a Normal Pension.

What if I am Receiving Worker's Compensation Benefits or Long- Term Disability Benefits?

Your Disability Pension will be reduced by any monthly worker's compensation benefits you are receiving from any employer and/ or any long term disability benefits you are receiving from a non-contributing employer.

Other Benefits

What if I Don't Qualify for a Disability Pension?

You may be eligible to receive a Normal Pension when you reach age 65 if you can provide annual proof to the Fund Office that you continue to receive a Social Security Disability Award.

You may qualify for a lump sum benefit, provided you earned at least one year of Future Service Credit. You will be entitled to a lump sum benefit equal to \$300 for each year of Credited Service to a maximum of \$6,000. To qualify, you must be an active participant in the Plan on the date you become disabled under Plan rules. The Lump Sum Disability Benefit is a one-time benefit, and by accepting the lump sum, you would be waiving your right to any other pension benefit under the Plan, including the Normal pension described above.

What If I Die before I Retire?

If you die before you retire, your survivors may be entitled to death benefits from the Fund. There are three types of death benefits provided under the Plan:

(1) Qualified Pre-Retirement Survivor Annuity (QPSA):

If on your death you would have been eligible for a monthly pension benefit, your spouse will receive a monthly benefit equal to 50% of the amount that you would have received, actuarially reduced.

Your spouse may begin receiving payments on the earliest date you could have elected to receive payments from the Fund. In the alternative, your spouse may elect to delay payments until a future date, or elect to immediately receive an actuarially equivalent lump sum payment instead of a monthly annuity for his or her life.

(2) Lump Sum Death Benefit:

If you are a participant when you die, and you do not qualify for a QPSA described above, or the Installment Payments described below, your survivors will receive a Lump Sum Death Benefit, provided you earned at least one year of Future Service Credit. This benefit is payable to your spouse, if living. If you have no spouse, the benefit is payable to your survivors.

The amount of the Lump Sum Death Benefit is equal to \$300 multiplied by your years of Credited Service, up to a maximum of \$6,000. The Lump Sum Death Benefit is in lieu of any other benefits under the Plan.

(3) Monthly Installment Payments:

If you are not legally married when you die, your survivors will be entitled to monthly installment payments payable for 60 months if you have at least 15 years of Credited Service prior to your death, *and you are an active participant in the Plan when you die.* The total amount of the installment payment(s) will be equal to your accrued benefit at the time of your death.

How is My Pension Calculated?

Every pension under the Plan is based on the value of your Normal Pension which is determined by adding your Past Service Benefit and your Future Service Benefit. What your Service Benefits are is a function of your "Benefit Factor."

What is My Benefit Factor?

Your Benefit Factor is a dollar amount determined under the Table below. They are applicable only to (1) an active participant on whose behalf a contributing employer is required to make contributions to the Fund on and after April 1, 2001 and who did not incur a Break in Service Year (as defined in the Fund) in 2000, and (2) an active participant who did incur a Break in Service Year in 2000 and who after March 31, 2001 accumulates the requisite number of minimum service hours at the corresponding employer contribution rate.

If the Employer Contribution rate of a Participant's Contributing Employer is reduced, the Participant shall only be eligible to receive the benefit factor associated with the reduced Employer Contribution rate for the Fund Years in which such reduced contributions are made.

EMPLOYER CONTRIBUTION RATE		MINIMUM SERVICE HOURS AT HIGHEST CONTRIBUTION RATE	BENEFIT FACTOR FOR EACH YEAR OF SERVICE CREDIT*
At Least	But Less Than		
\$0.000	\$0.075	8,000	\$1.50
\$0.075	\$0.150	8,000	\$3.00
\$0.150	\$0.225	8,000	\$5.00
\$0.225	\$0.250	8,000	6.00
\$0.250	\$0.300	8,000	7.00
\$0.300	\$0.325	8,000	9.00
\$0.325	\$0.350	8,000	10.00
\$0.350	\$0.550	8,000	12.00
\$0.550	\$0.700	8,000	16.00
\$0.700	\$0.850	8,000	20.00
\$0.850	\$1.150	8,000	35.00
\$1.150	\$1.750	8,000	65.00
\$1.750	\$2.350	2,000	75.00
\$2.350	\$4.095	2,000	100.00
\$4.095 and higher		2,000	110.00
\$4.095 and higher		4,000	120.00
\$4.095 and higher		6,000	150.00

*** To be eligible for these benefit factors, a Participant must have been at the corresponding Employer Contribution rate on April 1, 2001, not incurred a Break in Service Year in 2000 and have accumulated at least 2,000 minimum service hours at that rate; or subsequently reach that Employer Contribution rate level and accumulate at least 2,000 minimum service hours at that rate.**

What is My Past Service Benefit?

If you have Past Service Credit, your Past Service Benefit will be equal to your Benefit Factor multiplied by your Past Service Credit.

FOR EXAMPLE:

You retire and apply for a pension. Your highest rate of contributions in effect for at least 8000 hours was \$1.15/hour. Under the Benefit Factor Table above, your Benefit Factor would be \$65.

If you had 5 years of Past Service Credit, your Past Service Benefit would be 5 x \$65 or \$325 which is a monthly benefit payable at retirement.

What is My Benefit Cap?

The “Benefit Cap” is equal to: (a) \$199.83, (b) \$210 if you have 6,000 hours of contributions at an employer contribution rate of \$4.095 or higher and have 2,080 hours of contributions for the year, or (c) \$220 if you have 4,000 hours of contributions at an employer contribution rate of \$4.345 or higher and have 2,080 hours of contributions for the year. (This applies to accruals prior to January 1, 2004)

Your Benefit Formula Prior to January 1, 2004

Prior to January 1, 2004, your accrued benefit in the Fund payable at your normal retirement date (which is generally the first day of the month on or after your attainment of age 65) or your regular retirement date (which is generally the first day of the month on or after you reach age 60 after 15 years of service including 5 years of Future Service Credit) and payable in the form of a Five Year Certain Option is equal to the sum of (a) and (b):

- (a) Your Past Service Benefit (if you are eligible).**

(b) Your Future Service Benefit. For each year of Future Service Credit (as described below) prior to January 1, 2004, you earn a monthly benefit that is equal to the *greater of* (1) or (2):

(1) The total employer contributions made on your behalf for the year multiplied by 0.026, plus

(a) If you have 6,000 hours of contributions at the rate of \$4.095 or higher, an additional benefit equal to \$10.17 multiplied by a fraction (less than or equal to 1) where the numerator is actual hours of contributions made on your behalf at that rate for the year and the denominator is 2,080, or

(b) If you have 4,000 hours of contributions at the rate of \$4.345 or higher, an additional benefit equal to \$20.17 multiplied by a fraction (less than or equal to 1) where the numerator is actual hours of contributions made on your behalf at that rate for the year and the denominator is 2,080.

The monthly benefit determined above cannot exceed the Benefit Cap.

(2) Your Benefit Factor (as described in the attached Exhibit) multiplied by the Future Service Credit you earned that year.

Please note: For any participant that accrued a benefit under the Pension Fund of the Albany Area Trucking and Allied Industries Local 294, IBT (the “Local 294 Plan”), your benefit *for service prior to August 1, 1997* is determined by the formula under the Local 294 Plan, which is unaffected by these changes.

Your Benefit Formula for Service on and after January 1, 2004

Effective January 1, 2004, your accrued benefit under the Fund as of your normal or regular retirement date and payable in the form of a Single

Life Annuity will equal the benefit you accrued prior to January 1, 2004 (as described above), plus for each year of Future Service Credit on or after January 1, 2004, a monthly benefit equal to the total employer contributions made on your behalf for the year multiplied by 0.013.

As you can see, starting January 1, 2004, benefit accrual for the year will be reduced from a maximum of 2.6% of employer contributions on your behalf (subject to the Benefit Cap) to a maximum of 1.3% of such employer contributions. In addition, the Fund no longer offers a minimum benefit. However, the “Benefit Caps” on annual accruals will be removed. This means that while there will be an initial reduction in the rate of future accruals, as demonstrated in the examples below, there will now be an opportunity for increased accruals through increased contributions, with no limit.

Examples of How This Change Will Affect Your Benefit Accrual:

The expected reduction in future benefit accruals resulting from the change in the benefit formula will vary for each affected participant. Below are examples of potential reductions in future benefit accruals of affected participants on account of the change in the benefit formula. Each example below assumes that you work 2,080 hours per year until you reach age 65 and that your employer’s contribution rate at January 1, 2004 will increase by 5% per year.

Example #1:

Let’s say your employer’s contribution rate is \$6.115 per hour as of January 1, 2004:

You are age 58 as of January 1, 2004 with 23 years of Future Service Credit:

- If the Fund was not amended to change the benefit formula effective January 1, 2004, your accrued benefit at age 65 would equal \$5,771.50 per month payable for your life with 60 payments guaranteed.**
- Because of the changes to the Fund effective January 1, 2004, your accrued benefit at age 65 would equal \$5,577.77 per month payable for your life.**

You are age 43 as of January 1, 2004 with 8 years of Future Service Credit:

- **If the Fund was not amended to change the benefit formula effective January 1, 2004, your accrued benefit at age 65 would equal \$6,537.44 per month payable for your life with 60 payments guaranteed.**
- **Because of the changes to the Fund effective January 1, 2004, your accrued benefit at age 65 would equal \$8,064.15 per month payable for your life.**

You are age 35 as of January 1, 2004 when you become a participant:

- **If the Fund was not amended to change the benefit formula effective January 1, 2004, your accrued benefit at age 65 would equal \$6,600.00 per month payable for your life with 60 payments guaranteed.**
- **Because of the changes to the Fund effective January 1, 2004, your accrued benefit at age 65 would equal \$10,985.45 per month payable for your life.**

Example #2:

Let's say your employer's contribution rate is \$2.35 per hour as of January 1, 2004:

You are age 58 as of January 1, 2004 with 23 years of Future Service Credit:

- **If the Fund was not amended to change the benefit formula effective January 1, 2004, your accrued benefit at age 65 would equal \$3,334.75 per month payable for your life with 60 payments guaranteed.**
- **Because of the changes to the Fund effective January 1, 2004, your accrued benefit at age 65 would equal \$2,817.37 per month payable for your life.**

You are age 43 as of January 1, 2004 with 8 years of Future Service Credit:

- If the Fund was not amended to change the benefit formula effective January 1, 2004, your accrued benefit at age 65 would equal \$5,440.39 per month payable for your life with 60 payments guaranteed.
- Because of the changes to the Fund effective January 1, 2004, your accrued benefit at age 65 would equal \$3,246.77 per month payable for your life.

You are age 35 as of January 1, 2004 when you become a participant:

- If the Fund was not amended to change the benefit formula effective January 1, 2004, your accrued benefit at age 65 would equal \$6,000.39 per month payable for your life with 60 payments guaranteed.
- Because of the changes to the Fund effective January 1, 2004, your accrued benefit at age 65 would equal \$4,221.83 per month payable for your life.

What is my Supplemental Social Security Benefit?

Effective January 1, 2004, an additional monthly Supplemental Social Security Benefit (the “Supplemental Benefit”) will be available to participants who continue working after their Unreduced Retirement Date (the later of January 1, 2004 and the date a participant could retire after 30 years of service at any age, or age 60 after 15 or more years of service including 5 years of Future Service Credit).

Amount of the Monthly Payment:

The amount of the Supplemental Benefit will equal a percentage, as adjusted below, of a participant’s annual accrued benefit as of his Unreduced Retirement Date according to the following chart:

Year Worked After the Unreduced Retirement Date	Percentage of Annual Accrued Benefit Earned During that Year	Total Percentage of Accrued Benefit Earned
1st Year	10%	10%
2nd Year	15%	25%
3rd Year	25%	50%
4th Year	25%	75%
5th Year	25%	100%
Each Additional Year	20%/yr.	Total + 20%/yr.

The percentage a participant earns in any year depends on how many hours the contributing employer contributes on the participant's behalf and how many months the participant defers retirement. If a participant works at least 1,000 hours in a year and defers retirement for 12 months, the participant will earn the full percentage noted above. If a participant works at least 500 hours but less than 1,000 hours in a year or less than 12 full months, the percentage the participant would earn for that year is prorated based on:

- the number of hours for which employer contributions are required for the year on the participant's behalf divided by 1000, multiplied by
- the number of months in the year during which the participant defers his retirement divided by 12.

If a participant works less than 500 hours in a year, the percentage earned for that year is 0%. If in the first year the participant defers retirement for less than 12 full months, then the percentage earned is 0%. The example below demonstrates how this calculation works.

Although it is the Trustees intent to continue this benefit, it should be noted that the Supplemental Benefit is not part of your accrued benefit under the Fund, and the Fund may reduce or eliminate the Supplemental Benefit in the future.

Duration of Monthly Payment:

In general, the number of months the participant will receive a Supplemental Benefit will equal the number of months a participant defers retirement past the participant's Unreduced Retirement Date. For example, if a participant defers retirement and continues working for 36 months beyond the Unreduced Retirement Date, the Supplemental Benefit is payable for 36 months. However, payment of the Supplemental Benefit will stop upon a participant's death or upon the date the participant becomes eligible for unreduced Social Security benefits (the age listed below). Please keep in mind that although your monthly Supplemental Benefit will generally increase with each month that you work past your Unreduced Retirement Date, your total Supplemental Benefit (the total of all monthly payments) will begin to decrease at a certain point because you will receive your monthly Supplemental Benefit over a fewer number of months as you approach your unreduced Social Security retirement age.

Unreduced Social Security Retirement Ages

The following chart shows the ages for unreduced Social Security benefits based on year of birth:

<u>Year of Birth</u>	<u>Age for Unreduced Social Security Benefit</u>
1937 or earlier	65 yrs.
1938	65 yrs. 2 months
1939	65 yrs. 4 months
1940	65 yrs. 6 months
1941	65 yrs. 8 months
1942	65 yrs. 10 months
1943 – 1954	66 yrs.
1955	66 yrs. 2 months
1956	66 yrs. 4 months
1957	66 yrs. 6 months
1958	66 yrs. 8 months
1959	66 yrs. 10 months
1960 or later	67 yrs.

Optional Lump Sum Payment.

A participant who earns the Supplemental Benefit may choose to receive the Supplemental Benefit in the form of a lump sum payment equal to the present value of the monthly Supplemental Benefit to be otherwise paid to the participant.

Examples of How Your Supplemental Benefit Will Be Calculated:

Example: Let's say you are age 60 as of January 1, 2004, your Unreduced Retirement Date, and your monthly benefit as of your Unreduced Retirement Date would equal \$3,333.33 (or \$40,000 per year). You continue to work during 2004 and 2005, and, during 2006, you work a total of 700 hours and defer retirement until September 1, 2006, for a total deferral period of 32 months. Under the formula above, you would have earned 36.66% of your accrued benefit as a Supplemental Benefit.

This percentage is calculated by adding:

- **10% for the 2004 deferral; the full percentage for the year because you worked at least 1000 hours and deferred retirement for all 12 months during the year, plus**
- **15% for the 2005 deferral; the full percentage for the year because you worked at least 1000 hours and deferred retirement for all 12 months during the year, plus**
- **11.66% for the 2006 deferral; (the full percentage for the year (25%) multiplied by the product of 700/1000 (hours worked/hours required for full credit) and 8/12 (months deferred/total months)).**

To determine the amount of the monthly payment, you divide 36.66% of your annual accrued benefit (36.66% x \$40,000 = \$14,666.66) by the number of months during which you deferred retirement (32) for a monthly benefit equal to \$458.33. If you elect to receive the Supplemental Benefit in the form of monthly payments, the total of all the monthly payments (32) would equal \$14,666.66 (assuming you do not die before receiving all payments). Based on the actuarial factors used by the Fund, the lump sum value of this benefit would be \$13,161.04 as of September 1, 2006.

However, as described above, the total value of your Supplemental Benefit can decrease if you work past a certain point. Continuing the example above, if you work until July, 2008 (including 1000 hours during 2008), you will have earned 87.5% of your annual accrued benefit as a Supplemental Benefit.

This percentage is calculated by adding:

- **10% for the 2004 deferral; the full percentage for the year because you worked at least 1000 hours and deferred retirement for all 12 months during the year, plus**
- **15% for the 2005 deferral; the full percentage for the year because you worked at least 1000 hours and deferred retirement for all 12 months during the year, plus**
- **25% for the 2006 deferral; the full percentage for the year because you worked at least 1000 hours and deferred retirement for all 12 months during the year, plus**

- **25% for the 2007 deferral; the full percentage for the year because you worked at least 1000 hours and deferred retirement for all 12 months during the year, plus**
- **12.5% for the 2008 deferral; (the full percentage for the year (25%) multiplied by the product of 1000/1000 (hours worked/hours required for full credit) and 6/12 (months deferred/total months)).**

To determine the amount of the monthly payment, you divide 87.5% of your annual accrued benefit ($87.5\% \times \$40,000 = \$35,000$) by the number of months during which you deferred retirement (54) for a monthly benefit equal to \$648.15. While your deferral period is 54 months, the number of months you would receive your Supplemental Benefit before you attain age 66 and become eligible to receive unreduced Social Security benefits would be only 18 months (because you reach age 66 on January 1, 2010, you would not receive a payment for January, 2010). As a result, even though the monthly benefit is greater, the total amount you will receive, \$11,666.70 ($\648.15×18), is less because you have fewer months until your unreduced Social Security date. Likewise the lump sum, \$10,965.53, will be less as well.

Examples of How the Changes Work Together

Below are examples of how your retirement benefits are affected by both the changes to the Fund's benefit formula and the addition of the new Supplemental Benefit. Each example below assumes that you work 2,080 hours per year and that your employer's contribution rate on January 1, 2004 will increase at 5% per year.

Example 1:

Let's say your employer's contribution rate is \$6.115 per hour as of January 1, 2004:

You are age 58 as of January 1, 2004 with 30 years of Future Service Credit and your accrued benefit as of that date equals \$5,281.50 per month. You could retire as of January 1, 2004 and receive \$5,281.50 payable for life with 60 payments guaranteed.

If the Fund was not amended to change the benefit formula and you continued working for four more years until age 62, you could retire at age 62 as of January 1, 2008 and receive \$6,161.50 payable for life with 60 payments guaranteed.

Under the Fund as amended, if you defer your retirement for 48 months beyond your Unreduced Retirement Date, you would be eligible to receive a Supplemental Benefit payable over 48 months equal to 75% of \$63,378 (\$5,281.50 monthly for 12 months) divided by 48, or \$990.28 per month. As a result, you could retire on January 1, 2008 with \$6,984.46 (5,994.18 + 990.28) per month payable for 48 months and \$5,994.18 per month payable for life beginning January 1, 2012.

Or, if you choose to receive the Supplemental Benefit as a lump sum, you could retire on January 1, 2008 and receive \$5,994.18 per month for life plus a lump sum of \$40,344.48.

Example #2:

Let's say your employer's contribution rate is \$2.35 per hour as of January 1, 2004:

You are age 58 as of January 1, 2004 with 30 years of Future Service Credit and your accrued benefit as of that date equals \$3,000.00 per month. You could retire as of January 1, 2004 and receive \$3,000.00 payable for life with 60 payments guaranteed.

If the Fund was not amended to change the benefit formula and you continued working for four more years until age 62, you could retire at age 62 as of January 1, 2008 and receive \$3,547.77 payable for life with 60 payments guaranteed.

Under the Fund as amended, if you defer your retirement for 48 months beyond your Unreduced Retirement Date, you would be eligible to receive a Supplemental Benefit payable over 48 months equal to 75% of \$36,000 (\$3,000.00 monthly for 12 months) divided by 48, or \$562.50 per month. As a result, you could retire at January 1, 2008 with \$3,836.38 (3,273.88 + 562.50) per month payable for 48 months and \$3,273.88 per month payable for life beginning January 1, 2012.

Or, if you choose to receive the Supplemental Benefit as a lump sum, you could retire on January 1, 2008 and receive \$3,273.88 per month for life plus a lump sum of \$22,916.52.

What if I incur a Break in Service after January 1, 1999?

If you incur a Break in Service after January 1, 1999 and later return to work for a Contributing Employer, your benefit for Credited Service earned prior to your Break in Service (if not forfeited, see "What Happens if My Service is Interrupted?") will be "frozen" at the level of benefits in effect immediately before your Break in Service. Your benefit for Credited Service earned after your Break in Service will be based on the level of benefits in effect at the time of a subsequent Break in Service or at the time of your retirement. Your pre-break benefit and your post-break benefit will be added together to determine your Normal Pension.

What if I Participated in the former Local 294 Plan?

If you were a participant in the former Local 294 Plan, you will receive the benefits you accrued under the former Local 294 Plan through July 31, 1997, and a future service benefit calculated in the manner described above. In addition, if you had at least 500 Hours of Service combined in the former Local 294 Plan and this Plan in 1997, you may be entitled to certain transitional benefits. The Fund Office will explain these transitional benefits upon request.

What if I Participated in the former Brewery Workers Pension Fund?

If you were a participant in the former Brewery Workers Pension Fund prior to December 1, 1976, contact the Fund Office to determine your benefits under the former Brewery Workers Pension Fund.

How May Section 415 of the Internal Revenue Code Affect My Pension Benefits?

Congress has imposed pension limits that could affect you.

Your annual pension cannot exceed your average annual compensation, which is based on your highest three consecutive years of compensation with your Contributing Employer(s). Further, if you elect to have your pension paid in a form other than a joint and survivor annuity, your average annual compensation will be adjusted to the equivalent of a straight life annuity.

If you retire prior to your Normal Social Security Retirement Age, your pension could also be reduced by a dollar limit imposed by Congress. The impact of the dollar limit is dependent upon whether you are entitled to receive a full or reduced pension.

The limits are adjusted periodically for inflation. Thus, if your pension is reduced because of one of the limits, it will be adjusted upward each time the corresponding limit is adjusted until your pension equals, or is less than, the limits.

Contact the Fund Office if you have questions about how these 415 limits work or if you think they might apply to you.

How Are Pensions Paid?

There are several ways for you to receive your pension. When you apply for your pension, you must select a form of payment that will determine the amount of your monthly benefit during your lifetime. It will also determine whether your spouse or your other survivors receive any benefits after your death.

The form of payment you choose may be changed any time *before* you receive your first payment. *However, once you begin receiving payments, your form of payment cannot be changed.* The only exception is if you are receiving a Disability Pension. In that case, the Fund Office will contact you at your Normal Retirement Age and ask you to make a new election. You may then elect to keep receiving the same form of payment or change the form of payment or change the form of payment. This new election will be effective the first of the month following attainment of age 65.

Normal Form of Benefit

Prior to 2004, the normal form of distribution for unmarried participants is the Five Year Certain Option which provides for payments for the life of the participant provided that if the participant dies prior to receiving five years of payments (60 months), a participant's beneficiary is entitled to the full remainder of the monthly payments through the 60th payment. For distributions commencing January 1, 2004 and thereafter, the normal form of distribution under the Fund will be a Single Life Annuity which provides for payments during your life only with no guaranteed payments. All optional forms of payment, such as the joint and survivor annuities, will be equivalent to the Single Life Annuity. The Five Year Certain Option will become an optional form of payment.

Your benefit under the Single Life Annuity on and after January 1, 2004 will not be less than your benefit under the Five Year Certain Option determined as of December 31, 2003.

If you are married at the time you retire, the Fund is legally required to pay your pension in the form of a **Qualified 50% Joint and Survivor Annuity**, unless you and your spouse together elect an **Alternate Form of Benefit** described below. A **Qualified 50% Joint and Survivor Annuity** provides reduced monthly benefit payments for your lifetime and a monthly payment to your spouse equal to 50% of the amount paid to you while you were alive.

FOR EXAMPLE:

You retire at age 60 and have earned a benefit of \$1,000 per month. Your spouse is 57 years old. Under the **Qualified 50% Joint and Survivor Annuity** form of benefit, your monthly pension will be \$921.93 for as long as you live. When you die, monthly payments of \$460.97 will continue to your spouse for his or her lifetime.

Alternate Forms of Benefit

Years Certain Annuity

You can choose a **Years Certain Annuity** for terms of 5 years (60 months) or 10 years (120 months). A **Five Year Certain Annuity** provides you with a monthly pension for your lifetime. If you die before receiving 60 monthly payments, your survivor (your spouse or, if he or she predeceases you, your remaining survivors) will receive those payments that remain to be paid over the 60 month period. If no one survives you, no further payments will be made.

The **Ten Year Certain Annuity** works the same way as the **Five Year Certain Annuity** except the monthly amount will be less because it is guaranteed to your survivor(s) for a 10 year period.

Joint and Survivor Annuity

If you are married at the time of retirement, you may elect a **Joint and Survivor Annuity** customized to provide 75% or 100% of your monthly pension after your death to your spouse at the time of retirement.

Joint and Survivor Annuity With a Pop-Up

If you are married at the time of retirement, you may elect a **Joint and Survivor Annuity with a Pop-Up**. This form of payment provides reduced monthly payments for your life-time. If you die before your spouse, monthly payments will be made to your spouse in an amount equal to a selected percent of the monthly benefit paid to you during your life-time. (You may elect to have 50%, 75%, or 100% of your pension

continued to your spouse.) If your spouse should die before you, however, the benefit will be increased back, *i.e.*, pop up, to the amount you would have received if you had elected the Five Year Certain Annuity.

Lump Sum Payments

If you are eligible for a pension, other than a Disability Pension, and the actuarial total

value of your pension at the time your pension is to begin is *less* than \$1010001 you *may* elect to receive a lump sum payment in place of a pension. If the actuarial total value of your pension at the time your pension is to begin is less than or equal to \$510001 your benefit *will be* automatically paid in a lump sum.

Spousal Consent

If you are married at the time your pension is to begin, and you want to receive an Alternate Form of Benefit described above, your spouse must consent in writing on forms provided by the Fund Office.

When Are Pension Benefits Paid?

Your pension will begin once the Fund Office has processed your benefits application. Pensions will be paid as of the first day of each month.

How Do I Apply For Benefits?

To receive benefits from the Fund, you must contact the Fund Office in writing at P.O. Box 4928, Syracuse, New York 13221-4928. The proper application package will be sent to you. Complete the application package and return the originals to the Fund Office.

You should apply for your pension 90 days prior to your desired effective date. However, this does not guarantee receipt of a check on the desired effective date. In most cases, the Fund Office must wait for final contributions to be paid and posted or until verification of reciprocal time. If you receive your first check after your desired effective date, your first check will include all retroactive pension payments that would otherwise be due.

How will My Pension be Delayed by Additional Contributions My Employer must make for Vacation and Sick Days?

If your employer pays contributions for vacations, sick days, holidays, or roving holidays in a lump sum, *e.g.*, 200 hours in one week's paycheck, current Fund rules require the time and contributions to be "pushed out" to determine the earliest possible pension effective date.

Beginning the day following your actual last day of work, the contributions are pushed out 40 hours per week until the contributions are depleted. Under the Fund's rules, if you have less than 40 hours of contributions attributed to the month when the contributions are depleted, you may commence your pension beginning the first of that month. Otherwise, you will have to wait until the first of the following month.

FOR EXAMPLE:

Your last day of work was January 2, 1998. Your Contributing Employer paid 224 hours of vacation contributions in a lump sum in your January 2, 1998 paycheck. Beginning January 5, 1998, the Fund Office will push the time out at 40 hours per week to February 11, 1998. As more than 39 hours of contributions would be credited to February 1998, the earliest your pension could be effective would be March 1, 1998.

Changes to Health Fund After January 1, 2004

At the present time, certain pensioners are eligible for a monthly supplement of \$200 towards their premiums for retiree health insurance up to a maximum of 10 years or the date the pensioner becomes eligible for Medicare, whichever comes first. Beginning January 1, 2004, all new retirees who are eligible for premium assistance will be entitled to receive a higher amount if they work beyond their Unreduced Retirement Date (as defined in the preceding section), as follows:

Additional Year Worked After Unreduced Retirement Date	Additional Premium Assistance Earned in that Year	Total Premium Assistance including initial \$200 Supplement
1st year	\$50 per month	\$250 per month
2nd year	\$50	\$300
3rd year	\$50	\$350
4th year	\$50	\$400
5th year	\$100	\$500

Regardless of how long you defer your retirement beyond your Unreduced Retirement Date, the maximum monthly premium assistance amount you can earn is \$500 (including the initial \$200 supplement).

A participant must defer retirement throughout the entire year (full 12 months) to earn the full additional amount for that year. If a participant defers retirement less than 12 months during a year, the participant will earn a prorated share (based on months deferred) of the additional premium amount for that year.

For example, if a participant's Unreduced Retirement Date is January 1, 2005 and the participant defers retirement until January 1, 2007, the participant will have deferred retirement for 2 full years and will have earned total premium assistance equal to \$300 per month (\$100 plus the \$200 already provided), payable for a maximum of 10 years or until age 65 (eligibility for Medicare) if sooner.

If, instead, the participant only defers retirement until October 1, 2006, the participant would earn \$50 for the 1st year in addition to the \$200 already provided, plus \$37.50 for the 2nd year (representing the maximum of \$50 multiplied by 9 months deferred/12 months). As a result, the participant will have deferred retirement for a total of 21 months and have earned premium assistance equal to \$287.50, payable for a maximum of 10 years or until age 65 if sooner.

Re-employment After Retirement?

If you return to work after retiring, your pension benefits will be suspended if:

- 1. you work forty (40) or more hours during any month; and**
- 2. the work is in any trade, craft, or industry covered by this Fund; and**
- 3. the work is performed anywhere in the geographic jurisdiction of the Fund.**

Your benefits will be suspended even if you return to work for a non-Contributing Employer or are self-employed.

What are My Obligations?

You must provide the Fund Office with prior written notification if you plan to return to work.

You have to give the Fund Office any information it requests or your pension may be suspended until the information is received by the Fund Office.

What Happens If I Do Not Notify the Fund Office About Returning to Work?

If the Fund Office discovers you are re-employed without providing the proper written notification to the Fund, your pension will be suspended immediately.

If the Fund pays benefits for any month when benefits should have been suspended, you must repay the full amount of the overpayments. Up to 100% of the first 3 pension payments scheduled to be made when your pension would normally resume may be withheld to make up for the overpayment. If this does not cover the overpayment, your subsequent pension payments will be reduced by 25% each month until the overpayment is fully recovered.

When Will My Pension Resume?

Once you stop working or are determined to be in compliance with the Re-Employment Rules, you can apply to have your pension restarted. You must notify the Fund Office in writing and a Request for Resumption of Benefits will be sent to you. Complete the form and return the original to the Fund Office. Once the Fund Office verifies the accuracy of the information you submit, your pension will resume.

Can I Find Out in Advance Whether or Not My Benefits Will Be Suspended?

Yes. If you want to find out if your benefits will be suspended, contact the Fund Office in writing for a Re-Employment Request Form. Complete the form and return it to the Fund Office. You will be informed if the employment will affect your benefit.

What Happens if I Disagree with the Decision to Suspend Benefits?

If you disagree with the Fund Office's decision, you may ask for a review of the decision in accordance with the Plan's Claims Review Procedures described on page 17. The Board of Trustees' decision is final regarding the right to return to work and still be eligible to receive a pension.

Reciprocal Pensions

The Trustees have entered into reciprocal agreements with many other Teamster pension plans throughout the United States. Under these agreements, the reciprocal funds all work together to make certain that you receive credit for all your service.

For example, calculation of your pension will take into account credit earned under a reciprocal fund. The same service may also be used to determine your vested status in the Plan. In addition, service earned under a reciprocal fund may help you qualify for alternative pensions under the Plan such as a 30-year pension.

Because the research required to establish eligibility for a reciprocal pension may take longer than 90 days, we recommend that you contact the Fund Office at least six months before your actual pension effective date.

What Else Do I Need To Know About My Plan?

Must My Pension Be Deposited Directly into My Bank Account?

Yes, if you live in the continental United States.

Can I Assign My Pension to My Creditors?

Pension payments will be made directly to you and cannot be made to any other person. You may not borrow against a pension or use it as security for a loan. In addition, you may not transfer or assign your right to your pension except under a Qualified Domestic Relations Order. The IRS,

though, may levy your pension in which case the Fund Office may be required to remit a portion of your pension to the IRS.

What Happens to My Pension If I Get a Divorce?

Your pension may be divided between you and your former spouse and/or children pursuant to a Qualified Domestic relations Order (“QDRO”). A QDRO is a domestic relations order that meets applicable legal requirements.

How is My Pension Taxed?

Any payments you receive from the Fund are generally subject to both Federal and State Income tax. If you receive a lump sum from the Fund, you may defer tax by rolling it over into an IRA. If you do not roll it over, the Fund is required to withhold 20% of the lump sum and turn it over to the IRS to be applied against any federal income tax you may owe. Please be advised that the Fund does not withhold State income tax.

How Do I Appeal a Denial of My Claim for Benefits?

If your request for benefits is denied by the Fund, you can have your claim reviewed by the Executive Administrator. To do so, you or your authorized representative must submit a written request to the Executive Administrator for a review of the denial along with any supporting documentation.

You will receive a written decision within 60 days after your request for review is received by the Fund. Within 60 days of the date of that decision you can make a final written appeal to the Board of Trustees. Thereafter, you will receive a written decision from the Board of Trustees within 60 days.

Other Information

Plan Administration

The Plan is administered by a Board of Trustees that has equal representation by the Union and the Contributing Employers. All questions relating to the interpretation of the Plan, the eligibility of employees, and the amount of benefits payable in each case will be determined by the Trustees in accordance with Plan provisions.

The Board of Trustees is jointly administered by Union and Employer Trustees:

<i>Union Trustees</i>	<i>Employer Trustees</i>
Gary Staring, Local 317, Syracuse Co-Chairman	J. Dawson Cunningham, Roadway Express Co-Chairman
John A. Bulgaro, Local 294, Albany	Michael S. Scalzo, Sr., ABF Freight System
Brian R. Masterson, Local 375, Buffalo	Daniel W. Schmidt, New Penn
	Thomas K. Wotring

You may obtain a complete list of the employers and local unions that sponsor this Plan by writing to the Fund. The Fund will also help you determine whether a particular employer or union is a Plan sponsor, if you submit a written request for that information.

Duration of Plan

While it is hoped and believed that the Plan will be continued indefinitely, the Board of Trustees, in its sole discretion, reserves the right to change or to terminate the Plan at any time. In the unlikely event that circumstances cause the Plan to be terminated, the entire trust fund will be used to provide benefits to Plan participants.

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most 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 guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for Contributing Employers; (4)

benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) certain death benefits and other non-pension benefits.

Even if certain benefits of yours are not guaranteed, you still may receive some of those benefits from the PBGC based on the amount that the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, inquire at the Fund Office, 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 1-(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 web site on the Internet at <http://www.pbgc.gov>.

Rights of Participants

A participant in the Plan described in this summary plan description is 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:

- **Examine, without charge, at the Fund Office, all Plan documents, including insurance contracts, participation agreements, , and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U. S. Department of Labor.**
- **Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including insurance contracts and participation agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Fund Office may make a reasonable charge for the copies.**
- **Receive a summary of the Plan's annual financial report. The Fund Office is required by law to furnish each participant with a copy of this summary annual report.**
- **Obtain a statement reporting 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 report how many more years you need to work to have 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.

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. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Executive Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials to which you are entitled 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 that you be provided the materials and paid up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Fund Office. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Fund Office. If questions arise about this statement or about your rights under ERISA, you should contact the nearest regional office of the Pension and Welfare Benefits Administration, U.S Department of Labor. This office is located at One Bowdoin Square, 7th Floor, Boston, MA 02114; the phone number is (617) 424-4977. 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, D.C. 20210.

The previous section is required by the United States Department of Labor. Its inclusion in this summary plan description should not be construed as offering legal advice.