

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL

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## Summary Pension Plan Description

Effective January, 2010

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Mokena, Illinois 60448

### **TRUSTEES OFFICE**

9000 West 187th Street  
Mokena, Illinois 60448  
Telephone: (773) 254-2500

# Local 710 Health, Welfare and Pension Funds

## UNION TRUSTEES:

James E. Dawes, Chairman  
Robert N. Falco  
Patrick W. Flynn

## EMPLOYER TRUSTEES:

Neal J. London, Secy.-Treas.  
Phillip D. Stanoch  
Hugh T. Roberts, Jr.



9000 W. 187TH STREET  
MOKENA, ILLINOIS 60448  
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Dear Members:

The Board of Trustees has revised the booklet summarizing your Pension Plan. Your Plan has been in existence since 1955. Since that time, the Pension Fund has grown to become one of the largest and one of the best jointly-administered pension funds in the country.

This booklet reflects the benefits to be derived from your Pension Plan. We urge you to study this booklet and to acquaint yourself with the benefits incorporated within the Plan. However, there will be unusual cases in which you may need further explanation. If so, please contact the Pension Fund Office for any additional information you may need.

We, as your Trustees, will continually strive to make improvements, but always giving priority to the security of your pension.

Fraternally yours,

The Board of Trustees

James E. Dawes, Chairman  
Neal J. London, Secretary-Treasurer  
Robert N. Falco  
Patrick W. Flynn  
Phillip D. Stanoch  
Hugh T. Roberts, Jr.

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## **USING THIS SUMMARY PLAN DESCRIPTION**

Every effort has been made to summarize the Pension Plan provisions as accurately and as comprehensively as possible so that you will understand your rights and obligations. However, pension plans are very complex. If there is any part of this booklet that you do not understand, or if you have any questions, please contact the Fund Office. In the event of any inconsistency between the Summary Plan Description and the Pension Plan, the provisions of the Pension Plan shall govern. You may request a copy of the Pension Plan from the Fund Office. The Trustees have the discretionary authority to interpret the Plan and decisions of the Trustees or their delegates are final and binding.

This Summary Plan Description applies to participants who terminate covered employment on or after February 1, 2008. The rights and benefits of participants who terminate covered employment prior to this date will be determined in accordance with the provisions of the Pension Plan in effect on the date of termination.

## IMPORTANT

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office for another copy.
- If you have worked for a contributing employer and you are leaving without definite plans to return in the near future, you may be entitled to a pension, payable when you have reached a retirement age. To protect your benefit rights call or write the Fund Office. Arrangements will be made to furnish you with a statement of your benefit rights. The Fund will also file notice with the government so that the Social Security Administration can remind you at a future time of your vested pension rights.
- Notify the Fund Office promptly if you change your address.
- NOTHING IN THIS BOOKLET IS MEANT TO INTERPRET OR CHANGE IN ANY WAY THE PROVISIONS EXPRESSED IN THE PLAN. ONLY THE FULL BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS DESCRIBED IN THIS BOOKLET. BENEFITS UNDER THIS PLAN WILL BE PAID ONLY WHEN THE BOARD OF TRUSTEES OR PERSONS DELEGATED BY THEM DECIDE, IN THEIR DISCRETION, THAT THE PARTICIPANT OR BENEFICIARY IS ENTITLED TO BENEFITS. THEIR INTERPRETATION WILL BE FINAL AND BINDING ON ALL PERSONS DEALING WITH THE PLAN OR CLAIMING A BENEFIT FROM THE PLAN. IF A DECISION OF THE TRUSTEES IS CHALLENGED IN COURT, IT IS THE INTENTION OF THE PARTIES THAT SUCH DECISION IS TO BE UPHOLD UNLESS IT IS DETERMINED TO BE ARBITRARY OR CAPRICIOUS.

NO EMPLOYER OR UNION NOR ANY REPRESENTATIVE OF ANY EMPLOYER OR UNION, IS AUTHORIZED TO INTERPRET THIS PLAN NOR IS ANY SUCH PERSON AUTHORIZED TO ACT AS AGENT OF THE TRUSTEES. THE TRUSTEES RESERVE THE RIGHT TO AMEND, MODIFY OR DISCONTINUE ALL OR PART OF THIS PLAN WHENEVER, IN THEIR JUDGMENT, CONDITIONS SO WARRANT.

## MOST OFTEN ASKED QUESTIONS

### 1. **How are Pension Benefits Paid?**

You must apply in writing to the Trustees and furnish information required by the Trustees before your pension benefit will begin.

Pension benefits are paid monthly and continue for your lifetime. If you have a spouse, your payments will be reduced so that after your death, payments will be continued to your spouse. Your spouse would get one-half of the reduced pension you are receiving; this is the 50% Joint and Survivor Pension.

In lieu of the 50% Joint and Survivor Pension, married participants also have the option of a 100% Joint and Survivor Pension and effective February 1, 2008, a 75% Joint and Survivor Pension.

You may elect not to have payments continued to your spouse. You may make such an election within the 90 day period before your retirement. Your spouse must consent in writing to the waiver of the Joint and Survivor Pension, and the written consent must be notarized. If the Joint and Survivor Pension is waived, there will not be any reduction in your monthly payments.

See pages 19-21 for more information on Joint and Survivor benefits.

### 2. **Can my Pension benefits be suspended?**

Yes, if you return to work in any capacity in the trucking industry (Union or non-Union) or the same or related business as any Contributing Employer, your Pension benefit will be suspended. The rules are different after age 65 (see Question 3 below). But remember you must always contact the Fund office before returning to work.

### 3. **If I get another job after I retire will this affect my Pension benefits?**

So long as you remain retired you will continue to receive your Pension benefits each month so long as you live.

Retirement means:

- a) Prior to attainment of Normal Retirement Age (generally age 65) you are not permitted to engage in any of the following:
  - i. Employment with any Contributing Employer;
  - ii. Employment in the same or related business as any Contributing Employer;
  - iii. Self-employment in the same or related business as any Contributing Employer; or

- iv. Employment or self-employment in any business which is under the jurisdiction of the Union at the time of such retirement.

This includes both union and non-union companies.

- b) After attainment of Normal Retirement Age (generally age 65) you cannot engage in employment or self-employment in the geographical area of the Plan, not using the same skills acquired while in Covered Employment and refrain to work in an industry engaged in by any Employer maintaining the Plan. However, you will still be considered retired if you work less than 40 hours in a month in such employment without any suspension or reduction in benefits. There is no suspension of benefits no matter how many hours you work if benefits are being paid to you because you have reached age 70-1/2 (see page 35).

A Participant or Pensioner may request determination in advance as to whether a specific type of employment falls within the above guidelines.

**4. Is my Pension reduced by Social Security benefits that are paid to me?**

No. Your Pension benefit is paid in addition to any benefits that you receive from Social Security.

**5. Can I receive my pension if I am receiving Workmen's Compensation?**

No, you are not entitled to a Pension Benefit if you are receiving Workmen's Compensation. Your Pension may begin once your Workmen's Compensation ends and you submit a letter of resignation to your employer.

**6. How can I determine the status of my Pension?**

If you write the Fund Office you will receive a statement which will inform you of the Pension benefits you have earned to date. This information is only required to be furnished once a year.

**7. Can I borrow money from the Fund or take out the contributions made on my behalf by Employers?**

No. The purpose of this Plan is to assure that Participants will receive the intended rate of retirement income when they retire. Therefore, you cannot borrow money from the Plan, take out any money from the Fund, sell, assign or pledge any amounts that have been contributed to the Fund for you. The Fund will not recognize any attachment or assignment of any contributions made on your behalf or of any benefits payable to you, except the Fund may be required to pay benefits to another person pursuant to a qualified domestic relations order. A qualified domestic relations order is a judgment under state law relating to child support,



alimony payments or marital property rights. You may obtain a copy of the procedures governing a qualified domestic relations order without charge by contacting the Fund office.

**8. If I have any questions concerning the Plan, to whom should I address them?**

Any questions that you have concerning this Pension Fund should be directed to:

LOCAL 710 PENSION PLAN  
9000 West 187th Street  
Mokena, Illinois 60448

**9. How do my Plan benefits become vested?**

Your accrued pension benefit becomes vested if you terminate Covered Employment after you have 10 Years of Vesting Service before January 31, 1999, or 5 Years of Vesting Service on or after February 1, 1999, provided you have not had a Break in Service. However, the amount of your Pension is based on your Pension Credits, not on your Vesting Service.

**10. What is meant by Covered Employment?**

Generally, Covered Employment means work of the kind defined in the Collective Bargaining Agreements between Local 710, International Brotherhood of Teamsters and Employers contributing to the Plan on your behalf. Certain employees who work in employment not covered under a Collective Bargaining Agreement may also be considered as working in Covered Employment. (See the description of employees eligible to participate in the Plan in the Participation Section, on page 41.)

## PENSIONS

Pensions are paid once you terminate service and are no longer working in the industry (see page 3 for a complete explanation of Retirement). The pension that you are eligible for will depend on the amount of Pension Credit you have and your age. Some pensions depend just on the amount of Pension Credit or Contributory Pension Credit you have and not your age.

For an explanation of Pension Credit and Contributory Pension Credit see page 46. To determine if any of your Pension Credit has been lost due to a Break in Service, see pages 50-52.

To receive any Pension you must satisfy the service requirement and/or age requirement for each type of Pension. You must make a written application to the Trustees for your Pension, present a copy of your resignation, and you must meet all of the following requirements:

- a) You must satisfy the Pension Credit or Contributory Pension Credit requirement for that pension (excluding all Pension Credit lost due to a

Break in Service) and none of your years of Pension Credit or Contributory Pension Credit are separated by a period of time in which you were out of Covered Employment for more than 156 consecutive calendar weeks<sup>1</sup>;

- b) You have two or more years of Pension Credits under a Collective Bargaining Agreement; and
- c) At least 80 weeks of Employer Contributions have been paid into the Trust Fund on your behalf.

The following is a summary of each Pension.

All Pensions will be paid in the form of a 50% Joint and Survivor Pension unless you are not married, or you and your spouse elect otherwise, as described on page 21.

If you are not married or if you and your spouse elect not to have your Pension paid in the form of a 50% Joint and Survivor Pension, then your Pension will be paid for the rest of your life, and your spouse or beneficiaries may be entitled to a Death Benefit or Survivor Benefit.

<sup>1</sup> If you are out of Covered Employment for more than 156 weeks and then you return to Covered Employment for at least as long as you were out, this requirement will be satisfied. If you are out for more than 260 weeks, you would only have to return for 260 weeks. For example, suppose you have 16 Pension Credits and leave Covered Employment for 7 years (364 weeks), then return to Covered Employment for 5-1/2 years (286 weeks) you will have satisfied this requirement because you would return to work for at least 260 weeks. This applies only if you terminate Covered Employment on or after July 1, 1993.

## TWENTY YEAR PENSION

**Service Requirement:** 20 or more but less than 25 Contributory Pension Credits

**Age Requirement:** 57 or more, or you will attain age 57 within 156 weeks of your termination from Covered Employment.

**Termination Date:** Terminate from Covered Employment on or after January 1, 1998 for United Parcel Service Participants or on or after March 1, 1998 for all other participants.

**Monthly Amount:** (effective February 1, 1998 for UPS and April 1, 1998 for all others)

- \$1,050.00 for participant age 57 but less than 58 (or attain age 57 within 156 weeks of his termination from Covered Employment);

- \$1,125.00 for participant age 58 but less than age 59;
- \$1,250.00 for participant age 59 but less than age 60;
- \$1,375.00 for participant age 60 but less than age 61;
- \$1,500.00 for participant age 61 but less than age 62;
- \$1,625.00 for participant age 62 but less than age 63;
- \$1,750.00 for participant age 63 but less than age 64;
- \$1,875.00 for participant age 64 but less than age 65;
- \$2,000.00 for participant age 65 or more.

## **TWENTY-FIVE AND OUT PENSION**

**Service Requirement:** 25 or more Contributory Pension Credits

**Age Requirement:** Any age less than 50

**Termination Date:** Terminate from Covered Employment on or after January 1, 1998.

**Monthly Amount:** (effective on or after February 1, 1998)

- \$2,500.00 for participant with 25 or more but less than 26 contributory pension credits;
- \$2,600.00 for participant with 26 or more but less than 27 contributory pension credits;
- \$2,700.00 for participant with 27 or more but less than 28 contributory pension credits;
- \$2,800.00 for participant with 28 or more but less than 29 contributory pension credits;
- \$2,900.00 for participant with 29 or more but less than 30 contributory pension credits;
- \$3,000.00 for participant with 30 or more but less than 31 contributory pension credits;
- \$3,100.00 for participant with 31 or more but less than 32 contributory pension credits;
- \$3,200.00 for participant with 32 or more but less than 33 contributory pension credits;
- \$3,300.00 for participant with 33 or more but less than 34 contributory pension credits;
- \$3,400.00 for participant with 34 or more but less than 35 contributory pension credits;
- \$3,500.00 for participant with 35 or more contributory pension credits.

**Service Requirement:** 25 or more Contributory Pension Credits

**Age Requirement:** 50 or more

**Termination Date:** Terminate from Covered Employment on or after October 1, 1999.

**Monthly Amount:** (effective on or after November 1, 1999)

- \$2,700.00 for participant with 25 or more but less than 26 contributory pension credits;
- \$2,800.00 for participant with 26 or more but less than 27 contributory pension credits;
- \$2,900.00 for participant with 27 or more but less than 28 contributory pension credits;
- \$3,000.00 for participant with 28 or more but less than 29 contributory pension credits;
- \$3,100.00 for participant with 29 or more but less than 30 contributory pension credits;
- \$3,200.00 for participant with 30 or more but less than 31 contributory pension credits;
- \$3,300.00 for participant with 31 or more but less than 32 contributory pension credits;
- \$3,400.00 for participant with 32 or more but less than 33 contributory pension credits;
- \$3,500.00 for participant with 33 or more but less than 34 contributory pension credits;
- \$3,600.00 for participant with 34 or more but less than 35 contributory pension credits;
- \$3,700.00 for participant with 35 or more contributory pension credits.

**Service Requirement:** 25 or more Contributory Pension Credits

**Age Requirement:** 50 or more

**Termination Date:** Terminate from Covered Employment on or after October 1, 2000.

**Monthly Amount:** (effective on or after November 1, 2000)

- \$2,800.00 for participant with 25 or more but less than 26 contributory pension credits;
- \$2,900.00 for participant with 26 or more but less than 27 contributory pension credits;
- \$3,000.00 for participant with 27 or more but less than 28 contributory pension credits;
- \$3,100.00 for participant with 28 or more but less than 29 contributory pension credits;
- \$3,200.00 for participant with 29 or more but less than 30 contributory pension credits;
- \$3,300.00 for participant with 30 or more but less than 31 contributory pension credits;
- \$3,400.00 for participant with 31 or more but less than 32 contributory pension credits;
- \$3,500.00 for participant with 32 or more but less than 33 contributory pension credits;
- \$3,600.00 for participant with 33 or more but less than 34 contributory pension credits;

- \$3,700.00 for participant with 34 or more but less than 35 contributory pension credits;
- \$3,800.00 for participant with 35 or more contributory pension credits.

### **NORMAL PENSION**

<b>Service Requirement:</b>	25 or more Pension Credits
<b>Age Requirement:</b>	65 or more
<b>Termination Date:</b>	Terminate from Covered Employment on or after January 1, 1998.
<b>Monthly Amount:</b>	\$1,300.00

### **REGULAR PENSION**

<b>Service Requirement:</b>	20 or more Pension Credits
<b>Age Requirement:</b>	57 or more, or you will attain age 57 within 156 weeks of your termination from Covered Employment.
<b>Termination Date:</b>	Terminate from Covered Employment on or after December 1, 1997 for United Parcel Service Participants or on or after May 1, 1998 for all other participants.
<b>Monthly Amount:</b>	(effective January 1, 1998 for UPS and June 1, 1998 for all others)

- \$850.00 for participant age 57 but less than 58 (or attain age 57 within 156 weeks of his termination from Covered Employment);
- \$900.00 for participant age 58 but less than age 59;
- \$950.00 for participant age 59 but less than age 60;
- \$1,050.00 for participant age 60 but less than age 61;
- \$1,100.00 for participant age 61 but less than age 62;
- \$1,200.00 for participant age 62 but less than age 63;
- \$1,300.00 for participant age 63 but less than age 64;
- \$1,400.00 for participant age 64 but less than age 65;
- \$1,500.00 for participant age 65 or more.

### **EARLY RETIREMENT PENSION**

<b>Service Requirement:</b>	20 or more Pension Credits
<b>Age Requirement:</b>	50 or more but less than 57.
<b>Termination Date:</b>	Terminate from Covered Employment on or after March 1, 1998.

**Monthly Amount:** Equal to the sum of the following:

\$15.00 x Pension Credit earned prior to January 1, 1976

**PLUS**

45¢ x Pension Credit earned prior to January 1, 1976 x Pension Credit earned between January 1, 1976 and January 1, 1987

**PLUS**

\$30.00 x Pension Credit earned between January 1, 1976 and January 1, 1987

**PLUS**

\$45.00 x Pension Credit earned between January 1, 1987 and January 1, 1988

**PLUS**

\$60.00 x Pension Credit earned between January 1, 1988 and January 1, 1991

**PLUS**

\$75.00 x Pension Credit earned between January 1, 1991 and January 1, 1995

**PLUS**

\$84.00 x Pension Credit earned between January 1, 1995 and January 1, 1996

**PLUS**

\$93.00 x Pension Credit earned between January 1, 1996 and January 1, 1998

**PLUS**

\$108.00 x Pension Credit earned between January 1, 1998 and January 1, 1999

**PLUS**

\$111.00 x Pension Credit earned between January 1, 1999 and January 1, 2000

**PLUS**

\$114.00 x Pension Credit earned after January 1, 2000

### **Early Retirement Pension for United Parcel Service Participants**

**Service Requirement:** 20 or more Pension Credits

**Age Requirement:** 50 or more but less than 57.

**Termination Date:** Terminate from Covered Employment on or after January 1, 1998.

**Monthly Amount:** Equal to the sum of the following:

\$19.50 x Pension Credit earned prior to January 1, 1976

**PLUS**

58.5¢ x Pension Credit earned prior to January 1, 1976 x Pension Credit earned between January 1, 1976 and January 1, 1987

**PLUS**

\$39.00 x Pension Credit earned between January 1, 1976 and January 1, 1987

**PLUS**

\$60.00 x Pension Credit earned between January 1, 1987 and January 1, 1990

**PLUS**

\$75.00 x Pension Credit earned between January 1, 1990 and January 1, 1993

**PLUS**

\$93.00 x Pension Credit earned between January 1, 1993 and January 1, 1998

**PLUS**

\$108.00 x Pension Credit earned between January 1, 1998 and January 1, 1999

**PLUS**

\$111.00 x Pension Credit earned between January 1, 1999 and January 1, 2000

**PLUS**

\$114.00 x Pension Credit earned after January 1, 2000

If you elect to begin receiving your Early Retirement Pension before age 65, the amount of the pension will be reduced, since it is expected that your Pension will be paid to you for a longer period of time.

The amount of reduction is calculated as follows:

2/3 of 1% for each of the first 60 months that you are less than age 65; and  
1/3 of 1% for each of the first 60 months that you are less than age 60; and  
1/6 of 1% for each month that you are less than age 55.

**Example 1 for Early Retirement Pension:**

Assume you terminate Covered Employment on November 3, 2008, at age 50 with the following service history:

Pension Credit earned between January 1, 1987 and January 1, 1988:	1
Pension Credit earned between January 1, 1988 and January 1, 1991:	3
Pension Credit earned between January 1, 1991 and January 1, 1995:	4
Pension Credit earned between January 1, 1995 and January 1, 1996:	1
Pension Credit earned between January 1, 1996 and January 1, 1998:	2
Pension Credit earned between January 1, 1998 and January 1, 1999:	1
Pension Credit earned between January 1, 1999 and January 1, 2000:	1
Pension Credit earned after January 1, 2000:	<u>9</u>
Total Pension Credit earned:	22

The Early Retirement Pension is \$2,040.00 (\$45.00+ \$180.00 + \$300.00 + \$84.00 + \$186.00 + \$108.00 + \$111.00 + 1,026.00), calculated as follows:

\$45.00 x 1 = \$45.00  
**PLUS**  
 \$60.00 x 3 = \$180.00  
**PLUS**  
 \$75.00 x 4 = \$300.00  
**PLUS**  
 \$84.00 x 1 = \$84.00

**PLUS**  
 $\$93.00 \times 2 = \$186.00$   
**PLUS**  
 $\$108.00 \times 1 = \$108.00$   
**PLUS**  
 $\$111.00 \times 1 = \$111.00$   
**PLUS**  
 $\$114.00 \times 9 = \$1,026.00$

**Example 2 for Early Retirement Pension**

In Example 1 assume you are a United Parcel Service Participant. Your Early Retirement Pension would be \$2,115.00 (\$180.00 + \$225.00 + \$465.00 + \$108.00 + \$111.00 + \$1,026.00), calculated as follows:

$\$60.00 \times 3 = \$180.00$   
**PLUS**  
 $\$75.00 \times 3 = \$225.00$   
**PLUS**  
 $\$93.00 \times 5 = \$465.00$   
**PLUS**  
 $\$108.00 \times 1 = \$108.00$   
**PLUS**  
 $\$111.00 \times 1 = \$111.00$   
**PLUS**  
 $\$114.00 \times 9 = \$1,026.00$

Since the benefits in Examples 1 and 2 will be payable prior to your age 65, the Early Retirement Pensions will be reduced for each month you are less than 65. In this example, for 180 months:

$2/3 \times 1\% \times 60 \text{ months} =$	40%
$1/3 \times 1\% \times 60 \text{ months} =$	20%
$1/6 \times 1\% \times 60 \text{ months} =$	<u>10%</u>
<b>Total Reduction</b>	<b>70%</b>

This means that your Early Retirement Pension payable at age 50 will be reduced by 70%.

In Example 1, your reduction is \$1,428.00 (\$2,040.00 x 70%). Therefore, your Early Retirement Pension payable at age 50 is \$612.00 (\$2,040.00 - \$1,428.00).

In Example 2, your reduction is \$1,480.50 (\$2,115.00 x 70%). Therefore, your Early Retirement Pension payable at age 50 is \$634.50 (\$2,115.00 - \$1,480.50).

**VESTED PENSION**

If you terminate Covered Employment and are not eligible for any other Pension, you will be entitled to a Vested Pension if you satisfy one of the following:

- You terminate Covered Employment on or after February 1, 1999, with at least 5 years of Vesting Service (with this Fund only); or



- You attain your Normal Retirement Age. Normal Retirement Age is generally age 65 for participants who enter Covered Employment before age 60; for participants who enter at age 60 or more, it is their age upon completion of 5 years of participation in the plan.

## **WHEN YOUR VESTED PENSION STARTS**

Your Vested Pension starts at your Normal Retirement Date, the first day of the month after you attain your Normal Retirement Age.

Your Vested Pension can also start at a reduced amount as early as age 50 if you have at least 20 Pension Credits and have fulfilled all of the eligibility requirements for an Early Retirement Pension except the age requirement. See page 9 for these requirements.

### **Monthly Amount:**

For termination from Covered Employment on or after January 1, 1998, your Vested Pension is equal to the sum of the Accrued Pensions that you have earned during each Period of Accrual.

A Period of Accrual means the period of time during which you have earned Contributory Pension Credit and ends on the day before the beginning of any period during which you are out of Covered Employment for more than 156 consecutive calendar weeks.

For most participants who terminate Covered Employment on or after January 1, 1998, and have one period of accrual, the amount of the Vested Pension would be:

\$15.00 x Contributory Pension Credit earned prior to January 1, 1976

**PLUS**

45¢ x Contributory Pension Credit earned prior to January 1, 1976 x  
Contributory Pension Credit earned between January 1, 1976 and January 1,  
1987

**PLUS**

\$30.00 x Contributory Pension Credit earned between January 1, 1976 and  
January 1, 1987

**PLUS**

\$45.00 x Contributory Pension Credit earned between January 1, 1987 and  
January 1, 1988

**PLUS**

\$60.00 x Contributory Pension Credit earned between January 1, 1988 and  
January 1, 1991

**PLUS**

\$75.00 x Contributory Pension Credit earned between January 1, 1991 and  
January 1, 1995

**PLUS**

\$84.00 x Contributory Pension Credit earned between January 1, 1995 and January 1, 1996

**PLUS**

\$93.00 x Contributory Pension Credit earned between January 1, 1996 and January 1, 1998

**PLUS**

\$108.00 x Contributory Pension Credit earned between January 1, 1998 and January 1, 1999

**PLUS**

\$111.00 x Contributory Pension Credit earned between January 1, 1999 and January 1, 2000

**PLUS**

\$114.00 x Contributory Pension Credit earned after January 1, 2000

**Vested Pension for United Parcel Service Participants**

Equal to the sum of the following:

\$19.50 x Contributory Pension Credit earned prior to January 1, 1976

**PLUS**

58.5¢ x Contributory Pension Credit earned prior to January 1, 1976 x Contributory Pension Credit earned between January 1, 1976 and January 1, 1987

**PLUS**

\$39.00 x Contributory Pension Credit earned between January 1, 1976 and January 1, 1987

**PLUS**

\$60.00 x Contributory Pension Credit earned between January 1, 1987 and January 1, 1990

**PLUS**

\$75.00 x Contributory Pension Credit earned between January 1, 1990 and January 1, 1993

**PLUS**

\$93.00 x Contributory Pension Credit earned between January 1, 1993 and January 1, 1998

**PLUS**

\$108.00 x Contributory Pension Credit earned between January 1, 1998 and January 1, 1999

**PLUS**

\$111.00 x Contributory Pension Credit earned between January 1, 1999 and January 1, 2000

**PLUS**

\$114.00 x Contributory Pension Credit earned after January 1, 2000

If you elect to begin receiving your Vested Pension before age 65, the amount of the pension will be reduced, since it is expected that your Pension will be paid to you for a longer period of time.

The amount of reduction is calculated as follows:

- 2/3 of 1% for each of the first 60 months that you are less than age 65; and
- 1/3 of 1% for each of the first 60 months that you are less than age 60; and
- 1/6 of 1% for each month that you are less than age 55.

**Example 1 for Vested Pension:**

Assume you terminate from Covered Employment on December 14, 2008, at age 46 with 21 Years of Vesting Service and the following service history:

Contributory Pension Credit earned between January 1, 1988 and January 1, 1991:	3
Contributory Pension Credit earned between January 1, 1991 and January 1, 1995:	4
Contributory Pension Credit earned between January 1, 1995 and January 1, 1996:	1
Contributory Pension Credit earned between January 1, 1996 and January 1, 1998:	2
Contributory Pension Credit earned between January 1, 1998 and January 1, 1999:	1
Contributory Pension Credit earned between January 1, 1999 and January 1, 2000:	1
Contributory Pension Credit earned after January 1, 2000:	<u>9</u>
Total Pension Credit earned:	21

The Vested Pension is \$1,995.00 (\$180.00 + \$300.00 + \$84.00 + \$186.00 + \$108.00 + \$111.00 + \$1,026.00), calculated as follows:

$$\begin{aligned}
 & \$60.00 \times 3 = \$180.00 \\
 & \text{PLUS} \\
 & \$75.00 \times 4 = \$300.00 \\
 & \text{PLUS} \\
 & \$84.00 \times 1 = \$84.00 \\
 & \text{PLUS} \\
 & \$93.00 \times 2 = \$186.00 \\
 & \text{PLUS} \\
 & \$108.00 \times 1 = \$108.00 \\
 & \text{PLUS} \\
 & \$111.00 \times 1 = \$111.00 \\
 & \text{PLUS} \\
 & \$114.00 \times 9 = \$1,026.00
 \end{aligned}$$

The amount of \$1,995.00 will be paid at age 65. If you are married and have an eligible spouse, then your Vested Pension will be paid in the form of a 50% Joint and Survivor Pension.

You could also elect to begin payments at a reduced amount when you reach age 50.

A Period of Accrual means the period of time during which you have earned Contributory Pension Credit and ends on the day before the beginning of any period during which you are out of Covered Employment for more than 156 consecutive calendar weeks.

**Example:**

Assume you begin Covered Employment in February 1985 and work until March 1993; then return to Covered Employment in June 1997 and work until December 1998; then return to work April 2002 and work until November 2009. You would have the following Periods of Accrual:

- Period of Accrual: February 1985 through March 1993
- Period of Accrual: June 1997 through December 1998
- Period of Accrual: April 2002 through November 2009

Hence, your Vested Pension would be calculated as the sum of the Accrued Pensions earned during *each* Period of Accrual. Your Accrued Pension earned during a Period of Accrual ending before January 1, 1987 may be based on amounts smaller than those shown on page 13.

**Example 2 for Vested Pension:**

Suppose you entered Covered Employment on March 1, 1981 and terminate Covered Employment on September 30, 2008, at age 46 with more than 5 Years of Vesting Service. Also, during the period from January 15, 1996 to December 31, 2003, you were out of Covered Employment for more than 156 consecutive calendar weeks. Because you were out of Covered Employment for more than 156 consecutive calendar weeks you would have the following two Periods of Accrual:

- Period of Accrual: March 1, 1981 through January 14, 1996
- Period of Accrual: January 1, 2004 through September 30, 2008

Service History for Period of Accrual from March 1, 1981 through January 14, 1996:

Contributory Pension Credit earned from March 1, 1981 to January 1, 1987:	6
Contributory Pension Credit earned from January 1, 1987 to January 1, 1988:	1
Contributory Pension Credit earned from January 1, 1988 to January 1, 1991:	3
Contributory Pension Credit earned from January 1, 1991 to January 1, 1995:	4
Contributory Pension Credit earned from January 1, 1995 to January 1, 1996:	<u>1</u>
Total Contributory Pension Credit:	15

Service History for Period of Accrual from January 1, 2004 through September 30, 2008:

Contributory Pension Credit earned from January 1, 2004 to September 30, 2008:	<u>5</u>
Total Contributory Pension Credit:	5

The monthly amount of your Vested Pension payable at your Normal Retirement Age would be the sum of the Accrued Pensions earned in each of your Periods of Accrual, calculated as the sum of (1) and (2), as follows:

1. Your Accrued Pension earned during the first Period of Accrual is \$789.00 (\$180.00 + \$45.00 + \$180.00 + \$300.00 + \$84.00), calculated as follows:

$$\begin{aligned} & \$30.00 \times 6 = \$180.00 \\ & \text{PLUS} \\ & \$45.00 \times 1 = \$45.00 \\ & \text{PLUS} \\ & \$60.00 \times 3 = \$180.00 \\ & \text{PLUS} \\ & \$75.00 \times 4 = \$300.00 \\ & \text{PLUS} \\ & \$84.00 \times 1 = \$84.00 \end{aligned}$$

2. Your Accrued Pension earned during the second Period of Accrual is \$570.00, calculated as follows:

$$\$114.00 \times 5 = \$570.00$$

Therefore, the monthly amount of your Vested Pension payable at your age 65 is \$1,359.00 (\$789.00 + \$570.00).

## **DISABILITY PENSION**

Below are some questions and answers, which will explain the Disability Pension.

### **1. What are the requirements for a Disability Pension?**

You are entitled to a Disability Pension if you:

- a) Become totally and permanently disabled while in Covered Employment and meet the following requirements:
  - (i) You have 15 years of Pension Credits and none of your years of Pension Credits are separated by a period in which you were out of Covered Employment for more than 156 consecutive calendar weeks. If you are out of Covered Employment for more than 156 weeks and then you return to Covered Employment for at least as long as you were out, this requirement will be satisfied. If you

are out for more than 260 weeks, you would only have to return for 260 weeks. For example, suppose you have 16 Pension Credits and leave Covered Employment for 7 years (364 weeks), then return to Covered Employment for 5-1/2 years (286 weeks) you will have satisfied this requirement because you would return to work for at least 260 weeks;

- (ii) You have 2 years of Pension Credits under a Collective Bargaining Agreement;
  - (iii) You have 80 weeks of Employer Contributions paid into the Fund; and
- b) You must be entitled to disability benefits payable under Title II of the Social Security Act. You will be required to furnish evidence of your disability by presenting a Certificate of Social Insurance Award.

**2. How is Disability defined?**

A disability shall be deemed to be total and permanent only if the Trustees find on the basis of medical evidence that you are wholly disabled by bodily injury or disease and you will be permanently, continuously and wholly prevented thereby for life from engaging in any occupation or performing any work for wages or profit.

**3. When should I apply for a Disability Pension?**

You should apply for your Disability Pension and your Social Security Disability Pension as soon as possible after you become disabled. Even if you are receiving or are entitled to receive Workmen's Compensation, do not delay applying for your Disability Pension.

**4. What is the amount of the Disability Pension?**

The disability income payable during your total and permanent disability shall be a monthly amount of \$600.00.

**5. When will payment of the Disability Pension begin?**

The Disability Pension shall commence on the later of:

- a) The effective date that the Social Security Disability Pension begins; or
- b) First day of the month following your application for a Disability Pension.

**6. What happens if after retiring under a Disability Pension, I cease to be totally and permanently disabled?**

If you receive a Disability Pension and then recover from your disability or your Social Security Disability Award ceases, you may return to Covered Employment and resume the accrual of Pension Credits.

You also have the option of applying for a Vested Pension subject to the provisions of the Vested Pension. The Vested Pension will be determined based on your age as of the date that you cease being totally and permanently disabled and your Pension Credits earned at the time of your disability.

## JOINT AND SURVIVOR PENSION

### 1. What is a Joint and Survivor Pension?

A Joint and Survivor Pension is a Pension that pays both the Participant and the Participant's eligible spouse a monthly Pension for life. In order to do this, the Participant's initial Pension is reduced depending upon both spouse and Participant's nearest ages at retirement. This reduced amount is then paid to the Participant until death. If the Participant predeceases his spouse then the Participant's spouse will begin to receive payment equal to 50% of the Participant's reduced Pension in the month following the Participant's death. These payments will continue for the spouse's lifetime.

**You may elect to have a larger reduction so that your spouse will receive either 75% or 100% of the benefit that you were receiving at death.**

If, during the course of your retirement, your spouse dies before you and you are in receipt of a reduced Joint and Survivor Pension, your pension amount will be restored to the original amount. Upon divorce of a spouse after receiving a Joint and Survivor Pension, the Joint and Survivor reduced Pension will not be increased.

### 2. By how much will my Pension be reduced?

The factors in the following tables will determine the amount of reduced Pension paid to you as a Joint and Survivor Pension. The following factors are based on your age and your spouse's age at retirement.

**In effect as of February 1, 2008:**

**TABLE I - FOR ALL PENSIONS**

Spouse's Age Compared to your Age	Participant's Age					
	50-54			55-59		
	50%	75%	100%	50%	75%	100%
6 to 10 years younger	0.9286	0.8966	0.8668	0.9069	0.8666	0.8296
1 to 5 years younger	0.9401	0.9128	0.8870	0.9225	0.8881	0.8562
0 to 4 years older	0.9521	0.9298	0.9085	0.9387	0.9108	0.8845
5 to 9 years older	0.9636	0.9463	0.9297	0.9541	0.9328	0.9123
10 to 14 years older	0.9738	0.9612	0.9489	0.9676	0.9522	0.9373

Spouse's Age Compared to your Age	Participant's Age					
	60-64			65-69		
	50%	75%	100%	50%	75%	100%
6 to 10 years younger	0.8798	0.8299	0.7854	0.8614	0.8055	0.7565
1 to 5 years younger	0.9009	0.8584	0.8197	0.8900	0.8389	0.7961
0 to 4 years older	0.9226	0.8883	0.8564	0.9200	0.8736	0.8383
5 to 9 years older	0.9430	0.9169	0.8922	0.9500	0.9071	0.8799
10 to 14 years older	0.9607	0.9422	0.9245	0.9700	0.9365	0.9171

**Example:**

Suppose you are 60 and you retire as of November 1, 2008. Suppose you are eligible for a Twenty Year Pension of \$1,375.00 a month and your spouse is age 53.

Your Twenty Year Pension will be paid as a 50% Joint and Survivor Pension and your reduced amount will be calculated as follows:

$$\$1,375.00 \times .8798 = \$1,209.73$$

Upon your death your spouse will receive \$604.87 (\$1,209.73 x 50%) per month for life. Notice that your reduction factor is 87.98% for a Participant that is 7 years (60 - 53) older than their spouse as indicated in TABLE I, pages 19-20. If your spouse dies after your retirement, your pension amount will be restored to \$1,375.00, increasing to the original amount before the 50% Joint and Survivor Pension factor was applied.

You may also elect to have a larger reduction to have your Twenty Year Pension paid as a 75% Joint and Survivor. Your reduced amount will be calculated as follows:

$$\$1,375.00 \times .8299 = \$1,141.11$$

Upon your death your spouse will receive \$855.83 (\$1,141.11 x 75%) per month for life. If your spouse dies after your retirement, your pension amount will be restored to \$1,375.00.

You may also elect to have a larger reduction to have your Twenty Year Pension paid as a 100% Joint and Survivor. Your reduced amount will be calculated as follows:

$$\$1,375.00 \times .7854 = \$1,079.93$$



Upon your death your spouse will receive \$1,079.93 ( $\$1,079.93 \times 100\%$ ) per month for life. If your spouse dies after your retirement, your pension amount will be restored to \$1,375.00.

**3. What if I do not want a Joint and Survivor Pension?**

If you do not want a 50%, 75%, or 100% Joint and Survivor Pension, then both you and your spouse must complete and sign a rejection form which must be witnessed by a Notary Public.

If you and your spouse reject a 50%, 75%, or 100% Joint and Survivor Pension you will get your full unreduced benefit for your lifetime only. Your spouse may be eligible for Survivor Benefits if you die within 60 months of your retirement. See page 27 for the description of Survivor Benefits.

**4. When am I not eligible for a Joint and Survivor Pension?**

Joint and Survivor Pension benefits will not be paid if any of the following situations occur:

- a) You and your spouse were not married to each other when your Pension payment began.
- b) You and your spouse were married for less than one year prior to the date of your death.
- c) Your spouse dies before your Pension starts.
- d) You and your spouse are divorced from each other before your Pension payments begin.

## **RECIPROCAL PENSION**

**1. What is a Reciprocal or Partial Pension?**

A Reciprocal or Partial Pension is a Pension Benefit designed to provide Pensions payable from the Plan for Participants that lack sufficient Pension Credit or Vesting Credit to be eligible for any benefits, excluding the \$15,000 Pre-Retirement Lump Sum Death Benefit and the \$3,000 Death Benefit because their years of employment were divided between different Pension Plans.

The Trustees have executed reciprocal agreements with many Related Plans in order to combine all Service Credits and Vesting Credits to determine a Participant's most favorable Retirement Benefit. While Related Service Credits and Related Vesting Credits earned under Related Plans will be considered in determining benefit eligibility and amount, at no time will an Employee receive more than one year of Combined Pension Credit or Combined Vesting Credit in any calendar year.

**2. What are the requirements for eligibility for a Reciprocal Pension?**

You are eligible for a Reciprocal Pension if you meet all of the following requirements:

- a) Your total combined Service Credits and Vesting Credits from all Related Plans must make you eligible for any Pension or benefit provided by this plan other than the Surviving Spouse Pension (less than 20 Pension Credits);
- b) You have earned at least ½ to 2 years of Pension Credits under this Plan depending on the Related Plan;
- c) You are eligible for a Reciprocal Pension from the Related Plan and you are also eligible for a Partial Pension from the last plan for which contributions were made in your behalf. This last plan, referred to as the terminal plan, is that plan associated with the Union that you were a member of immediately prior to your Retirement. If you were not a member of any Union immediately prior to your retirement, then the terminal plan for these purposes will be the plan for which the most contributions were paid on your behalf in the three year period immediately prior to your retirement; and
- d) The only Pension you qualify for from a Related Plan is a Reciprocal Pension. If you are eligible for a Pension other than a Reciprocal Pension from this Plan or any Related Plan, you may elect to take whichever Pension you desire.

**3. Does a Reciprocal Pension affect or change any current Pension Benefits or calculation methods used in determining my Plan benefits?**

A Reciprocal Pension will affect three areas of your Plan Benefits, as follows:

- a) Break in Service  
Shall occur when you are out of Covered Employment for 156 consecutive calendar weeks (approximately 3 years). Effective for reciprocal benefits on or after January 1, 2003, no Break in Service will occur assuming weeks of Covered Employment with a Related Plan for which contributions were required to be made. For purposes of determining a Break in Service for Reciprocal Pensions, the following periods shall be considered to be a period of employment:
  - (i) Periods of time you have earned Related Service Credit, and
  - (ii) Period of time in the military service of the United States so long as you would have re-employment rights with your former employer.

- b) Pension Amount  
Shall be determined as a proportion of the amount of Pension that you would be entitled to from this Plan if all of your Combined Service Credit or Combined Vesting Credits or, if applicable, Combined Contributory Service Credits were taken into account.
- c) Beneficiaries  
Will be eligible for a proportionate Death Benefit in the event of your death within five years of your retirement.

**4. How is my Reciprocal Pension calculated?**

The amount of your Reciprocal Pension will be determined by the following formula:

$$\frac{\text{Years of Pension Credits in this Plan}}{\text{Total Years of Combined Service}} \times \text{Full Pension Amount}^* = \text{Your Monthly Pension}$$

\*The Full Pension Amount in the foregoing formula is the amount of Pension that you would have received from this Plan if all of your Pension Credits or Contributory Pension Credits were with this Plan.

If you have a spouse at the time of your retirement on a Reciprocal Pension, the amount of your Reciprocal Pension will be paid in the form of a Joint and Survivor Pension unless you and your spouse elect otherwise (see Joint and Survivor Pensions, page 19).

**Example:**

Assume you retire at age 60 with Contributory Pension Credits in three Related Plans.

<b>Plan</b>	<b>Period of Covered Employment</b>	<b>Contributory Pension Credits</b>
Plan A	1-1-1986 to 1-1-1993	7 years
Plan B	1-1-1993 to 1-1-1999	6 years
Local No. 710	1-1-1999 to 1-1-2009	<u>10 years</u>
Total years of Combined Service Credit		23 years

Assuming all Combined Service Credit is treated as Service Credit under this Plan, you would be entitled to a Twenty Year Contributory Pension of \$1,375.00. Therefore, your Reciprocal Pension is \$597.83, calculated as follows:

$$10/23 \times \$1,375.00 = \$597.83$$

**5. What Pension Plans are considered Related Pension Plans for purposes of determining eligibility and calculating a Reciprocal Pension?**

As a result of agreements between your Trustees and the Trustees of the Funds listed below, you may be entitled to Reciprocal Pensions from this Plan and any one of the following plans.

**Central States, Southeast, Southwest Areas Pension Plan**

Locals No. 5, 7, 17, 19, 20, 22, 24, 26, 28, 34, 40, 41, 43, 47, 50, 51, 52, 54, 56, 61, 81, 67, 71, 75, 79, 86, 89, 90, 92, 95, 97, 100, 104, 105, 113, 114, 116, 120, 122, 123, 129, 133, 135, 142, 144, 147, 159, 160, 164, 171, 175, 179, 190, 193, 200, 207, 214, 215, 217, 218, 221, 222, 229, 236, 238, 243, 244, 245, 247, 251, 261, 270, 279, 283, 284, 285, 289, 293, 294, 295, 298, 299, 301, 307, 312, 320, 325, 327, 328, 332, 335, 336, 337, 339, 344, 346, 347, 348, 355, 359, 361, 364, 365, 367, 371, 372, 373, 376, 377, 385, 387, 388, 390, 391, 392, 402, 406, 407, 413, 414, 415, 416, 421, 422, 423, 428, 430, 435, 436, 444, 445, 449, 455, 460, 462, 469, 470, 471, 473, 480, 483, 486, 487, 492, 493, 497, 498, 503, 504, 505, 507, 509, 510, 512, 515, 516, 519, 523, 525, 528, 534, 541, 543, 544, 549, 552, 554, 560, 563, 568, 571, 574, 575, 577, 579, 580, 581, 600, 603, 604, 610, 612, 614, 617, 618, 627, 637, 638, 641, 650, 651, 654, 657, 661, 662, 667, 673, 677, 682, 688, 693, 695, 696, 697, 701, 703, 706, 714, 716, 722, 723, 725, 726, 727, 728, 738, 743, 744, 745, 747, 749, 754, 767, 769, 773, 776, 777, 778, 781, 783, 792, 795, 810, 822, 823, 828, 833, 836, 838, 841, 844, 851, 864, 866, 878, 886, 891, 892, 901, 908, 916, 917, 919, 920, 941, 955, 957, 961, 964, 968, 969, 970, 974, 975, 984, 988, 991, 992, 997, 1038, 1110, 1111, 1145, 1196, 1717, 2747.

**Joint Council No. 25 Reciprocal Agreement**

Locals No. 142, 179, 301, 325, 330, 423, 673, 703, 705, 706, 710, 714, 726, 727, 731, 734, 738, 743, 744, 754, 777, 781, and 786.

**Western Conference of Teamsters Pension Plan**

Locals No. 12, 14, 36, 38, 44, 58, 70, 78, 83, 87, 88, 93, 94, 96, 104, 109, 117, 130, 137, 148, 150, 154, 165, 166, 174, 186, 196, 203, 208, 209, 216, 224, 226, 227, 231, 235, 241, 252, 256, 262, 265, 274, 276, 278, 280, 287, 291, 296, 302, 304, 306, 309, 313, 315, 334, 342, 350, 353, 357, 378, 381, 386, 389, 396, 399, 411, 420, 431, 432, 439, 440, 441, 451, 461, 467, 468, 472, 481, 484, 490, 492, 495, 517, 524, 533, 542, 547, 551, 556, 566, 567, 572, 576, 578, 582, 588, 589, 595, 598, 599, 601, 606, 616, 624, 626, 629, 630, 631, 640, 655, 665, 668, 672, 678, 679, 683, 684, 690, 692, 698, 699, 737, 741, 746, 748, 750, 760, 763, 768, 788, 839, 848, 849, 853, 856, 857, 860, 865, 882, 890, 893, 896, 898, 910, 912, 923, 928, 941, 942, 951, 952, 959, 960, 980, 982, 996.

**Western Pennsylvania Teamsters and Employers Pension Fund**

Locals No. 30, 72, 110, 205, 211, 249, 250, 261, 273, 397, 453, 538, 564, 585, 635, 636, 872, 926, 944, 963.

Local 142 Gary, Indiana-General Drivers, Warehousemen and Helpers Pension Plan

Chicago Area I. B. of T. Pension Plan

Local 744, Beer Industry Pension Plan

Chicago Truck Drivers (Independent) Pension Plan

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

Locals No. 22, 25, 27, 29, 30, 33, 42, 49, 52, 59, 64, 65, 71A, 71, 72, 82, 107, 110, 118, 122, 142, 145, 161, 170, 171, 175, 182, 191, 194, 205, 210, 211, 229, 232, 249, 250, 251, 261, 273, 277, 282, 294, 295, 311, 312, 316, 317, 322, 326, 331, 340, 341, 364, 375, 379, 384, 397, 398, 401, 404, 408, 429, 430, 437, 443, 449, 453, 455, 469, 470, 485, 491, 493, 494, 500, 504, 505, 506, 513, 526, 529, 536, 538, 539, 544, 550, 557, 559, 560, 564, 570, 585, 592, 596, 597, 617, 628, 633, 635, 636, 639, 641, 648, 649, 653, 660, 669, 671, 676, 677, 686, 687, 693, 707, 710, 735, 764, 765, 771, 773, 776, 789, 791, 802, 804, 805, 807, 810, 813, 816, 822, 829, 841, 852, 868, 872, 876, 917, 922, 926, 929, 944, 963, 992, 1034, 1205.

## **SURVIVOR AND DEATH BENEFITS**

### **PRE-RETIREMENT 50% SURVIVOR PENSION**

#### **Eligibility:**

A Pre-Retirement 50% Survivor Pension will be paid to your spouse if you meet the following requirements:

1. You were married to your spouse for at least one year at the time of your death; and
2. You died in or out of Covered Employment when you were eligible to retire on any pension payable under the Plan; or
3. You died in or out of Covered Employment after August 22, 1984 when you were eligible to receive a Vested Pension which would have been payable at some time in the future.

#### **Form of Payment and Amount:**

The amount of benefits payable to your spouse under a Pre-Retirement 50% Survivor Pension will be 50% of the amount of reduced Pension that would have been payable to you if you had retired on a 50% Joint and Survivor Pension on the day immediately preceding the date of your death or, if later, the date when you would have been eligible for the immediate payment of a pension.

If at the time of your death you were not eligible for immediate payment of a pension, payments to your surviving spouse will begin at the earliest time at which you would have been eligible for immediate payment.

**Example:**

Assume you die while in Covered Employment at age 45 with 10 Pension Credits; hence, you were eligible for a Vested Pension to begin at age 65. Your surviving spouse would not be eligible for a Pre-Retirement 50% Survivor Pension until the month following the month you would have attained age 65.

However, if the present value of the survivor's benefit is less than \$5,000.00, a lump sum payment equal to the present value may be made in lieu of the survivor's benefit, if you so elect.

If your spouse does not wish to receive this Pre-Retirement 50% Survivor Pension benefit, any other survivor benefit provided by the Plan may be selected, provided your spouse meets the eligibility requirements for that particular benefit.

**Example:**

Assume a 58 year old Participant dies while in Covered Employment at a time when he was eligible for a Twenty-Five and Out Pension of \$2,800.00 a month. The Participant's spouse, age 60, is eligible for the Pre-Retirement 50% Survivor Pension. If the Participant had retired on the day before his death, his Twenty-Five and Out Pension of \$2,800.00 would have been paid in the form of a 50% Joint and Survivor Pension.

From TABLE I (in effect on and after February 1, 2008) on pages 19-20 the reduced pension factor for a Participant whose nearest age is 58 with a spouse whose nearest age is 2 years older is 93.87%.

Therefore, the surviving spouse will receive 50% of the amount the Participant would have received as a 50% Joint and Survivor Pension which is \$1,314.18 ( $\$2,800.00 \times .9387 \times 50\%$ ).

The surviving spouse would have the option of:

1. Receiving the Pre-Retirement 50% Survivor Pension of \$1,314.18 a month for life; or
2. If eligible, receiving the Survivor Benefit after Regular Retirement Age of \$2,800.00 a month for 60 months. If the spouse were to die or remarry before the end of the 60 months then payments would stop, unless there are dependent children under the age of 18 (or 23, if they are attending an accredited school on a full time basis).

**Example:**

Assume a Participant terminates Covered Employment at age 48 and is eligible for a Vested Pension of \$1,338.00 to begin upon attainment of age 65. The Participant dies at age 50 and has a spouse (3 years younger) to whom he has been married to for more than a year. At age 65, he would have been entitled to a Vested Pension, payable as a 50% Joint and Survivor Pension. From TABLE I, on pages 19-20, the reduced pension factor for a Participant whose nearest age is 65 with a spouse whose nearest age is 3 years younger is .8900. Therefore, at age 65 the Participant would have been eligible to receive \$1,190.82 ( $\$1,338.00 \times .8900$ ). Therefore, his surviving spouse will be eligible for a monthly pension of \$595.41 ( $\$1,190.82 \times 50\%$ ) to begin in the month following the month the Participant would have attained age 65.

Note: In lieu of the monthly amount of \$595.41, if the lump sum present value of \$595.41 is less than \$5,000.00, the lump sum may be payable immediately, if you so elect.

**SURVIVOR BENEFITS**

There are several types of Survivor Benefits, as follows:

1. Survivor Benefit for death in Covered Employment prior to Regular Retirement Age (age 57 or, if later, the date you become eligible for a Regular Pension).
2. Survivor Benefit for death in Covered Employment after Regular Retirement Age (age 57).
3. Survivor Benefit for death after retiring on a Normal Pension, a Regular Pension, a Twenty Year Pension, or a Twenty-Five and Out Pension.
4. Survivor Benefit for death after retiring on a Disability Pension.
5. 50% Survivor Pension for death in or out of Covered Employment.

**Only one of these benefits is payable.**

**SURVIVOR BENEFIT PRIOR TO REGULAR RETIREMENT AGE**

**Eligibility:**

If you die while in Covered Employment prior to your Regular Retirement Age, Survivor Benefits shall be paid to your survivor, if you meet all of the following service requirements:

- a) You have 15 years of Pension Credits in Local 710 Pension Fund and none of your years of Pension Credits are separated by a period in which you were out of Covered Employment for more than 156 consecutive calendar weeks. If you are out of Covered Employment for more than 156 weeks and then you return to Covered Employment for at least as long as you were out, this requirement will be satisfied. If you are out for more

than 260 weeks, you would only have to return for 260 weeks. For example, suppose you have 16 Pension Credits and leave Covered Employment for 7 years (364 weeks), then return to Covered Employment for 5½ years (286 weeks) you will have satisfied this requirement because you would return to work for at least 260 weeks;\

- b) You have 2 years of Pension Credits under a collective bargaining agreement; and
- c) Your Employer has paid 80 weeks of Contributions to the Fund on your behalf.

The Survivor Benefits shall be payable to your surviving spouse. If you do not have a surviving spouse or your spouse dies, Survivor Benefits will be paid to your surviving children. For your surviving children to qualify for a Survivor Benefit they must be under the age of 18, or under the age of 23 if they are attending an accredited school on a full time basis. If you do not have any survivors who meet these qualifications, no Survivor Benefit will be paid.

**Form of Payment:**

Your Survivor Benefit will be paid to your surviving spouse but not for more than 60 months. If your spouse predeceases you or if your spouse dies or remarries before the end of the 60 month period, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

**Amount:**

The monthly amount of Survivor Benefit is \$600.00.

**SURVIVOR BENEFIT AFTER REGULAR RETIREMENT AGE**

**Eligibility:**

If you die while in Covered Employment or if you retired on a Normal Pension, a Regular Pension, Twenty Year, or a Twenty-Five and Out Pension (and you and your spouse have elected not to take the Joint and Survivor Pension) a Survivor Benefit will be paid to your surviving spouse. This Survivor Benefit will be paid instead of the Death Benefit.

**Form of Payment:**

The Survivor Benefit will be paid for 60 months, if you have not retired. If you have already retired, the Survivor Benefit will be paid until a total of 60 benefit payments have been made to you or on your behalf.

**Amount:**

The amount of this Survivor Benefit is:

1. If you have already retired at the date of your death, the amount of monthly Pension you are receiving from the Fund; or



2. If you have not retired at the date of your death, the amount of monthly Pension that you would have received from the Fund had you retired on the day before you died.

If your surviving spouse dies or remarries before the balance of the 60 payments have been made, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

If your surviving spouse elects this Survivor Benefit, no other death benefit will be paid on your behalf.

**Example:**

A Participant age 58 dies while in Covered Employment on November 5, 2008, after Retirement Age. Suppose, as of November 4, 2008 (the day before his death), he was eligible to retire on a Twenty-Five and Out Pension of \$2,900.00.

His surviving spouse would be entitled to \$2,900.00 a month for 60 months. If she dies or remarries within that 60 month period, the remaining monthly payments will be divided equally among the participant's dependent children under 18 (or under age 23, if they are attending an accredited school on a full time basis).

Note: Since the surviving spouse is also eligible for the Pre-Retirement 50% Survivor Pension, she has the option of taking the Survivor Benefit of \$2,900.00 a month for 60 months (or, if earlier, until prior death or remarriage), or the Pre-Retirement 50% Survivor Pension payable for her lifetime. Assuming the spouse is 52 she would be entitled to a monthly amount of \$1,315.00 ( $\$2,900.00 \times .9069 \times 50\%$ ) payable as a Pre-Retirement 50% Survivor Pension for her lifetime.

## **SURVIVOR BENEFIT AFTER DISABILITY PENSION**

**Eligibility:**

If you are receiving a Disability Pension (and you and your spouse elect not to receive the Joint and Survivor Pension) and you die before you have received 60 monthly payments, a Survivor Benefit will be payable to your surviving spouse. The amount of this Survivor Benefit will be the same amount as was being paid to you and will continue to be payable until a total of 60 monthly Disability Pension and Survivor Benefit payments have been made by the Fund to you or on your behalf.

If your surviving spouse dies or remarries before the balance of the 60 payments have been made, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

**Example:**

Suppose you start receiving a Disability Pension of \$600.00 a month as of July 1, 2005, and you die September 22, 2007. At the time of your death you would have received 27 payments of \$600.00. Your surviving spouse would receive 33 (60-27) payments of \$600.00 a month and would receive the last payment June 1, 2010. However, if your spouse dies or remarries before June 1, 2010, the \$600.00 monthly payments to your spouse would stop. If you have no dependent children, no other payments would be made. If you have eligible dependent children, they would receive the monthly payments of \$600.00 divided equally from the time that benefit payments to your spouse ceased until the earlier of: their attainment of age 18 (or 23, if they are attending an accredited school on a full time basis) or June 1, 2010.

**DEATH BENEFITS - Before Retirement**

There are two lump sum death benefits but only one is payable.

**A. \$15,000.00 Lump Sum Death Benefit**

**Eligibility:**

If you die while in Covered Employment with 10 or more years of Contributory Pension Credits, a Death Benefit will be paid in the following order:

1. Your surviving spouse;
2. Your children;
3. Your parents; or
4. Your brothers and sisters.

If there is more than one survivor, equal shares will be paid. If there are no survivors, the Trustees may pay your funeral expenses, with the balance paid to your estate.

**Amount:**

The amount is \$15,000.00.

In addition to the Death Benefit, your spouse may be eligible for a Survivor Benefit or a Pre-Retirement 50% Survivor Pension.

**B. Maximum Death Benefit of \$2,000.00**

**Eligibility:**

If you die while you are in Covered Employment, a Death Benefit will be paid if you meet all of the following requirements:

- a) You have 10 or more years of Pension Credits in Local 710 Pension Fund and none of your years of Pension Credits are separated by a period in which you were out of Covered Employment for more than 156

consecutive calendar weeks. If you are out of Covered Employment for more than 156 weeks and then you return to Covered Employment for at least as long as you were out, this requirement will be satisfied. If you are out for more than 260 weeks, you would only have to return for 260 weeks. For example, suppose you have 16 Pension Credits and leave Covered Employment for 7 years (364 weeks), then return to Covered Employment for 5-1/2 years (286 weeks) you will have satisfied this requirement because you would return to work for at least 260 weeks;

- b) You have 2 or more years of Pension Credits under a collective bargaining agreement; and
- c) Your Employer has paid at least 40 weeks of Contributions to the Fund on your behalf.

Your Death Benefit will be paid in the following order:

- 1. Your surviving spouse;
- 2. Your children;
- 3. Your parents; or
- 4. Your brothers and sisters.

If there is more than one survivor, equal shares will be paid. If there are no survivors, the Trustees may pay your funeral expenses, with the balance paid to your estate.

**Amount:**

The amount of your Death Benefit is determined by the number of weeks of Employer Contributions made on your behalf. In determining the number of weeks of Employer Contributions, the Trustees will use the later of the Effective Date or the date that you last lost Pension Credits.

The amount of your Death Benefit will be determined by the sum of the following:

\$2.50 multiplied by the number of weeks of Employer Contributions

**The maximum amount of your Death Benefit cannot exceed \$2,000.00.**

In addition to the Death Benefit, your spouse may be eligible for a Survivor Benefit or a Pre-Retirement 50% Survivor Pension. However, your spouse may choose only one of the benefits to which he or she is entitled (that is, the Death Benefit, Survivor Benefit or Pre-Retirement 50% Survivor Pension).

## **DEATH BENEFITS - After Retirement**

There are two types of Death Benefits payable after you retire, as follows:

1. Death Benefit for death within 5 years after retiring on a Normal Pension, Regular Pension, Twenty Year Pension, Twenty-Five and Out Pension, Early Retirement Pension, or a Disability Pension and leaves no surviving spouse.
2. Death Benefit for death after retiring at age 57 or more with 20 or more Pension Credits, or prior to age 57 with 25 or more Contributory Pension Credits.

**Only one of these benefits is payable.**

### **DEATH BENEFIT WITHIN 5 YEARS OF RETIREMENT**

#### **Eligibility:**

If you die within 5 years following the date of your retirement, on a Normal Pension, Regular Pension, Twenty Year Pension, Twenty-Five and Out Pension, Early Retirement Pension, Disability Pension, or a Reciprocal Pension, a Death Benefit may be payable to your beneficiary if you do not have a surviving spouse.

IF YOU DO HAVE A SURVIVING SPOUSE, THE DEATH BENEFIT FOR PENSIONERS WILL NOT BE PAID. This is because your surviving spouse may be entitled to a Survivor Benefit or a Joint and Survivor Pension.

#### **Form of Payment:**

If you have not designated a beneficiary to receive this benefit, it will be paid in the following order:

1. Your children;
2. Your parents; or
3. Your brothers and sisters.

If you have more than one survivor in the class to which payment is being made, the payment will be distributed in equal shares to all survivors within such class.

If you do not have any survivors in any of the named classes and none of the named beneficiaries survive you, the Trustees may use the amount of your Death Benefit to meet your funeral expenses.

**Amount:** The amount of this death benefit is a lump sum death benefit of \$1,000.00.

## **\$3,000.00 DEATH BENEFIT**

### **Eligibility:**

If you die after retiring at age 57 or more with 20 or more Pension Credits, or prior to age 57 with 25 or more Contributory Pension Credits, a Death Benefit may be payable to your beneficiary.

### **Form of Payment:**

If you have not designated a beneficiary to receive this benefit, it will be paid in the following order:

1. Your surviving spouse;
2. Your dependent children;
3. Your non-dependent children;
4. Your parents; or
5. Your brothers and sisters.

If you have more than one survivor in the class to which payment is being made, the payment will be distributed in equal shares to all survivors within such class. If you do not have any survivors in any of the named classes, the Trustees will pay the death benefit to your estate.

**Amount:** The amount of this death benefit is a lump sum death benefit of \$3,000.00.

## **DEATH OF YOUR SPOUSE**

If you retire on a Normal Pension, Regular Pension, Twenty Year Pension, Twenty-Five and Out Pension, Early Retirement Pension, a Disability Pension or a Reciprocal Pension, and your spouse dies within 5 years of the date of your retirement, then the Trustees will pay you a Spouse Death Benefit of \$500.00.

**NOTE:** The Death Benefit for your spouse does not apply if you retire with a Vested Pension.

## **DEATH WHILE IN THE MILITARY**

If you die while performing qualified military service (which is defined in Section 414(u) of the Internal Revenue Code), your survivors will be entitled to any additional benefits (other than benefit accruals relating to qualified military service) provided under the Plan had you resumed and then terminated Covered Employment on account of death. This rule is effective for deaths occurring on and after January 1, 2007.

## APPLICATION FOR BENEFITS AND BENEFIT PAYMENTS

Application forms and instructions may be secured from the Fund Office. You can visit the Fund Office or you can request application forms by mail. By visiting the Fund Office, you will be able to complete the forms there with the assistance of Fund employees and therefore have all of your questions about the forms fully answered.

In order to prove that you are entitled to a pension, you must submit all information required by the Trustees in advance of the date you wish payments of your benefits to commence.

Pensioners will be required to authorize direct deposit of their benefits. This means instead of mailing your pension check to you, it will automatically be deposited into your checking or savings account each month. Therefore, you will be required to have a checking or savings account.

**1. Will I be required to furnish proof of my age?**

Yes. Proof of age, such as a birth certificate, will be required. Also, you will be required to provide the birth certificate for your spouse and your marriage certificate and if divorced, a copy of your divorce decree. All copies must be certified.

**2. Who makes the decisions concerning a Pension application?**

As on all matters, the Board of Trustees makes the final decision concerning all Pension applications.

**3. When should I apply for my Pension?**

You should apply for your Pension at least 60 days prior to the month that you want payments to begin. This will allow sufficient time of the Fund Office and the Board of Trustees to process and approve your application and reduce the chances of any delay in your first payment. If you are applying for a reciprocal pension, you should apply at least 120 days prior to the month that you want payments to begin, and you must also apply to all other reciprocal plans.

**4. When will my Pension payments begin?**

Your Pension payments will begin on the first day of the month following approval of your application by the Board of Trustees.

**Example 1:**

Suppose you expect to retire from Covered Employment on October 15, 2008. You should make application for your Pension by the end of August 2008 so that you can receive your first payment on November 1, 2008.

Payment of benefits shall include the value of pension payments for any months for which a Pension is due and payable. A Participant whose application is filed after Normal Retirement Age shall be entitled to the value of pension payments due for any months prior to the later of:

- (a) The Participant reached Normal retirement Age, or
- (b) The date the Participant retired.

A Participant's benefit shall not be paid retroactively but the value of any retroactive payment to which the Participant would otherwise be entitled shall be added to the Participant's pension through an actuarial increase.

**Example 2:**

Suppose you terminated Covered Employment November 30, 2007. At such time, assuming your date of birth to be September 13, 1950, you had attained age 57 and had accumulated 14 Years of Vesting Service based on the following service history:

Contributory Pension Credit earned:

January 1, 1994 to January 1, 1995	1
January 1, 1995 to January 1, 1996	1
January 1, 1996 to January 1, 1998	2
January 1, 1998 to January 1, 1999	1
January 1, 1999 to January 1, 2000	1
January 1, 2000 to November 30, 2007	<u>8</u>

Total Contributory Pension Credit earned: 14

Your Vested Pension, payable at age 65, is \$1,476.00 (\$75.00 + \$84.00 + \$186.00 + \$108.00 + \$111.00 + \$912.00), calculated as follows:

$$\begin{aligned}
 & \$75.00 \times 1 = \$75.00 \\
 & \quad \text{PLUS} \\
 & \$84.00 \times 1 = \$84.00 \\
 & \quad \text{PLUS} \\
 & \$93.00 \times 2 = \$186.00 \\
 & \quad \text{PLUS} \\
 & \$108.00 \times 1 = \$108.00 \\
 & \quad \text{PLUS} \\
 & \$111.00 \times 1 = \$111.00 \\
 & \quad \text{PLUS} \\
 & \$114.00 \times 8 = \$912.00
 \end{aligned}$$

Your Vested Pension should begin the first of the month following your attainment of age 65, October 1, 2015. However, you did not apply for your benefits until October 1, 2017, age 67. Since you were entitled to receive benefits from age 65, your benefit of \$1,476.00 will be adjusted to \$1,873.24, payable for your lifetime, in lieu of retroactive payments.

Pension payments must begin no later than April 1 of the Calendar Year following the Calendar Year in which you attain age 70½ regardless of whether you have retired from Covered Employment.

**5. When will my Pension payments end?**

Payments end on the first day of the month of your death except if a Joint and Survivor Pension is payable or if a Survivor Benefit is payable.

**Example:**

Suppose your Pension began on July 1, 2002 and you die on October 14, 2008. Your last Pension payment would have been October 1, 2008.

**6. What happens if I give wrong answers or misrepresentations on any Pension application?**

Before you submit your application to the Fund Office, check it over carefully. Any wrong answers or misrepresentations can cause you to lose or be denied your Pension Benefits. Any payments made because of wrong information or a misrepresentation can cause your Pension to be canceled or reduced and will permit the Trustees to recover all payments made in error, either directly from you or by reducing your future Pension Benefits.

**7. What is meant by "Retirement"?**

See page 3.

**8. What happens if I do not stay "Retired"?**

Your Pension will be suspended during such periods. You must notify the Board of Trustees in writing within 15 days of your employment or self-employment with the following information:

1. Your name and address;
2. Name and address of your employer;
3. The nature of your employer's business and the area he operates in; and
4. The number of hours per week you expect to work and the type of work you will be doing.

If you do not provide this information and the Trustees become aware of your employment for which benefits could be suspended, the Trustees will assume that you are working for at least 40 hours a month and will suspend your benefits.

When you do furnish enough information to establish that you are not working in such employment, any withheld payments will be paid with the next monthly pension payment.

If your pension payments are going to be suspended, you will be notified. The notice will contain a description of the specific reasons why your benefits are being suspended, a general description of the plan provisions



relating to the suspension of benefits, and a copy of the provision and the applicable Department of Labor Regulations.

**9. When will my Pension begin again after it has been suspended?**

If you do return to work and your benefits are suspended, you must file another application for benefits when you retire again. When you again retire (and have filed an application), payments will begin no later than 3 months after the month you retire or, if you continue to work, the month in which you work less than 40 hours per month. You may be entitled to increases in your Pension if you reentered Covered Employment. (See pages 40-41 for explanation.)

Any benefits that were paid which should not have been paid because you were working will be recovered by making deductions from your future benefit payments. These deductions will be as follows:

1. If you have not reached your Normal Retirement Age (i.e., 65), up to 100% of each month's Pension payment will be deducted until the overpayments have been recovered.
2. If you have reached your Normal Retirement Age, up to 100% of the first Pension payment and up to 25% thereafter will be deducted until the overpayments have been recovered.

If you die before these overpayments have been collected, these deductions will continue to be made from any benefits that remain to be paid to your spouse or beneficiary.

**10. How will the Fund know where to send my correspondence, after retirement, if I move?**

It is important that any change in address that occurs be immediately reported to the Fund Office. Your current address is needed to send income tax information and other important correspondence concerning your benefits from the Pension Fund.

It is also important to keep the Fund Office informed of your current address because annually, upon request of the Trustees, a sworn statement of your existence and that you have not obtained employment in the industry must be submitted. If, within 60 days of the request, you do not submit such statement, all future Pension payments will be suspended. Any delayed payments will be paid to the Pensioner upon submittal and approval of the statement by the Trustees. Delayed payments will not include any interest.

**11. Can I pledge, assign or borrow against my Pension?**

No. Unless the Trustees decided that you are unable to care for your own affairs because of incapacity, or illness, or accident, all Pension payments must be made directly to you.

## RETURN TO COVERED EMPLOYMENT PRIOR TO RECEIVING ANY PENSION PAYMENTS

If you leave Covered Employment after becoming entitled to a Pension and return to Covered Employment prior to receiving any Pension payments (except Disability Pension Payments) the benefit you will be entitled to will be determined in one of the following ways depending on how many weeks you were out of Covered Employment and how many weeks you return to Covered Employment.

**A. Return within 156 weeks of termination or upon return, work for as many weeks as you were out.**

If you return within 156 consecutive calendar weeks of your termination, or if you are out for more than 156 weeks, but you return and work at least as many weeks as you were out, then upon your retirement or death you or your survivor will be entitled to any Pension, Death Benefit or Survivor Benefit that you may be eligible for based on your Combined Pension Credits. Your Combined Pension Credits are the sum of the Pension Credits you earned before your termination from Covered Employment plus the Pension Credits earned after your return to Covered Employment.

**Example:**

Assume you terminate from Covered Employment on October 31, 2006 and your date of birth is October 25, 1957. You have attained age 49 and have been credited with 11 Years of Vesting Service and the following service history:

Contributory Pension Credit earned:

January 1, 1996 to January 1, 1998	2
January 1, 1998 to January 1, 1999	1
January 1, 1999 to January 1, 2000	1
January 1, 2000 to October 31, 2006	<u>7</u>
Total Contributory Pension Credit earned:	11

The Vested Pension is \$1,203.00 (\$186.00 + \$108.00 + \$111.00 + \$798.00), payable at age 65, November 1, 2022, calculated as follows:

$$\begin{aligned} & \$93.00 \times 2 = \$186.00 \\ & \quad \text{PLUS} \\ & \$108.00 \times 1 = \$108.00 \\ & \quad \text{PLUS} \\ & \$111.00 \times 1 = \$111.00 \\ & \quad \text{PLUS} \\ & \$114.00 \times 7 = \$798.00 \end{aligned}$$

Suppose you return to Covered Employment on March 3, 2008, and earn 9 more Pension Credits when you retire at age 60 on October 15, 2017. Since you returned to Covered Employment within 156 consecutive calendar weeks of your original termination on October 31, 2006, you

would be entitled to the benefit based on your age 60 with your Combined Contributory Pension Credits 20 (11 + 9). Therefore, you would be entitled to a Twenty Year Pension of \$1,375.00 payable monthly effective November 1, 2017. Note: there is no reduction on this form of benefit even though it is paid 9 years prior to your Normal Retirement Date.

**B. Return after 156 weeks of your termination or do not return for at least as many weeks as you were out.**

If you leave Covered Employment after becoming entitled to a Pension and return to Covered Employment prior to receiving any Pension payments (except Disability Pension Payments) and after 156 consecutive calendar weeks or more from your termination or if you do not return for at least as many weeks as you were out, then you will be entitled to either:

1. Any Pension, Death Benefit or Survivor Benefit that you may be entitled to based on your Pension Credits earned after your return to Covered Employment, or
2. If you do not earn enough Pension Credits after re-employment to qualify for any Pension in (1) above, the amount of your original pension will be increased. The amount of the increase will be your Accrued Pension (see Vested Pension page 12) based on the number of Pension Credits earned after your reemployment. The total Pension payable shall not exceed the Normal Pension in effect when you retire or terminate from Covered Employment. Also, you will not be entitled to any Death Benefits or Survivor Benefits after you retire unless you earn enough Pension Credits after your return to work to satisfy the eligibility requirements for such benefits.

**Example:**

Assume you terminate from Covered Employment on October 31, 2006, at age 49 with 11 Years of Vesting Service, 11 Pension Credits, and you are entitled to a Vested Pension is \$1,203.00, payable at age 65, Normal Retirement Date (see prior example).

Suppose you return to Covered Employment on December 1, 2011, and work until August 15, 2015 after earning 3.75 Pension Credits. Since you did not return to Covered Employment within 156 consecutive calendar weeks (the period from October 31, 2006 to December 1, 2011, is 264 weeks) and you did not return for at least 260 weeks (the period from December 1, 2011 to August 15, 2015 is 193 weeks, you would be entitled to an increase in your original Vested Pension. The amount of the increase is \$427.50, calculated as follows:

$$\$114.00 \times 3.75 = \$427.50$$

Your total amount of Vested Pension payable at Normal Retirement Age, November 1, 2022 would be \$1,630.50 (\$1,203.00 + \$427.50), calculated as follows:

Original Vested Pension	\$1,203.00
Increase in Original Vested Pension	<u>\$427.50</u>
Total Vested Pension	\$1,630.50

### **RETURN TO COVERED EMPLOYMENT AFTER RECEIVING PENSION PAYMENTS**

If you retire and start receiving pension payments (other than a Disability Pension) and then return to Covered Employment, your Pension will be suspended. When you again retire you will be entitled to one of the following based on the type of Pension you were originally on receipt of, as follows:

#### **PREVIOUSLY ON RECEIPT OF A TWENTY YEAR, TWENTY-FIVE AND OUT, NORMAL, REGULAR, OR RECIPROCAL PENSION**

- A. When you again retire you will receive the following Pension:  
The original amount of Pension that you were receiving.

**PLUS**

Any increases that are granted to Pensioners during the time that your Pension was suspended (if any).

**PLUS**

The Accrued Pension that you earn based on the Pension Credit earned after your re-employment, but reduced if payments commence prior to your Normal Retirement Date.

The total Pension you are then entitled to is subject to the limitation that it may not exceed the largest amount of any Pension in effect at such subsequent termination from employment based on your attained age at such time.

**Example:**

Suppose you retire on June 30, 2006, at age 63 with 27 Contributory Pension Credits. You would receive a Twenty-Five and Out Pension of \$3,000.00 effective July 1, 2006. You then return to Covered Employment on March 1, 2007, and your benefit is suspended until your next termination. Suppose you retire on September 15, 2008, at age 65 after earning 2 additional Pension Credits, you will be entitled to a Pension of \$3,200.00, determined as the sum of the original amount of Pension plus the Accrued Pension of \$228.00 ( $\$114.00 \times 2$ ) earned after your re-employment, this amount may not exceed the amount of any Pension, based on your age and service, in effect at the time of subsequent termination. In this example, the limit is \$3,200.00, determined in accordance with page 8.

- B. You will be entitled to any Twenty Year, Twenty-Five and Out, Normal, Regular or Reciprocal Pension that you may be eligible for based on your Combined Pension Credits, if you meet the following conditions:
- a) Return to Covered Employment prior to receiving 36 or more Pension payments;
  - b) Return to Covered Employment for a period of time such that the Fund receives 8 weeks of Employer Contributions for each month you received a Pension; and
  - c) Retire after August 1, 1985.

**Example:**

Suppose you terminate on May 15, 2008 at age 60 with 28 Contributory Pension Credits. Effective June 1, 2008, you were entitled to a Twenty-Five and Out Pension of \$3,100.00. Assume you then return to Covered Employment on March 1, 2010, and work continuously through November 20, 2014 after earning 5 additional Contributory Pension Credits and attaining age 66.

Since you returned to work prior to receiving 36 Pension payments, the Fund received 8 weeks of Employer Contributions for each of the 21 months you received Pension payments and retired after August 1, 1985 you shall receive any Pension that you may be entitled to based on your combined Contributory Pension Credits. Your combined Contributory Pension Credits are 33 (28 + 5) and you attained age 66; therefore, you are eligible for a Twenty-Five and Out Pension of \$3,600.00 a month effective December 1, 2014.

## **PARTICIPATION**

The following employees are eligible to participate in the Pension Plan:

1. Employees whose work is covered by a Collective Bargaining Agreement with Local Union No 710, I. B. of T. requiring Employer Contributions to be paid to the Pension Fund.
2. Employees not covered by a collective bargaining agreement may also be covered by the Fund if their Employer has entered into a Participation agreement with the Board of Trustees and agrees to be bound by the rules established by the Board of Trustees. Any Employee covered as a result of these participation agreements, however, must be on the Employer's payroll for 30 days before contributions are required.
3. Employees who work for Local Union No. 710, I. B. of T.
4. Employees of the Pension Fund.
5. Employees of I. B. of T. Union Local No. 710 Health and Welfare Fund.

**REMEMBER: IN ORDER TO QUALIFY FOR ANY BENEFIT FROM THIS PLAN YOU MUST BECOME A PARTICIPANT. HOWEVER, YOU WILL NOT RECEIVE ANY BENEFIT FROM THIS PLAN UNLESS YOU MEET ALL ELIGIBILITY REQUIREMENTS FOR THAT BENEFIT.**

An Employee will become a Participant in the Plan after satisfying certain requirements. Below are questions and answers which will explain how and when you will become a Participant in the Plan.

**1. What is the requirement for becoming a Participant and when do I become a Participant?**

There are two ways of becoming a Participant. You will become a Participant on the earliest January 1 or July 1 following:

- a) Any 12 consecutive month period during which you complete at least 22 weeks of work, or
- b) Any 12 consecutive month period during which you complete at least 1000 Hours of Work

in Covered Employment for which contributions were required to be made to the Fund.

The reason for the two different methods is that the Fund Office only keeps records on the weeks of contributions paid to the Fund on your behalf and not the Hours of Work that you perform. However, you may present records that show your Hours of Work and also any continuous non-covered employment with your Employer. The Trustees will then determine the earliest date that you could become a Participant.

**2. What is an Hour of Work?**

An Hour of Work is each hour that you are paid for duties performed for your Employer, and also any back pay which is awarded you or agreed to by your Employer, also any hours that you don't actually work but are paid for (vacation, sickness, holidays, etc.) up to a maximum of 501 hours.

**NOTE:** Any Hours of Work in non-covered employment, which are continuous (not separated by a quit or discharge) with your Covered Employment, will be considered in determining when you will become a Participant.

**3. When will I no longer be considered a Participant?**

Your participation in the Plan will end on December 31 of any calendar year in which you incur a One-Year Break in Service (see page 50 for definition of One-Year Break in Service). This rule only applies to those

participants who terminate Covered Employment and are not eligible for any type of Pension.

Those who do terminate and are eligible for any Pension (including a Vested Pension) will always be considered a Participant.

**Example:**

Suppose you are a Participant in the Plan and have the following weeks of contributions:

Calendar Year	Number of Weekly Contributions
2005	52
2006	52
2007	13
2008	0
2009	0

Since you terminated Covered Employment on March 31, 2007, and are not eligible for any Pension under the Plan, you would no longer be a Participant on December 31, 2008, since 2008 is the calendar year that you did not complete 11 weeks of Covered Employment.

**4. If I lose my Participation in the Plan how and when do I again become a Participant?**

You will again become a Participant in the Plan if you again satisfy one of the two participation requirements.

**YEARS OF VESTING SERVICE**

Below are some questions and answers which will explain what Vesting Service is and how you receive it.

**1. What is the importance of "Years of Vesting Service"?**

Your number of Years of Vesting Service determines whether or not you are entitled to a Vested Pension (see page 12 for explanation of Vested Pension).

**2. How do I receive a Year of Vesting Service?**

Vesting Service depends on how many weekly contributions are made to the Fund on your behalf in a Calendar Year. You receive Vesting Service on the following basis:

No. of Weekly Contributions during Calendar Year	Vesting Service
Less than 22	No credit
22 or more	1 year

If you were employed prior to February 1, 1976, your Years of Vesting Service, as of February 1, 1976, would include any credited service that you accumulated under the Plan rules in effect on January 31, 1976.

**Example:**

Suppose you entered Covered Employment on October 25, 2004, and have the following weeks in Covered Employment:

Calendar Year	Number of Weekly Contributions	Years of Vesting Service
2004	9	0
2005	52	1
2006	52	1
2007	52	1
2008	23	1
Totals		4

**3. How many "Years of Vesting Service" do I need in order to get a Vested Pension?**

If you terminate prior to Normal Retirement Age, and are not eligible to receive any other form of Pension, you will be entitled to a Vested Pension upon achieving Vested Status.

You will achieve Vested Status if you have at least 10 years of Vesting Service or at least 5 years of Vesting Service if you work one or more hours in Covered Employment after January 31, 1999.

If you terminate on or after attainment of Normal Retirement Age, and are not eligible for any other form of Pension, you shall be entitled to a Vested Pension.

NOTE: Years of Vesting Service only determine your eligibility for a Vested Pension and not the amount of your Vested Pension.

**4. Is there any other way that I can receive a Year of Vesting Service?**

Yes. If you earn at least 1000 Hours of Work during a Calendar Year you will receive 1 Year of Vesting Service. Also, any Hours of Work for a contributing Employer in a job not covered under this Plan, which is continuous (not separated by a quit or discharge) with your Covered Employment, will be counted towards your Years of Vesting Service. See page 42 Question No. 2 for the definition of Hour of Work.

You are also entitled to Vesting Service if you take a leave of absence from a Contributing Employer which constitutes leave under the Family and Medical Leave Act. Also to the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994, a Participant's weeks of military service shall be counted toward Vesting Service.



**Example:**

Suppose you started working for an Employer on April 1, 2005, and have the following work record:

Calendar Year	Period	Employment		Years of Vesting Service
		Non-Covered	Covered	
2005	April 1 to Oct. 31 Nov. 1 to Dec. 31	700 hours	9 weeks*	1
2006	Jan. 1 to Dec. 31		52 weeks*	1
2007	Jan. 1 to April 30 May 1 to Oct. 31	700 hours	17 weeks*	1
2008	Feb. 1 to Oct. 31	1,500 hours		0
Totals				3

\*1 week is equal to 45 Hours of Work.

In 2005 your non-covered employment is not separated by a quit with your Covered Employment and therefore counts toward your Vesting Service.

In 2005 your total Hours of Work is 1,105 hours (700 plus 405). Therefore, you receive one Year of Vesting Service.

In 2006 you receive one Year of Vesting Service because you have at least 22 weeks of contributions.

In 2007 your 17 weeks of Covered Employment is continuous with your non-covered employment. The 17 weeks or 765 hours is added to your 700 hours in non-covered employment. The total of 1,465 hours (765 + 700) is greater than 1,000 hours. Therefore, you receive one Year of Vesting Service.

In 2007 you also quit on October 31, 2007, and did not return to work until February 1, 2008, when you began working in non-covered employment. The 1,500 hours in 2008 do not count toward your Vesting Service because your non-covered employment is separated by a quit with your Covered Employment that ended on April 30, 2007.

**5. Does the Fund Office have records of my Hours of Work or my non-covered employment?**

No. The Fund Office does not receive information that enables it to keep records of your Hours of Work or your non-covered employment. The Fund Office only receives records on contributions made to the Plan which determine your Pension Credits. You will have to present records indicating your Hours of Work and also your non-covered employment. The Trustees will then determine the Years of Vesting Service that you are entitled to. See page 42 Question No. 2 for definition of Hour of Work.

**6. Can I ever lose my Vesting Service?**

Yes. If you incur a Break in Service before you have earned a right to a Pension, you lose all your Years of Vesting Service that you earned prior

to your Break in Service (see page 50 for explanation of Break in Service). Also, you lose all your Years of Vesting Service prior to January 1, 1971, unless you have earned at least 3 Years of Vesting Service after December 31, 1970.

## **PENSION CREDITS**

Below are some questions and answers which will explain what Pension Credits are and how you receive them.

**1. What are Pension Credits?**

Pension Credits are the total of your Past Pension Credits and Contributory Pension Credits.

**2. How are Pension Credits used?**

Pension Credits are used in determining the amount of Pension to which you may be entitled and also eligibility for Pensions.

**3. How do I receive Past Pension Credits?**

Past Pension Credits are granted to each Employee for whom a contribution has been made during the first two years after the earliest possible Effective Date of his Employer. Such granting of Past Pension Credits shall be for the period of time prior to such earliest possible Effective Date of your Employer during which you were in Covered Employment.

**4. Are there any limitations on the amount of Past Pension Credits I can receive?**

There are no limitations on the amount of Past Pension Credits you can be credited with, provided you have not had an interruption in Covered Employment of more than 156 consecutive calendar weeks prior to your Employer's Effective Date.

**5. What are Contributory Pension Credits?**

Contributory Pension Credits are credited service you receive as a result of contributions that your Employer makes on your behalf. Contributory Pension Credits are determined in accordance with the following tables:

<b>For Work in Covered Employment prior to January 1, 2007</b>	
<b>Weeks engaged in Covered Employment during Calendar Year</b>	<b>Contributory Pension Credits</b>
Less than 20 weeks	No credit
20 to 26 weeks	1/2 year
27 to 34 weeks	3/4 year
35 weeks or more	1 year

<b>For Work in Covered Employment on or after January 1, 2007</b>	
<b>Weeks engaged in Covered Employment during Calendar Year</b>	<b>Contributory Pension Credits</b>
Less than 20 weeks	No credit
20 to 23 weeks	4/10 year
24 to 27 weeks	5/10 year
28 to 31 weeks	6/10 year
32 to 35 weeks	7/10 year
36 to 39 weeks	8/10 year
40 to 44 weeks	9/10 year
45 weeks or more	1 year

To the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994, a Participant's weeks of military service shall be counted toward Pension Credit.

If you do not receive a year of Pension Credit in either the first or last year of your Covered Employment, then the two years will be added together and you will receive Pension Credit in accordance with the above crediting schedule.

**6. Can I ever lose Pension Credits?**

Yes. All Pension Credit earned prior to a Break in Service is forfeited unless you have earned a right to a Pension. (See the explanation in the Break in Service Section.)

**SELF-PAYMENTS FOR CONTRIBUTORY PENSION CREDITS**

Below are some questions and answers which will explain what self-payments are and how you receive them.

**1. Is there any other way I can receive Contributory Pension Credits?**

You can make self-payments to the Pension Fund, in lieu of an Employer Contribution, if:

- a) You are laid-off because your Employer goes out of business,
- b) You are laid-off and you maintain your classification status and position on the seniority list of your Employer; or
- c) You leave covered employment because you are totally and permanently disabled

And as long as you remain unemployed or are not self-employed in any business which is or could be under the jurisdiction of the Union.

If you work after August 1, 2009:

- a) under a collective bargaining agreement that provides for a temporary cessation of employer contributions for up to eighteen months; or
- b) for an employer who had been terminated from the Pension Plan by the Trustees.

You will be allowed to make self-payments at the rate determined by the Trustees from time to time.

If you are eligible to make self-payments, you can make self-payments only if:

- a) You need additional contributory pension credit to become eligible for a greater pension;
- b) You are within 52 weeks of an age requirement in order to become eligible for a greater benefit; or
- c) The plan is amended to provide greater benefits within 52 weeks of your termination from Covered Employment.

See question 2 below for the benefits you can make self-payments for.

You can only make these self-payments during the 156 week period following your termination from Covered Employment or the termination of your employer from the Pension Plan.

**2. Is there a limitation on the amount of Contributory Pension Credits I can receive from making self-payments to satisfy certain service requirements?**

Yes. You can only make self-payments to earn up to 3 Contributory Pension Credits in order to become eligible for a:

- Twenty-Five and Out Pension
- Twenty Year Pension
- Normal Pension
- Reciprocal pension with another pension plan that has the same pension benefits as above.

**3. What is the amount of the self-payment?**

The amount of the self-payment is equal to the Employer Contribution (including any increases) required under the Collective Bargaining Agreement.

**4. How many self-payments do I have to make?**

- a) If you are making self-payments because you need additional Contributory Pension Credit, it depends on the Contributory Pension Credit that you need, as follows:

If Payments begin on and after January 1, 2007			
Contributory Pension Credit needed	Number of Weekly Self-Payments	Contributory Pension Credit needed	Number of Weekly Self-Payments
.25	13	1.75	86
.40	20	1.80	88
.50	24	1.90	92
.60	28	2.00	97
.70	32	2.25	117
.75	34	2.40	124
.80	36	2.50	128
.90	40	2.60	132
1.00	45	2.70	136
1.25	65	2.75	138
1.40	72	2.80	140
1.50	76	2.90	144
1.60	80	3.00	149
1.70	84		

- b) If you are making self-payments because of an age requirement, the number of self-payments is equal to the number of full calendar weeks from the date of your termination from Covered Employment or the termination of your employer from the Pension Plan to the date of your next birthday.
- c) If you are making self-payments because of a plan amendment, the number of self-payments is equal to the number of full calendar weeks from the date of your termination from Covered Employment or the termination of your employer from the Pension Plan to the effective date of the plan amendment.

Note: Self-payments must start within 156 weeks of your termination from Covered Employment and must be completed within 156 weeks after payments begin.

**5. What is the procedure for making self-payments?**

You must apply in writing to the fund office in order to make self-payments. Self-payments must start within 156 weeks of your termination from Covered Employment and must be completed within 156 weeks after payments begin. NO LUMP SUM PAYMENTS may be made for prior periods or for future periods. If you start making self-payments and then

stop for some reason, you cannot make a lump sum payment later for the missed payments. It would just extend the period of time to make the self-payments, but not beyond the 156 period when you first started making self-payments.

**6. Is there any provision to provide for a refund of self-payments?**

Yes. If you have not met all requirements of self-payments you may provide the Trustees with a written request to receive any self-payments you may have made. Also, if you die prior to commencement of a Pension, your beneficiaries shall receive an amount equal to your total self-payments made with interest. If you should die after pension payments have commenced, your beneficiaries shall receive an amount equal to the amount by which your self-payments made with interest to the Fund exceeds the total of all benefits received by you or on your behalf

Any refund of self-payments shall be made with interest, compounded annually, from the end of the month each self-payment is made to the end of the month the last self-payment is made or, if later, the end of the month of your termination from Covered Employment.

### **BREAK IN SERVICE**

Below are some questions and answers which will explain what a Break in Service is and how it occurs.

**1. What happens if I suffer a Break in Service?**

You lose all your prior Pension Credits and all your prior Vesting Service.

**2. Why does the Plan have a Break in Service rule?**

The purpose of the Plan is to provide the highest possible pension to those Participants who work continuously in Covered Employment. If the Plan did not have the Break in Service rule, pensions would be lower for everyone.

**3. How many Break in Service rules are there?**

There are three Break in Service rules. The first rule applies to Covered Employment before January 1, 1976. The second rule is applied to Covered Employment after January 1, 1976 and before January 1, 1986. The third rule applies to Covered Employment after January 1, 1986.

**4. What is the Break in Service rule used before January 1, 1976?**

Before January 1, 1976, if you were out of Covered Employment for a period of 156 consecutive calendar weeks you suffered a Break in Service. However, if the reason you went through a 156 non-work period was because of military service, you will not suffer a Break in Service as long as you had re-employment rights with your former Employer in the event of a termination of such military service.

**Example:**

Suppose you have the following work record:

Calendar Year	Weeks in Covered Employment	Pension Credits	Break in Service
1969	17	0	
1970	52	1	
1971	33	½	
1972	0	0	
1973	0	0	
1974	9	0	xx
1975	52	1	

On August 31, 1971, you terminated Covered Employment and did not return until November 1, 1974. Because you were out of Covered Employment for over 156 weeks (September 1, 1971 to October 31, 1974) you suffered a Break in Service and forfeited all your Pension Credits (1-1/2 years).

**5. What is the Break in Service rule used after January 1, 1976 and before January 1, 1986?**

After January 1, 1976 and before January 1, 1986, you suffer a Break in Service if:

- a) At the time you terminated Covered Employment you are not entitled to any Pension under the Plan, and
- b) The number of consecutive One-Year Breaks in Service\* at least equals the number of Years of Vesting Service that you have earned.

\*A One-Year Break in Service occurs if during a Calendar Year you do not work for at least 11 weeks in Covered Employment or you do not complete at least 500 Hours of Work in Covered Employment.

**Example:**

Suppose you have the following work record:

Calendar Year	Weeks in Covered Employment	Pension Credits	Vesting Service	One-Year Break in Service	Break in Service
1977-1979	156	3	3		
1980	12	0	0		
1981	12	0	0		
1982	0	0	0	1	
1983	0	0	0	1	
1984	0	0	0	1	xx

As of December 31, 1979, you have 3 Years of Vesting Service. You suffer a Break in Service as of December 31, 1984, because you have 3 consecutive years when you did not work for at least 11 weeks (1982, 1983 and 1984) which equals your 3 Years of Vesting Service.

**6. What is the Break in Service rule used after January 1, 1986?**

After January 1, 1986, you suffer a Break in Service if:

- a) At the time you terminate Covered Employment you are not entitled to any Pension under the Plan, and
- b) The number of your consecutive One-Year Breaks in Service\* equals 5 or, if greater, equals the number of Years of Vesting Service that you have earned.

\*A One-Year Break in Service occurs during a Calendar Year if you do not work in Covered Employment for at least 11 weeks or you do not complete at least 500 Hours of Work. For Calendar Years beginning on or after January 1, 1986, periods of absence relating to pregnancy, the birth of a child, adoption of a child, or for the care of a child after birth or adoption will be considered as Hours of Work not to exceed 501 hours. These hours may be credited in the Calendar Year in which the absence begins or in the following year, or partly in each as necessary to prevent a One-Year Break in Service.

**Example:**

Suppose you have the following work record:

Calendar Year	Weeks in Covered Employment	Pension Credits	Vesting Service	One-Year Break in Service	Break in Service
1994-1996	156	3	3		
1997	12	0	0	-	
1998	6	0	0	1	
1999-2001	0	0	0	3	
2002	12	0	0	1	
2003	0	0	0	1	
2004	15	0	0	-	
2005-2009	0	0	0	5	xx

As of December 31, 1996 you have 3 Years of Vesting Service. You do not suffer a Break in Service as of December 31, 2003, because even though you did not work 11 weeks in 5 of the years (1998-2001 and 2003), they were not consecutive. You do suffer a Break in Service as of December 31, 2009, because you have 5 consecutive years when you did not work at least 11 weeks (2005-2009), which is equal to the greater of 5 or your Years of Vesting Service.



## **BENEFIT DENIAL AND APPEAL PROCEDURES**

### **1. Will I be notified if my application for benefits is denied?**

If any application for benefits is denied, you will receive a written notice giving a specific reason for the denial. This notice will also contain a specific reference to certain provisions on which the denial was based. You will also be told if any additional information should be furnished to permit further consideration of your application. If additional information is requested, you will be told why such material or information is necessary.

Normally, your application for benefits will be acted on within 90 days after it has been received by the Plan (45 days for Disability Pension applications). If this time period cannot be met, you will be so informed in writing. The Trustees may take, at their option, an additional 90 days to process your application (45 days for Disability Pension applications) if you are notified in advance. If these time periods are not adhered to, you may assume your application was denied.

### **2. Can I appeal to the Trustees any denial of benefits?**

If you believe that your application for benefits was not handled correctly, you may file an appeal with the Trustees.

### **3. What is the procedure for appealing any denial of benefits?**

Your appeal must be filed in writing to the Trustees within 60 days (180 days for a Disability Pension) of the receipt of the benefit denial. When you appeal, you may present any additional information you have for the consideration of the Appeals Committee. You may request a personal appearance when your appeal is considered. A request for a personal appearance must be made in writing. You may have anyone you designate represent you at the review meeting. If you decide to make a personal appearance or have another party represent you, it must be done at your own expense.

The Trustees will set a date for your appearance and, if necessary, up to two (but only two) continuances will be granted. If you fail to appear before the Trustees and you have not requested a continuance, you no longer have the right to appear before the Trustees.

When the review of your appeal has been completed, you will be notified in writing of the action taken on your claim appeal. You will also be provided a full description of the reason and the basis of the review decision. A determination on your appeal will be made not later than the date of the meeting of the Appeals Committee that immediately follows the receipt of your request for an appeal. The Committee generally meets on a quarterly basis in the months of February, May, August and November. If your request for an appeal has been received by the Committee at least 30 days before its next scheduled meeting, a decision on your appeal will

normally be made at the next quarterly meeting. If your appeal is not received by the Committee at least 30 days before the next scheduled meeting date, the decision may be delayed one additional quarter. After a decision has been made you will be informed in writing of the Committee's decision, normally within five calendar days of the review. When you receive the decision on your appeal, it will contain the reasons for the decision and the specific references of the particular plan provisions upon which the decision was based. If your appeal is denied, you will be entitled to receive, upon request and at no cost, copies of documents and information the Plan relied on in denying your appeal. You will also be advised of your right to file suit under ERISA. If you do not receive a written notice on your appeal within the time required, you may assume your appeal was denied.

### **CIRCUMSTANCES UNDER WHICH BENEFITS MAY BE LOST, SUSPENDED OR DENIED**

Benefits may be lost, suspended or denied if:

1. You do not qualify for benefits under the Plan's eligibility rules.
2. You suffer a Break in Service. See pages 50-52.
3. You die prior to becoming eligible for a benefit.
4. You cannot be located.
5. You engage in certain types of employment after retirement on a Pension. See page 3.
6. You cease to be totally and permanently disabled. See pages 17-19.
7. You purposely falsify records or give wrong answers or misrepresentations on any Pension application.
8. You fail to complete and submit a notification of continued existence requested by the Trustees.
9. The Plan mistakenly overpaid pension benefits to you, your spouse or a beneficiary.
10. Your employer's participation in the Plan has been terminated.
11. The Plan terminates.

## GENERAL INFORMATION

The following gives you detailed information about the operation of the Pension Plan, your rights under the Employee Retirement Income Security Act of 1974 (ERISA) and those provided by the Pension Benefit Guaranty Corporation (PBGC).

1. Name of Pension Plan: International Brotherhood of Teamsters Union Local No. 710 Pension Fund Pension Plan.
2. Plan Sponsor and Plan Administrator: Board of Trustees.
3. Employer Identification Number (EIN): 36-2377656
4. Plan Number: 001
5. Agent for Service of Legal Process: Brian J. O'Malley  
Administrator  
9000 West 187th Street  
Mokena, Illinois 60448  
Telephone: (773) 254-2500  
Service may also be made on behalf of any Trustee whose name and address is shown on the inside front cover.
6. Name of the Pension Fund: International Brotherhood of Teamsters Union Local No. 710 Pension Fund
7. Name and Address of Trustees of the Pension Fund: See inside front cover.
8. Type of Pension Plan: Defined Benefit Pension Plan.
9. Contributing Employers: The Plan Administrator will advise participants or beneficiaries, upon written request, whether or not a particular employer is a party to a Collective Bargaining Agreement requiring contributions to the Pension Fund.
10. Type of Administration: The Board of Trustees is assisted in its administration of the Pension Plan by an administrator and an administrative staff, reporting to the administrator.
11. Source of Contributions to the Pension Fund: The benefits described in this booklet are provided through Employer Contributions and, under certain circumstances, participant contributions. The amount of Employer Contributions is determined by the provisions of the Collective Bargaining Agreements.

12. Contributions: Paid to the Pension Fund and all benefits are paid from the Pension Fund.

The contributions are received and held in trust by the Board of Trustees. Contributions not required immediately for the payment of benefits or operating expenses of the Fund are invested by the Board of Trustees.

The benefits provided by this Fund are on a self-funded basis. All benefits are paid directly from the Fund. The benefits are established by the Board of Trustees based upon valuations made by the Fund's actuary.

13. Plan Year: The Pension Fund is maintained on a 12 month fiscal year basis, beginning on February 1 and ending January 31.

## **RIGHTS UNDER ERISA**

As a Participant in the Pension Plan you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

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

Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the plan, including insurance contracts, Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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.

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

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65 or, if later, your age on the fifth anniversary of your participation) 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 receive a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able to, based on available records.

### **Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court. If you believe the plan fiduciaries misuse the Plan's money, or if you believe that you have been 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.

### **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 obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **AMENDMENT AND TERMINATION OF THE PENSION PLAN**

### **AMENDMENT**

The Board of Trustees has the right to amend or modify your Plan at any time pursuant to the authority given to them in the Restated Trust Agreement. In no event shall any amendment:

- a) Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries;
- b) Cause any reduction in your Accrued Benefit except to the extent permitted by law; or
- c) Cause any part of your Plan assets to revert to any contributing Employer.

## **TERMINATION**

The Trustees have the right to terminate the Plan under certain criteria established by the Restated Trust Agreement. Upon termination, the value of your Accrued Benefit, as of such termination date shall, to the extent of the assets then available, be non-forfeitable. Benefits will be distributed to you in any manner permitted by the Plan.

## **INSURANCE PROVIDED BY THE PENSION BENEFIT GUARANTY CORPORATION**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by: (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum monthly guarantee for a retiree with 30 years of service would be \$1,072.50 or annually \$12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at 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 website on the Internet at <http://www.pbgc.gov>.





# Local 710 Health, Welfare and Pension Funds



## UNION TRUSTEES:

Thomas N. Conelias  
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## **LOCAL 710 PENSION PLAN** **SUMMARY OF MATERIAL MODIFICATION**

© 2007/IBT 44-L

**Employer Identification Number: 36-2377656**

**Plan Number: 001**

Dear Participant of the Local 710 Pension Plan:

Our pension plan has been modified to reflect the following changes:

The Pension Plan currently provides only one benefit level (Benefit Level 1). Effective as of January 1, 2011, a new benefit level (Benefit Level 2) is being added to the Pension Plan effective for work performed on and after that date. The determination of the benefit level that applies to an employee or a participant for a calendar year will be based on the contribution rate that is first paid or required to be paid to the Pension Fund on behalf of the employee or participant during the calendar year.

The attached Schedule A shows the contribution rates required for Benefit Level 1. Schedule B shows the contribution rates and benefit amounts for Benefit Level 2.

Pension Benefits under Level 2 are:

- Regular Pension—retire at age 62 or more with 20 or more future pension credits.
- Early Retirement Pension—retire at age 55 or more with 20 or more pension credits but discounted for retirement before age 62. The discount is ½ of 1% for each of the first 60 months less than age 62 and 1/3 of 1% for each additional month less than age 57.
- Vested Pension—termination at any age with at least 5 years of vesting service. Benefit is payable at age 65, unless the participant has 20 or more future pension credits, then can elect a discounted amount payable as early as age 55. The discount is 2/3 of 1% for each of the first 60 months and 1/3 of 1% for each additional month that the Annuity Starting Rate precedes age 65.

Under Benefit Level 2, the benefit amount earned in each calendar year will be the future pension credit earned in such year multiplied by the benefit amount corresponding to the

contribution rate first required to be made to the Pension Fund on behalf of the participant during the calendar year.

**Example:** Assume a participant retires at the following ages and has 25 future pension credits and has 10 future pension credits as a benefit level of \$50 per credit, 10 future pension credits at a benefit level of \$66 per pension credit, and 5 future pension credits at a benefit level of \$83 per pension credit. His pension benefit would be:

	<u>Age at Retirement</u>
1. \$1,575 per month ( $\$50 \times 10$ plus $\$66 \times 10$ plus $\$83 \times 5$ )	62 or older
2. \$1,102.50 per month ( $\$1,575 \times$ early retirement factor of 70%)	age 57
3. \$976.50 per month ( $\$1,575 \times$ early retirement factor of 62%)	age 55

If the participant had terminated at age 50, he would have been eligible for a monthly pension of \$1,575.00 payable at age 65. He could also elect to receive a reduced amount because he has more than 20 future pension credits. The reduced amount at age 55 (the earliest age he can elect) is \$630.00 per month or \$945.00 per month at age 60.

Other benefits provided under Benefit Level 2 are:

- **Disability Pension**—You become totally and permanently disabled while in Covered Employment, and have 15 or more future pension credits, and are entitled to disability benefits payable under Title II of the Social Security Act. The amount of the pension is \$600.00 per month.
- **Pre-Retirement Lump Sum Death Benefit**—You die in Covered Employment and have 10 or more future Pension Credits. A \$15,000 death benefit will be paid to your surviving spouse, children, parents, or siblings, in such order and in equal shares. If no survivor, then payable to your estate or to help pay for your funeral expenses.
- **Death Benefit After Retirement**—You retire at age 57 or more with 20 or more future pension credits. A \$3,000 death benefit will be paid to a named beneficiary; if no named beneficiary or survivor then to your spouse, dependent children, non-dependent children, parents, siblings in such order and in equal shares. If there are no survivors, to your estate.

## **SURVIVOR BENEFITS**

There are several types of Survivor Benefits, as follows:

1. Survivor Benefit for death in Covered Employment prior to Retirement Age and not eligible for the immediate payment of a Regular Pension, an Early Retirement Pension, or a Vested Pension.
2. Survivor Benefit for death in Covered Employment after Retirement Age.

3. Survivor Benefit for death after retiring on a Regular Pension or an Early Retirement Pension.
4. Survivor Benefit for death after retiring on a Disability Pension.
5. 50% Survivor Pension for death in or out of Covered Employment.

**Only one of these benefits is payable.**

### **SURVIVOR BENEFIT PRIOR TO REGULAR RETIRMENT AGE**

**Eligibility:**

If you die while in Covered Employment prior to your Regular Retirement Age, Survivor Benefits shall be paid to your survivor, if you meet all the following service requirements:

- a) You have 15 or more Future Pension Credits in Local 710 Pension Fund and none of your years of Pension Credits are separated by a period in which you were out of Covered Employment for more than 156 consecutive calendar weeks. If you are out of Covered Employment for more than 156 weeks and then you return to Covered Employment for at least as long as you were out, this requirement will be satisfied. If you are out for more than 260 weeks, you would only have to return for 260 weeks. For example, suppose you have 16 Pension Credits and leave Covered Employment for 7 years (364 weeks), then return to Covered Employment for 5 ½ years (286 weeks) you will have satisfied this requirement because you would return to work for at least 260 weeks;

The Survivor Benefits shall be payable to your surviving spouse. If you do not have a surviving spouse or your spouse dies, Survivor Benefits will be paid to your surviving children. For your surviving children to qualify for a Survivor Benefit they must be under the age of 18, or under the age of 23 if they are attending an accredited school on a full time basis. If you do not have any survivors who meet these qualifications, no Survivor Benefits will be paid.

**Form of Payment:**

Your Survivor Benefit will be paid to your surviving spouse but not for more than 60 months. If your spouse predeceases you or if your spouse dies or remarries before the end of the 60 month period, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

**Amount:**

The monthly amount of Survivor Benefit is \$600.00.

### **SURVIVOR BENEFIT AFTER RETIRMENT AGE**

**Eligibility:**

If you die while in Covered Employment and are eligible for or if you retired on and are eligible

for a Regular Pension or an Early Retirement Pension (and you and your spouse have elected not to take the Joint and Survivor Pension) a Survivor Benefit will be paid to your surviving spouse. This Survivor Benefit will be paid instead of the Death Benefit.

**Form of Payment:**

The Survivor Benefit will be paid for 60 months, if you have not retired. If you have already retired, the Survivor Benefit will be paid until a total of 60 benefit payments have been made to you or on your behalf.

**Amount:**

The amount of this Survivor is:

1. If you have already retired at the date of your death, the amount of monthly Pension you are receiving from the Fund; or
2. If you have not retired at the date of your death, the amount of monthly Pension that you would have received from the Fund had you retired on the day before you died.

If your surviving spouse dies or remarries before the balance of the 60 payments have been made, the remaining monthly payments will be divided equally among your dependent children under age 18 ( or under age 23, if they are attending an accredited school on a full time basis).

If you surviving spouse elects this Survivor Benefit, no other death benefit will be paid on your behalf.

## **SURVIVOR BENEFIT AFTER DISABILITY PENSION**

**Eligibility:**

If you are receiving a Disability Pension (and you and your spouse elect not to receive the Joint and Survivor Pension) and you die before you have received 60 monthly payments, a Survivor Benefit will be payable to your surviving spouse. The amount of this Survivor Benefit will be the same amount as was being paid to you and will continue to be payable until a total of 60 monthly Disability Pension and Survivor Benefit payments have been made by the Fund to you or on your behalf.

If your surviving spouse dies or remarries before the balance of the 60 payments have been made, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

The following provisions of the Summary Plan Description, which has been provided to you, do apply to you:

<b>SECTION</b>	<b>PAGE</b>
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Sincerely,

Board of Trustees

Union Trustees:

Thomas N. Conelias  
Bernard T. Sherlock  
Delmar R. Schaefer

Employer Trustees:

Samuel D. Pilger, Secy-Treas.  
Gary F. Caldwell  
Daniel G. Hoyer

**LOCAL UNION NO. 710 PENSION FUND**

**CONTRIBUTION RATE REQUIRED FOR BENEFIT LEVEL 1**

<u>Calendar Year</u>	<u>Weekly Contribution Rate</u>
2011	at least \$349.00
2012	at least \$375.00
2013	at least \$401.00
2014	at least \$401.00
2015	at least \$401.00
2016	at least \$401.00

Note: The weekly contribution is the first contribution received by the Trust Fund on behalf of the Employee of Participant in the Calendar Year.

Schedule B

LOCAL UNION NO. 710 PENSION FUND  
 BENEFIT LEVEL 2  
 CONTRIBUTION RATE & BENEFIT SCHEDULE

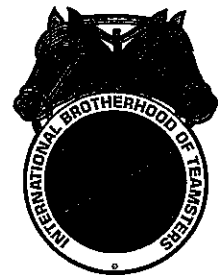
<u>Calendar Year</u>	<u>Weekly Contribution Rate</u>		<u>Benefit Amount</u>
	<u>From...</u>	<u>...To</u>	
2011	\$66.00	- \$104.99	\$21.00
	105.00	- 130.99	33.00
	131.00	- 156.99	41.00
	157.00	- 208.99	50.00
	209.00	- 261.99	66.00
	262.00	- 313.99	83.00
	314.00	- 348.99	99.00
2012	\$71.00	- \$112.99	\$21.00
	113.00	- 140.99	33.00
	141.99	- 168.99	41.00
	169.00	- 224.99	50.00
	225.00	- 280.99	66.00
	281.00	- 337.99	83.00
	338.00	- 374.99	99.00
2013	\$40.00	- \$75.99	\$11.00
	76.00	- 119.99	21.00
	120.00	- 149.99	33.00
	150.00	- 179.99	41.00
	180.00	- 239.99	50.00
	240.00	- 299.99	66.00
	300.00	- 360.99	83.00
	361.00	- 400.99	99.00



2014	\$40.00	-	\$75.99	\$11.00
	76.00	-	119.99	21.00
	120.00	-	149.99	33.00
	150.00	-	179.99	41.00
	180.00	-	239.99	50.00
	240.00	-	299.99	66.00
	300.00	-	360.99	83.00
	361.00	-	400.99	99.00
2015	\$40.00	-	\$75.99	\$11.00
	76.00	-	119.99	21.00
	120.00	-	149.99	33.00
	150.00	-	179.99	41.00
	180.00	-	239.99	50.00
	240.00	-	299.99	66.00
	300.00	-	360.99	83.00
	361.00	-	400.99	99.00
2016	\$40.00	-	\$75.99	\$11.00
	76.00	-	119.99	21.00
	120.00	-	149.99	33.00
	150.00	-	179.99	41.00
	180.00	-	239.99	50.00
	240.00	-	299.99	66.00
	300.00	-	360.99	83.00
	361.00	-	400.99	99.00

Note: The benefit amount is based on a weekly contribution rate first received by the Trust Fund on behalf of the Employee or Participant in the Calendar Year.

# Local 710 Health, Welfare and Pension Funds



## UNION TRUSTEES:

Thomas N. Conelias  
Bernard T. Sherlock  
Delmar R. Schaefer

## EMPLOYER TRUSTEES:

Samuel D. Pilger, Secy.-Treas.  
Gary F. Caldwell  
Daniel G. Hoyer

9000 W. 187TH STREET, SUITE 200  
MOKENA, ILLINOIS 60448  
TELEPHONE 773/254-2500

## LOCAL 710 PENSION PLAN SUMMARY OF MATERIAL MODIFICATION

© 2008/10/14 44-L

**Employer Identification Number: 36-2377656**

**Plan Number: 001**

Dear Participant of the Local 710 Pension Plan:

Our pension plan has been modified to reflect the following changes:

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The attached Schedule A shows the contribution rates required for Benefit Level 1. Schedule B shows the contribution rates and benefit amounts for Benefit Level 2.

Pension Benefits under Level 2 are:

- Regular Pension—retire at age 62 or more with 20 or more future pension credits.
- Early Retirement Pension—retire at age 55 or more with 20 or more pension credits but discounted for retirement before age 62. The discount is ½ of 1% for each of the first 60 months less than age 62 and 1/3 of 1% for each additional month less than age 57.
- Vested Pension—termination at any age with at least 5 years of vesting service. Benefit is payable at age 65, unless the participant has 20 or more future pension credits, then can elect a discounted amount payable as early as age 55. The discount is 2/3 of 1% for each of the first 60 months and 1/3 of 1% for each additional month that the Annuity Starting Rate precedes age 65.

Under Benefit Level 2, the benefit amount earned in each calendar year will be the future pension credit earned in such year multiplied by the benefit amount corresponding to the

contribution rate first required to be made to the Pension Fund on behalf of the participant during the calendar year.

**Example:** Assume a participant retires at the following ages and has 25 future pension credits and has 10 future pension credits as a benefit level of \$50 per credit, 10 future pension credits at a benefit level of \$66 per pension credit, and 5 future pension credits at a benefit level of \$83 per pension credit. His pension benefit would be:

	<u>Age at Retirement</u>
1. \$1,575 per month ( $\$50 \times 10$ plus $\$66 \times 10$ plus $\$83 \times 5$ )	62 or older
2. \$1,102.50 per month ( $\$1,575 \times$ early retirement factor of 70%)	age 57
3. \$976.50 per month ( $\$1,575 \times$ early retirement factor of 62%)	age 55

If the participant had terminated at age 50, he would have been eligible for a monthly pension of \$1,575.00 payable at age 65. He could also elect to receive a reduced amount because he has more than 20 future pension credits. The reduced amount at age 55 (the earliest age he can elect) is \$630.00 per month or \$945.00 per month at age 60.

Other benefits provided under Benefit Level 2 are:

- Disability Pension—You become totally and permanently disabled while in Covered Employment, and have 15 or more future pension credits, and are entitled to disability benefits payable under Title II of the Social Security Act. The amount of the pension is \$600.00 per month.
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- Death Benefit After Retirement—You retire at age 57 or more with 20 or more future pension credits. A \$3,000 death benefit will be paid to a named beneficiary; if no named beneficiary or survivor then to your spouse, dependent children, non-dependent children, parents, siblings in such order and in equal shares. If there are no survivors, to your estate.

## SURVIVOR BENEFITS

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1. Survivor Benefit for death in Covered Employment prior to Retirement Age and not eligible for the immediate payment of a Regular Pension, an Early Retirement Pension, or a Vested Pension.
2. Survivor Benefit for death in Covered Employment after Retirement Age.

3. Survivor Benefit for death after retiring on a Regular Pension or an Early Retirement Pension.
4. Survivor Benefit for death after retiring on a Disability Pension.
5. 50% Survivor Pension for death in or out of Covered Employment.

**Only one of these benefits is payable.**

### **SURVIVOR BENEFIT PRIOR TO REGULAR RETIRMENT AGE**

**Eligibility:**

If you die while in Covered Employment prior to your Regular Retirement Age, Survivor Benefits shall be paid to your survivor, if you meet all the following service requirements:

- a) You have 15 or more Future Pension Credits in Local 710 Pension Fund and none of your years of Pension Credits are separated by a period in which you were out of Covered Employment for more than 156 consecutive calendar weeks. If you are out of Covered Employment for more than 156 weeks and then you return to Covered Employment for at least as long as you were out, this requirement will be satisfied. If you are out for more than 260 weeks, you would only have to return for 260 weeks. For example, suppose you have 16 Pension Credits and leave Covered Employment for 7 years (364 weeks), then return to Covered Employment for 5 ½ years (286 weeks) you will have satisfied this requirement because you would return to work for at least 260 weeks;

The Survivor Benefits shall be payable to your surviving spouse. If you do not have a surviving spouse or your spouse dies, Survivor Benefits will be paid to your surviving children. For your surviving children to qualify for a Survivor Benefit they must be under the age of 18, or under the age of 23 if they are attending an accredited school on a full time basis. If you do not have any survivors who meet these qualifications, no Survivor Benefits will be paid.

**Form of Payment:**

Your Survivor Benefit will be paid to your surviving spouse but not for more than 60 months. If your spouse predeceases you or if your spouse dies or remarries before the end of the 60 month period, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

**Amount:**

The monthly amount of Survivor Benefit is \$600.00.

### **SURVIVOR BENEFIT AFTER RETIRMENT AGE**

**Eligibility:**

If you die while in Covered Employment and are eligible for or if you retired on and are eligible

for a Regular Pension or an Early Retirement Pension (and you and your spouse have elected not to take the Joint and Survivor Pension) a Survivor Benefit will be paid to your surviving spouse. This Survivor Benefit will be paid instead of the Death Benefit.

**Form of Payment:**

The Survivor Benefit will be paid for 60 months, if you have not retired. If you have already retired, the Survivor Benefit will be paid until a total of 60 benefit payments have been made to you or on your behalf.

**Amount:**

The amount of this Survivor is:

1. If you have already retired at the date of your death, the amount of monthly Pension you are receiving from the Fund; or
2. If you have not retired at the date of your death, the amount of monthly Pension that you would have received from the Fund had you retired on the day before you died.

If your surviving spouse dies or remarries before the balance of the 60 payments have been made, the remaining monthly payments will be divided equally among your dependent children under age 18 ( or under age 23, if they are attending an accredited school on a full time basis).

If you surviving spouse elects this Survivor Benefit, no other death benefit will be paid on your behalf.

## **SURVIVOR BENEFIT AFTER DISABILITY PENSION**

**Eligibility:**

If you are receiving a Disability Pension (and you and your spouse elect not to receive the Joint and Survivor Pension) and you die before you have received 60 monthly payments, a Survivor Benefit will be payable to your surviving spouse. The amount of this Survivor Benefit will be the same amount as was being paid to you and will continue to be payable until a total of 60 monthly Disability Pension and Survivor Benefit payments have been made by the Fund to you or on your behalf.

If your surviving spouse dies or remarries before the balance of the 60 payments have been made, the remaining monthly payments will be divided equally among your dependent children under age 18 (or under age 23, if they are attending an accredited school on a full time basis).

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Guaranty Corporation (PBGC)	60

Sincerely,

Board of Trustees

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Samuel D. Pilger, Secy-Treas.  
Gary F. Caldwell  
Daniel G. Hoyer



LOCAL UNION NO. 710 PENSION FUND

CONTRIBUTION RATE REQUIRED FOR BENEFIT LEVEL 1

<u>Calendar Year</u>	<u>Weekly Contribution Rate</u>
2011	at least \$349.00
2012	at least \$375.00
2013	at least \$401.00
2014	at least \$401.00
2015	at least \$401.00
2016	at least \$401.00

Note: The weekly contribution is the first contribution received by the Trust Fund on behalf of the Employee of Participant in the Calendar Year.





Schedule B

LOCAL UNION NO. 710 PENSION FUND  
 BENEFIT LEVEL 2  
 CONTRIBUTION RATE & BENEFIT SCHEDULE

<u>Calendar Year</u>	<u>Weekly Contribution Rate</u>		<u>Benefit Amount</u>
	<u>From...</u>	<u>...To</u>	
2011	\$66.00	- \$104.99	\$21.00
	105.00	- 130.99	33.00
	131.00	- 156.99	41.00
	157.00	- 208.99	50.00
	209.00	- 261.99	66.00
	262.00	- 313.99	83.00
	314.00	- 348.99	99.00
2012	\$71.00	- \$112.99	\$21.00
	113.00	- 140.99	33.00
	141.99	- 168.99	41.00
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	225.00	- 280.99	66.00
	281.00	- 337.99	83.00
	338.00	- 374.99	99.00
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	150.00	- 179.99	41.00
	180.00	- 239.99	50.00
	240.00	- 299.99	66.00
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	240.00	-	299.99	66.00
	300.00	-	360.99	83.00
	361.00	-	400.99	99.00
2016	\$40.00	-	\$75.99	\$11.00
	76.00	-	119.99	21.00
	120.00	-	149.99	33.00
	150.00	-	179.99	41.00
	180.00	-	239.99	50.00
	240.00	-	299.99	66.00
	300.00	-	360.99	83.00
	361.00	-	400.99	99.00

Note: The benefit amount is based on a weekly contribution rate first received by the Trust Fund on behalf of the Employee or Participant in the Calendar Year.