

The Western Conference of Teamsters Pension Plan



2013 Summary Plan Booklet



Important Notice

This Summary Plan Booklet explains the important provisions of the Western Conference of Teamsters Pension Plan, including changes made in recent years, and replaces earlier summaries. It helps you understand what you need to know and do for you and your family to get the most from your Plan benefits.

Whenever you have questions, contact your Area Administrative Office at a location listed on the back cover. Visit your Plan's website at **www.wctpension.org**.

More complete Plan information may be found in the official Plan documents on the Plan's website at **www.wctpension.org** or available for inspection at your Area Administrative Office. See Chapter 14 for an explanation of the procedures for inspecting and obtaining copies of the Plan documents. All Plan benefits are subject to the terms of the official Plan documents, which govern in case of errors in these materials.

Special Reminders

Mailing Address. You are responsible for keeping your Area Administrative Office informed about changes to your mailing address so you'll receive important information about your Plan. Even if you retire or stop covered employment, make sure your Area Administrative Office has your current mailing address on file.

If you are moving, send address changes in writing (with your Social Security number) to your Area Administrative Office. You can print a *Change of Address Form* from the Contact page of your Plan's website at **www.wctpension.org**.

You may be receiving this booklet because you are an alternate payee under a Qualified Domestic Relations Order (QDRO) with respect to a Plan participant or retiree. You must also inform your Area Administrative Office of any changes in your mailing address.

Beneficiary Designation. Be sure to designate your Plan beneficiary even if you are new to the Plan. Your Plan's official *Beneficiary Designation Form* is the only way to name your Plan beneficiary or cancel a previous designation. Contact your Area Administrative Office to verify your beneficiary designation or to request a new form. You can also print a *Beneficiary Designation Form* from your Plan's website at **www.wctpension.org**. Designations made on forms used by other pension or health and welfare trusts, or for other union benefits such as life insurance, are not accepted by this Plan. Your Area Administrative Office must receive your signed *Beneficiary Designation Form* before your death for changes to be effective. See Chapter 10 for more information.

Noticia en Español

Si usted necesita ayuda para entender este libro, comuníquese con la Oficina Administrativa de su Area. La dirección y numero de telefóno los encontrara atrás del libro.

Letter From the Trustees

Dear Participant:

On behalf of the Joint Labor-Management Board of Trustees of the Western Conference of Teamsters Pension Trust, we are pleased to provide you with your new 2013 Summary Plan Booklet. This document gives you important information about eligibility, pension amounts and benefit payment options.

The severe economic challenges of recent years reaffirm the value that a well-funded defined benefit pension brings in achieving lifetime financial security. While capital markets ebb and flow, your promised pension benefits grow with each year of service and each dollar contributed on your behalf.

Responding to these challenging times, your Board of Trustees has taken many steps to ensure the security of Plan assets. These range from changes in investment strategy to stringent funding objectives and more efficient administrative practices. More than 1,600 contributing employers in 50 industries—and nearly 100 Teamster local unions that represent our Plan participants—have responded favorably, with a continued stream of increased negotiated contributions. And there is heightened interest in joining the Plan by new units across the country.

When you are ready to retire, your monthly pension benefit is payable to you for your lifetime and the life of your spouse, should you choose. In addition to meeting traditional retirement needs, your Plan provides other important benefits for you and your family should you become disabled or die prematurely.

Funding strength, growth of assets and a family of benefits: This umbrella of security is detailed in this summary. Please take the time to review it carefully. Keep it in a safe place so you and your family may refer to it as needed.

Sincerely yours,

Chuck Mack
Chairman, Union Trustees
Western Conference of Teamsters Pension Trust

Richard L. Dodge
Chairman, Employer Trustees
Western Conference of Teamsters Pension Trust

Your Plan's Key Advantages

The Western Conference of Teamsters Pension Plan was established in 1955 through collective bargaining between labor and management. Today your Plan is the largest multiemployer pension plan in the United States. It covers 200,000 active participants through pension agreements negotiated by Teamster local unions with more than 1,600 employers predominantly in 13 Western states.

Your Plan is a multiemployer defined benefit pension plan.

This means that many different employers contribute to the Pension Trust on behalf of their covered workers. It is a qualified plan under federal tax law.

Your Plan has broad geographic coverage.

This allows you to continue coverage under the Plan even though you may change from one participating employer or participating local union to another participating employer or local union. Pension benefits are completely portable for those who work for an employer who contributes to the Plan.

Your Plan provides more than just lifetime retirement benefits.

It protects you if you become totally and permanently disabled before retirement. Whether you die before or after retirement, your Plan can provide monthly income security to your surviving spouse and minor children and substantial lump sum death benefits to your designated beneficiary.

Both by law and intent, your Plan is for the exclusive benefit of Plan participants, retirees and beneficiaries.

Plan decisions must be agreed to by an independent Board of Trustees, made up of 13 Trustees from labor and 13 Trustees from management.

All contributions made by your employer.

Each month, your employer makes collectively bargained basic contributions for your covered employment. Most employers also make separate PEER contributions to help pay for enhanced benefits through the Program for Enhanced Early Retirement.

Benefits grow based on covered employment.

The longer you stay in covered employment, the more dollars are contributed and the higher your benefits will be. Today, benefits are based on a percentage of contributions paid into the Plan on your behalf.

Your Guide to Your Pension Plan

This 2013 Summary Plan Booklet explains the benefits and eligibility rules under the Western Conference of Teamsters Pension Plan. Not all information may apply to you.

The chart below guides you to the chapters that specifically apply to you. Chapter 14 applies to everyone. It contains important details about the Plan and your legal rights under federal pension law.

Note: The benefits described in this booklet are available only to Plan participants who retire with a pension effective date on or after December 31, 2012 or to the beneficiaries of those who are not yet retired but die after that date (unless noted otherwise). In general, if you retired before 2013, benefits for you and your Plan beneficiaries are described in earlier Plan summaries. However, if you are retired and return to work, you need to read the reemployment and suspension of benefits rules explained in Chapter 13. If you have questions about the benefits you are receiving, contact your Area Administrative Office.

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CHAPTER 1

Plan Coverage

The first thing you need to know is whether your job is covered by the Western Conference of Teamsters Pension Plan. This chapter explains the rules on Plan coverage and how your employer makes contributions based on your covered employment.

Important Topics

- Covered Employment
- Covered Employer
- Union
- Pension Agreement
- Special Rules
- Contribution Rate
- Types of Contributions
- Covered Hours

To participate in the Pension Plan, you don't have to sign up or contribute. You simply work for a contributing employer who makes Plan contributions for your covered employment according to your collective bargaining agreement.

Covered Employment

Your work qualifies as *covered employment* only if your employer is a covered employer required to make contributions to the Pension Trust for your employment according to a written pension agreement.

Periods of employment for which contributions are not required do not count as covered employment, even if contributions are made for that employment. Not all work for a covered employer qualifies as covered employment. For example, your work does not qualify as covered employment if:

- You are not working in a job covered by a pension agreement.
- You are self-employed.
- You are a proprietor or partner of your business.

Covered Employer

A *covered employer* is any employer required to contribute to the Pension Trust by the terms of a pension agreement. Teamster local unions representing Plan participants can also cover their own employees by agreeing to make contributions to the Pension Trust.

An employer becomes a covered employer at the beginning of the first hour of covered employment performed by any employee. An employer stops being a covered employer at the end of the last hour of covered employment performed by any employee.

Union

Union means any local union affiliated with the *International Brotherhood of Teamsters*.

Pension Agreement

In general, to participate in the Pension Plan, you must be an employee covered under a *pension agreement*. In most cases, this is a written collective bargaining agreement (labor contract) between an employer and a Teamster local union that requires employer contributions to the Pension Trust on behalf of the employees who work under that agreement. The agreement must conform to Plan rules and policies and be accepted by the Board of Trustees.

Your pension agreement states what your employer's basic contribution rate is and generally lists the job classifications that are covered by the Plan. It also tells you if your employer has agreed to make supplemental PEER contributions to the Pension Trust for your work (and the work of other employees covered by the pension agreement). If you need a copy, contact your employer or local union.

If you are an employee of a Teamster local union or joint council or other Teamster labor organization, your employer must sign a special pension agreement with the Board of Trustees to contribute to the Pension Trust. However, if your work for that employer is covered by a collective bargaining agreement with another labor organization, the pension agreement may exclude you from pension coverage under the Plan.

A local union outside the 13 Western states must meet special rules before it can contribute to the Pension Trust for its employees. Employees of Teamster labor organizations outside the West cannot participate in the Plan.

Note: If you do not receive regular wage or salary compensation from the local union or joint council for your work as an employee, you are not eligible for pension coverage based on that work.

General Information

Only the Area Administrative Offices represent the Board of Trustees in administering the Plan and giving information about benefit amounts, eligibility and other provisions of the Plan. No representatives of any union, including union officers and business agents, no representatives of any employer or employer association, and no representatives of any other organization except the Area Administrative Offices, are authorized to provide information or interpret the Plan. In all cases, the Plan terms govern.

The Board of Trustees has the power to amend or terminate the Plan at any time. Chapter 14 explains how a Plan amendment or termination can affect Plan benefits.

Self-employed persons such as sole proprietors, unincorporated owners and partners are not eligible to personally participate in the Plan.

Pensions are not paid to persons who are found to be ineligible for Plan coverage, even if contributions are made on their behalf. If you have questions about whether your coverage is proper, write directly to your Area Administrative Office at the address listed on the back cover.

Special Participation Rules for Certain New or Reentering Groups

The Board of Trustees has established special rules that certain categories of employee groups must meet before the agreement they work under will be accepted as a pension agreement. The chart to the right lists the categories of employee groups that are subject to these special rules.

A local union representing one of these employee groups, or an employer of one of these groups, can visit the Plan's website at **www.wctpension.org** to learn about these special rules and what information the Pension Trust will require before deciding whether the employee group may join the Plan.

Employee Groups Subject to Special Rules

The following employee groups must satisfy special rules before they can become covered under the Plan:

- An employee group represented by a Teamster local union outside the 13 Western States.
- An employee group employed by a Teamster local union, joint council or other Teamster labor organization. **Note:** The only Teamster labor organizations outside the West whose employees can participate in the Plan are local unions.
- An employee group for which a Teamster local union has been certified as the collective bargaining representative in place of another labor organization and the employee group previously participated in another multiemployer pension plan while represented by that other labor organization.
- An employee group that was covered under the Plan at some time in the past, left the Plan and is now requesting to rejoin the Plan.

For details about these special rules, visit the Plan's website at **www.wctpension.org**.

Contribution Rate

Your *contribution rate* is a set dollar amount that your covered employer is required to pay into the Pension Trust for your covered employment. It is based on a formula contained in your pension agreement and is determined through negotiations between your employer and your local union. Your contribution rate may be defined as an hourly, daily, weekly or monthly amount.

How much your employer contributes to the Pension Trust for your covered employment greatly affects the amount of your monthly benefit. Examples in Table 2 on page 23 show how your benefit builds up faster as your contribution rate goes up.

Types of Contributions

There are two types of contributions that covered employers make to the Pension Trust: *Basic contributions* and *PEER contributions*. You need to understand the difference because only basic contributions are used to calculate the amount of your Plan benefit.

Basic Contributions

Basic contributions are a major part of the *total contributions* that covered employers pay into the Pension Trust for your covered employment. They are used to help pay for the basic benefits your Plan provides. The exact contribution rates for your work are spelled out in your collective bargaining agreement.

PEER Contributions

First introduced in 1992, the *Program for Enhanced Early Retirement* (PEER) lets eligible participants retire early at any age with no reduction in benefit amounts. Most of your Plan's employers make separate PEER contributions to help pay for enhanced early retirement benefits through PEER.

PEER contributions are paid in addition to the basic contributions your employer is required to make. They are not used to calculate the amount of your Plan benefit. Your pension agreement tells if your employer makes PEER contributions. See Chapter 8 for information about PEER.

Belonging to a union or paying union dues does not necessarily mean you have Plan coverage. Contact your Area Administrative Office if you have questions about your coverage.

Covered Hours

Covered hours are important. Unlike other types of hours of service, which only count toward vesting (see Chapter 2), covered hours also count toward:

- Maintaining your recent coverage, which is a key eligibility requirement for many Plan benefits (see Chapter 6).
- Determining the amount of your Plan benefits.
- Qualifying for higher early retirement benefits under the Rule of 84.
- Qualifying for unreduced early retirement benefits if you are covered by a PEER pension agreement.

A covered hour is an hour of your employment for which your employer is required to make contributions to the Pension Trust under the terms of a written pension agreement. Hours of work (or paid time off) for which no employer contributions are required by your pension agreement do not count as covered hours.

Many Plan requirements depend on the number of covered hours you have in a specific time period (such as the calendar year). It's important to know which of your hours of employment are covered hours.

What Hours Require Pension Contributions?

Your covered employer is required to pay pension contributions to the Pension Trust on your behalf based on the specific provisions of your pension agreement. Your employer may not be required to contribute to the Pension Trust for every compensable hour. Under Plan rules, every pension agreement must provide for contributions for all straight time hours, including vacation and sick time, subject to certain permissible limitations that must be set forth in the pension agreement.

Most contracts have *monthly* or *yearly maximums* on employer contributions. Some contracts exclude specific compensated hours such as overtime. Here are examples of the most common limitations in pension agreements about required pension contributions.

Monthly Maximums

If your pension agreement contains a monthly maximum, then your employer is not required to contribute for any compensable hours you earn over the maximum number of hours in a calendar or reporting month. The most common monthly maximum is 184 hours.

Yearly Maximums

If your pension agreement contains a yearly maximum, then your employer is not required to contribute for any compensable hours you earn over the maximum number of hours in a calendar year. The most common yearly maximums are 2,076 and 2,080 hours. Lower maximums are not permitted under Plan rules.

Although many pension agreements require contributions for all paid hours, some agreements only require contributions on straight time hours with no contributions for overtime hours.

Other agreements contain daily, weekly, monthly or yearly maximums that limit the number of hours for which contributions are payable. Hours worked beyond those limits do not count as covered hours.

Some agreements require contributions for certain paid time off such as holidays, vacation, jury duty or sick leave while others do not (see above).

Check the specific language of your collective bargaining agreement for details about the kinds of hours that require employer contributions.

CHAPTER 2

Participation & Vesting

This chapter explains what you need to know about participation and vesting. Both depend on your hours of service and how long you stay in covered employment.

It also explains how your Plan counts different types of hours of service when determining whether you meet participation and vesting requirements.

Important Topics

- Active Participant
- Vesting
- Year of Vesting Service
- Hours of Service
- Special Vesting Rule for New Groups
- Hours of Non-Covered Employment
- Portability
- Personal Benefit Statement

2

To receive any of the benefits offered by your Plan, you must first become an active participant. Most benefits also require that you stay in covered employment long enough to be vested and meet specific eligibility requirements.

Active Participant

You become an *active participant* by working at a job covered by the Plan for at least 750 covered hours over two consecutive calendar years (375 covered hours if you are a seasonal employee working in the food processing industry). You continue as an active participant as long as you work at least 250 covered hours each calendar year.

Vesting

Vesting means you have the right to receive a future benefit from your Plan when you retire whether or not you stay in covered employment.

Once you are vested, you are protected from a *forfeiture* or *complete loss of Plan benefits*. You can start receiving your retirement benefit as early as age 55 (or sooner if you qualify). In addition, if you are vested and die before retirement, your family receives death benefits from the Plan.

If you have a forfeiture of service (explained in Chapter 3), all your years of vesting service up to that point are lost and don't count toward meeting the *five-year* or the *10-year* vesting rule.

Five-Year Vesting Rule

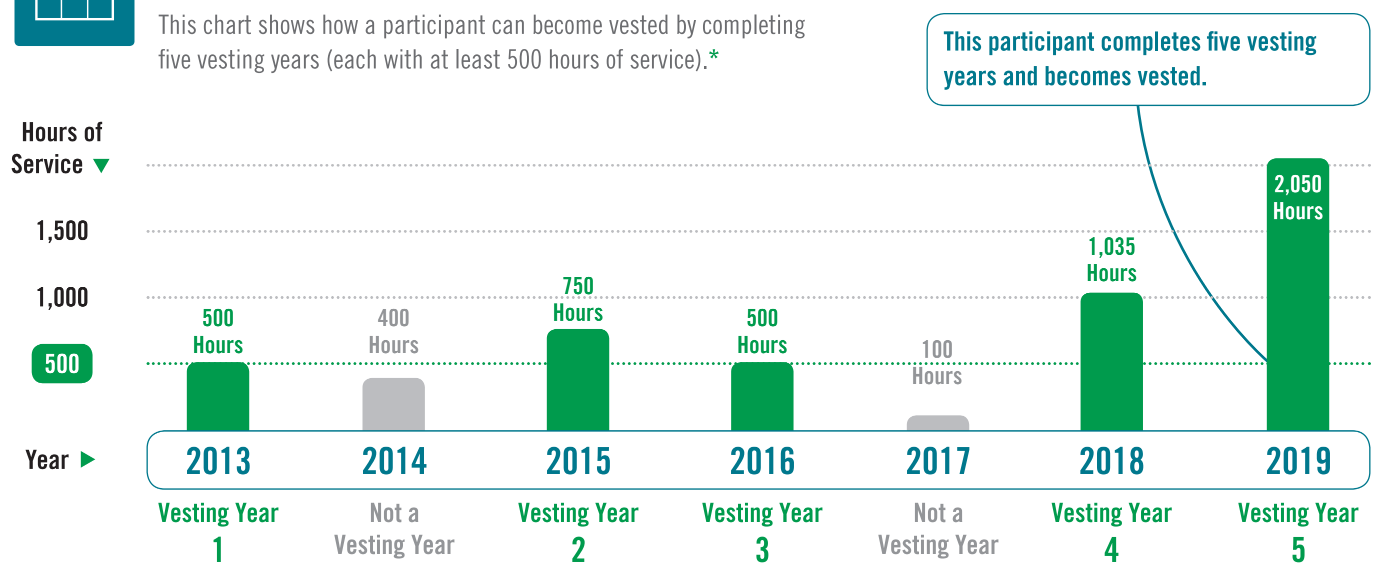
You become vested when you complete five *years of vesting service*. One of those years must be after 1990. If you don't earn any years of vesting service after 1990, you fall under the Plan's *10-year vesting rule* and will only be considered vested if you completed at least 10 years of vesting service before 1991.

Special Vesting Rule—Ages 65 and Over

If you are not vested when you reach normal retirement age (usually age 65), a *special vesting rule* applies. Under this rule, you are considered vested if you are an active participant at any time after age 65 (or if later, on the second anniversary of your first covered hour under the Plan).

Example How to Become Vested

This chart shows how a participant can become vested by completing five vesting years (each with at least 500 hours of service).*



* Note: Seasonal employees in the food processing industry need to complete 250 (rather than 500) covered hours per calendar year to earn a year of vesting service.

Year of Vesting Service

A *year of vesting service* is a calendar year when you work at least 500 hours of service.

If you are a seasonal employee working in the food processing industry, the minimum is 250 covered hours per calendar year.

Remember, no matter how many hours of service you earn in a given calendar year, you can only earn one year of vesting service for that year.

Hours of Service

Your Plan participation, vesting, recent coverage, benefit eligibility and benefit amounts—*all* depend mainly on how many hours you work, the type of job you work in, and whether your employer is required to contribute to the Pension Trust for those hours.

Different types of hours may be counted for these purposes so you need to understand the various kinds of *hours of service* your Plan recognizes and how those hours are counted.

For vesting, the Plan recognizes your covered hours and several other types of hours of service. For most other Plan requirements, it is only covered hours that count.

Covered hours are important. Chapter 1 explains how they work in more detail. Chapter 3 explains other types of hours of service recognized by the Plan such as *non-covered employment, disability absence, military service* and *non-covered Teamster work*.

Special Vesting Rule For New Groups

For Participants Age 52 and Over in New Groups

There is a *special vesting rule* that allows older participants who enter the Plan as part of a new group to vest more quickly. Under this special vesting rule, if your new group enters the Plan on or after January 1, 2002, you may be able to count your years of *unbroken employment* as years of vesting service.

Unbroken employment is your continuous employment with your employer up to your first covered hour and is similar to continuous past employment. See page 24 for more information about continuous past employment.

To qualify for this special vesting rule you must meet both of the following requirements:

1. You must be part of a new group entering the Plan on or after January 1, 2002, and
2. You must be age 52 or older on the date the group enters the Plan.

Under this special vesting rule, you become vested when the combination of your years of unbroken employment *plus* your years of contributory service *equals* five.

However, the years of unbroken employment that can be counted for this special vesting rule depend on your age on the initial date your group enters the Plan (as shown in the chart below).

Special Vesting Rule

For Participants Entering the Plan as Part of a New Group

This chart shows the maximum years of unbroken employment that can be counted as years of vesting service under this *special vesting rule*. The maximum number counted depends on your age when your group first enters the Plan. If you have fewer years than the maximum shown, you can only count your actual years of unbroken employment.

Your Age When You Enter the Plan	Maximum Years of Unbroken Employment Used Toward Vesting
Age 52	1 Year
Age 53	2 Years
Age 54	3 Years
Age 55 and Over	4 Years

Example: Suppose you are age 54 when your new group first enters the Plan and you have five years of unbroken employment. Based on the chart, you can count up to three of those years toward meeting the Plan's five-year vesting rule. So you only need to complete two more years of vesting service after you enter the Plan to satisfy the Plan's five-year vesting rule.

Remember, you need to have a total of five years of vesting service to be vested under Plan rules if you are under age 65.

Hours of Non-Covered Employment

If you are working for a covered employer but your job is not covered by the Plan, each regular-time hour that you work can count as an hour of service. These hours of service are called *non-covered employment*.

Hours of non-covered employment count toward vesting and help protect you from a complete loss of Plan benefits (see Chapter 3). They do not count for any other purpose.

For example, if you work at least 500 hours of non-covered employment in a calendar year, you earn one year of vesting service. You can only earn one year of vesting service per calendar year.

To qualify as hours of non-covered employment, your work must meet *all* of the following conditions:

1. The work you perform must occur during the time period when your employer is a covered employer for some other group of employees, and
2. The work must be performed immediately *before* or *after* your covered employment with the same employer with no intervening quit, discharge or retirement, and
3. The work you perform must be work for which your employer compensates you.

Example Non-Covered Employment

This example shows how hours of non-covered employment are counted for vesting. Let's say this person started work in 2013 in a warehouse unit that was not yet covered by the Plan. On January 1, 2016, her warehouse unit joins the Plan and she changes from a non-covered to a covered employee. The company also has a unit of drivers that has been covered by the Plan for many years.

Because her job changes from non-covered to covered employment, her prior non-covered hours with this employer during the time when they had another covered unit would qualify as non-covered employment. In 2016, she works at least 500 covered hours (giving her one more year of vesting service). After she completes 500 covered hours in 2017, she has five years of vesting service and is vested.

Non-Covered Employment 3 Years of Vesting Service			Join the Plan	Covered Employment 2 Years of Vesting Service	
2013	2014	2015	1-1-2016	2016	2017
Vesting Year 1	Vesting Year 2	Vesting Year 3		Vesting Year 4	Vesting Year 5

Overtime hours and time off (other than paid holidays and paid vacation) do not count as hours of non-covered employment.

Note: *Before your employer joins the Plan for any units, time you worked for that employer does not count as non-covered employment. Also, after your employer has no more covered units in the Plan, time you work for that employer does not count as hours of non-covered employment.*

Portability

Your Plan benefits are portable. Not all of your covered employment has to be with the same employer or in the same job or location.

You can change jobs, locations or local unions and continue to earn Plan benefits as long as you stay in covered employment with a covered employer.

If you need to change jobs or stop covered employment, it's a good idea to check first with your Area Administrative Office to see how your benefits may be affected.

About Your Personal Benefit Statement

Your *Personal Benefit Statement* is mailed to you in June if you worked at least 250 covered hours in the previous calendar year and have a valid mailing address on file. The statement shows the employer contributions paid in the previous calendar year based on your collective bargaining agreement.

Take the time to check your Plan coverage on your statement and compare how your employer's contributions add up each year. Keep your statement with past copies in a safe place. Contact your Area Administrative Office if you have questions regarding the hours shown on your statement.

Personal Benefit Statement Sample

This sample statement can help you understand your Plan coverage. It assumes that this participant has a basic contribution rate of $2.15 for the calendar year 2012. *Note: The exact contribution rates for your covered employment are shown in your collective bargaining agreement.*

Vesting Status Your *Personal Benefit Statement* shows your vesting status. If you are not vested, this box shows your number of vesting years as of the previous December.

Plan Coverage You can see that this participant's basic contribution rate in the previous December was $2.15 by dividing the monthly contribution shown ($337.50) by his covered hours worked that month (157 hours). **Note:** *The exact contribution rates for your covered employment are shown in your collective bargaining agreement.*

PEER Coverage On your statement, months with PEER coverage are marked with this "P" symbol (which stands for PEER or the *Program for Enhanced Early Retirement Benefits*). Just because you worked under a PEER contract in some years does not mean you will qualify for PEER benefits when you retire. See Chapter 8 for details. **Note:** *Chapter 1 explains that there are two types of contributions that covered employers make on behalf of your covered work: Basic contributions and PEER contributions.*

Western Conference of Teamsters Pension Trust

The Trustees of the Western Conference of Teamsters Pension Trust are pleased to provide you with the following information regarding your Plan coverage and eligibility for benefits. Please read the information which follows carefully to ensure that all the personal information is correct and complete. This will enable us to provide a more detailed statement in the future. If you have any questions, contact your Area Administrative Office.

YOUR PLAN STATUS

YOU ARE A VESTED PARTICIPANT.

B.E. Jackson
456 Oak Street
Anytown, CA 95040

Benefits earned through the Plan's past service rules are included in the Total Accrued Annual Benefit listed below. If you believe you have additional years by virtue of entering the plan as a member of a new group, please contact your Administrative Office. You may request either a complete estimate of your benefits or a list of your Covered Hours by year.

Based on your latest coverage, you should direct your inquiry to:
Northwest Area Administrative Office
2323 Eastlake Ave East (800) 531-1489
Seattle, WA 98102-3305

YOUR PLAN COVERAGE

Detailed Listing Of Your Plan Coverage For The Year Of 2012

Month	Employer	Hours	Contributions	Month	Employer	Hours	Contributions
JAN	XYZ Company	159.0 P	$341.85	FEB	XYZ Company	150.0 P	$322.50
MAR	XYZ Company	195.0 P	$419.25	APR	XYZ Company	158.0 P	$339.70
MAY	XYZ Company	158.0 P	$339.70	JUN	XYZ Company	194.0 P	$417.10
JUL	XYZ Company	160.0 P	$344.00	AUG	XYZ Company	160.0 P	$344.00
SEP	XYZ Company	160.0 P	$344.00	OCT	XYZ Company	240.0 P	$516.00
NOV	XYZ Company	160.0 P	$344.00	DEC	XYZ Company	157.0 P	$337.50

P Indicates months in which you had PEER coverage.

Overall Total For Year: Hours 2,051 $4,409.60

Be sure your Area Administrative Office has your current mailing address so you will receive your *Personal Benefit Statement*.

YOUR PLAN BENEFITS

Annual Benefit Earned During 2012
Your collectively bargained contributions paid in 2012 of **$4,409.60** increased your annual benefit by: **$635.00**

Total Accrued Annual Benefit
As of December 31, 2012, you have earned a total annual benefit, payable at age 65, in the amount of: **$23,102.20**

Plan Benefits Your statement shows how much your annual benefit increased due to covered hours in the previous calendar year.

Total Accrued Annual Benefit This is the annual benefit you earned based on the total covered hours you worked under the Plan. Note that the amount shown in the example is an annual benefit payable at normal retirement age (usually age 65). Benefits paid under the Plan are paid monthly.

Participant ID You may refer to your own confidential Participant ID when calling or writing about benefits (rather than providing your Social Security number).

IMPORTANT INFORMATION REGARDING YOUR PLAN RECORD

000000000545385 B.E. Jackson

INDICATE CORRECTIONS IN THE SPACE BELOW

The Trust shows the following information in your record (shown in light blue boxes). If any information is incorrect or missing, please print the corrected information in the space provided. A postage paid return envelope and a beneficiary card have been enclosed for your convenience.

To name or change your beneficiary, use the enclosed beneficiary card.

Address:	~~456 Oak Street~~ Anytown, CA 95040	100 Elm Street 95041
Date of Birth:	6/2/50	
Gender:	MALE	
Spouse Date of Birth:	5/10/53	
Union Initiation Date:	10/2/71	
Hire Date 1st Employer:	10/2/71	
You have named as your beneficiary:	MARY JACKSON	

Update Your Plan Record If you discover personal information on your statement that is incorrect or missing, it's your responsibility to notify the Plan by sending back this tear-off card as soon as possible.

Plan Beneficiary If you need to change the beneficiary designation shown, you cannot make the change by crossing the name off the card. In order to make a valid change, you must use the Plan's official *Beneficiary Designation Form* and the completed form must be received by your Area Administrative Office prior to your death. An official *Beneficiary Designation Form* and postage-paid return envelope are enclosed with your statement.

You can also download a *Beneficiary Designation Form* at www.wctpension.org. See Chapter 10 for details about changing and naming your Plan beneficiary.

Your *Personal Benefit Statement* only shows the hours for which pension contributions were paid. Your collective bargaining agreement may not require your employer to contribute on overtime hours. Or it may have a monthly or yearly maximum on the number of hours that require pension contributions.

Check the Plan's website at **www.wctpension.org** for Frequently Asked Questions (FAQs).

If you have questions, contact your Area Administrative Office. The phone numbers are listed on the back cover.

CHAPTER 3

Losing & Protecting Benefits

This chapter explains forfeiture of service and how you can be protected from a complete loss of Plan benefits. It also explains special rules that can protect your benefits while you are away from covered employment.

Important Topics

- Forfeiture of Service
- Interruption of Service
- Disability Absence
- Military Service
- Non-Covered Teamster Work
- Maternity and Paternity Leave
- Forfeitures Before 1976
- Restored Covered Hours Rule

Forfeiture of Service

If you leave covered employment before you are vested, you can lose all of your Plan benefits. You have a *forfeiture of service* and lose all of your Plan benefits if *all* of the following conditions occur:

1. You are not vested, and
2. You have at least as many consecutive interruptions of service as you have years of vesting service, and
3. You have at least five consecutive interruptions of service. (Before 1987, you could have a forfeiture of service after as few as three consecutive interruptions of service.)

Different forfeiture of service rules were in effect before 1976. See page 16 for a summary.

Interruption of Service

To avoid an *interruption of service*, you need to complete at least 250 hours of service in a calendar year. If you complete less than 250 hours of service in a calendar year, that year counts as an interruption of service.

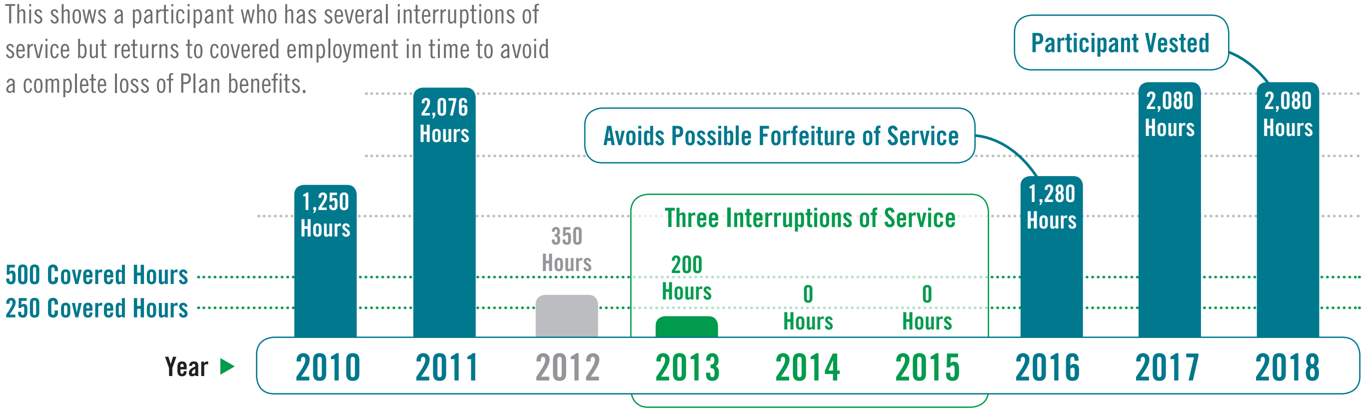
Remember, your hours of service include your covered hours and certain other types, such as hours of non-covered employment and disability absence hours (explained next).

Forfeiture & Interruption of Service Rules

The following examples help explain your Plan's forfeiture and interruption of service rules.

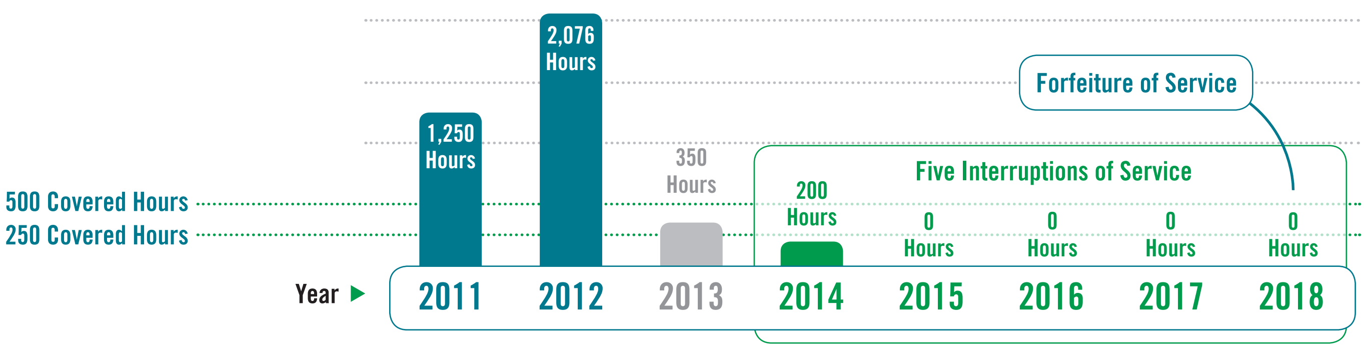
Example 1 Benefits Protected (Vesting in 2018)

This shows a participant who has several interruptions of service but returns to covered employment in time to avoid a complete loss of Plan benefits.



Example 2 Benefits Not Protected (Forfeiture on December 31, 2018)

This shows a participant who does not return to covered employment in time and loses all Plan benefits because of a forfeiture of service.



Year of Vesting Service | Interruption of Service | Neither

Hours of Service That Protect Your Benefits

Even if you are not working in covered employment or go on a reduced work schedule, your Plan counts certain time away from covered employment as hours of service.

Some hours of service help you avoid an interruption of service and also count toward vesting:

- Hours of *non-covered employment*
- Hours of *disability absence*
- Hours of *military service*
- Hours of certain *non-covered Teamster work*

Other hours of service while on maternity or paternity leave can help you avoid an interruption of service but do not count as hours of service for vesting. All of these hours of service are explained next.

Hours of Service for Disability Absence

The Plan offers certain protections from loss of benefits for eligible participants whose Teamster careers are interrupted due to disabilities that may or may not be permanent.

If you are totally disabled from working in your Teamster job in any month, you can qualify for special hours of service to bring your total hours for that month up to 50. Hours of service you earn due to a total disability count toward vesting and can help protect you from a complete loss of Plan benefits. They do not count for any other purpose.

To qualify for disability absence hours, you must meet *all* of the following requirements:

1. Your total disability must begin within three years after a calendar year when you were an active participant, and
2. During your first 36 months of disability, you must show by medical evidence that you are totally disabled from performing your usual Teamster job, and
3. If your total disability lasts more than 36 months, you can continue to qualify for disability absence hours by documenting your total disability with a *Social Security Disability Award Certificate* showing your eligibility for a disability benefit. If this certificate is not available, the disability must be documented with medical evidence verifying that you cannot engage in any substantial gainful activity because of a physical or mental disability.

If it turns out you need disability absence protection, you can apply for it at any time up to your retirement.

Because you must provide evidence of your disability, you are encouraged to contact your Area Administrative Office as soon as possible after your period of disability ends. Medical records and statements from your physicians are easier to obtain at that time rather than if you wait until retirement.

Your Area Administrative Office provides you with a form on which you can explain why you were not able to work in your usual Teamster occupation. You also receive an explanation of the types of proof of disability you may provide to establish your right to this protection.

Note: *Special procedures apply to handling your application for this disability absence protection.* *See page 98.*

Military Service

If your covered employment is interrupted by a call to active duty in the U.S. Armed Forces and you meet certain other requirements, you may qualify to have your period of *military service* count as covered employment.

If you qualify, your time in the military counts as covered employment from the date you leave covered employment with your employer through the date you return to covered employment with the same employer. You are credited with covered hours, contributions and vesting service for your period of military service just as if you remained actively working for your same covered employer. This pension credit applies when determining all benefits available under the Plan including survivor benefits.

Hours of service for non-covered employment (see Chapter 2) can help protect you from a complete loss of Plan benefits. You may be eligible for hours of non-covered employment if you are working for a covered employer but your job is not covered by the Plan. Contact your Area Administrative Office if you think you may be eligible for non-covered employment.

To qualify, you must meet *all* of the following requirements:

1. You must leave covered employment to enter military service, and
2. Your period of military service must not be longer than limits set by law (usually not more than five years), and
3. You must return to covered employment within the period set by law (usually within 90 days of your discharge date), and
4. You must return to covered employment for the same employer who was your last covered employer before your induction (see exceptions on this page), and
5. You must receive an honorable discharge or its equivalent under U.S. military law.

Not all types of military service count under these rules. If you think your military service may qualify, contact your Area Administrative Office as soon as possible. You need to provide a copy of your *Discharge Papers* for verification.

If you qualify to have your period of military service counted as covered employment, your Area Administrative Office credits you with covered hours using the formula explained below (unless your employer and local union have agreed on a different formula that credits you with a greater number of covered hours).

The formula looks to the average number of covered hours per month you earned with your covered employer in the 12 months just before you left covered employment with that employer to enter military service. You are then credited with the same number of covered hours per month during the period starting with the date you left covered employment with that employer to enter military service until the date you returned to covered employment with that same employer after leaving military service.

Exceptions

- If you die or become totally and permanently disabled while in military service, the requirement that you return to covered employment is waived.
- If you work in an industry (such as the construction or convention trades) where you are required to obtain work through a hiring hall, the hiring hall is considered to be your employer under these rules.

If you have questions about your pension rights under federal veterans laws, call your Area Administrative Office. You can also find information on the Internet by searching *USERRA the Law.*

Hours of Service for Certain Non-Covered Teamster Work

If you leave covered employment and find another Teamster job not covered by this Plan, your work may count toward vesting and help protect you from a complete loss of Plan benefits.

For each month you work as a Teamster outside the Plan, you are credited with up to 50 hours of service, provided you meet *all* of the following requirements:

1. Your work must be in a bargaining unit represented by a Teamster local union in the 13 Western states, and
2. The bargaining unit you work in must never have been covered by the Plan or must have left the Plan before you were employed in that unit, and
3. Your work must begin within three years after a calendar year when you were an active participant, and
4. You must return to covered employment and again become an active Plan participant within two years after you leave your non-covered Teamster job.

Hours of service you earn under this rule count toward vesting and help protect you from a complete loss of Plan benefits. They do not count for any other purpose.

See Chapter 2 for an explanation of when you are considered an active participant.

Maternity & Paternity Leave

If you cannot work at least 250 covered hours in a calendar year because you are on a *maternity* or *paternity leave* from a covered employer, you may qualify for protection from an interruption of service.

You must meet *all* of the following requirements to qualify for this protection:

1. You must be on leave from your job with a covered employer, and
2. Your leave must begin after 1986, and
3. Your leave must be for one of the following reasons:
    - Your pregnancy, or
    - Birth of your child, or
    - Placement of a child with you in connection with your adoption of the child, or
    - Caring for the child for the period immediately following the birth or placement.

To receive credit for your leave, you must send written proof that your leave was for one of the reasons listed above to your Area Administrative Office within one year after your leave begins.

If your leave qualifies, you are credited with eight hours of service for each normal work day during your leave, up to a maximum of 250 hours of service for any one pregnancy or adoption placement.

These hours of service only count toward preventing an interruption of service in the year your leave begins or in the following year. They do not count as hours of service for vesting or any other purpose.

Other Changes in Participant Status

If your participant status changes in any way not explained in this chapter—if, for example, you transfer to a non-covered job or the organization you work for is sold or bankrupt—your Plan benefits may be affected.

If you are not vested, you can have a *complete loss of Plan benefits*. Even if you are vested, these types of changes can result in a loss of recent coverage (see Chapter 6) or *PEER eligibility* (see Chapter 8).

Here are some situations that may affect your status as a Plan participant:

- You leave your employer but do not go to work in covered employment for another employer.
- You move from a covered job to a non-covered job with the same employer.
- Your employer goes out of business or sells out to another company that does not assume the obligation to continue contributing under your collective bargaining agreement.
- Your employer files for bankruptcy.
- Your employer no longer has a collective bargaining agreement with your local union.
- Your employer and your local union agree to terminate participation in the Plan.
- Your local union stops being your collective bargaining representative.

If you lose Plan coverage for any reason, contact your Area Administrative Office to verify your current vesting status and the impact that ending your Plan coverage may have on your eligibility to receive benefits.

Special Forfeiture Rule Before 1976

Break in Service

If you had a break in service under the Plan before 1976 and were not yet eligible for retirement, the rules regarding loss of benefits that were in effect at that time apply to your service before the break.

Before 1969, you broke your service if you had a total of less than 600 covered hours in two consecutive calendar years.

After 1968 but before 1976, the rules depended on whether you earned 7,500 covered hours:

- If you had *at least* 7,500 covered hours, a break in service occurred if you earned less than 600 covered hours in three consecutive calendar years.
- If you had *less than* 7,500 covered hours, a break in service occurred if you earned less than 600 covered hours in two consecutive calendar years.

If you had a break in service before 1976, you cannot get credit for any coverage, contributions or past employment under the Plan before your break in service (unless you qualify to have forfeited service restored under the Plan's pre-1976 restored covered hours rule as explained next).

Pre-1976 Restored Covered Hours Rule

Long-time Plan participants who lost contributory service credit because of a two-year or three-year break in service before 1976 may qualify to have their contributory service credit restored so that it can be counted when calculating Plan benefits.

To qualify, you must meet *all* of the requirements shown below:

1. You worked in covered employment before 1976 and lost Plan credit for that work because of a break in service that occurred before 1976 (explained to the left), and
2. You returned to covered employment after that break and became vested in your new Plan benefits by December 31, 2003, and
3. You had no forfeitures of service after December 31, 1975. See page 12 for a summary of the forfeiture of service rules that apply after 1975, and
4. You did not retire before 1999.

If you meet all four of these requirements, all pre-1976 covered hours that you lost will be restored and counted for the following purposes:

Five-Year Average Benefit

Your restored covered hours increase your future service credits under the Plan's five-year average formula used to calculate your benefits for covered employment before 1987. See Chapter 5 for an explanation of the five-year average benefit formula.

Years of Contributory Service

You earn an additional year of contributory service for each year in which 500 or more covered hours are restored. Years of contributory service are important because they may help you qualify for increased early retirement benefits—through PEER, for example. See Table 5 on page 43 for a summary of the types of early retirement and the rules for each.

Years of Service

You earn an additional year of service for each year in which 500 or more covered hours are restored. Remember, you may qualify for higher benefit percentages under your Plan's contribution account formula for your covered work in years after your 20th year of service. See Chapter 4 for an explanation of years of service.

Limitations

You cannot use restored covered hours to help you vest. Also, the restored covered hours rule only applies to covered hours you lost because of a break in service before 1976. It does not apply to any non-contributory past employment credit that you might have lost because of a break in service. The rule also does not apply to hours you lost because of a forfeiture of service after 1975.

If you worked in covered employment before 1976, contact your Area Administrative Office to find out if you qualify to have any lost covered hours restored.

Be sure to check with your Area Administrative Office whenever you have questions about changes that can mean a loss of covered employment or a reduced work schedule. Find out what you can do to prevent a loss of benefits.

CHAPTER 4

Contribution Account Benefit

This chapter explains the benefit you earn for your covered employment in 1987 and later under the contribution account benefit formula.

Important Topics

- Contribution Account Benefit Formula
- Contributory Service Benefit
- Years of Service
- Your Contributory Service Benefit
- Past Employment
- Special Limitations
- Non-Contributory Service Benefit
- Intermediate Employment

4

Contribution Account Benefit Formula

If you join the Plan in 1987 or later, all your retirement benefits are calculated under the contribution account benefit formula explained in this chapter.

If you joined the Plan before 1987, your benefits are earned under two different formulas: The *five-year average benefit* earned for your covered work through 1986 (explained in Chapter 5) and the *contribution account benefit* earned for your covered work in 1987 and later (explained in this chapter).

Under the *contribution account benefit formula*, you earn a monthly retirement benefit based on a percentage of the basic contributions your employers make for all your contributory service (covered hours) after 1986. This is called your *contributory service benefit*.

In most cases, your contribution account benefit equals your contributory service benefit. However, if you first join the Plan after 1986, you may also qualify for a *non-contributory service benefit* based on your employment before you entered the Plan (see pages 26-27).

Or, if you rejoin the Plan after 1986 as part of a new bargaining unit, you may qualify for a non-contributory service benefit based on your employment between your two periods of covered employment (see page 28).

If you qualify, your contribution account benefit equals the total of your contributory service benefit plus your non-contributory service benefit.

There is no maximum to the benefit you can earn under the contribution account benefit formula. Your benefit grows each month that your employer makes contributions to the Pension Trust on your behalf.

The Internal Revenue Service does place a maximum on the total monthly benefit you can receive from this Plan. See Chapter 14 where this limit is discussed.

Your contribution account benefit is based on your covered employment after 1986 up to your pension effective date. You earn a percentage of all the basic contributions covered employers make for your covered employment after 1986.

All basic contributions your employer makes for your covered work count toward your monthly pension. But remember to check if your collective bargaining agreement limits the number of hours your employer is required to contribute on your behalf (see page 4).

Table 1 Contribution Account Benefit Percentages

Calendar Year	If the calendar year begins before you earn 20 years of service, then the benefit percentage for the calendar year is:	If the calendar year begins after you earn 20 years of service, then the benefit percentage for the calendar year is:
1987 through 1991	2.00%	2.65%
1992 through 1996	2.30%	3.05%
1997 through 1999	2.46%	3.26%
2000 through 2002	2.70%	3.58%
Jan. 1, 2003 through June 30, 2003	2.20%	2.92%
July 1, 2003 through Dec. 31, 2003	1.20%	1.20%
2004 through 2006	1.20%	1.20%
2007	1.65%	1.65%
2008	2.00%	2.65%
2009 through 2013	1.20%	1.20%

Note: As you can see, for some years the benefit percentage is different than others. These percentages are made possible by the financial performance of your Pension Plan. The Trustees continue to monitor the funding status of your Pension Plan with an eye to future changes in the benefit percentages based on the Plan's financial performance.

This table shows benefit percentages through 2013. Visit the Plan's website at **www.wctpension.org** or contact your Area Administrative Office for benefit percentages after 2013.

Contributory Service Benefit

Beginning in 1987, you earn a contributory service benefit that is a percentage of all the basic contributions your employers make for your covered hours after 1986.

Benefit Percentages

Your contributory service benefit is calculated by multiplying all the basic contributions your employers pay into the Pension Trust for your covered employment in each calendar year after 1986 by the benefit percentage that applies to that year. The results from all of those years are then added together to arrive at your total contributory service benefit.

The benefit percentage is not the same for every year. The benefit percentage for some years also depends on whether your covered employment in that year occurs during your first 20 years of service or comes after your first 20 years of service. Years of service are explained on the next page.

Table 1 above shows the specific benefit percentages that apply to each period of covered employment from 1987 forward.

Years of Service

Your *years of service* are only used to determine when you cross the 20 years of service line. You cross that line at the end of your 20th calendar year of service.

You earn one year of service for:

- Each calendar year that ends during your period of unbroken past employment, up to a maximum of 10 years (see page 24).
- Each calendar year of vesting service that ends on or after your first covered hour under the Plan (see Chapter 2).

You cannot earn more than one year of service during a calendar year.

Although only basic employer contributions for your covered employment after 1986 count when calculating your contribution account benefit, *all* your years of service (both before and after January 1, 1987) count when adding up your years of service.

This also includes years of vesting service you earn based on non-covered employment (explained in Chapter 2).

Example Determining Your Years of Service

The participant in this example first became covered under the Plan on January 1, 1984. He was entitled to continuous past employment for the period of January 1980 through December 1983 (see discussion of past employment on page 24). Combining his years of past employment and his years of vesting service, he completes his 20th year of service on December 31, 2000. So in some years after 2000, he may qualify for a different benefit percentage (see Table 1 to the left).

Year	Covered Hours	Years of Service
1980	Past Employment	1
1981	Past Employment	2
1982	Past Employment	3
1983	Past Employment	4
1984	800	5
1985	1,000	6
1986	2,080	7
1987	2,080	8
1988	500	9
1989	0	9
1990	800	10
1991	1,000	11
1992	2,080	12
1993	2,080	13
1994	2,080	14
1995	750	15
1996	500	16
1997	1,000	17
1998	1,500	18
1999	2,080	19
2000	2,080	20
This participant crosses 20 Years of Service line on December 31, 2000		
2001	2,080	21
2002	2,080	22
2003	450	22

Calculating Your Contributory Service Benefit

Your contributory service benefit is based on all your covered employment after 1986 up to your date of retirement.

Remember, if you joined the Plan before 1987, your retirement benefit is based on the combined total of your contribution account benefit and your five-year average benefit (explained in Chapter 5).

The steps below show how your contributory service benefit is calculated. Table 2 on page 23 gives you an easy way to estimate the monthly benefit you can earn each year based on the basic contribution rate that applies to your covered hours during that year (as listed in your collective bargaining agreement).

To calculate your contributory service benefit, you need to know the following:

- **Total Covered Hours**—How many covered hours did you work in a year?
- **Pension Rate**—What is your basic pension contribution rate during the year?
- **Benefit Percentage**—What is the benefit percentage for the year?

Step 1—Multiply the total number of covered hours you work in a calendar year times your basic pension contribution rate during that year (as listed in your collective bargaining agreement). This gives you your total contributions for the year.

Note: If your contribution rate changes during the year, the new rate only applies to covered hours after the change.

Total Annual Hours
x
Pension Rate
=
Total Annual Contributions

Step 2—Multiply the total contributions calculated in the first step times the benefit percentage for the applicable year (Table 1 on page 19 provides the benefit percentages through 2013). This gives you the monthly benefit you earned in that year.

Note: If the year you are calculating is after 2013, visit the Plan's website at www.wctpension.org or contact your Area Administrative Office for the current benefit percentage.

Total Annual Contributions
x
Benefit Percentage
=
Monthly Benefit for the Year

Step 3—Steps 1 and 2 are repeated for each year and then added together to determine your final monthly contributory service benefit at normal retirement (age 65).

Monthly Benefit for the Year
+
Monthly Benefit for Each Additional Year
=
Total Contributory Service Benefit

Your basic contribution rate is set in your collective bargaining agreement. It does not include supplemental PEER contributions that your employer may be required to make. See *Types of Contributions* in Chapter 1 for more information.

Most contracts have monthly or yearly maximums on employer contributions. See *Covered Hours* in Chapter 1 for more information.

Example How a Contributory Service Benefit is Calculated

This example shows how the method explained on the opposite page is used to calculate a participant's contributory service benefit. In this example, the participant has continuous Plan coverage since January 1987 and completes his 20th year of service on December 31, 2006. He plans to retire at the beginning of 2014.

His basic employer contributions for each year are multiplied by the applicable benefit percentage to determine his monthly benefit earned for that year. Note: *Since the participant completed 20 years of service in 2006, the benefit percentage is higher (2.65%) for his covered work in 2008.*

Year	Total Years of Service	Total Hours	Contribution Rate	Year's Basic Contributions	Benefit Percentage	Monthly Benefit Earned
2000	14	2,080	$2.15	$4,472	2.70%	$120.74
2001	15	2,080	$2.20	$4,576	2.70%	$123.55
2002	16	2,080	$2.25	$4,680	2.70%	$126.36
Jan-Jun 2003	17	1,040	$2.30	$2,392	2.20%	$52.62
Jul-Dec 2003	17	1,040	$2.30	$2,392	1.20%	$28.70
2004	18	2,080	$2.35	$4,888	1.20%	$58.66
2005	19	2,080	$2.40	$4,992	1.20%	$59.90
2006	20	2,080	$2.45	$5,096	1.20%	$61.15
This participant crosses 20 Years of Service line on December 31, 2006						
2007	21	2,080	$2.50	$5,200	1.65%	$85.80
2008	22	2,080	$2.55	$5,304	2.65%	$140.56
2009	23	2,080	$2.60	$5,408	1.20%	$64.90
2010	24	2,080	$2.65	$5,512	1.20%	$66.14
2011	25	2,080	$2.70	$5,616	1.20%	$67.39
2012	26	2,080	$2.75	$5,720	1.20%	$68.64
2013	27	2,080	$2.80	$5,824	1.20%	$69.89

Contributory Service Benefit 2000-2013 ▸	$1,195.00
+ Contributory Service Benefit 1987-1999 ▸	$1,090.00
= Total Monthly Contributory Service Benefit ▸	$2,285.00

From 1987 through 1999, the participant earns a contributory service benefit of $1,090.00 per month. For the period of 2000 through 2013, he earns a contributory service benefit of $1,195.00 per month. This benefit is combined with his contributory service benefit earned from 1987 through 1999 for a total benefit of $2,285.00 per month.

Table 2 Monthly Benefit Earned Based on Different Contribution Rates

Use this table to estimate the monthly normal retirement benefit earned based on different contribution rates. Pension calculations are complex and your own benefit amount depends on your exact work history. Your Area Administrative Office can provide you with an estimate of benefits upon request.

					Your Monthly Benefit Earned for the Year Assumes 2,080 Covered Hours Each Year				
					Regardless of the Number of Years of Service You Have		If You Have 20 or Fewer Years of Service	If You Have More than 20 Years of Service	Regardless of the Number of Years of Service You Have
Basic Contribution Rate		Total Annual Covered Hours		Total Annual Employer Contributions	2006 1.20%	2007 1.65%	2008 2.00%	2008 2.65%	2009 & Beyond 1.20%
$0.10	×	2,080	=	$208.00	$2.50	$3.43	$4.16	$5.51	$2.50
$0.25	×	2,080	=	$520.00	$6.24	$8.58	$10.40	$13.78	$6.24
$0.50	×	2,080	=	$1,040.00	$12.48	$17.16	$20.80	$27.56	$12.48
$1.00	×	2,080	=	$2,080.00	$24.96	$34.32	$41.60	$55.12	$24.96
$1.25	×	2,080	=	$2,600.00	$31.20	$42.90	$52.00	$68.90	$31.20
$1.50	×	2,080	=	$3,120.00	$37.44	$51.48	$62.40	$82.68	$37.44
$1.75	×	2,080	=	$3,640.00	$43.68	$60.06	$72.80	$96.46	$43.68
$2.00	×	2,080	=	$4,160.00	$49.92	$68.64	$83.20	$110.24	$49.92
$2.50	×	2,080	=	$5,200.00	$62.40	$85.80	$104.00	$137.80	$62.40
$3.00	×	2,080	=	$6,240.00	$74.88	$102.96	$124.80	$165.36	$74.88
$3.50	×	2,080	=	$7,280.00	$87.36	$120.12	$145.60	$192.92	$87.36
$4.00	×	2,080	=	$8,320.00	$99.84	$137.28	$166.40	$220.48	$99.84
$4.50	×	2,080	=	$9,360.00	$112.32	$154.44	$187.20	$248.04	$112.32
$5.00	×	2,080	=	$10,400.00	$124.80	$171.60	$208.00	$275.60	$124.80
$5.50	×	2,080	=	$11,440.00	$137.28	$188.76	$228.80	$303.16	$137.28
$6.00	×	2,080	=	$12,480.00	$149.76	$205.92	$249.60	$330.72	$149.76
$6.50	×	2,080	=	$13,520.00	$162.24	$223.08	$270.40	$358.28	$162.24
$7.00	×	2,080	=	$14,560.00	$174.72	$240.24	$291.20	$385.84	$174.72
$7.50	×	2,080	=	$15,600.00	$187.20	$257.40	$312.00	$413.40	$187.20
$8.00	×	2,080	=	$16,640.00	$199.68	$274.56	$332.80	$440.96	$199.68
$8.50	×	2,080	=	$17,680.00	$212.16	$291.72	$353.60	$468.52	$212.16
$9.00	×	2,080	=	$18,720.00	$224.64	$308.88	$374.40	$496.08	$224.64
$9.50	×	2,080	=	$19,760.00	$237.12	$326.04	$395.20	$523.64	$237.12
$10.00	×	2,080	=	$20,800.00	$249.60	$343.20	$416.00	$551.20	$249.60

Past Employment

Certain work performed before you first become covered by the Plan (called *past employment*) may count when calculating your retirement benefit. If you qualify, your unbroken past employment is used to calculate either of the following:

- *Non-contributory service benefit* under the contribution account benefit formula (if your first covered hour is in 1987 or later), or
- *Past service credits* under the five-year average benefit formula (if your first covered hour is before 1987—see Chapter 5).

If you qualify, unbroken past employment can also count as years of service when determining your contributory service benefit (see page 20).

Periods of self-employment (that is, employment as a sole proprietor or partner) do not qualify as past employment.

Your past employment does not count for vesting or protect you from a loss of Plan benefits.

Exception: In some cases, your hours of work before you first become covered by the Plan may count toward your vesting (see pages 7-8).

There are two types of past employment. You can qualify for either or both depending on your situation:

- Continuous past employment
- Special past employment

Continuous Past Employment

Continuous past employment is your unbroken employment with an employer before the employer starts making contributions to the Plan for your bargaining unit. To qualify, you must be a member of that bargaining unit when it becomes covered by the Plan, that unit must not have previously participated in the Plan and you cannot have any prior Plan coverage.

Your continuous past employment is broken if you worked less than 600 hours for the employer in any two consecutive calendar years after being hired. Your employment before the break will not count toward your continuous past employment. To help protect you from a break, each month you are away from work with the employer because of an approved leave of absence, qualified disability absence or qualified military leave counts as 50 hours of work.

You do not qualify for continuous past employment if you are a corporate officer at the time of your first covered hour or earlier.

Special Past Employment

Special past employment is your unbroken employment after age 30 in a bargaining unit represented by a Teamster local union located within the 13 Western states. To qualify, you cannot have any breaks between this employment and your covered employment and you cannot have any prior Plan coverage.

Your special past employment is broken if you did not work in this type of employment for more than 10 consecutive calendar months. Your employment before the break will not count toward your special past employment. To help protect you from a break, each month you are away from this type of employment because of a qualified disability absence or qualified military leave counts as a month of work.

Special past employment does not include any period of your work that already counts as continuous past employment.

If you are a corporate officer at the time of your first covered hour or earlier, you qualify for special past employment only if that period of past employment was covered by a collective bargaining agreement with a Teamster local union located within the 13 Western states.

You do not qualify for special past employment if you are in a bargaining unit represented by a Teamster local union outside the West at the time of your first covered hour.

Special Limitations on Past Employment

Certain employee groups do not qualify for any past employment or their past employment may be limited. These groups and limitations are described on this page.

Employee Groups with No Past Employment

You do not qualify for any past employment if you are employed in one of the following groups at the time of your first covered hour:

- An employee group represented by a Teamster local union outside the 13 Western states if the group has participated in another defined benefit pension plan. See chart to the right for details.
- An employee group employed by a Teamster local union outside the 13 Western states.

Employee Groups with Limited or No Past Employment

You may not qualify for any past employment or your past employment may be limited if you are employed in one of the following groups at the time of your first covered hour:

- An employee group represented by a Teamster local union outside the 13 Western states if the group has not previously participated in another defined benefit pension plan. If you are employed in one of these groups, you do not qualify for any past employment except as determined by the Trustees when the group is accepted into the Plan. See chart to the right for details.
- An employee group that enters the Plan as a result of a certified change of collective bargaining representative, and benefit liabilities are transferred from another multiemployer pension plan to the Western Conference of Teamsters Pension Plan. If you are employed in one of these groups, you do not qualify for any past employment except as determined by the Trustees when the group is accepted into the Plan.
- An employee group that was covered under the Plan at some time in the past, left the Plan and has been approved to rejoin the Plan. If you are employed in one of these groups, you do not qualify for any past employment except as determined by the Trustees when the group is accepted into the Plan.

Employee Groups Outside the West

Limitations on Past Employment

If you enter the Plan as part of a collective bargaining unit represented by a Teamster local union outside the 13 Western states, you may not qualify for any past employment or your past employment may be limited.

No Past Employment

If Unit Covered by Another Defined Benefit Pension Plan

Employees do not qualify for any past employment credit if the unit has been covered by another defined benefit pension plan, including:

- Any Teamster multiemployer or Taft-Hartley defined benefit pension plan.
- Any other multiemployer or Taft-Hartley defined benefit pension plan if the unit is participating in that plan while represented by a Teamster local union.
- Any other defined benefit pension plan maintained by your employer (for example, a *single employer* or *company* plan) if the unit participates in that plan while represented by a Teamster local union.

This restriction only applies if the unit was covered under any of these types of defined benefit pension plans within five years of the date the unit first becomes covered under the Western Conference of Teamsters Pension Plan. This restriction does not apply to defined contribution plans such as a 401(k) plan.

Possible Past Employment

If Unit Not Covered by Another Defined Benefit Pension Plan

The Board of Trustees conducts an actuarial review of the unit to determine whether employees qualify for past employment. If the Board is satisfied the unit meets predefined actuarial benchmarks, employees qualify for continuous past employment under the rules described on page 24. If the unit does not meet these benchmarks, employees are not eligible for any past employment.

Note: Employees in these units cannot earn more than five years of non-contributory service based on their past employment. This limitation does not apply if the unit first became covered under the Plan before 2012.

Non-Contributory Service Benefit Based on Past Employment

If your first covered hour in the Plan is after 1986 and you qualify for past employment, you may be eligible for a *non-contributory service benefit*.

Your non-contributory service benefit is based on your total years and months of past employment. See page 24 for an explanation of past employment.

Eligibility

To qualify for a non-contributory service benefit based on *past employment*, you must meet *all* of the following conditions:

1. Your first covered hour must be after 1986, and
2. You must qualify for past employment, and
3. You must complete at least one year of contributory service in a calendar year that ends *after* your first covered hour and *before* your 10th anniversary under the Plan.

If you are eligible for a non-contributory service benefit, you need to be familiar with two key terms:

- Year of non-contributory service
- Year of contributory service

Note: *If you leave covered employment and rejoin the Plan after 1986 as part of a new bargaining unit, you may also be eligible for a non-contributory service benefit based on your intermediate employment. The rules that apply to this type of non-contributory service benefit are explained on page 28.*

Year of Non-Contributory Service

You are credited with one full year of non-contributory service for each full year of unbroken past employment. (You earn 1/12 of a year of non-contributory service for each full month of unbroken past employment.)

You cannot earn more than 10 years of non-contributory service and your years of non-contributory service can never be greater than the period of your unbroken past employment. Also, your total years of non-contributory service cannot be *more than twice* your total years of contributory service.

Put another way, every year of contributory service you complete converts two years of your unbroken past employment into years of non-contributory service. This is sometimes called the *two-for-one* rule.

For example, suppose you enter the Plan with nine years and two months of unbroken past employment. You leave the Plan having completed four years of contributory service. Under the *two-for-one rule*, you are limited to eight years of non-contributory service because that's twice the number of your years of contributory service.

Continuing with this example, if you leave the Plan with five or more years of contributory service, you qualify for nine years and two months of non-contributory service. Under the *two-for-one rule*, your limit is either 10 years (twice the number of your five years of contributory service), or your total period of unbroken past employment, whichever is less. Remember, you can never qualify for more than 10 years of non-contributory service.

Note: If some cases, the maximum past employment you can earn toward your non-contributory service benefit may be less than 10 years. See page 25 for details.

Year of Contributory Service

Each calendar year in which you complete at least 500 covered hours counts as one of your years of contributory service.

How to Calculate Your Non-Contributory Service Benefit

There are three steps to figuring your non-contributory service benefit:

Step 1—Calculate the average amount of basic contributions paid for your covered employment in each of your first five years of contributory service (years when you earned at least 500 covered hours). Contributions for calendar years that begin on or after your 10th anniversary under the Plan cannot be used to calculate your non-contributory service benefit.

Step 2—Take 1.20% of your average annual contributions from Step 1. This amount determines the value of each year of non-contributory service you have earned. If your first covered hour under the Plan is before *July 1, 2003*, the percentage used to determine your non-contributory service benefit is 2.00% rather than 1.20%.

Step 3—Multiply the result from Step 2 by your years of non-contributory service.

The result from Step 3 is your non-contributory service benefit. Add this amount to your contributory service benefit to determine your total contribution account benefit.

Example How a Non-Contributory Service Benefit is Calculated

Based on Time Before Joining the Plan

This participant was working in a Teamster unit when it first came into the Plan on January 1, 2013. She had no prior Plan coverage. For this example, assume she was continuously employed with her employer since January 1, 2003. After five years of Plan coverage, she is entitled to a non-contributory service benefit based on all 10 years of past employment. Because she earned at least five years of contributory service after joining the Plan, those 10 years of past employment qualify her for the maximum of 10 years of non-contributory service.

The chart at right shows the participant's hours and basic contributions from 2013 (when she first entered the Plan) through 2017.

Year	Total Hours	Contribution Rate	Basic Contributions
2013	1,380	$1.50	$2,070
2014	2,080	$1.50	$3,120
2015	2,080	$1.75	$3,640
2016	2,080	$2.00	$4,160
2017	2,080	$2.00	$4,160
			Total: $17,150

Here is how this participant's non-contributory service benefit is calculated.

The **first step** calculates her average annual contributions. Because 2013 through 2017 are her first five years of contributory service, these years are used to calculate the average. Her basic employer contributions are added together and divided by five to arrive at her average annual contributions.

$17,150 ÷ 5 = $3,430
Average Annual Contributions

The **second step** takes 1.20% of the average annual contributions. **Note:** *Because the participant in this example first entered the Plan in 2013, the percentage used to calculate this non-contributory service benefit is 1.20%. If your first covered hour is before July 1, 2003, the percentage used is 2.00%.*

$3,430 X 1.20% = $41.16

The **third step** is to multiply the result from step two by the participant's years of non-contributory service up to a maximum of 10.

X 10

Monthly Non-Contributory Service Benefit $411.60

This participant's non-contributory service benefit of $411.60 is added to her contributory service benefit to figure her total contribution account benefit. Let's say this participant's contributory service benefit equals $205.80. That would mean she would earn a total contribution account benefit of $617.40 per month at normal retirement. See Chapter 7 for details about normal retirement.

$411.60 + $205.80 = $617.40

Note: This participant had 10 years of past employment. If you have less than 10 years of past employment (even as little as one month), you could receive a non-contributory service benefit based on that past employment. Your Area Administrative Office can explain your non-contributory service benefit if you have less than 10 years of past employment.

Special limitations on past employment may apply if you enter the Plan as part of a specific type of employee group. These limitations are explained on page 25.

Non-Contributory Service Benefit Based on Intermediate Employment

If you leave covered employment and later rejoin the Plan after 1986 as part of a new Teamster bargaining unit, you may be eligible for a non-contributory service benefit based on your intermediate employment.

Intermediate employment is your unbroken non-covered employment with an employer before that employer first starts contributing to the Plan for your unit.

Eligibility

If you leave covered employment at any time and then rejoin the Plan after 1986 as part of a new Teamster bargaining unit, you may be eligible for a non-contributory service benefit. This benefit is based on your total years and months of intermediate employment.

To qualify for a non-contributory service benefit based on your intermediate employment, you must meet *all* of the following conditions:

1. You must be a member of a Teamster bargaining unit when it becomes covered by the Plan, and
2. Your bargaining unit must enter the Plan after 1986, and
3. You must not have a forfeiture of service while you are away from covered employment, and
4. Your bargaining unit must never have been covered under the Plan.

The rules on intermediate employment are similar to those for past employment as explained on page 24.

Up to 10 years of intermediate employment may be recognized. However, if you receive credit for years of past employment under the Plan's five-year average benefit formula (see Chapter 5) or contribution account benefit formula (see page 26), the 10-year maximum is reduced by those years of past employment.

The formula for calculating a non-contributory service benefit based on intermediate employment is similar to the formula used for calculating a non-contributory service benefit based on past employment as explained on page 26.

The same special limitations that apply to past employment if you enter the Plan as part of a specific type of employee group also apply to intermediate employment. These limitations are explained on page 25.

Your Area Administrative Office can provide more information about how this benefit is calculated and whether you qualify.

CHAPTER 5

Five-Year Average Benefit

This chapter explains the benefit you earn under the Plan's five-year average formula for covered employment before 1987. If you joined the Plan before 1987, you should read this chapter. If your Plan coverage starts in 1987 or later, you can skip this chapter (since all of your benefits are earned under the contribution account benefit formula explained in Chapter 4).

Important Topics

- Five-Year Average Formula
- Future Service Credits
- Past Service Credits
- Five-Year Average Rate
- Benefit Factors

Five-Year Average Formula

Under the five-year average formula, you earn a monthly retirement benefit based on your covered hours and past employment, if any, up through 1986. This is called your *five-year average benefit*.

Your five-year average benefit is determined in four steps:

Step 1—Determine your total past and future service credits (up to 33 1/3 total credits).

Step 2—Calculate your five-year average rate.

Step 3—Use your five-year average rate to determine your benefit factor.

Step 4—Multiply your benefit factor by your total service credits.

The result is your five-year average benefit payable at normal retirement age.

Step 1

Determine Your Total Past and Future Service Credits

The amount of your five-year average benefit depends on how many service credits you earn. Your service credits are the total of the past service credits and future service credits you earn through December 31, 1986 (up to a combined maximum of 33 1/3 service credits). You cannot earn past or future service credits for your work after 1986.

Note: *Service credits are not the same as years of vesting service and are not used to determine whether you are vested.*

Future Service Credits

To determine your future service credits, your Plan divides your total covered hours up through December 31, 1986 by 1,875. This means you earn one full future service credit for each 1,875 covered hours you completed before 1987. You may also earn partial future service credits as shown below.

Example Calculating Future Service Credits

	Year 1	Year 2	Year 3	Year 4	Year 5
Covered Hours ▶	2,080	1,500	1,875	2,000	2,080

Assume you worked the covered hours shown above for years before 1987. Your covered hours add up to 9,535. These covered hours when divided by 1,875 provide you with 5.09 future service credits.

Past Service Credits

If your first covered hour under the Plan is before 1987, you may qualify for past service credits based on your past employment, as explained in Chapter 4.

Your Plan has certain limits on the number of past service credits you can earn. In general, you earn one past service credit for each year of past employment you are eligible for, up to the maximum shown below.

If Your First Covered Hour is:	Then:
Before January 1, 1974	You earn up to a maximum of 18 1/3 past service credits based on your past employment.
Between January 1, 1974 and December 31, 1986	You earn up to a maximum of 10 past service credits but not more than twice the number of your covered hours divided by 1,875.

Note: If your first covered hour is between January 1, 1974 and December 31, 1979, you may qualify for more than 10 past service credits. Your Area Administrative Office can provide more information.

Step 2

Calculate Your Five-Year Average Rate

The amount of your five-year average benefit also depends on your *benefit factor* as determined by your five-year average contribution rate. Your five-year average rate is the average of the contribution rates paid on your behalf in the five most recent calendar years up through 1991.

You must have earned at least 500 covered hours in a calendar year for that year to be used in determining your five-year average rate.

For seasonal employees working in the food processing industry, the covered hour requirement is 250.

Your *five-year average rate* is calculated as follows:

1. Figure an average yearly contribution rate for each of the five most recent calendar years up through 1991 when you had at least 500 covered hours.
2. Add up the five yearly rates.
3. Divide the total of the five yearly rates by 5. The result is your five-year average rate.

If you do not have five years before 1992 in which you had at least 500 covered hours per year, your five-year average rate equals the total contributions made on your behalf up through 1991 divided by your total covered hours up through 1991.

Example Calculating Your Five-Year Average Rate

Year	Total Employer Contributions		Total Covered Hours		Average Yearly Rate
1986	$625.00	÷	500	=	$1.25
1987	$2,025.00	÷	1,500	=	$1.35
1988	$280.00	÷	200		Less than 500 covered hours so the year cannot be used.
1989	$3,120.00	÷	2,080	=	$1.50
1990	$3,300.00	÷	2,000	=	$1.65
1991	$1,400.00	÷	800	=	$1.75

Years after 1991 cannot be used.

Total for Five Years ▸ **$7.50**

Five-Year Average Rate: $7.50 ÷ 5 ▸ **$1.50**

Note: In this example, 1986, 1987, 1989, 1990 and 1991 are the last five years before 1992 when this participant earned at least 500 covered hours.

Your five-year average benefit is based on your service credits through 1986 and your five-year average rate through 1991.

Step 3

Determine Your Benefit Factor

Once your five-year average rate is calculated, the next step is to determine the benefit factor for that rate. To find your benefit factor, look up your five-year average rate on Table 3 to the right.

The benefit factors shown in Table 3 apply if you are an active Plan participant at any time since 1985. If you do not meet this requirement or if your five-year average rate is not shown, contact your Area Administrative Office to find out your benefit factor.

Step 4

Multiply Your Benefit Factor by Your Total Service Credits

To complete the calculation of your five-year average benefit, multiply the benefit factor that applies to your five-year average rate by the total service credits you earned. The result is your five-year average benefit.

There are special rules to calculate benefits for those who have not been active Plan participants since 1985. If you think these rules apply to you, contact your Area Administrative Office.

Table 3 Five-Year Average Benefit Factors

This table shows monthly benefit amounts under the five-year average formula for sample participants with 10, 20 and 33 1/3 service credits. The amounts are shown for a range of typical five-year average rates payable at normal retirement age (usually age 65). All monthly benefits are rounded to the next higher 50¢. They also assume that these participants choose the life only pension. Under other forms of payment, the amounts are different. See Chapter 12 for information about benefit payment options.

Note: If your five-year average rate is not shown, contact your Area Administrative Office.

Your Five-Year Average Rate	Benefit Factor For Each Service Credit	Total Service Credits		
		10	20	33 1/3 Max.
$.05	$1.786	$18.00	$36.00	$60.00
$.10	$3.571	$36.00	$71.50	$119.50
$.25	$8.857	$89.00	$177.50	$295.50
$.50	$17.339	$173.50	$347.00	$578.00
$.75	$25.821	$258.50	$516.50	$861.00
$1.00	$33.918	$339.50	$678.50	$1,131.00
$1.25	$41.329	$413.50	$827.00	$1,378.00
$1.50	$48.739	$487.50	$975.00	$1,625.00
$1.75	$56.150	$561.50	$1,123.00	$1,872.00
$2.00	$63.561	$636.00	$1,271.50	$2,119.00
$2.50	$78.382	$784.00	$1,568.00	$2,613.00

Example Calculating Your Five-Year Average Benefit

Assume you have the maximum 33 1/3 service credits and a five-year average rate of $1.50. Your benefit factor from Table 3 above is $48.739.

Total Service Credits		Benefit Factor (Based on Five-Year Average Rate of $1.50)		Five-Year Average Benefit
33 1/3	X	$48.739	=	$1,625

Your five-year average benefit is added to your contribution account benefit (based on your Plan coverage after 1986) to arrive at your total normal retirement benefit. Chapter 4 explains how your contribution account benefit is calculated.

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CHAPTER 6

Recent Coverage

This chapter explains recent coverage—and why it is important if you want to qualify for your highest possible Plan benefits. It shows the different types of benefits available with and without recent coverage.

Important Topics

- Benefits Available With & Without Recent Coverage
- Recent Coverage at Retirement
- Recent Coverage if You Die Before Retirement

About Recent Coverage

This chapter explains *recent coverage* and why it's important if you want to qualify for your highest possible Plan benefits. You need to understand the different types of benefits available with and without recent coverage.

Your Plan has two separate recent coverage rules—one that applies when you retire and another that applies if you die before retirement. These rules are explained on page 35.

Recent coverage affects more than just your benefit amount. It's one of the key requirements for qualifying for a higher early retirement benefit, PEER benefit, disability benefit and certain death benefits.

The chart to the right highlights many ways that recent coverage impacts the Plan benefits that you or your survivors may receive.

To understand the recent coverage rules, you need to first become familiar with *four* important terms (explained next).

Important Terms

60-Month Period
A period of 60 consecutive calendar months.

Year of Contributory Service
You earn a year of contributory service each year you work at least 500 covered hours.

Earliest Retirement Date
Usually, your earliest retirement date is your 55th birthday. However, if you are not vested when you reach age 55, your earliest retirement date is postponed until the end of the month in which you vest.

Under the Rule of 84 and PEER, your earliest retirement date can be before age 55. See Chapter 8.

A different date may apply if you become totally and permanently disabled before your earliest retirement date. See Chapter 9.

Pension Effective Date
Your pension effective date is the date when your Plan benefits are first payable. It must be the first of the month. See Chapter 11.

Benefits Available With & Without Recent Coverage

Recent coverage is essential if you want to qualify for your highest possible Plan benefits. This chart shows the different types of benefits available to you and your family or Plan beneficiary with and without recent coverage. Notice how you'll lose important benefits if you don't have recent coverage.

The Plan has two separate recent coverage rules, one that applies when you retire and the other that applies if you die before retirement. These rules are explained on the next two pages.

Retirement Benefits	Benefits Available With Recent Coverage	Benefits Available Without Recent Coverage
Disability Retirement	Yes	No
Early Retirement	Yes	Yes, but Less
Rule of 84	Yes	No
PEER Program	Yes	No
Death & Survivor Benefits Death Before Retirement		
Spouse Lifetime Benefit	Yes	Yes, but Less
48-Month Death Benefit	Yes	No
Lump Sum Death Benefit	Yes	Yes
Child Survivor Benefit	Yes	No
Death & Survivor Benefits Death After Retirement		
Spouse Lifetime Benefit	Yes	Yes, but Less
Four-Year Certain Death Benefit	Yes	No
Optional Lump Sum Death Benefit	Yes	Yes
Child Survivor Benefit	Yes	No

Note: While recent coverage is important, it's not the only requirement for these benefits. Each benefit has other rules you need to meet before you can receive your Plan benefits (explained in later chapters).

Recent Coverage Rules

In general, you have recent coverage if you work at least 1,500 covered hours during the 60-month period ending just before your pension effective date (or ending with the month of your death if before retirement).

If you have recent coverage when you complete 25 years of contributory service, it's yours for good. You have *locked in* your recent coverage protection. You can't lose it by going on a reduced work schedule or leaving covered employment entirely. This is true even if you are many years away from retirement.

These recent coverage rules are explained in the charts to the right.

The charts on the opposite page provide examples of how you meet the recent coverage rule on your earliest retirement date. They also help you see how you can lock in your recent coverage.

Note: *If you leave covered employment or go on a reduced work schedule before benefits begin, you can lose recent coverage. Without it, you may not qualify for all Plan benefits or get the most out of the Plan for your covered employment (even if you're vested). For example, you would not be eligible for disability retirement benefits and would have lower early retirement benefits.*

Recent Coverage at Retirement

As the chart on page 34 shows, many of your Plan's retirement and after-retirement death benefits are only available if you have recent coverage at retirement.

Here are the three ways you can have recent coverage at retirement. Once you meet any one of them, your recent coverage cannot be lost.

Your Earliest Retirement Date

You have 1,500 covered hours in the 60-month period ending just before your earliest retirement date.

Your Pension Effective Date

You have 1,500 covered hours in the 60-month period ending just before your pension effective date.

25 Years of Contributory Service—Lock-In Rule

You have 1,500 covered hours in any 60-month period ending after you complete 25 years of contributory service.

Note: *There are additional recent coverage rules if you are applying for a disability retirement benefit. For more information, see Chapter 9.*

Recent Coverage if You Die Before Retirement

If you die before retirement, many of your Plan's death and survivor benefits are only available to your family and Plan beneficiary if you have recent coverage when you die (see the chart on page 34).

Here are the three ways you can satisfy the recent coverage requirement if you die before retirement.

Your Date of Death is Before Your Earliest Retirement Date

You have 1,500 covered hours in the 60-month period ending with the month of your death.

Your Date of Death is After Your Earliest Retirement Date

You have 1,500 covered hours in the 60-month period ending with the month that begins just before your earliest retirement date or if later, your date of death.

25 Years of Contributory Service—Lock-In Rule

You have 1,500 covered hours in any 60-month period ending after you complete 25 years of contributory service.

Example A Recent Coverage—Earliest Retirement Date

Assume the participant's earliest retirement date is January 1, 2014 when he reaches age 55. In the 60-month period beginning January 1, 2009 and ending December 31, 2013, he worked 2,500 covered hours. Since he worked at least *1,500* covered hours in the 60-month period ending just before his earliest retirement date (January 1, 2014), he has recent coverage. His recent coverage stays secure even if he stops covered employment and does not retire until later.

Year ▶	2008	2009	2010	2011	2012	2013	Earliest Retirement Date
Covered Hours Worked ▶	1,000	500	500	500	500	500	Jan. 1, 2014 Age 55
		60-Month Period 2009 through 2013					

Example B Recent Coverage—Lock-In Rule

Assume another participant entered the Plan in 1988 at age 23. She leaves covered employment at the end of 2012 after completing 25 years of contributory service (calendar years with at least 500 covered hours). Recent coverage would be tested by looking at the *60-month period* ending with the date she completes 25 years of contributory service (January 2008 through December 2012). In this period, she actually worked 2,500 covered hours, exceeding the 1,500 covered hour requirement. Although her earliest retirement date will be January 1, 2020 (when she is age 55), her recent coverage is locked in. For more information on the benefits of maintaining recent coverage, see page 34.

Year ▶	2007	2008	2009	2010	2011	2012	2013 & Beyond	Earliest Retirement Date
Contributory Service Years ▶	20	21	22	23	24	25	Recent Coverage Locked In	Jan. 1, 2020 Age 55
Covered Hours Worked ▶	At Least 500 Each Year	500	500	500	500	500		
		60-Month Period 2008 through 2012						

As long as you continue to work at least 500 covered hours each calendar year until your earliest retirement date, you won't lose your recent coverage. Check with your Area Administrative Office about your exact situation.

CHAPTER 7

Normal Retirement

This chapter explains how your retirement benefit is calculated if you decide to retire at age 65—the Plan's normal retirement age—or later. If you retire later than age 65, your benefit is higher.

Important Topics

- Normal Retirement—Ages 65 to 70
- Normal Retirement Benefit
- Pension Effective Date
- Late Retirement Factors
- Automatic Retirement—Age 70

Normal Retirement—Ages 65 to 70

Once you are vested and reach normal retirement age (usually age 65), you can choose to begin receiving your benefits at any time up to age 70. You are not required to retire from employment; you can still work for the same employer or any other employer. It does not matter how many hours you work.

If you join the Plan within two years of your 65th birthday, your normal retirement age is the second anniversary of your first covered hour.

Note: *If you are not vested when you reach your normal retirement age, you cannot retire until the month after you become vested. See Special Vesting Rule—Ages 65 and Over in Chapter 2.*

Benefit Amount

If you choose to begin receiving your benefits at age 65, you will receive 100% of your normal retirement benefit. If you decide to start receiving your benefits later, your normal retirement benefit is increased for each month after age 65 that you delay your retirement up to age 70. This is called your *late retirement factor*. Table 4 on page 39 shows a list of late retirement factors.

The chart to the right shows how your normal retirement benefit is determined.

Normal Retirement Benefit

No matter which type of retirement benefit you receive (normal, early or disability), the amount is always based on your normal retirement benefit.

Your normal retirement benefit is the total of:

Your **five-year average benefit** for your covered employment *before 1987* (see Chapter 5) based on Total Service Credits earned through 1986 times Benefit Factor	**+**	Your **contribution account benefit** for covered employment in *1987 and into the future* (see Chapter 4) based on Percentage of Basic Contributions earned after 1986

The calculation of your retirement benefit amount always starts with your normal retirement benefit. The monthly benefit you actually receive can be adjusted up or down depending on your age at retirement as explained in this chapter, Chapter 8 and Chapter 9. It is adjusted further if you choose a form of pension payment other than the life only pension (see Chapter 12).

Your collective bargaining agreement may control whether you can still continue your covered work after you start receiving your retirement benefits.

Many contracts have rules that concern loss of seniority or other rights at retirement. Be sure to find out about these rules beforehand from your local union or employer if you are age 65 or over and intend to continue working for the same employer after your pension starts.

Table 4 Late Retirement Factors

Your late retirement factor is a percentage of your normal retirement benefit based on your exact age on the pension effective date you choose. Remember, your normal retirement benefit includes any benefits you earn for your covered employment after age 65 up to age 70.

	Age in Completed Years Percentage of Normal Retirement Benefit					
Completed Months	65	66	67	68	69	70
0	100.0%	109.6%	119.2%	128.8%	138.4%	148.0%
1	100.8%	110.4%	120.0%	129.6%	139.2%	—
2	101.6%	111.2%	120.8%	130.4%	140.0%	—
3	102.4%	112.0%	121.6%	131.2%	140.8%	—
4	103.2%	112.8%	122.4%	132.0%	141.6%	—
5	104.0%	113.6%	123.2%	132.8%	142.4%	—
6	104.8%	114.4%	124.0%	133.6%	143.2%	—
7	105.6%	115.2%	124.8%	134.4%	144.0%	—
8	106.4%	116.0%	125.6%	135.2%	144.8%	—
9	107.2%	116.8%	126.4%	136.0%	145.6%	—
10	108.0%	117.6%	127.2%	136.8%	146.4%	—
11	108.8%	118.4%	128.0%	137.6%	147.2%	—

If you are still working in covered employment on your pension effective date, your retirement benefit is calculated using only the covered hours and basic employer contributions you earn up to your elected pension effective date. However, you may qualify for a pension increase based on your covered employment after your pension effective date (see Chapter 13).

Pension Effective Date

Once you reach your normal retirement age, you can choose to have your retirement benefit start on the first of any month between ages 65 and 70, even if you are still working. You must apply for benefits with your Plan's Area Administrative Office and the Plan's *retro payment rule* will apply. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

Late Retirement Factor

If you wait to retire after age 65, your normal retirement benefit is based on all your covered hours up to your pension effective date and is multiplied by a late retirement factor. Each month you wait increases your late retirement factor. Table 4 above shows how your late retirement factor increases, up to the Plan maximum of 148% if your pension begins at age 70.

Automatic Retirement—Age 70

Once you reach age 70, you must start drawing your retirement benefits, even if you keep working in covered employment past age 70. Your benefit amount is calculated in the same way as if you chose to retire at age 70 (as explained on the previous page).

Your pension effective date will be the first of the month following your 70th birthday. If your 70th birthday falls on the first of a month, your pension effective date will be the first day of that month.

To avoid substantial tax penalties, you should file your application no later than your 70th birthday so your actual pension payments start before April 1 following the year when you turn age 70½. *If you miss this deadline and are no longer working, the Internal Revenue Service can impose substantial penalties on you.*

Example Late Retirement Benefit

After Age 65

Assume that your normal retirement benefit at age 65 is $1,500. If you decide to wait three more years so benefits begin at age 68, the late retirement factor makes your benefit higher even if you decide not to stay in covered employment for those three years.

Normal Retirement Benefit (Age 65)		Late Retirement Factor (Table 4, Age 68)		Late Retirement Benefit (Age 68)
$1,500	x	128.8%	=	$1,932

If you are near age 70 or already over age 70, and have not yet filed a retirement application, contact your Area Administrative Office immediately. To avoid or minimize any tax penalties, you need to file a completed retirement application with your Area Administrative Office so your benefit payments can begin as soon as possible. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

Note: *If you have any questions about these or other tax issues affecting your benefits, contact your personal tax advisor or the Internal Revenue Service.*

CHAPTER 8

Early Retirement

This chapter explains the four types of early retirement benefits—and the rules that apply to each. If you qualify for PEER or the Rule of 84 or have recent coverage, your benefit is higher. You must be retired from employment to receive early retirement benefits.

Important Topics

- Types of Early Retirement Benefits
- PEER
- Rule of 84
- With Recent Coverage
- Without Recent Coverage
- Early Retirement Benefit Amount
- Early Retirement Factors

Types of Early Retirement Benefits

Your Plan offers *four* types of early retirement benefits for vested participants who retire before their normal retirement age (age 65):

- Early retirement benefits under a PEER program.
- Early retirement benefits under the Rule of 84.
- Early retirement benefits with recent coverage.
- Early retirement benefits without recent coverage.

The eligibility requirements for the four types of benefits are similar in many ways. But the date you choose as your *pension effective date* and your *monthly benefit amount* may vary depending on which early retirement benefit you receive.

Since most of these early retirement benefits are only available to participants with recent coverage at retirement, check Chapter 6 for information about recent coverage.

Table 5 on the next page summarizes the four types of early retirement benefits available to vested participants. It briefly describes the eligibility requirements, earliest retirement date and benefit amount for each retirement type.

Before you can begin receiving early retirement benefits you must be considered *retired from employment*. The retirement from employment rules are explained in more detail in Chapter 11. If you fail to meet these rules, your retirement benefit is canceled. You must pay back all benefit payments you received and you need to reapply for retirement when you meet all retirement eligibility rules.

In general, you have recent coverage at retirement if you work at least 1,500 covered hours during the 60-month period ending just before your pension effective date.

If you have recent coverage when you complete 25 years of contributory service, it is yours for good. You have locked in your recent coverage protection.

Once you retire from employment before age 65, you forfeit or lose your right to receive your retirement benefit payment for any calendar month when you work in suspendible employment and the hours you work equal or exceed the applicable *hours limit*. These rules only apply up to age 65.

Chapter 13 explains these rules in more detail and how your reemployment after retirement can affect your eligibility to receive your retirement benefits. It's important that you contact your Area Administrative Office if you have any questions regarding working after retirement.

Early Retirement Benefit Amount

No matter which type of early retirement benefit you receive, the amount is always based on your normal retirement benefit.

Remember, your normal retirement benefit is the *total* of:

- Your five-year average benefit for your covered employment before 1987 (see Chapter 5), and
- Your contribution account benefit for covered employment in 1987 and later (see Chapter 4).

Your early retirement benefit is calculated by multiplying your normal retirement benefit by your *early retirement factor*.

Table 8 on page 49 shows a list of early retirement factors for each type of early retirement benefit. The factor is based on your exact age on your pension effective date and the type of early retirement benefit you are eligible to receive.

As Table 8 shows, the PEER programs let you retire early with unreduced benefits at any age after you are eligible. If you have recent coverage, you can retire early with unreduced benefits at age 62 or later.

All four types of early retirement benefits are explained on the pages that follow.

Table 5 Types of Early Retirement Benefits

Percentage of Normal Retirement Benefit

Age at Retirement	Eligibility Requirements	Benefit Amount
Early Retirement Benefit Under PEER		
Any Age up to 62	• Vested • Recent coverage • Meet PEER age and contributory service requirement • Meet 1,000-Hour PEER requirement	You can retire at any age and receive 100% of your normal retirement benefit.
Early Retirement Benefit Under Rule of 84		
Any Age up to 62	• Vested • Recent coverage • Combined age and years of contributory service must equal at least 84	You can retire at any age and receive an enhanced early retirement benefit. For example, you receive 65% of your normal retirement benefit if you retire at age 55, up to 100% if you retire at age 62.
Early Retirement Benefit With Recent Coverage		
Ages 55 to 65	• Vested • Recent coverage	You can retire as early as age 55. If you retire at age 55 with recent coverage, you receive 54.4% of your normal retirement benefit. You receive 100% if you retire at age 62 or later.
Early Retirement Benefit Without Recent Coverage		
Ages 55 to 65	• Vested • No recent coverage	You can retire as early as age 55 and receive 40% of your normal retirement benefit. Or, you can retire later and the percentage increases. At age 62, you receive 78.4% and at age 65, 100% of your normal retirement benefit.

Recent Coverage Rule	Normal Retirement Benefit
You have recent coverage at retirement if you work at least 1,500 covered hours during the 60-month period ending just before your pension effective date. If you have recent coverage when you complete 25 years of contributory service, it's yours for good. You have locked in your recent coverage protection. See Chapter 6 for details about recent coverage.	Your normal retirement benefit is the total of your contribution account benefit and five-year average benefit. See Chapters 4 and 5.

The PEER Levels

Each PEER level has its own lowered age and service requirements for early retirement.

PEER/84

You can retire with unreduced benefits when your combined age plus years of contributory service add up to 84 or more. **Example:** If you are age 52 at retirement and have 32 years of contributory service, you meet the age and contributory service requirement for PEER/84.

PEER/82

You can retire with unreduced benefits when your combined age plus years of contributory service add up to 82 or more. **Example:** If you are age 52 at retirement and have 30 years of contributory service, you meet the age and contributory service requirement for PEER/82.

PEER/80

You can retire with unreduced benefits when your combined age plus years of contributory service add up to 80 or more. **Example:** If you are age 52 at retirement and have 28 years of contributory service, you meet the age and contributory service requirement for PEER/80.

Early Retirement Under PEER

The *Program for Enhanced Early Retirement* (PEER) allows long-service participants to retire before age 62 with benefits that are not reduced for early retirement.

Three PEER Levels

There are three PEER levels (PEER/84, PEER/82 and PEER/80), each with its own lowered age and service requirements (see the boxes above).

To participate in one of these levels, your covered unit must negotiate a supplemental PEER contribution paid by your covered employer in addition to the basic contribution rate.

Eligibility

To qualify for early retirement benefits under PEER, you must satisfy *all* of the following PEER requirements:

1. Be vested and under age 62, and
2. Have recent coverage at retirement, and
3. Meet the age and contributory service requirements under the PEER level negotiated in your pension agreement (see Table 6 on page 45), and
4. Work at least 1,000 covered hours under your PEER pension agreement in the 24-months ending just before your pension effective date or have previously *locked in* your PEER coverage after you had 25 or more years of contributory service. (PEER Lock-in is described on page 47.)

Just because you may work under a PEER agreement now or later does not mean you qualify for enhanced early retirement benefits.

PEER Pension Agreement. The pension agreement you work under qualifies as a PEER pension agreement if *two* requirements are met:

1. Your employer and your local union must agree in writing to participate in the same PEER level for all employees covered by the pension agreement. The Board of Trustees must accept this election to participate in PEER.
2. Your employer must agree to make supplemental PEER contributions to the Plan for your work (and the work of all other employees covered by the pension agreement).

You can find out whether you are working under a PEER pension agreement (and, if so, at which PEER level) by contacting your Area Administrative Office.

Supplemental PEER Contributions. To participate in one of the three PEER levels (PEER/84, PEER/82 or PEER/80), your covered unit must negotiate a supplemental PEER contribution paid by your employer in addition to the basic contribution rate.

The supplemental contribution percentage for PEER/84 is **6.5%** of your basic employer contributions. Each level beyond PEER/84 requires an additional **5%** supplemental payment from your employer:

- PEER/84 – **6.5%**
- PEER/82 – **11.5%**
- PEER/80 – **16.5%**

Supplemental PEER contributions are not used to calculate Plan benefits. They help pay for enhanced early retirement benefits through PEER.

Year of Contributory Service. You earn one *year of contributory service* for each calendar year in which you complete at least 500 covered hours. You can only earn one year of contributory service for each calendar year. Past employment and hours of service that are not covered hours do not count toward your years of contributory service. For example, hours of disability absence do not count as covered hours.

1,000-Hour Requirement. There are *two* ways you can meet the *1,000-hour requirement*.

- If you have less than 25 years of contributory service, you must work at least 1,000 covered hours under your PEER pension agreement in the 24-month period ending just before your pension effective date, or
- If you have 25 or more years of contributory service, you can meet the 1,000-hour requirement if you have PEER lock-in protection (explained on page 47).

Any covered hours you complete under a PEER pension agreement that are not within the applicable 24-month period do not count toward meeting the 1,000-hour requirement.

Table 6 PEER

Age & Contributory Service Requirements

This table shows how the age and contributory service rules work under each PEER level, based on your age in completed years on your pension effective date.

	Minimum Years of Contributory Service Required		
Your Age on Pension Effective Date (Completed Years)	PEER/84	PEER/82	PEER/80
50	34	32	30
51	33	31	29
52	32	30	28
53	31	29	27
54	30	28	26
55	29	27	25
56	28	26	24
57	27	25	23
58	26	24	22
59	25	23	21
60	24	22	20
61	23	21	19

1,000-Hour Requirement

PEER/84

You meet the 1,000-hour requirement for PEER/84 if you work at least 1,000 PEER/84 hours under a PEER pension agreement in the 24-month period ending just before your pension effective date. PEER/84 hours are covered hours for which your employer is required to make supplemental PEER contributions at the PEER/84 rate.

PEER/82

You meet the 1,000-hour requirement for PEER/82 if you work at least 1,000 PEER/82 hours under a PEER pension agreement in the 24-month period ending just before your pension effective date. PEER/82 hours are covered hours for which your employer is required to make supplemental PEER contributions at the PEER/82 rate.

PEER/80

You meet the 1,000-hour requirement for PEER/80 if you work at least 1,000 PEER/80 hours under a PEER pension agreement in the 24-month period ending just before your pension effective date. PEER/80 hours are covered hours for which your employer is required to make supplemental PEER contributions at the PEER/80 rate.

Covered hours that you work on or after your pension effective date do not count toward the 1,000-hour requirement.

A special rule applies if your bargaining unit negotiates into a higher PEER level. If you have less than 25 years of contributory service, you only meet the 1,000-hour requirement for that higher level when you earn at least 1,000 PEER hours at the higher PEER level in the 24-month period just before your pension effective date. Once you have 25 years of contributory service, you meet the 1,000-hour requirement for the higher PEER level by having 1,000 PEER hours at the higher PEER level in any 24-month period ending after your 25th year of contributory service.

Benefit Amount

Your early retirement benefit under PEER is equal to 100% of your normal retirement benefit no matter what age you decide to retire.

This amount assumes that you choose the life only pension. If you choose a form of payment other than the life only pension, your benefit amount is different. See Chapter 12 for information about benefit payment options.

The example on page 50 shows a sample calculation of an early retirement benefit with PEER.

Example How to Qualify for PEER/80

At age 40, this participant has 58 points toward the 80 points he needs under PEER/80. Each year he works under the Plan moves him two points closer to qualifying for PEER/80. He gets one point for each birthday and another for each year of contributory service.

Year	Age		Years of Contributory Service		Total Points PEER/80
2003	40	+	18	=	58
2014	51	+	29	=	80

If this participant keeps working under a PEER/80 pension agreement, he can meet the PEER/80 age and contributory service requirement as early as age 51. He must also meet other requirements to qualify for unreduced early retirement benefits under PEER/80 (as explained earlier in this chapter).

How PEER Eligibility Can Be Lost

Even if you are covered under a PEER pension agreement and meet all PEER requirements, it is possible to lose your PEER eligibility. If too much time goes by between the last day you work under a PEER pension agreement and your pension effective date, you may not qualify for early retirement benefits under PEER (unless you have already locked in your PEER coverage at an earlier date). See page 47.

Before you decide to retire, make sure you have the required 1,000 covered hours under your PEER pension agreement during the 24-month period ending just before your desired pension effective date (unless you have already locked in your PEER coverage at an earlier date). You can find out if you meet this and the other PEER requirements by contacting your Area Administrative Office.

Example PEER Lock-in Protection

The example below shows how a participant could meet the rules for PEER Lock-in.

Assume the following:

- Participant works in full-time covered employment, earning 25 years of contributory service.
- Participant is age 52 when he completes his 25th year of contributory service.
- Participant works at least 1,000 covered hours under PEER/80 during the 24 months ending with his 25th year of contributory service.

Although the participant in this example only has 77 points, he has *locked in* his PEER/80 protection. He can leave covered employment and retire at age 55 and his benefit will still be 100% of his normal retirement benefit. In three more years, at age 55, he can retire under PEER/80 because he'll have at least 80 points.

Age		Years of Contributory Service		Total Points		PEER Status
52	+	25	=	77	▶	PEER/80 Locked In
53	+	25	=	78	▶	
54	+	25	=	79	▶	
55	+	25	=	80	▶	Eligible to retire under PEER/80

The participant will have earned three additional points based on his age (55+25=80).

If this participant wants to retire sooner or increase his pension amount, he can continue working in covered employment.

PEER Lock-in protection allows you to retire with 100% of your normal retirement benefit once you meet all of the PEER eligibility requirements. This applies even if you leave covered employment or take a job with a covered employer who does not have PEER.

PEER Lock-in Protection
Your Plan includes a *lock-in* feature that helps you protect your eligibility under the Program for Enhanced Early Retirement (PEER). With this feature, you can lock in your PEER coverage once you have 25 or more years of contributory service.

If you complete 25 years of contributory service, you can lock in your PEER coverage by working at least 1,000 covered hours under your PEER pension agreement during any 24-month period that ends on or after your 25th year of contributory service.

This lock-in protection means that even if your covered employment stops for any reason, you can take PEER retirement once you have the required PEER points to retire under your PEER level.

The example above shows how PEER lock-in protection helps a participant who leaves covered employment with 25 years of contributory service but before becoming PEER eligible.

Pension Effective Date
You can choose to have your early retirement benefit under PEER start on the first of any month after you meet all the PEER requirements. Keep in mind that under PEER you must meet the 1,000-hour requirement in the 24 months ending just before your pension effective date (unless you have already locked in your PEER coverage at an earlier date).

Your pension cannot begin until you stop all work for covered employers and former covered employers, including non-covered employment (see pages 68-69).

You must apply for benefits with your Area Administrative Office. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

Early Retirement Under Rule of 84

The *Rule of 84* allows long-service participants who do not qualify for a PEER program to retire at any age (even before age 55). Unlike PEER, early retirement benefits under the Rule of 84 are reduced but are still higher than under the other types of early retirement benefits payable at the same age.

To qualify for early retirement benefits under the Rule of 84, you must satisfy *all three* of the following requirements:

1. Be vested and under age 62, and
2. Have recent coverage at retirement, and
3. Meet the age and contributory service requirement for the Rule of 84 (see Table 7 to the right).

Benefit Amount

Your early retirement benefit under the Rule of 84 is calculated by multiplying your normal retirement benefit by your *early retirement factor*. Table 8 on page 49 shows a partial list of Rule of 84 early retirement factors. Your own early retirement factor is based on your exact age (in completed years and months) on your pension effective date.

This amount assumes that you choose the life only pension. If you choose a form of payment other than the life only pension, your benefit amount is different. See Chapter 12 for information about benefit payment options. The example on page 50 shows a sample calculation of an early retirement benefit under the Rule of 84.

Table 7 Rule of 84

Age & Contributory Service Requirements

This table shows how the age and contributory service rules work under the Rule of 84, based on your age in completed years on your pension effective date.

Your Age on Pension Effective Date (Completed Years)	Minimum Years of Contributory Service Required
50	34
51	33
52	32
53	31
54	30
55	29
56	28
57	27
58	26
59	25
60	24
61	23

Year of Contributory Service

You earn one *year of contributory service* for each calendar year in which you complete at least 500 covered hours. You can only earn one year of contributory service for each calendar year. Past employment and hours of service that are not covered hours (for example, hours of non-covered employment) do not count toward your years of contributory service.

Pension Effective Date

You can choose to have your early retirement benefit start on the first of any month after you first become eligible for early retirement under the Rule of 84. However, your pension cannot begin until you stop all work for covered employers and former covered employers, including non-covered employment (see Chapter 11).

You must apply for benefits with your Area Administrative Office. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

Table 8 Early Retirement Factors

Percentage of Normal Retirement Benefit

This table gives a *partial list* of early retirement factors for each type of early retirement. Your own early retirement factor is based on your exact age in years and completed months on your pension effective date. If your exact age is not shown, contact your Area Administrative Office for the factor that applies to you.

Exact Age on Pension Effective Date	Early Retirement Benefit without Recent Coverage	Early Retirement Benefit with Recent Coverage	Early Retirement Benefit with Rule of 84	Early Retirement Benefit with PEER
50	N/A	N/A	45.0%	100%
51	N/A	N/A	49.0%	100%
52	N/A	N/A	53.0%	100%
53	N/A	N/A	57.0%	100%
54	N/A	N/A	61.0%	100%
55	40.0%	54.4%	65.0%	100%
56	44.8%	59.2%	69.0%	100%
57	49.6%	64.0%	73.0%	100%
58	54.4%	71.2%	78.4%	100%
59	59.2%	78.4%	83.8%	100%
60	64.0%	85.6%	89.2%	100%
61	71.2%	92.8%	94.6%	100%
62	78.4%	100%	100%	100%
63	85.6%	100%	100%	100%
64	92.8%	100%	100%	100%
65	100%	100%	100%	100%

Early Retirement With Recent Coverage

If you are vested and have recent coverage at retirement, you can retire as early as age 62 with a benefit that is not reduced for early retirement.

If you are not yet age 62, you can retire as early as age 55, but your benefit is reduced for early retirement. Your benefit may still be higher than if you do not have recent coverage at retirement.

To qualify for this early retirement benefit, you must meet *all* of the following requirements:

1. Be vested, and
2. Have recent coverage at retirement (see Chapter 6 for details), and
3. Be at least age 55.

Benefit Amount

Your early retirement benefit with recent coverage is calculated by multiplying your normal retirement benefit by your *early retirement factor.*

Table 8 above shows a partial list of early retirement factors with recent coverage. Your own early retirement factor is based on your exact age (in completed years and months) on your pension effective date.

This amount assumes that you choose a life only pension. If you choose a form of payment other than the life only pension, your benefit amount is different. See Chapter 12 for information about benefit payment options.

The example on the next page shows a sample calculation of an early retirement benefit with recent coverage.

Example Early Retirement Benefit

Assume you want to retire at age 55 and your normal retirement benefit is $1,500 on that date. This example shows the retirement benefit you can receive under each type of early retirement. These amounts assume that you choose the life only pension. If you choose another form of payment, the amounts are different. See Chapter 12 for information about benefit payment options.

Type of Retirement	Normal Retirement Benefit		Early Retirement Factor (Table 8, Age 55)		Early Retirement Benefit at Age 55
Early Retirement under PEER/84, PEER/82 or PEER/80	$1,500	x	100.0%	=	$1,500
Early Retirement with Rule of 84	$1,500	x	65.0%	=	$975
Early Retirement with Recent Coverage	$1,500	x	54.4%	=	$816
Early Retirement without Recent Coverage	$1,500	x	40.0%	=	$600

Pension Effective Date
You can choose to have your early retirement benefit start on the first of any month after you first become eligible for early retirement (usually age 55).

However, your pension cannot begin until you stop all work for covered employers and former covered employers, including non-covered employment (see Chapter 11).

You must apply for benefits with your Area Administrative Office. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

Early Retirement Without Recent Coverage

Even if you do not have recent coverage at retirement, you can retire before age 65 and as early as age 55 as long as you are vested. Your benefits are reduced for early retirement. The reduction is greater than if you have recent coverage.

To qualify for early retirement without recent coverage, you must be a vested participant between the ages of 55 and 65.

Benefit Amount
Your early retirement benefit without recent coverage is calculated by multiplying your normal retirement benefit by your *early retirement factor*.

Table 8 to the left shows a partial list of early retirement factors without recent coverage. Your own early retirement factor is based on your exact age (in completed years and months) on your pension effective date.

This amount assumes that you choose the life only pension. If you choose a form of payment other than the life only pension, your benefit amount is different. See Chapter 12 for information about benefit payment options.

The example above shows a sample calculation of an early retirement benefit without recent coverage.

Pension Effective Date
You can choose to have your early retirement benefit start on the first of any month after you first become eligible for early retirement (usually age 55).

However, your pension cannot begin until you stop all work for covered employers and former covered employers, including non-covered employment (see Chapter 11).

You must apply for benefits with your Area Administrative Office. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

Contact your Area Administrative Office whenever you have questions about your eligibility for PEER or other Plan benefits. Before you change jobs or stop covered employment, find out how your benefits may be affected.

CHAPTER 9

Disability Retirement

This chapter explains the retirement benefits you receive if you become totally and permanently disabled at any age before your 65th birthday. To qualify, you must be vested, have recent coverage and meet other requirements explained in this chapter.

Important Topics

- Eligibility
- Recent Coverage Requirements
- Disability Onset Date
- Benefit Amount
- Pension Effective Date
- Losing Eligibility

Eligibility

Your Plan provides a disability retirement benefit if you are under age 65 and meet *all* of the following requirements:

1. You are vested, and
2. You begin receiving Social Security disability benefits (the Plan considers that you begin receiving Social Security benefits on the date of entitlement shown on your *Social Security Disability Award Certificate*), and
3. You have recent coverage for disability.

If you take early retirement and then become totally and permanently disabled, you may convert your early retirement benefit to a disability benefit if:

- You meet all three of the eligibility conditions listed above, and
- Your disability onset date is no more than 24 months after the pension effective date of your early retirement benefit.

Note: *The chart on this page defines important terms discussed in this chapter such as disability onset date. Be sure to familiarize yourself with these terms as you review the eligibility requirements for a disability retirement benefit.*

Recent Coverage if Disabled Before Age 55

If you become totally and permanently disabled before age 55, there are *two* ways you can have recent coverage for disability:

- You have 1,500 covered hours in the 60-month period ending with the month of your disability onset date, or
- You have 1,500 covered hours in any 60-month period ending after you complete 25 years of contributory service but before your disability onset date.

Important Terms

60-Month Period

A period of 60 consecutive calendar months.

Year of Contributory Service

You earn a year of contributory service each year you work at least 500 covered hours.

Earliest Retirement Date

Usually, your earliest retirement date is your 55th birthday. If you are not vested when you reach age 55, your earliest retirement date is postponed until the end of the month in which you vest. Under the Rule of 84 and PEER, your earliest retirement date can be before age 55. See Chapter 8.

Disability Onset Date

Your *disability onset date* is the date (as determined by Social Security) when you first become totally and permanently disabled for purposes of Social Security disability benefits.

Typically, your disability onset date is from five to six months before the date of entitlement shown on your *Social Security Disability Award Certificate*.

Recent Coverage if Disabled After Age 55

If you become totally and permanently disabled after your earliest retirement age (usually age 55), there are *four* ways you can have recent coverage for disability:

- You can have 1,500 covered hours in the 60-month period ending with the month of your disability onset date, or
- You can have 1,500 covered hours in any 60-month period ending after your earliest retirement date but before your disability onset date, or
- You can have 1,500 covered hours in the 60-month period ending just before your earliest retirement date, or
- You can have 1,500 covered hours in any 60-month period ending after you complete 25 years of contributory service but before your disability onset date.

Note: *If you are not vested on your disability onset date, then you do not have recent coverage for disability unless you have 1,500 covered hours in the 60-month period ending with the month in which you become vested. In this situation, the Plan counts any covered hours you earn during the first 12 months after your disability onset date toward meeting the recent coverage for disability requirement. Any covered hours beyond that 12-month period are not counted.*

Example Disability Retirement Benefit

Assume that you are totally and permanently disabled at age 55 and your normal retirement benefit earned to date is $1,500. This chart shows the disability retirement benefit you can receive in different situations.

If You Qualify for	Normal Retirement Benefit				Disability Retirement Benefit
PEER/84, PEER/82 or PEER/80	$1,500	x	100.0%	=	$1,500
Early Retirement with Rule of 84 or Recent Coverage	$1,500	x	85.0%	=	$1,275

This example assumes that you are age 55. If you are age 62 or older, you are always eligible for 100% of the normal retirement benefit earned to date.

The amounts assume that you choose the life only pension. If you choose another form of payment, the amounts are different. See Chapter 12 for information about benefit payment options.

Special Recent Coverage Rule for Disability Retirement

A special recent coverage rule may apply if you do not have recent coverage for disability to qualify for a disability retirement benefit (as explained on the previous page).

This rule helps participants qualify for Plan disability retirement benefits if they become totally disabled from working in covered employment but are not yet immediately eligible for Social Security disability benefits (because they are still able to perform some types of work).

To qualify for disability retirement benefits from the Plan under this special rule, you must be totally disabled from working in your usual covered Teamster job during one or more of the 59 months just before you become totally and permanently disabled from performing any job. There are other requirements as well.

When you apply for disability retirement benefits, Plan representatives let you know if you don't have recent coverage for disability under the regular rules. They explain how to apply for a determination to find out whether you qualify under the special recent coverage rule.

You can then complete a special application form and return it with proof of your total disability from covered employment. You also receive an explanation of the types of proof of disability that are accepted.

Note: *Special procedures apply to handling your application for recent coverage under the special recent coverage rule for disability retirement. See page 98.*

Benefit Amount

If you are not yet eligible for early retirement, your disability retirement benefit equals **85%** of the normal retirement benefit you earn up to the effective date of your disability benefit.

If you are eligible for early retirement, your disability retirement benefit equals the early retirement benefit you would receive if you took early retirement rather than disability retirement.

However, your disability benefit is never less than 85% of the normal retirement benefit you earn up to the effective date of your disability benefit.

Your disability retirement benefit is calculated using only the basic employer contributions you earn up to your disability pension effective date. Contributions you earn for covered hours after that date are not included, with *one exception*. If your pension agreement specifically requires your employer to make contributions to the Pension Trust based on your disability, the Plan counts those basic contributions in the calculation of the contribution account benefit portion of your disability retirement benefit. However, this exception only recognizes basic contributions for covered hours through the month that includes the first anniversary of the last day you were actively at work or your disability onset date, whichever is earlier. Contributions for covered hours after that month are not counted.

Chapter 8 explains the types of early retirement benefits and the eligibility rules and benefit amounts for each. For example, if you qualify for PEER on the effective date of your disability benefit, your benefit is **100%** of your normal retirement benefit.

These amounts assume you choose a life only pension. If you choose a form of payment other than the life only pension, your benefit amount is different.

You must apply for benefits with your Plan's Area Administrative Office. See Chapter 11 for information on how to apply for benefits and choose your pension effective date.

When to Apply for a Disability Benefit

If you are a vested participant under age 55 and waiting to receive your *Social Security Disability Award Certificate*, you should apply for disability retirement benefits immediately.

If you are eligible for early retirement when you become disabled, you should apply for early retirement right away. This allows you to begin receiving your Plan benefit during Social Security's five-month waiting period plus additional months before your Social Security disability benefits begin. If you take early retirement and your benefit is later converted to a disability retirement benefit, your benefit amount may be adjusted.

Pension Effective Date

You can choose to have your disability retirement benefit start on the first day of any month after you become eligible for disability retirement. Your disability retirement benefit cannot begin before the date of entitlement printed on your *Social Security Disability Award Certificate*. Disability benefits continue until you are no longer eligible for Social Security disability benefits. See Chapter 11 for a more detailed explanation of the requirements for choosing a disability pension effective date.

Losing Eligibility

Your disability retirement benefit continues as long as you remain eligible for Social Security disability benefits. If you remain eligible until age 65, Plan disability benefits continue for life even if you later recover from the disability.

If you recover from your disability before age 65, Plan disability retirement benefits stop. Generally, you lose eligibility for disability benefits from the Plan when you lose eligibility for Social Security disability benefits.

If Plan disability benefits stop *before* your earliest retirement date (usually age 55), you can apply for early retirement benefits as soon as you qualify.

If Plan disability benefits stop *after* your earliest retirement date, your monthly amount is converted to an early retirement benefit (payable under the same payment option that applied to your disability benefit and in the same amount).

If you lose eligibility *before* your earliest retirement date, you must repay any disability retirement benefits you receive *after* your eligibility ends.

If your Social Security disability benefits stop, you must contact your Area Administrative Office immediately to see how your Plan benefits are affected. Do not delay.

Disability benefits continue until you are no longer eligible for Social Security disability benefits.

CHAPTER 10

Death & Survivor Benefits

Although retirement income is important, your Plan also helps protect your family's financial security after your death—either before or after retirement. By law, all pension plans must provide certain survivor benefits for married participants who are vested. Your Plan goes beyond that and provides valuable benefits to your survivors whether you are married or not.

Important Topics

- Types of Death and Survivor Benefits
- Recent Coverage
- Death Benefits Before Retirement
- Death Benefits After Retirement
- How to Apply for Death Benefits
- Naming Your Plan Beneficiary

Types of Death and Survivor Benefits

The previous chapters explained your retirement benefits. Your Plan also provides a variety of death and survivor benefits. One set is available to families of participants who die before retirement. The other is for families of participants who die after retirement.

Table 9 on page 57 lists each of your Plan's death and survivor benefits and summarizes the rules for each. Notice that some benefits are different if you have recent coverage. Others are *only* available if you have recent coverage. The rest of this chapter explains all of these benefits in detail.

Recent Coverage

The recent coverage rules are different depending on whether you die before or after retirement.

If you die *before* retirement, you have recent coverage if you work at least 1,500 covered hours during the *60-month period* ending with the month of your death or ending with the date you were first eligible to retire.

Recent Coverage if You Die Before Retirement

Here are the three ways you can satisfy the recent coverage requirement if you die before retirement.

Your Date of Death is Before Your Earliest Retirement Date

You have 1,500 covered hours in the *60-month period* ending with the month of your death.

Your Date of Death is After Your Earliest Retirement Date

You have 1,500 covered hours in the *60-month period* ending with the month that begins just before your earliest retirement date or if later, your date of death.

25 Years of Contributory Service—Lock-In Rule

You have 1,500 covered hours in any *60-month period* ending after you complete *25 years of contributory service*.

If you die *after* retirement, you have recent coverage if you have 1,500 covered hours in the *60-month period* ending just before your pension effective date.

You can also lock in your recent coverage if you earn at least 1,500 covered hours in any *60-month period* ending after you complete *25 years of contributory service*.

The chart above provides examples of how you meet the recent coverage rule on your earliest retirement date. The chart also helps you see how you can lock in your recent coverage.

See Chapter 6 for a complete explanation of recent coverage including a list of the benefits payable with and without recent coverage.

Some of the death benefits payable from the Plan are payable only to your Plan beneficiary. Your Plan's *Beneficiary Designation Form* is the only way for you to name a Plan beneficiary or cancel a previous designation. See the discussion on pages 64-66, including a sample form.

Table 9 Types of Death & Survivor Benefits

Benefits	Eligibility	Payment	Benefit Amount
Before Retirement Death Benefits			
Spouse Lifetime Pension	• Vested • Married	Monthly benefit payable to your spouse for life	*If you have recent coverage at death:* • Spouse benefit is 66 2/3% of the benefit you would receive under the employee and spouse pension • Effective immediately upon your death *If you do not have recent coverage at death:* • Spouse benefit is 50% of the benefit you would receive under the employee and spouse pension • Not effective before the date you would be age 55
Lump Sum Death Benefit	• Vested	Payable to your Plan beneficiary in a single sum	50% of the total basic contributions paid on your behalf—maximum of $10,000
48-Month Death Benefit	• Vested • Not married • Recent coverage at death	Payable to your Plan beneficiary in a single sum	48 times the monthly benefit you would receive under the life only pension
Child Survivor Benefit	• Under age 65 • At least 3,000 covered hours • Survivor benefit rate more than 21¢ • Recent coverage at death • Child under age 18 and receiving Social Security child benefit	Payable until youngest child reaches age 18	Benefit amount based on survivor benefit rate *Sample rates:* Rate — Benefit $0.28 — $125.00 $0.77 — $326.25 $2.03 — $843.75 $2.41 or more — $1,000 maximum For more rates, see page 60
After Retirement Death Benefits			
Spouse Lifetime Pension	• Retire and choose employee and spouse pension	Monthly benefit payable to your spouse for life	*If you choose:* *Regular* employee and spouse pension • Spouse benefit is 66 2/3%—with recent coverage • Spouse benefit is 50%—without recent coverage *Optional* employee and spouse pension • Spouse benefit is 75%
Optional Lump Sum Death Benefit	• Retire and choose optional lump sum death benefit	Payable to your Plan beneficiary in a single sum	12 times your benefit under the life only pension
Four-Year Certain Death Benefit	• Retire and choose life only pension • Recent coverage at retirement	Payable to your Plan beneficiary in a single sum	The difference between 48 times your life only pension minus the benefits you actually receive before your death
Child Survivor Benefit	• Under age 65 • At least 3,000 covered hours • Survivor benefit rate more than 21¢ • Recent coverage at retirement • Child under age 18 and receiving Social Security child benefit	Payable until youngest child reaches age 18	Benefit amount based on survivor benefit rate *Sample rates:* Rate — Benefit $0.28 — $125.00 $0.77 — $326.25 $2.03 — $843.75 $2.41 or more — $1,000 maximum For more rates, see page 60

Death Benefits Before Retirement

Spouse Lifetime Pension

Eligibility

Your surviving spouse receives this lifetime benefit if you are a married vested participant and die before retirement.

Note: *If you die after age 70, only the after retirement death benefits are payable, even if you don't start drawing your retirement benefits before your death.*

If You Have Recent Coverage at Death

Benefit Amount. Your surviving spouse receives **66⅔%** of the employee and spouse pension you would receive if you retired the day before your death. If you are not eligible to retire, your spouse's benefit is calculated as if you were age 55 on your date of death.

This benefit is calculated under the Rule of 84 or PEER if you are eligible for either of these early retirement benefits when you die.

Benefit Effective Date—Death Before Age 65. Once your surviving spouse applies for the spouse lifetime pension, he or she can request that benefit payments go back to the beginning of the month following your death. Or, your spouse can request a later benefit effective date up to your 65th birthday (as explained on this page and page 59).

However, under Plan rules, benefit payments cannot go back more than 23 calendar months from the date when your Area Administrative Office receives the request on the proper form (24 months if the request is received on the first day of the month).

Benefit Effective Date—Death at Age 65 or Later. Once your surviving spouse applies for the spouse lifetime pension and the application is approved, benefit payments are made back to the first of the month following your death. Your spouse cannot request a later benefit effective date.

If You Do Not Have Recent Coverage at Death

Benefit Amount. Your surviving spouse receives **50%** of the employee and spouse pension you would receive if you retired the day before your death. If you are not eligible to retire, your spouse's benefit is calculated as if you were age 55.

Benefit Effective Date—Death Before Age 65. Once your surviving spouse applies for the spouse lifetime pension, he or she can request that benefit payments go back to the beginning of the month following your death if you die after age 55.

If you die *before* age 55, your spouse can request that benefit payments begin the month after your 55th birthday.

Regardless of your age when you die, your spouse can request a later benefit effective date up to your 65th birthday.

Under Plan rules, benefit payments cannot go back more than 23 calendar months from the date your Area Administrative Office receives the request on the proper form (24 months if the request is received on the first day of the month).

Benefit Effective Date—Death at Age 65 or Later. Once your surviving spouse applies for the spouse lifetime pension and the application is approved, benefit payments go back to the first of the month following your death. Your spouse cannot request a later benefit effective date.

Your Spouse Can Choose a Later Benefit Effective Date

If you die before age 65, your surviving spouse may postpone the date when the before retirement spouse lifetime pension begins. The benefit effective date your spouse chooses cannot be later than your 65th birthday. If you die without recent coverage, the benefit effective date your spouse chooses cannot be before your earliest retirement date (see Chapter 8). The benefit effective date must always be the first day of a month.

By choosing a later benefit effective date, your spouse qualifies for an increase in the amount of his or her spouse pension in either of the following situations:

- The spouse pension increases if you die *before* your earliest retirement date and your spouse chooses to start benefit payments later than your earliest retirement date. The amount of the increase depends on the number of calendar months between your earliest retirement date and the benefit effective date requested. Table 10 on the next page shows the postponement factor used to calculate the increased benefit amount.
- The spouse pension increases if you die *after* your earliest retirement date and your spouse chooses to start benefit payments later than the month following your death. The increase depends on the number of calendar months between the month of your death and the benefit effective date requested. Table 10 on the next page shows the postponement factor used to calculate the increased benefit amount.

Note: *If your spouse dies before applying for the spouse lifetime pension, or before the benefit effective date he or she requests, no benefits are payable.*

Table 10 Postponement Factors

Before Retirement Spouse Lifetime Pension

Months	0 Years	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years
0	1.000	1.096	1.192	1.288	1.384	1.480	2.200
2	1.016	1.112	1.208	1.304	1.400	1.504	2.240
4	1.032	1.128	1.224	1.320	1.416	1.528	2.280
6	1.048	1.144	1.240	1.336	1.432	1.552	2.320
8	1.064	1.160	1.256	1.352	1.448	1.576	2.360
10	1.080	1.176	1.272	1.368	1.464	1.600	2.400

Example: Assume you are vested and die at age 50 with recent coverage. Since you have recent coverage, your spouse's benefit can begin as early as the first of the month after your death. The amount of your spouse's lifetime pension is $500 per month.

Assume your spouse decides to postpone receiving the benefit until your 60th birthday (after your earliest retirement date). A postponement factor of 1.480 would be used to calculate his or her benefit based on delaying the benefit, 10 years after your death and five years after your earliest retirement date of age 55.

Your Spouse's Lifetime Pension on Your Date of Death ▸	$500
Postponement Factor (5 Years) ▸	x 1.480
Your Spouse's Monthly Pension ▸	= $740

When your spouse applies for the before retirement spouse lifetime pension, he or she must choose a benefit effective date. On the application form, your spouse can request an estimate of the spouse pension amount based on the desired benefit effective date. The application form provides additional information on how to request this estimate.

If your spouse chooses a benefit effective date that is more than 180 days after he or she applies for benefits, the Area Administrative Office sends a reminder notice shortly before your spouse's desired benefit effective date. This notice includes a form for your spouse to reconfirm the choice of a benefit effective date and current mailing address. To start benefit payments, your spouse must complete and return this form to the Area Administrative Office. To make sure the notice is received, your spouse must keep the Area Administrative Office advised of any changes in his or her mailing address.

Child Survivor Benefit (Recent Coverage Required)

Eligibility. This benefit is payable whether or not you are vested but you must have recent coverage at death. Your eligible children receive this monthly benefit following your death if you meet *all* the requirements shown below:

1. You die before retirement and before your 65th birthday, and
2. You have recent coverage at death, and
3. You work at least 3,000 covered hours, and
4. Your survivor benefit rate is more than 21¢.

To be eligible, your child *must* be:

1. Under age 18 or have a disability that begins before age 18, and
2. Receiving Social Security survivor or disability benefits because of your death.

Benefit Amount. The amount of the child survivor benefit is figured from Table 11 to the right and is based on your survivor benefit rate. This total monthly amount is divided equally among your eligible children.

In most cases, the Plan pays each child's benefit to the person receiving Social Security benefits for that child. The survivor benefit for each child stops when that child is no longer eligible (usually age 18). After that, the survivor benefit for that child is divided among any remaining eligible children.

Child survivor benefits stop entirely when there are no longer any eligible children (usually when the youngest child reaches age 18). The example on page 62 shows how child survivor benefits are paid.

Survivor Benefit Rate. Your Plan calculates your survivor benefit rate by dividing the total basic contributions paid for your covered employment after 1991 by your total covered hours after 1991.

For participants who died before January 1, 2000, your Plan calculated their survivor benefit rate by dividing the total basic contributions paid for their covered employment after 1986 by their total covered hours after 1986.

Remember that basic contributions used do not include PEER contributions.

Table 11 Child Survivor Benefit Amount

Survivor Benefit Rate	Total Monthly Benefit
$0.21 or less	None
$0.25	$71.43
$0.30	$133.21
$0.35	$153.75
$0.40	$174.29
$0.45	$194.82
$0.50	$215.36
$0.55	$235.89
$0.60	$256.43
$0.65	$276.96
$0.70	$297.50
$0.75	$318.04
$0.80	$338.57
$0.85	$359.11
$0.90	$379.64
$0.95	$400.18
$1.00	$420.71
$1.10	$461.78
$1.20	$502.85
$1.30	$543.92
$1.40	$585.00
$1.50	$626.07
$1.60	$667.14
$1.70	$708.21
$1.80	$749.28
$1.90	$790.35
$2.00	$831.43
$2.10	$872.50
$2.20	$913.57
$2.30	$954.64
$2.41 or more	$1,000 maximum

Note: If your exact amount is not shown in this table, it is in between the nearest amounts shown. Your Area Administrative Office can explain how the child survivor benefit is calculated based on your survivor benefit rate.

Lump Sum Death Benefit (Recent Coverage Not Required)

Eligibility. This benefit is payable to your Plan beneficiary if you are a vested participant and die before retirement. (See pages 64-66 for information about how to name or change a Plan beneficiary.) It is payable whether you are married or single. You do not need recent coverage for this benefit to be payable.

Benefit Amount. Your Plan beneficiary receives an amount equal to **50%** of the total basic contributions paid into the Pension Trust on your behalf up to a maximum of $10,000. This benefit is payable in a lump sum.

48-Month Death Benefit (Recent Coverage Required)

Eligibility. Your Plan beneficiary receives this benefit if you are a vested participant with recent coverage and die before retirement. (See pages 64-66 for information about how to name or change a Plan beneficiary.) This benefit is only payable if you are not married. You must have recent coverage at death. (See Chapter 6 for details about recent coverage.)

Benefit Amount. Your Plan beneficiary receives an amount equal to **48 times** the monthly life only pension you would receive if you retired the day before your death. If you are not eligible to retire, your Plan calculates this benefit as if you were age 55. The benefit is payable in a lump sum.

This benefit is calculated under the Rule of 84 or PEER if you are eligible for either of these early retirement benefits when you die.

Death Benefits After Retirement

Spouse Lifetime Pension

Eligibility

Your spouse receives this lifetime benefit if you choose either the *regular* or *optional* employee and spouse pension when you retire. This monthly benefit is payable to the person you are married to when you retire. Payments begin on the first of the month following your death.

If You Have Recent Coverage at Retirement

Benefit Amount. If you choose the *regular* employee and spouse pension, your spouse receives **66⅔%** of the benefit you were receiving under that form of pension. If you choose the *optional* employee and spouse pension, your spouse receives **75%** of the benefit you were receiving under that form of pension.

If you choose the benefit adjustment option with either form of employee and spouse pension, your spouse's benefit is calculated as if you chose the employee and spouse pension without the benefit adjustment option.

If You Do Not Have Recent Coverage at Retirement

Benefit Amount. If you choose the *regular* employee and spouse pension, your spouse receives **50%** of the benefit you were receiving under that form of pension. If you choose the *optional* employee and spouse pension, your spouse receives **75%** of the benefit you were receiving under that form of pension.

If you choose the benefit adjustment option with either form of employee and spouse pension, your spouse's benefit is calculated as if you chose the employee and spouse pension without the benefit adjustment option.

Change in Marital Status

If you marry or remarry after your pension effective date, your new spouse does not qualify for a spouse lifetime pension. The after retirement spouse lifetime pension is only payable to the spouse you were married to on the date you chose this benefit payment option.

If you choose an employee and spouse pension and later divorce, your employee and spouse pension stays in effect. Your former spouse remains the person eligible to receive the spouse lifetime pension after your death. This rule may not apply if a court enters a *Qualified Domestic Relations Order* (QDRO) that provides for conversion of your employee and spouse pension to a life only pension and certain other requirements are met. Contact your Area Administrative Office for details.

Optional Lump Sum Death Benefit (Recent Coverage Not Required)

Eligibility. Your Plan beneficiary receives this optional lump sum death benefit only if you choose this benefit when you retire. You can choose this benefit whether or not you have recent coverage. You can also choose this benefit if you are married or single. If you are married, your spouse's consent is required.

The optional lump sum death benefit is available with any of the payment options the Plan offers (see Chapter 12).

Benefit Amount. Your Plan beneficiary receives an amount equal to **12 times** the monthly benefit you would receive if you choose the life only pension without the benefit adjustment option. The benefit is payable in a lump sum.

If you choose the optional lump sum death benefit when you retire, your monthly benefit (and any benefits based on it) is reduced by a small percentage to provide for this death benefit.

Child Survivor Benefit (Recent Coverage Required)

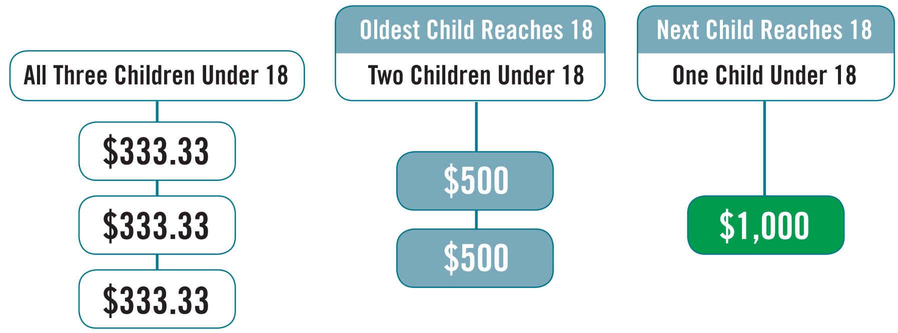
Eligibility. The child survivor benefit is payable only if you have recent coverage at retirement. Your eligible children receive this monthly benefit following your death if you meet *all* of the requirements shown below:

1. You die after retirement and before your 65th birthday, and
2. You have recent coverage at retirement, and
3. You work at least 3,000 covered hours before retirement, and
4. Your survivor benefit rate is more than 21¢.

Example How Child Benefits are Paid

The participant in this example dies before retirement. He has three children under age 18 who qualify for child survivor benefits. If his survivor benefit rate is $2.41 or more, a total child survivor benefit of $1,000 is payable.

This chart shows how the monthly benefit is divided among the participant's surviving children and what happens when each child reaches age 18 and is no longer eligible for the benefit.



To be eligible, your child *must* be:

1. Under age 18 or have a disability that begins before age 18, and
2. Receiving Social Security death or disability benefits because of your death.

Benefit Amount. The amount of the child survivor benefit is figured from Table 11 on page 60 based on your survivor benefit rate. This total monthly amount is divided equally among your eligible children. In most cases, the Plan pays each child's benefit to the person receiving Social Security survivor benefits for that child.

The survivor benefit for each child stops when that child becomes ineligible (usually age 18). After that, the survivor benefit for that child is divided among any remaining eligible children. Survivor benefits stop entirely when there are no longer any eligible children (usually when the youngest child reaches age 18).

Survivor Benefit Rate. Your Plan calculates your survivor benefit rate by dividing the total basic contributions paid for your covered employment after 1991 up to your pension effective date by your total covered hours after 1991 up to your pension effective date.

For participants who retired before January 1, 2000, the Plan calculates their survivor benefit rate by dividing the total basic contributions paid for their covered employment after 1986 up to their pension effective date by their total covered hours after 1986 up to their pension effective date.

Remember that basic contributions do not include PEER contributions.

Example How a Four-Year Certain Death Benefit is Calculated

Assume you retire at age 60 and elect the monthly life only pension of $1,500. This chart shows what your four-year certain death benefit would be if you die at age 63.

First, determine the initial amount of your four-year certain death benefit by multiplying your life only pension by 48. Even if you elect another form of payment option, the life only pension will be used to calculate the amount of the four-year certain death benefit.

Life Only Pension ▸
$1,500
x 48
= $72,000

Second, add up all of the benefit payments you received before your death.

Benefits Received to Age 63 ▸
$1,500
x 36 Months
= $54,000

Third, subtract the total benefits you received from the amount calculated as your initial four-year certain death benefit in the first step. The difference is the amount of the four-year certain death benefit payable to your Plan beneficiary. In this example, the amount is $18,000.

Four-Year Certain Death Benefit ▸
$72,000
– $54,000
= $18,000

Note: If you elect a form of the benefit adjustment option, the amounts calculated for the second step will be based on what you actually received. For example, if your benefit was increased from $1,500 to $1,689 under the age 65 benefit adjustment option and you died at age 63, the amount subtracted from $72,000 would be $60,804. Then the four-year certain death benefit would be $11,196.

Four-Year Certain Death Benefit (Recent Coverage Required)

Eligibility. Your Plan beneficiary receives this benefit only if you retire with recent coverage and choose a life only pension or life only pension with a benefit adjustment option. Also, as explained next, this benefit is only payable if you die before receiving approximately 48 months of benefit payments.

If You Choose the Life Only Pension without Benefit Adjustment Option

Benefit Amount. If you choose the life only pension without a benefit adjustment option, your Plan beneficiary receives the difference between the total benefit payments you actually receive before your death and 48 times your monthly life only pension. This benefit is payable in a lump sum. See the example above.

If the total benefit payments you receive before your death are more than 48 times the amount of your life only pension, this four-year certain death benefit is not payable.

If You Choose the Life Only Pension with Benefit Adjustment Option

Benefit Amount. If you choose the life only pension with a benefit adjustment option, your Plan beneficiary receives the difference between the total benefit payments you actually receive before your death and 48 times your monthly benefit under the life only pension without benefit adjustment option. The benefit is payable in a lump sum.

If the total benefit payments you receive before your death under the benefit adjustment option are more than 48 times what your monthly benefit would be under the life only pension, this four-year certain death benefit is not payable.

Applying for Death Benefits

It is a good idea to keep your family and Plan beneficiary informed of the death and survivor benefits explained in this chapter. Be sure they know where you keep your *Personal Benefit Statements* and other Plan information. Once your Area Administrative Office learns of your death, they review your Plan records and advise your survivors of the death benefits that may be payable.

This is especially important if you are retired—so that your benefits may be stopped and any overpayments avoided.

No death benefits are paid unless a properly completed benefit application is received and approved by the Pension Trust. Your family or Plan beneficiary may request the necessary application forms from any Area Administrative Office.

Your survivors may be asked to provide documents such as your death certificate, marriage certificate, spouse and child birth certificates, adoption papers and *Social Security Award Letter* (for child benefits).

They can file their applications before they have all the proof needed for payment of benefits. They should not delay applying for benefits just because they don't have all the documents readily available.

Your family should contact any Area Administrative Office if they have questions. The addresses and toll-free numbers are listed on the back cover.

Naming Your Plan Beneficiary

Some of the Plan's death benefits are only payable to your Plan beneficiary. For this reason it is extremely important that you name a beneficiary and keep that designation updated if there are any changes in your family status.

You can only use a *Beneficiary Designation Form* supplied by the Pension Trust. For your designation to be recognized by the Plan, your Area Administrative Office must receive your original signed *Beneficiary Designation Form* before your death. (Facsimiles or copies are not recognized.)

When naming a Plan beneficiary, you must provide their full name and their relationship to you (for example, spouse, parent, child or friend) and their current mailing address. See sample form on the next page.

If naming a trust or estate, you must provide its full legal name (for example, *The John and Mary Smith Trust* or *The Estate of John Jackson*), not the name of the trustee or executor. This ensures that your benefit will be paid to the trust or estate, not to a specific person. If you want to name a charity or other organization as your Plan beneficiary, be sure to include its complete name and address.

Beneficiary Designation Forms received after your death are not recognized, even if they were signed and mailed before your death. Ask your Area Administrative Office to send you the proper form or you can download a copy from the *Plan Forms & Documents* page on your Plan's website at **www.wctpension.org**.

Note: *Only beneficiary designations that are made on forms supplied by this Pension Trust are recognized. Beneficiary designations made in your will or on forms used by other pension or health and welfare trusts or for other union benefits (for example, life insurance) are not accepted by this Pension Trust.*

Your beneficiary designation is not effective unless an Area Administrative Office receives your signed *Beneficiary Designation Form* before your death. There are no exceptions. Be sure your correct beneficiary designation is on file with your Area Administrative Office.

Beneficiary Designation Form

Below is a sample of the Plan's official *Beneficiary Designation Form* that shows how to name Plan beneficiaries. You can obtain the form from your Area Administrative Office or the Plan's website (**www.wctpension.org**). Use this form to make or change your beneficiary designation at any time. However, your beneficiary designation is not effective unless an Area Administrative Office receives the signed form before your death.

Designations made on forms used by other pension or health and welfare trusts, or for other union benefits such as life insurance, are not accepted by this Plan.

When you are ready to retire, your *Benefit Election Package* will contain a longer version of the *Beneficiary Designation Form*. See Chapter 12 for details.

Side One

Check only one box to show how you want any lump sum death benefits paid after your death.

You must include each beneficiary's full name, Social Security number, address and relationship to you. If more than one beneficiary, list one name per line. If you need to add additional names, use side 2 of the form (as shown below).

The form must be signed and dated by the participant.

The Western Conference of Teamsters Pension Plan **Beneficiary Designation Card**

Plan Participant required information *Type or print in ink*

NAME: (First) (M.I.) (Last)	SOCIAL SECURITY NUMBER:	IF RETIRED, YEAR OF RETIREMENT:
Mary E. Smith	545-99-8888	
ADDRESS: (Street/PO Box) 1234 Washington St.		LOCAL UNION: 001
CITY/STATE/ZIP CODE: Seattle, WA 98102		PHONE NUMBER: (206) 123-4567

*Check **one box only** (below), then designate your **beneficiaries below** on the lines provided. For additional space, use the back of this form.*

[X] Pay my death benefits to the first surviving beneficiary named below. **OR** [ ] Pay my death benefits in equal shares to the surviving beneficiaries named below.

Name: John A. Smith SS# 535-55-5555 Relationship: Husband

Address: 1234 Washington St., Seattle WA 98102

Name: John A. Smith, Jr. SS# 535-77-7777 Relationship: Son

Address: 444 Elm St., Tacoma, WA 98404

Participant's Signature: Mary E. Smith Date: 9-1-2013

To be valid, this form must be signed, dated and received by the Trustees before your death

FOR ADMINISTRATIVE OFFICE USE

Side Two

This participant added her daughter as another beneficiary on the back of this form. Only one beneficiary may be added per line.

Name any additional Beneficiaries below.

Name: Jill Smith SS# 535-33-3333 Relationship: Daughter

Address: 111 Rain St., Seattle WA 98102

Name: SS# Relationship:

Address:

IMPORTANT INFORMATION

You, as a plan member, may make or change the designation of your Beneficiary at any time. This Beneficiary designation cancels any previous designation you have made. If you fail to make a valid designation of a Beneficiary, or if no validly designated Beneficiary survives you, your Beneficiary will be the survivor(s) in the first surviving class among the following: 1. Spouse, 2. Children, 3. Parents, 4. Brothers and Sisters, 5. Estate. To be effective, the designation or change must be made in writing on the proper form and must be received by the Trustees before your death. To ensure that the Trustees receive your beneficiary designation before your death, please return or mail this form to the address below.

Return or Mail to:

The Western Conference of Teamsters Pension Trust Fund
Northwest Area Administrative Office
2323 Eastlake Avenue East
Seattle, WA 98102

Questions? Call Toll-Free:

Northwest/Rocky Mountain Area
(800) 531-1489 or (206) 329-4900

Northern California Area
(800) 845-4162 or (650) 570-7300

Southwest Area
(866) 648-6878 or (626) 463-6100

GCC/IBT 291M

Use only black or blue ink to fill out the card. Do not cross out information or use whiteout to make corrections.

Naming a Beneficiary

Before You Retire. Even if you are new to the Plan, you should name a Plan beneficiary to receive any lump sum death benefits that are payable if you die before retirement. Your Plan beneficiary can be any person or persons, including your estate. Your *Personal Benefit Statement* lists your Plan beneficiary on file as of the previous year-end. For convenience, a blank beneficiary card is also enclosed with your statement (see Chapter 2 for information about your *Personal Benefit Statement*).

When You Retire. Naming your beneficiary is extremely important at retirement. If at the time of your death any lump sum death benefits are payable or there are outstanding benefit payments payable to you, those benefits are paid to your beneficiary.

You must complete a new *Beneficiary Designation Form* as part of the benefit election process (explained in Chapter 12). If you are married and do not name your spouse as your sole beneficiary, your spouse must consent to your election and your spouse's consent must be notarized or signed in front of an authorized employee of your Area Administrative Office. See page 75 for details on when your spouse must consent to your election.

Changing Your Plan Beneficiary

You may change your Plan beneficiary at any time by naming a new beneficiary on a *Beneficiary Designation Form* provided by the Pension Trust. Your new beneficiary designation is not effective unless this completed and signed form is received by an Area Administrative Office before your death.

Changes in your family status, such as divorce, marriage or other family changes, do not affect any Plan beneficiary designation you previously made. A divorce settlement that awards you all of your retirement benefits does not cancel a previous designation you filed with the Pension Trust designating your former spouse as your Plan beneficiary. You should consider naming a new Plan beneficiary if you marry or divorce, if your spouse dies, if you have children or if your designated beneficiary dies.

Preferential Beneficiary

If you do not name a Plan beneficiary or if your named beneficiary dies before you, your Plan looks at the following classes of survivors:

- Spouse on date of death
- Children (only natural or legally adopted are recognized)
- Parents
- Brothers and sisters
- Your estate

Your Plan beneficiary is selected from the first of these classes with a survivor. If there is more than one survivor in that class, they share equally in any lump sum death benefit payable.

Some participants mistakenly assume that beneficiaries named through a will or living trust or life insurance forms will cancel previous beneficiaries. Others think that getting divorced automatically removes the former spouse as beneficiary. Don't make these mistakes. You must send in a new *Beneficiary Designation Form* or prior designations won't be changed.

Changes in your family status, such as divorce, marriage or other family changes, do not affect any Plan designations you previously made. You should consider naming a new Plan beneficiary if you marry, divorce, or have children, or if your spouse or designated Plan beneficiary dies. Contact your Area Administrative Office if you have questions.

CHAPTER 11

Applying for Retirement Benefits

This chapter explains what you need to know to apply for your retirement benefits. It describes the documents and forms you must provide before you can receive benefits and how to choose your pension effective date. Chapter 12 explains how benefits are paid and how to choose your payment options.

Important Topics

- Receiving Plan Benefits
- Retirement From Employment
- How to Apply for Benefits
- Applying for Disability Retirement Benefits
- Appeal Procedures
- Choosing a Pension Effective Date
- Retro Payment Rule
- Interest on Retroactive Benefit Payments
- Important Documents Required

11

Receiving Plan Benefits

This chapter explains the process of retiring from work and applying for benefits. It tells you what you need to know when choosing a pension effective date and deciding how your retirement benefits are paid.

The Plan offers *three* types of retirement benefits:

- Early retirement benefits
- Disability retirement benefits
- Normal retirement benefits

The chart to the right summarizes what you must do to begin receiving each type of retirement benefit.

Before you can start receiving benefits:

1. You must meet all eligibility requirements, and
2. You must retire from employment (unless age 65 or older or totally and permanently disabled), and
3. You must apply for benefits with your Area Administrative Office, and
4. The Trustees must approve your application.

Retirement from Employment

In addition to meeting *all* of the eligibility requirements for an early retirement benefit, you must be considered *retired from employment*. This means you must meet *all* of the following requirements:

1. You must stop working in covered employment for all covered employers under the Plan, and
2. You must stop working in any kind of employment for the employer who was your most recent covered employer under the Plan, and
3. You must intend to retire permanently from employment with your most recent covered employer and your employer must certify that you are no longer employed.

Retirement Benefits

Early Retirement Benefits—Before Age 65

To begin receiving early retirement benefits, you must be considered *retired from employment* as explained on this page. Early retirement means you are retiring before age 65. Other eligibility requirements are explained in Chapter 8.

Disability Retirement Benefits—Before Age 65

To begin receiving disability retirement benefits, you do not need to be *retired from employment*. However you must be totally and permanently disabled and entitled to receive disability benefits under the federal Social Security Act. Other eligibility requirements are explained in Chapter 9.

Normal Retirement Benefits—Ages 65 to 70

To begin receiving normal retirement benefits, you do not need to be *retired from employment*. You just need to be age 65 or older and vested. You can start your pension benefits no matter how many hours you are working. You must still complete and file an application for benefits. The details are explained further in Chapter 7.

Note: Your collective bargaining agreement may control whether you can still continue your covered work after you start receiving your pension benefits. Many contracts have rules that concern loss of seniority or other rights at retirement. If you are age 65 or older and intend to keep working for the same employer after your pension starts, be sure to find out about these rules beforehand from your local union or employer.

You are not considered *retired from employment* just because you transfer from covered employment to employment in a non-covered job with the same employer. Also, you are not considered *retired from employment* just because your employer stops being a covered employer under the Plan.

If you are working several different jobs that are all for covered employers (for example, you work out of a hiring hall), your most recent covered employer may actually consist of more than one employer. In those cases, the Plan looks at all the covered employers you worked for in the 12 months before your elected pension effective date to identify which ones are considered your most recent covered employers when applying the Plan's *retirement from employment* rules.

Keep in mind that affiliated corporations and unincorporated businesses under common ownership are considered to be the same employer. For example, if you leave covered employment and go to work for a subsidiary corporation of the same employer, you are not considered *retired from employment* and you cannot have your early retirement benefit begin.

When you apply for early retirement benefits, your application package contains a form called *Certification of Complete Severance and Termination of Employment*. If you are under age 65 and applying for early retirement benefits, this form must be completed. Additional information regarding this form is provided on the next page.

If you return to work for the same employer for any number of hours *within six months* after you stop working, Plan rules assume you *did not* intend to retire permanently. Your benefits are temporarily suspended while you provide proof that you really did intend to retire on a permanent basis.

If you do not provide satisfactory proof, then your early retirement benefit is canceled. This means you must repay any early retirement benefits you already received.

If you return to work for the same employer *after six months*, Plan rules assume that you did intend to retire permanently at the time you stopped working, unless the Pension Trust receives satisfactory proof that:

- When you left employment, you did intend to return to work, and
- Your main reason for leaving was to qualify for Plan benefits.

These retirement rules do not mean that you can never return to covered employment after you retire. Once you retire from employment, you may return to work in covered or non-covered employment. However, you will forfeit your right to receive your retirement benefit payment for any calendar month when you work in suspendible covered or non-covered employment and the hours you work equal or exceed your applicable *hours limit*.

These rules only apply up to age 65. For more information about your Plan's suspension of benefits rules, see Chapter 13.

How to Apply for Benefits

When you are ready to retire, you need to file an application for benefits with your Area Administrative Office. You may request an application packet from your Area Administrative Office.

Your application packet contains two forms. The first is called the *Age/ Disability Retirement Benefit Application*. All participants requesting retirement benefits from the Plan must complete this form. On this form, you select the type of pension you are applying for (age retirement, disability retirement or both) and the pension effective date you want. You must also provide personal data on this form (such as your mailing address and information about your employment history). Your application cannot be processed until your Area Administrative Office receives your signed and dated *Age/Disability Retirement Application*.

The second form in your packet is the *Certification of Complete Severance and Termination of Employment*. If you are under age 65 and applying for early retirement benefits, this form must be completed by you and your most recent covered employer. It has two sections —one that you complete and another that your last covered employer must complete. Even if you are no longer working for this employer or have transferred to a non-covered position with this employer, your employer must complete the form.

If your employer is no longer in business or was purchased by another company, please enter this information on the form. The information you provide helps your Area Administrative Office in documenting your termination of employment. If you have questions regarding this form, contact your Area Administrative Office.

It normally takes about three months to process your application. Benefit payments cannot start until your application is processed and approved. If your application is approved after your pension effective date, you receive benefit payments retroactive to your pension effective date.

Note: *Your early retirement application cannot be processed until your Area Administrative Office receives each of these signed and dated forms. If you have questions regarding these forms, contact your Area Administrative Office.*

Applying for Disability Retirement Benefits

The best time to apply for Plan disability retirement benefits is when you apply for disability insurance benefits from Social Security. You do not need to wait for your entitlement letter from Social Security before applying for Plan benefits. In general, Social Security requires a five-month waiting period to qualify for disability benefits.

If you are age 55 or older, or eligible for early retirement under PEER, you should check *both* the Age and Disability boxes on the *Age/Disability Retirement Application* you send to your Area Administrative Office. That way, your application for age retirement benefits can be processed while you wait for your *Social Security Disability Award Certificate* from Social Security.

If you are under age 65 and return to work for the same covered employer for any number of hours within six months after you stop work, Plan rules assume that you did not intend to retire permanently. Your benefits are temporarily suspended while you provide proof that you really did intend to retire permanently. If you do not provide satisfactory proof, then your early retirement benefit is canceled. This means you must repay any retirement benefits you already received.

If you meet all Plan eligibility requirements for early retirement, you can begin receiving age retirement benefits to cover Social Security's five-month disability waiting period plus any period of delay while Social Security processes your application for disability benefits.

Once Social Security approves your application and you provide your Area Administrative Office with a copy of your *Social Security Disability Award Certificate*, your application for a disability retirement benefit is approved (assuming all Plan eligibility requirements are met).

If the amount of your disability retirement benefit is greater than your early retirement benefit, your monthly benefit payments are adjusted to the higher amount retroactive to the effective date of your disability retirement benefit.

Appeal Procedures

If your application for benefits is denied, your Area Administrative Office notifies you in writing of the reasons for the denial. The notice also explains how you can appeal this decision.

See pages 97-98 for details about your Plan's appeal procedures.

Choosing a Pension Effective Date

Your pension effective date is the date when your Plan benefits are first payable. It must be the first of the month. If you are married, your spouse must consent to your choice of a pension effective date, no matter which benefit payment option you choose.

Other rules that affect your choice of pension effective date are explained next.

Early Retirement—Before Age 65

You can choose to start your retirement benefit on the first of any month after you are eligible for early retirement and are considered retired from employment.

Usually, you become eligible for early retirement on your 55th birthday (sometimes called your earliest retirement date). However, if you are not vested when you reach age 55, your earliest retirement date is postponed until the first of the month after you vest. You may be able to retire before age 55 if you qualify for the Rule of 84 or a PEER program. See Chapter 8.

If you retire before age 65 (age 62 if you have recent coverage) and are not eligible to retire under PEER, your benefit amount is reduced for early retirement. This reduction accounts for the longer period of time you are expected to receive payments. See Table 8 on page 49 for the early retirement factors.

Note: *It's important to point out that you are not eligible to retire under the PEER program until your employer contributions are received and processed by the Area Administrative Office. If you do not want a lapse in income, you should work at least two to three months after the date you earn your final PEER point. Usually this allows sufficient time to process your application so that you receive your first benefit payment the month following your termination.*

Disability Retirement—Before Age 65

You can choose to start your disability retirement benefit on the first of any month after you meet all the qualifications for Plan disability benefits (see Chapter 9). The date cannot be before your disability entitlement date as determined by Social Security assuming you meet all other eligibility requirements. The entitlement date is printed on your *Social Security Disability Award Certificate*. In some instances, it takes Social Security several months to determine your eligibility for benefits.

Your Plan's disability retirement benefits are not subject to the *retro payment rule* and may be paid retroactive to the effective date of your Social Security disability benefit assuming you meet all of the other requirements for a disability retirement benefit on that date.

Normally, you choose the earliest possible effective date for your Plan's disability retirement benefit. But if you are within a few months of meeting the age requirements for unreduced early retirement benefits under a PEER program, you may postpone your pension effective date until you qualify for PEER retirement (so that your disability retirement benefit is paid at 100%). Contact your Area Administrative Office for more information.

Note: *Special procedures may apply to handling your application for a disability retirement benefit. See Chapter 14.*

Normal Retirement—Ages 65 to 70

Once you reach your normal retirement age, you can choose to start your retirement benefit on the first day of any later month up to your 70th birthday. See Chapter 7.

Usually, you become eligible for normal retirement on your 65th birthday. However, if you are not vested when you reach age 65, your normal retirement date is postponed until you become vested. See page 6 for special vesting rules for participants ages 65 and older.

If you retire after age 65, your benefit amount is increased for late retirement. This increase accounts for the shorter period of time you are expected to receive payments. See Table 4 on page 39 for the late retirement factors.

Automatic Retirement—Age 70

Once you reach age 70, you must start drawing your retirement benefits even if you are still working. Your pension effective date cannot be later than the first of the month following your 70th birthday.

If your 70th birthday falls on the first of a month, your pension effective date cannot be later than the first of that month.

Note: *If you are not vested when you reach age 70, your pension effective date is postponed until you become vested. See Chapter 2 for details on special vesting rules for participants who enter the Plan after age 65.*

To avoid substantial tax penalties, you should file your application no later than your 70th birthday. This allows enough time for your Area Administrative Office to process your application so your actual pension payments can start well before April 1 following the year when you turn age $70\frac{1}{2}$.

If you miss this deadline and are no longer working, the Internal Revenue Service can impose substantial tax penalties on you. See Chapter 7 for more information.

If you are near age 70 (or older) and not yet receiving your pension, contact your Area Administrative Office immediately.

Retro Payment Rule

If You Want a Pension Effective Date of:	Your Retirement Application Must be Received by This Date:
January 1	April 1
February 1	May 1
March 1	June 1
April 1	July 1
May 1	August 1
June 1	September 1
July 1	October 1
August 1	November 1
September 1	December 1
October 1	January 1
November 1	February 1
December 1	March 1

Retro Payment Rule

If you file your retirement application after you retire from employment or after you reach age 65, you can request that your benefit payments go back to the beginning of the month following the date you retired from employment (or became age 65 if earlier) or you can choose a later pension effective date.

However, under the Plan's *retro payment rule*, your benefit payments cannot go back more than two calendar months from the date your Area Administrative Office receives your application (three calendar months if your application is received on the first day of the month). See the *Retro Payment Rule* chart on this page.

For example, if you retire from employment on June 30, you can choose to have your pension begin July 1 (your pension effective date) as long as your application is received by the following October 1.

If your application is received later in October, your pension payments can only go back to August 1. Of course, you can always choose a later pension effective date (up to your 70th birthday).

If you are age 70 or older when you file your retirement application, your pension payments go back to the beginning of the month following your 70th birthday assuming you are vested on that date.

If you are married, your spouse must also consent to your election of a pension effective date, regardless of the benefit payment option you choose. See Chapter 12 for details.

Try to send in your required forms at least three months before your desired pension effective date—even if you have not yet made all your retirement decisions. Chapter 12 explains the additional documents you need to complete once your application has been processed. These include your *Benefit Election Form, Beneficiary Designation Form* and tax withholding forms. **Note:** *A different retro payment rule applies for Reemployment Pension Increases (see pages 91-92).*

Interest on Retroactive Benefit Payments

If your first benefit payment is made after your pension effective date, it includes all monthly benefit payments due from your pension effective date up to the date of your first payment. The Plan also pays interest on those retroactive monthly benefit payments.

For example, assume you apply for a retirement benefit on September 15, 2013 and choose a pension effective date of July 1, 2013. Your claim is approved on November 10, 2013 and your monthly benefit is $500. Your first regular monthly payment is made for the month of December 2013. At about the same time, the Plan also sends you a payment to cover the benefits due for the months of July, August, September, October and November plus interest. The total amount of your retroactive payment is $2,500 ($500 X 5) plus interest on each of those benefit payments at the rate established by the Internal Revenue Service.

Note: *Interest is only paid on retroactive benefit payments made as part of the initial payment of your age or disability retirement benefit and certain other monthly benefits under the Plan.*

Acceptable Documents for Verifying Birth Date

Here is a list of documents that your Plan accepts to verify your date of birth:

Option 1. Provide one of the following documents:

- Birth Certificate
- Baptismal Certificate (child must be under age 7)
- Naturalization Record
- Copy of record taken from family Bible or other family register of births
- Green Card

Option 2. If none of the above are available, two of the following documents are required. One of the two documents must state the date of birth.

- Life Insurance Policy at least five years old (must state birth date or age at time policy issued)
- School Age Record (must state birth date or age at time of event)
- Confirmation Record (must state birth date or age at time of event)
- Certification of Military Service Record (DD-214 only)
- Marriage Record (must state birth date or age at time of event)
- Original Notarized Affidavit of older relative (must state birth date)
- Bureau of Census Report
- Child's Birth Certificate (must state birth date or age at time of event)
- U.S. Passport
- Baptismal Certificate (if adult)

Option 3. If none of the above are available, provide a letter from the Social Security Administration showing the date of birth accepted for Social Security benefits.

Important Documents Required

Before benefit payments can begin, you must provide your Area Administrative Office with satisfactory proof of your birth date and, if married, your marriage certificate and proof of your spouse's birth date.

The best proof of a birth date is a birth certificate. If this is not available, the list above shows other acceptable documents. You can also contact your Area Administrative Office to determine what other proof is acceptable.

Your Plan may also require more information such as proof of employment. You should file an application before you have all the documents needed for payment of benefits. Don't delay applying for benefits just because you may not have all the documents you need. This delay could mean you may not qualify for an earlier pension effective date (see *retro payment rule* on the opposite page).

The Plan does not notify you when you become eligible to receive benefits. It is your responsibility to stay up to date with your Plan status by reviewing your *Personal Benefit Statement* and inquiring with your Area Administrative Office. Once you are ready to retire, you must complete and return an application to the Administrative Office.

CHAPTER 12

How Retirement Benefits are Paid

This chapter helps you understand your benefit amounts and the payment options the Plan offers in your *Benefit Election Packet*. It describes what you need to know when making your pension choices. It also contains important retirement information such as automatic bank deposit and tax withholding.

Important Topics

- Your Benefit Payment Choices
- Your Benefit Election Packet
- Life Only Pension
- Employee and Spouse Pension
- Benefit Adjustment Option
- Marriage or Divorce After Retirement
- Optional Lump Sum Death Benefit
- Your Election Period
- Other Retirement Information

Your Benefit Payment Choices

Your Plan offers several choices on how your retirement benefits are paid. There are *three* main types of benefit payment options explained on this page.

The first two payment options allow you to provide a *continuing benefit* to your spouse upon your death. The third payment option provides a *level benefit* for your lifetime only.

The *three* primary types of benefit payment options are:

Benefits for Your Lifetime and Your Spouse's after Your Death

- Regular Employee and Spouse Pension
- Optional Employee and Spouse Pension

Benefits for Your Lifetime Only

- Life Only Pension

In addition, you can further customize your benefit payment under each of these benefit options. You may choose a level benefit payment for your lifetime. Or you can choose to increase your benefit up to age 62 or age 65 and then decrease it after that date. These additional choices are called the *benefit adjustment options*.

The chart below shows the *three* primary types of payment options. Next to each, you can see how the benefit is paid if you also choose to include the *benefit adjustment option*.

Your Benefit Payment Choices

Primary Payment Option You May Elect	Level Benefit	Benefit Adjustment Option to Age 62	Benefit Adjustment Option to Age 65
Regular Employee & Spouse Pension	• Level monthly benefit for your lifetime, reduced to provide benefit to your spouse after your death. • Your spouse receives a lifetime benefit after your death ($66\frac{2}{3}$% of your benefit, if you have recent coverage, otherwise 50%).	• Monthly benefit for your lifetime, reduced to provide benefit to your spouse after your death. • Your monthly benefit increases to age 62 and then decreases after age 62 for the remainder of your lifetime. • Your spouse receives a lifetime benefit after your death ($66\frac{2}{3}$% of your benefit under the regular employee and spouse pension, if you have recent coverage, otherwise 50%).	• Monthly benefit for your lifetime, reduced to provide benefit to your spouse after your death. • Your monthly benefit increases to age 65 and then decreases after age 65 for the remainder of your lifetime. • Your spouse receives a lifetime benefit after your death ($66\frac{2}{3}$% of your benefit under the regular employee and spouse pension, if you have recent coverage, otherwise 50%).
Optional Employee and Spouse Pension	• Level monthly benefit for your lifetime, reduced to provide benefit to your spouse after your death. • Your spouse receives a lifetime benefit after your death equal to 75% of your benefit.	• Monthly benefit for your lifetime, reduced to provide benefit to your spouse after your death. • Your monthly benefit increases to age 62 and then decreases after age 62 for the remainder of your lifetime. • Your spouse receives a lifetime benefit after your death equal to 75% of your benefit under the optional employee and spouse pension.	• Monthly benefit for your lifetime, reduced to provide benefit to your spouse after your death. • Your monthly benefit increases to age 65 and then decreases after age 65 for the remainder of your lifetime. • Your spouse receives a lifetime benefit after your death equal to 75% of your benefit under the optional employee and spouse pension.
Life Only Pension	• Level monthly benefit for your lifetime only.	• Monthly benefit for your lifetime only. • Your monthly benefit increases to age 62 and then decreases after age 62 for the remainder of your lifetime.	• Monthly benefit for your lifetime only. • Your monthly benefit increases to age 65 and then decreases after age 65 for the remainder of your lifetime.

Your Benefit Election Packet

After you apply for retirement benefits, your Area Administrative Office sends you a *Benefit Election Packet* that contains your *Benefit Election Form* and other materials. Use your *Benefit Election Form* to choose how you want your benefit paid and to confirm your pension effective date. See the sample forms on pages 83-84.

The packet explains the benefit payment options available to you and the procedures you must follow to choose the benefit payment option you want. If you are married, your spouse's written consent to your choice of payment option and pension effective date is required.

You must complete and return the *Benefit Election Form* (and the *Spousal Consent Form* if required) to your Area Administrative Office before benefits can begin.

Remember, it usually takes about *three months* to process your application before you receive your first benefit payment.

The sections that follow explain all of your Plan's payment options.

Life Only Pension

The life only pension pays a set monthly benefit for your lifetime only. The monthly benefit amount stops at your death. No lifetime benefits continue to your spouse or beneficiary after your death.

If you have recent coverage when you retire, your Plan beneficiary may qualify for a four-year certain death benefit (see Chapter 10). Also, if you choose the optional lump sum death benefit at retirement, your beneficiary receives that benefit after your death (see page 79).

Example Choices of Life Only Pension

Assume you retire at age 55 and qualify for an early retirement benefit of $1,500 per month. You can choose to have a life only pension paid in one of three ways.

1	2	3
Life Only Pension	Benefit Adjustment Option to Age 62	Benefit Adjustment Option to Age 65
$1,500 for the rest of your life	$1,633 to age 62 and from age 62, $1,393 for the rest of your life	$1,624 to age 65 and from age 65, $1,324 for the rest of your life

Single—If you are single on your pension effective date, your benefit is automatically paid this way (unless you choose another form of payment listed on your *Benefit Election Form*).

Married—If you are married, you can choose the life only pension instead of an employee and spouse pension (explained in this chapter) as long as your spouse provides written consent.

Life Only Pension With Benefit Adjustment Option

The life only pension with benefit adjustment option is available if you are eligible for early retirement. This benefit payment option is not available if you are taking disability retirement before your earliest retirement date (usually age 55).

If you choose to add the benefit adjustment option, you receive an increased life only pension until age 62 or age 65, whichever age you choose. The actual increase depends on your age on your pension effective date and whether you want the increase to stay in effect until age 62 or age 65 (see Tables 12 and 13 on page 76).

If you choose this option, the monthly benefit you receive after age 62 or age 65 is reduced. If you choose age 62, your monthly benefit is reduced by $240 at that age. If you choose age 65, your monthly benefit is reduced by $300 at that age.

If you choose the life only pension with benefit adjustment option, you receive a monthly benefit for your lifetime only. The monthly benefit amount stops at your death. No lifetime benefits continue to your spouse or beneficiary after your death.

If you have recent coverage when you retire, your Plan beneficiary may qualify for a four-year certain death benefit (see Chapter 10). Also, if you choose the optional lump sum death benefit at retirement, your beneficiary receives that benefit after your death (see page 79).

Single—If you are single on your pension effective date, you can choose the life only pension with benefit adjustment option, if available, instead of the life only pension.

Married—If you are married, you can choose the life only pension with benefit adjustment option, if available, instead of the employee and spouse pension (explained next) as long as your spouse provides written consent.

Employee and Spouse Pension

If you are married on your pension effective date, your retirement benefit is paid as a *regular* employee and spouse pension—unless you choose another form of payment during your benefit election period *and* your spouse consents to your election.

The Plan offers two forms of employee and spouse pension—*regular* and *optional*. Under either form, you receive a monthly benefit for your lifetime that is less than you would receive under the life only pension.

If you die before your spouse, a portion of your reduced monthly benefit is paid for the rest of your spouse's life. The benefit your spouse receives is called the *spouse lifetime pension* (explained in Chapter 10). The reduction in your lifetime benefit depends on your age and your spouse's age on your pension effective date and whether you choose the *regular* or *optional* employee and spouse pension.

Regular Employee and Spouse Pension

Under the *regular* employee and spouse pension, the reduction in your benefit is not as great as under the *optional* employee and spouse pension. The benefit payable to your spouse depends on whether you have recent coverage when you retire. If you have recent coverage at retirement, your spouse receives **66²/₃%** of your monthly employee and spouse pension. If not, your spouse receives **50%** of that amount (see Table 14 on page 77). Remember, while you are alive, your spouse does not receive any benefit payments.

Table 12 Age 62 Benefit Adjustment Option Factors

Your Age	Increase
50	$91.00
51	$98.00
52	$105.50
53	$114.00
54	$123.00
55	$133.00

Your Age	Increase
56	$144.00
57	$156.50
58	$170.00
59	$185.50
60	$202.50
61	$221.50

Reduction at Age 62
At age 62, your monthly benefit is reduced by $240

Table 13 Age 65 Benefit Adjustment Option Factors

Your Age	Increase
50	$85.00
51	$92.00
52	$98.50
53	$106.50
54	$115.00
55	$124.00
56	$134.00
57	$146.00

Your Age	Increase
58	$159.00
59	$173.50
60	$189.00
61	$206.50
62	$227.00
63	$249.50
64	$275.00

Reduction at Age 65
At age 65, your monthly benefit is reduced by $300

Tables 12 and 13 above show a partial list of adjustment factors. They also show the minimum increase you can expect. In some cases, the increase may be greater if required by Internal Revenue Service regulations.

The adjustment factor that applies depends on your age in years and completed quarter-years on your pension effective date. If your exact age is not shown, contact your Area Administrative Office for the factor that applies to you.

Special rules apply if your increased pension until age 62 is less than $265 or if your increased pension until age 65 is less than $325. Contact your Area Administrative Office for details.

Table 14 Regular Employee & Spouse Pension Factors

Percentage of Life Only Pension You Receive

Your Spouse's Age	Your Age 50	53	55	57	59	61	63	65	67	70
50	85.0%	86.5%	87.9%	86.2%	85.2%	83.1%	80.7%	78.1%	75.3%	70.8%
55	87.0%	88.6%	90.0%	88.5%	87.2%	85.1%	82.8%	80.3%	77.6%	73.1%
60	89.1%	90.7%	92.1%	90.8%	89.3%	87.6%	85.6%	83.3%	80.8%	76.5%
65	91.1%	92.6%	94.1%	93.1%	91.8%	90.4%	88.7%	86.7%	84.5%	80.6%
70	93.1%	94.4%	95.8%	95.1%	94.1%	93.0%	91.6%	90.0%	88.2%	84.8%

This table shows a partial list of factors. If your age or your spouse's age is not shown, your Area Administrative Office can help you determine the factor that applies to you.

If you choose the regular employee and spouse pension, you can also choose the optional lump sum death benefit so your Plan beneficiary receives a death benefit after your death (see page 79).

Optional Employee and Spouse Pension

Under the *optional* employee and spouse pension, the reduction in your benefit is larger than under the *regular* employee and spouse pension. Your spouse receives a larger benefit after your death, equal to **75%** of your monthly benefit under the *optional* employee and spouse pension. The reduction in your benefit depends on whether you have recent coverage at retirement (see Chapter 6).

Table 15 to the right shows the percentage of your life only pension you receive if you choose the *optional* employee and spouse pension. Use the top chart in Table 15 if you have recent coverage; otherwise use the bottom chart.

Employee and Spouse Pension With Benefit Adjustment Option

The *regular* or *optional* employee and spouse pension with benefit adjustment option is available if you are married and eligible for early retirement. This benefit payment option combines features of both the life only pension with benefit adjustment option and the employee and spouse pension. This benefit payment option is not available if you are taking disability retirement before your earliest retirement date (usually age 55).

With the benefit adjustment option, you receive an increased employee and spouse pension until age 62 or age 65, whichever age you choose.

The first step is to calculate your monthly benefit amount under the *regular* or *optional* employee and spouse pension without the benefit adjustment option.

Then calculate the increase in your monthly benefit under the benefit adjustment option. The increase depends on your age on your pension effective date and whether you want the increase to stay in effect until age 62 or age 65 (see Tables 12 and 13 on page 76).

If you choose the benefit adjustment option, the monthly benefit you receive after age 62 or age 65 is reduced. If you choose age 62, your monthly benefit is reduced by $240 at that age. If you choose age 65, your monthly benefit is reduced by $300 at that age.

The employee and spouse pension with benefit adjustment option provides your spouse with a lifetime benefit if you die first. The amount of your spouse's benefit is determined as if you chose the employee and spouse pension without the benefit adjustment option and depends on whether you have recent coverage at retirement.

Table 15 Optional Employee & Spouse Pension Factors

Percentage of Life Only Pension You Receive...

...If you have recent coverage

Your Spouse's Age	Your Age 50	53	55	57	59	61	63	65	67	70
50	84.4%	85.5%	86.8%	85.1%	83.8%	81.5%	78.9%	76.2%	73.3%	68.4%
55	86.6%	88.0%	89.1%	87.4%	85.9%	83.7%	81.2%	78.5%	75.7%	70.9%
60	88.7%	90.2%	91.5%	89.9%	88.2%	86.5%	84.2%	81.7%	79.2%	74.5%
65	90.7%	92.1%	93.6%	92.4%	90.9%	89.4%	87.5%	85.3%	83.1%	78.8%
70	92.8%	94.0%	95.3%	94.5%	93.4%	92.2%	90.6%	88.9%	86.9%	83.2%

...If you do not have recent coverage

Your Spouse's Age	Your Age 50	53	55	57	59	61	63	65	67	70
50	83.0%	83.9%	84.8%	82.6%	81.0%	78.4%	75.5%	72.3%	69.1%	63.8%
55	85.4%	86.4%	87.4%	85.4%	83.6%	80.9%	78.1%	75.1%	71.8%	66.5%
60	87.9%	89.0%	89.9%	88.2%	86.3%	84.1%	81.5%	78.6%	75.5%	70.5%
65	90.1%	91.3%	92.4%	91.0%	89.2%	87.4%	85.2%	82.6%	79.9%	75.1%
70	92.4%	93.4%	94.5%	93.4%	92.0%	90.6%	88.8%	86.7%	84.3%	80.1%

This table shows a partial list of factors. If your age or your spouse's age is not shown, your Area Administrative Office can help you determine the factor that applies to you.

If you choose the **optional** employee and spouse pension, you can also choose the optional lump sum death benefit so your Plan beneficiary receives a death benefit after your death (see page 79).

If you choose either form of the employee and spouse pension with the benefit adjustment option, you can also choose the optional lump sum death benefit so your Plan beneficiary receives a death benefit after your death (see page 79).

Regular Employee and Spouse Pension with Benefit Adjustment Option
If you have recent coverage at retirement, your spouse receives **66⅔%** of your monthly regular employee and spouse pension without the benefit adjustment option. Otherwise, your spouse receives **50%** of that amount. Remember, while you are alive your spouse does not receive any benefit payments.

Optional Employee and Spouse Pension with Benefit Adjustment Option
Your spouse receives **75%** of your monthly optional employee and spouse pension without the benefit adjustment option. Remember, while you are alive your spouse does not receive any benefit payments.

Employee and Spouse Pop-Up

If you choose the *regular* or *optional* employee and spouse pension (with or without benefit adjustment option) and your spouse dies before you, your monthly benefit increases for the rest of your life. This feature is called a *Pop-Up*. Your monthly benefit increases or *pops up* on the first of the month following your spouse's death.

When this Pop-Up occurs, your monthly benefit increases to the amount you would have received under the life only pension. If you choose an employee and spouse pension with benefit adjustment option, your benefit increases to the amount you would have received under the life only pension with benefit adjustment option.

Since the Pension Trust won't necessarily know about your spouse's death, notify your Area Administrative Office as soon as possible. You need to provide a copy of your spouse's death certificate.

If you die first, your spouse receives a portion of your employee and spouse pension. See Table 9 on page 57.

Marriage or Divorce After Retirement

If you marry or remarry after your pension effective date, your new spouse does not qualify for a spouse lifetime pension.

If you choose an employee and spouse pension and later divorce, your employee and spouse pension stays in effect. Your former spouse remains the person who receives the spouse lifetime pension after your death.

This rule may not apply if a court enters a *Qualified Domestic Relations Order* (QDRO) that provides for conversion of your employee and spouse pension to a life only pension and certain other requirements are met. Contact your Area Administrative Office for details. See Chapter 14 for more information about QDROs.

Table 16 Optional Lump Sum Death Benefit Factors

Your Age in Completed Years on Your Pension Effective Date	Percentage of Your Benefit You Receive
55	97.1%
62	95.8%
65	95.1%
68	94.2%
70	93.5%

Example Death Benefit Calculation

Assume you are age 62 when you retire and your life only pension is $1,500 per month. You choose the optional lump sum death benefit and want to know how this affects your monthly benefit. Your death benefit factor from Table 16 above is 95.8%. Your life only pension with the death benefit option is $1,437 (95.8% times $1,500).

At your death, your Plan beneficiary receives an optional lump sum death benefit of $17,244 (12 times $1,437).

Optional Lump Sum Death Benefit

You can choose this benefit payment option when you retire so your Plan beneficiary is assured of receiving a lump sum benefit payment when you die. This death benefit is equal to 12 times the monthly benefit you receive if you choose the life only pension without benefit adjustment option.

Your monthly benefit (and any benefits based on it) is reduced by a small percentage to provide for this death benefit. The actual reduction depends on your age on your pension effective date (see Table 16 above).

If you are married on your pension effective date, you can choose this optional lump sum death benefit as long as your spouse provides written consent.

You can choose the optional lump sum death benefit along with any other available benefit payment option. You do not have to choose the life only pension to provide this death benefit.

If you do not choose this death benefit, no optional lump sum death benefit is paid to your Plan beneficiary after your death.

Making Your Pension Choices

Filing your retirement application with your Area Administrative Office is just the first step in the retirement process. Once Plan representatives verify your retirement eligibility, you are sent a *Benefit Election Packet* containing your personalized *Benefit Election Form*.

Your *Benefit Election Form* shows the actual benefit amounts payable under each available payment option based on your age and marital status on your pension effective date (see sample form on page 84). Your *Benefit Election Packet* also contains other forms that you and your spouse (if married) need to complete and explains how to complete each form.

All of these forms help you make your retirement choices:

- Benefit Election Form
- Spouse Consent Form
- Beneficiary Designation Form
- Federal and State Income Tax Withholding Election Forms

Here are a few decisions you'll make when filling out these forms:

- How you would like your lifetime monthly retirement benefit paid.
- If you would like to provide a death benefit to your beneficiary.
- The name of your beneficiary.
- Whether or not you wish federal or state income tax withheld from your benefit.

Spouse Consent Requirements

If you are married, your *Benefit Election Packet* includes a *Spouse Consent Form*. Your spouse must complete this form no matter which payment option you choose. By completing this form, your spouse confirms that he or she consents to the following terms:

- Your spouse agrees to the pension effective date you choose.
- If you choose a life only pension, your spouse confirms that no monthly benefits continue after your death.
- If you choose an employee and spouse pension, your spouse confirms that the spouse lifetime pension is greater if you choose a later pension effective date.
- If you choose an employee and spouse pension with the optional lump sum death benefit, your spouse confirms that the spouse lifetime pension he or she receives is reduced to provide for the optional lump sum death benefit.

The *Spouse Consent Form* must be completed and signed in the presence of a notary public or an authorized employee of an Area Administrative Office. If you or your spouse have questions about this form, contact your Area Administrative Office.

Rules Regarding Changes in Marital Status

Usually, your marital status on your pension effective date determines if you can choose an employee and spouse pension and if the consent of your spouse is required for the choices you make. Special rules apply if your marital status changes during the period between your elected pension effective date and the date you receive your first pension payment.

For example, if you and the person you are married to on your pension effective date divorce before you receive your first pension payment, that person is no longer considered your spouse for any Plan purposes. You may not choose an employee and spouse pension with that person unless the Plan receives a *Qualified Domestic Relations Order* (QDRO) requiring that you do so (see Chapter 14 for information about QDROs).

As another example, if you marry someone after your pension effective date but before you receive your first pension payment, your new spouse is the person who must consent to your choice of a pension effective date and benefit payment option. However since you were not married to that person on your pension effective date, you cannot choose an employee and spouse pension with that person unless you delay your pension effective date until the first of the month following your marriage. Also, that person must consent if you want to keep your original pension effective date with a life only pension.

These special rules may apply to other changes in marital status around the time of your retirement. If your marital status changes while your retirement application is being processed, or if you anticipate that your marital status may change during this period, notify your Area Administrative Office immediately. Then they can explain how that change may affect your benefit rights under the Plan.

Lump Sum Pension Payment

Most participants receive retirement benefits as monthly pension amounts. If the total value of your expected lifetime benefits is $5,000 or less, you receive the value of your benefits in a single payment rather than as a monthly payment.

If the total value of your expected lifetime benefits is between $5,000 and $10,000, you can *choose* (with your spouse's consent, if married) to receive the value of your benefits in a single payment rather than as a monthly payment.

If you receive the value of your benefits in a single payment, no further payments are made to you or your survivors.

Your Benefit Election Period

After you complete the *Benefit Election Form*, you may decide to change your previous election. If you wish to change or cancel your prior election, a written request for the change must be submitted to your Area Administrative Office before the end of your *benefit election period*.

Your benefit election period ends 90 days after the issue date of your first benefit check. You receive formal notification of the exact date on which your benefit election period ends with your first benefit check. Once your benefit election period ends, you won't be allowed to make any further changes.

Within your benefit election period, you may request the following changes:

- You may change your benefit payment options.
- You may change your pension effective date.
- You may cancel your retirement application.

To make any of the changes listed, your request must be made in writing and received by your Area Administrative Office within your benefit election period. If you are married, your spouse's consent to any changes must also be received by your Area Administrative Office within your benefit election period. If your request is made after that date, or if your Area Administrative Office does not receive your written request, and your spouse's consent if applicable, within your benefit election period, your request is denied.

If you submit a request to cancel your retirement application within your benefit election period, you must pay back any benefit payments you have received before your request can be approved — or make repayment arrangements satisfactory to the Trustees. Once your cancellation request is approved, you are treated as if you never submitted a retirement application. Any approvals of your application are revoked, as are any elections you made and any spousal consent to your elections. If you decide to retire later, you must start the application process all over again.

Carefully review the letter accompanying your initial benefit payment, paying special attention to the date when your benefit election period ends.

IRS rules state that your spouse must consent to all elections you make during the retirement application process. When you near retirement, it's important that you keep your Area Administrative Office informed of changes in your marital status. This allows Plan representatives to correctly inform you about documents your spouse may be required to sign.

Other Retirement Information

Here are some items to keep in mind whether you are just applying for retirement or have already begun receiving your benefits.

Automatic Bank Deposit

Your Plan offers a free service to directly deposit your monthly check with your bank or other financial institution.

Here's why most retirees choose this direct deposit method:

- The service is free.
- Payments are electronically transferred directly to your bank, avoiding delays in the mail service.
- You don't have to worry about depositing your bank check since it automatically goes to your bank account by the first of the month. This saves you a trip to the bank and ensures your check is deposited even when you are out of town.
- Lost or stolen checks are avoided since they are not sent by mail.
- You have the flexibility to change your bank or the address where your check is sent.

You may choose this automatic bank deposit service by attaching a copy of a voided check with your retirement application. You may also choose this service after you retire by calling Prudential Financial at their toll-free number (800) 336-3387.

Tax Withholding

Under federal tax law, benefit payments are subject to federal income tax withholding unless you choose otherwise. At retirement, your Area Administrative Office sends you a *Benefit Election Packet* that contains the forms you use to make your retirement decisions.

Your *Benefit Election Packet* also contains Internal Revenue Service forms including the *Withholding Election Form*. Use this form to choose whether you want federal income tax withheld from your monthly benefit payment.

Before completing this form, be sure to review the *Internal Revenue Service Notice to Payee of Withholding of Federal Income Tax from Periodic Pension Payments*. Then send your completed *Withholding Election Form* back to your Area Administrative Office (not to the Internal Revenue Service).

If you live in a state where you are subject to state income tax, you must also complete a *State Income Tax Withholding Form* (included in your *Benefit Election Packet*).

Contact your tax advisor with questions about how much to withhold or how your Plan benefits should be reported to the Internal Revenue Service each year.

By January 31 each year, your Plan sends all retirees and beneficiaries *Internal Revenue Service Form 1099R*. This form shows the total amount you received from the Plan during the past calendar year. It also shows the amounts of any federal or state taxes withheld from your benefits that year.

Prudential Financial automatically sends you a statement twice each year showing the total benefits you received for the prior six-month period.

If you want to change your withholding decisions after you retire, contact Prudential Financial by calling their toll-free number (800) 336-3387.

Retiree Address Changes

After you retire, it's important to keep the Plan informed of changes in your home address. If your pension check is mailed to your home and you move, it may take up to two months before your check is mailed to your new address. Contact Prudential Financial at their toll-free number (800) 336-3387 as soon as you know your new address.

If your pension checks are automatically deposited with your bank, it's still important to keep the Plan advised of any changes to your home address. Plan updates and your annual Internal Revenue Service *Form 1099R* or *Form 1042S* are mailed to your home address.

Lost or Stolen Checks

If your benefit checks arrive by mail, they may not always get there by the first of the month. If your check is late, wait until the fifth of the month before contacting Prudential Financial. You can call their toll-free number (800) 336-3387.

If you lose your check or know that it is stolen, call immediately.

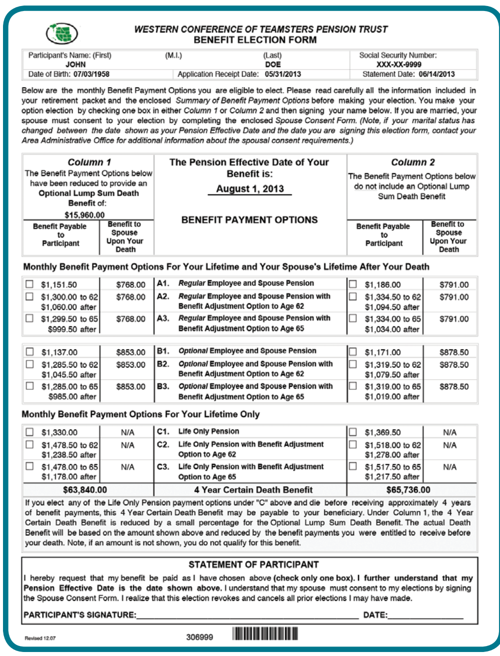
If you requested automatic deposit, your first benefit payment is automatically sent to your bank and you'll receive a letter in the mail, confirming the amount of your first payment. If you do not request automatic deposit, your first benefit payment is mailed to your home address.

Your Benefit Election Packet

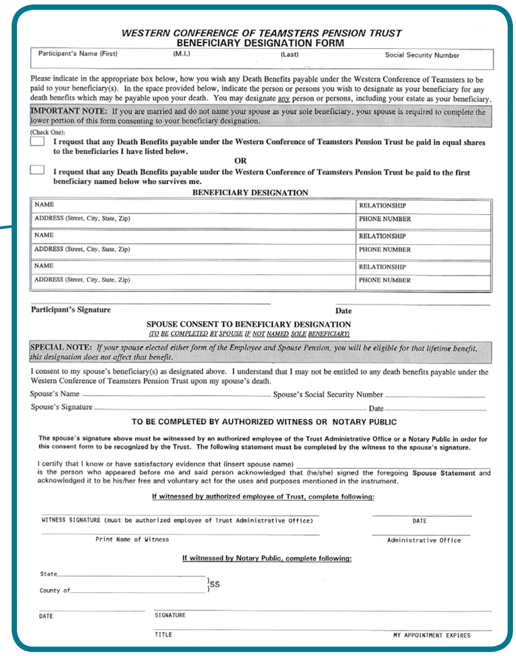
There are several forms in your *Benefit Election Packet* for you to review and complete. Here are examples of a *Benefit Election Form*, *Beneficiary Designation Form*, *Spouse Consent Form* and *Federal Income Tax Withholding Form*. On the opposite page is an example of the *Benefit Election Form* showing how the various benefit payment options described in this chapter are shown on the form.

Make sure you complete and return all required forms to your Area Administrative Office as soon as possible so your retirement application can be processed and benefits can begin.

If you have any questions about your pension choices or any of the forms you receive, contact your Area Administrative Office.

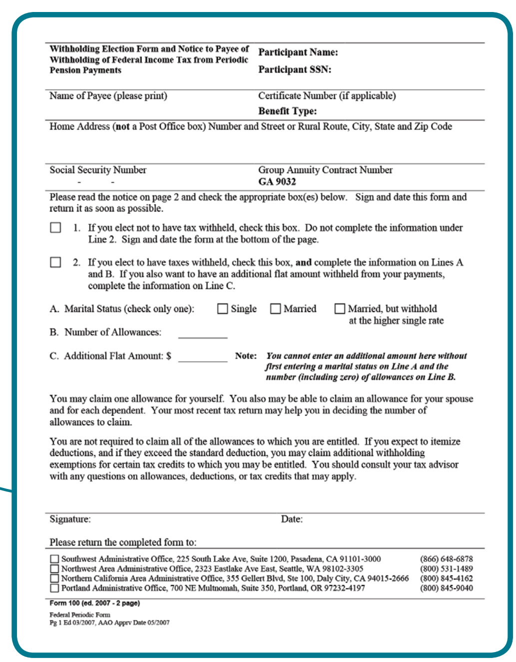


Benefit Election Form



Beneficiary Designation Form

Spouse Consent Form



Federal Income Tax Withholding Election Form

Optional Lump Sum Death Benefit You can choose this benefit so your Plan beneficiary receives a lump sum payment after your death. If you choose this benefit, your monthly benefit is reduced by a small amount (see page 79).

***Regular* Employee and Spouse Pension** With this option, you receive a reduced monthly pension for your life. If you die first, your spouse receives **66 2/3%** of your benefit for life if you have recent coverage, otherwise **50%** (see page 76).

***Regular* Employee and Spouse Pension with Benefit Adjustment Option** This benefit is similar to the one above except your benefit amount is increased until age 62 or age 65. You receive a reduced amount after that. The benefit your spouse receives after your death is calculated as if you chose the employee and spouse pension without the benefit adjustment option (see pages 77-78).

***Optional* Employee and Spouse Pension** With this option, you receive a reduced monthly pension for your life. If you die first, your spouse receives **75%** of your benefit for life (see page 77).

***Optional* Employee and Spouse Pension with Benefit Adjustment Option** This benefit is similar to the one above except your benefit amount is increased until age 62 or age 65. You receive a reduced amount after that. The benefit your spouse receives after your death is calculated as if you chose the employee and spouse pension without the benefit adjustment option (see pages 77-78).

Life Only Pension With the life only pension, you receive a level monthly benefit for your lifetime (see page 75).

Life Only Pension with Benefit Adjustment Option This benefit is available if you are eligible to choose early retirement. Under the benefit adjustment option, you receive an increased benefit until age 62 or age 65 and a reduced amount after that (see pages 75-76).

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST
BENEFIT ELECTION FORM

Participant's Name: (First) **JOHN**	(M.I.)	(Last) **DOE**	Social Security Number: **XXX-XX-9999**
Date of Birth: **07/03/1958**	Application Receipt Date: **05/31/2013**		Statement Date: **06/14/2013**

Below are the monthly Benefit Payment Options you are eligible to elect. Please read carefully all the information included in your retirement packet and the enclosed *Summary of Benefit Payment Options* before making your election. You make your option election by checking one box in either *Column 1* or *Column 2* and then signing your name below. If you are married, your spouse must consent to your election by completing the enclosed *Spouse Consent Form. (Note, if your marital status has changed between the date shown as your Pension Effective Date and the date you are signing this election form, contact your Area Administrative Office for additional information about the spousal consent requirements.)*

Column 1 The Benefit Payment Options below have been reduced to provide an **Optional Lump Sum Death Benefit** of: **$15,960.00**		**The Pension Effective Date of Your Benefit is: August 1, 2013**	***Column 2*** The Benefit Payment Options below do not include an Optional Lump Sum Death Benefit	
Benefit Payable to Participant	**Benefit to Spouse Upon Your Death**	**BENEFIT PAYMENT OPTIONS**	**Benefit Payable to Participant**	**Benefit to Spouse Upon Your Death**
Monthly Benefit Payment Options For Your Lifetime and Your Spouse's Lifetime After Your Death				
☐ $1,151.50	$768.00	**A1.** ***Regular* Employee and Spouse Pension**	☐ $1,186.00	$791.00
☐ $1,300.00 to 62 $1,060.00 after	$768.00	**A2.** ***Regular* Employee and Spouse Pension with Benefit Adjustment Option to Age 62**	☐ $1,334.50 to 62 $1,094.50 after	$791.00
☐ $1,299.50 to 65 $999.50 after	$768.00	**A3.** ***Regular* Employee and Spouse Pension with Benefit Adjustment Option to Age 65**	☐ $1,334.00 to 65 $1,034.00 after	$791.00
☐ $1,137.00	$853.00	**B1.** ***Optional* Employee and Spouse Pension**	☐ $1,171.00	$878.50
☐ $1,285.50 to 62 $1,045.50 after	$853.00	**B2.** ***Optional* Employee and Spouse Pension with Benefit Adjustment Option to Age 62**	☐ $1,319.50 to 62 $1,079.50 after	$878.50
☐ $1,285.00 to 65 $985.00 after	$853.00	**B3.** ***Optional* Employee and Spouse Pension with Benefit Adjustment Option to Age 65**	☐ $1,319.00 to 65 $1,019.00 after	$878.50
Monthly Benefit Payment Options For Your Lifetime Only				
☐ $1,330.00	N/A	**C1.** **Life Only Pension**	☐ $1,369.50	N/A
☐ $1,478.50 to 62 $1,238.50 after	N/A	**C2.** **Life Only Pension with Benefit Adjustment Option to Age 62**	☐ $1,518.00 to 62 $1,278.00 after	N/A
☐ $1,478.00 to 65 $1,178.00 after	N/A	**C3.** **Life Only Pension with Benefit Adjustment Option to Age 65**	☐ $1,517.50 to 65 $1,217.50 after	N/A
$63,840.00		**4 Year Certain Death Benefit**	**$65,736.00**	

If you elect any of the Life Only Pension payment options under "C" above and die before receiving approximately 4 years of benefit payments, this 4 Year Certain Death Benefit may be payable to your beneficiary. Under Column 1, the 4 Year Certain Death Benefit is reduced by a small percentage for the Optional Lump Sum Death Benefit. The actual Death Benefit will be based on the amount shown above and reduced by the benefit payments you were entitled to receive before your death. Note, if an amount is not shown, you do not qualify for this benefit.

STATEMENT OF PARTICIPANT

I hereby request that my benefit be paid as I have chosen above **(check only one box). I further understand that my Pension Effective Date is the date shown above.** I understand that my spouse must consent to my elections by signing the Spouse Consent Form. I realize that this election revokes and cancels all prior elections I may have made.

PARTICIPANT'S SIGNATURE:______________________________ **DATE:**____________

Revised 12.07 306999

CHAPTER 13

Working After You Retire

This chapter explains how you can lose benefits or earn additional benefits if you go back to work after retirement. You should review this information even before you retire.

Important Topics

- Suspension of Benefits Rules
- Suspendible Employment
- Reemployment Hours Limits
- Reporting Requirements
- Suspension of Benefit Payments
- Re-Starting Your Suspended Benefits
- Annual Retiree Certification
- Reemployment Pension Increase

How Returning to Work Affects Your Benefits

This chapter explains how you can lose benefits if you go back to work in covered or non-covered *suspendible employment* after retirement. If you are considering a return to work after retirement—in covered or non-covered employment—you need to know about your Plan's *suspension of benefits* rules before you accept a job. These rules are explained starting on this page.

The Plan also has rules that allow you to increase your retirement benefits if you return to work in covered employment after retirement and work a certain number of hours. The rules about increasing your benefits are explained starting on page 91.

Important Reminder: After you retire, if you return to work within six months for the employer you last worked for in covered employment, you may forfeit your right to receive retirement benefits until you stop working again. If you are considering going back to work for your last covered employer, you should review the *Retirement from Employment* rules on pages 68-69. Even if the job being offered is different from your previous job, the fact that you are returning to work for the same employer may result in your retirement being canceled. Contact your Area Administrative Office if you have additional questions.

Suspension of Benefits Rules

Under the Plan's suspension of benefits rules, you forfeit the right to receive your age retirement benefit for any month if:

- You work in suspendible employment during that month, and
- The hours you work equal or exceed your hours limit for that month.

The chart to the right gives a brief explanation of suspendible employment. A more detailed explanation starts on the next page. The hours limits are explained on page 88.

The suspension of benefits rules require that you notify your Area Administrative Office in writing whenever you return to work in any type of employment. Also, each year you must complete an *Annual Retiree Certification* form. These reporting requirements are explained on pages 88-89.

The Plan's suspension of benefits rules apply to you through the end of the month in which you turn age 65. After that, you can work as much as you want in any kind of job, without worrying about forfeiting your monthly benefit.

If you are thinking about returning to work in any job, ask your Area Administrative Office in advance to give you a written evaluation that tells whether that job qualifies as suspendible employment. That's the only way you will know whether you will lose retirement benefits if you work in that job at or above the applicable *hours limits*. See pages 88-89 for more details.

Note: *If you retire on a disability retirement benefit and return to work, the Plan's suspension of benefits rules do not apply to you. But you may lose your entitlement to Social Security disability benefits by working and as a result, lose your right to receive disability retirement benefits from the Plan.*

Explanation of Suspendible Employment

Suspendible Covered Employment

Your **covered employment** as a retiree is suspendible employment if it meets *all* of the following tests. The work must be in:

1. A **trade** or **craft** in which you worked at any time while covered by the Plan before your retirement, and
2. Any **industry** covered by the Plan when you retired (even if you never worked in that industry before retirement), and
3. Any **geographic area** covered by the Plan when you retired (even if you worked in a different location before retirement).

Definition of covered employment: This is work you perform for an employer who is obligated to make contributions to the Pension Trust on your behalf under a pension agreement.

Suspendible Non-covered Employment

Your **non-covered employment** (including self-employment) is suspendible employment if it meets *all* of the following tests. The work must be in:

1. A **trade** or **craft** in which you worked at any time while covered by the Plan before your retirement, and
2. Any **industry** in which you worked at any time while covered by the Plan before your retirement, and
3. Any **geographic area** covered by the Plan when you retired (even if you worked in a different location before retirement).

Definition of non-covered employment: This is work you perform that is not covered under a pension agreement.

Suspendible Employment

The Plan applies *three* separate tests to determine whether your after-retirement work is subject to the Plan's suspension of benefits rules. They are:

- The *trade* or *craft* test
- The *industry* test
- The *geographic area* test

For your reemployment to qualify as suspendible employment, the Plan must determine that your employment meets *all three* of these tests. In other words, if the Plan determines that your employment fails to meet *any one* of the three tests, that specific work will not qualify as suspendible employment.

The tests are different depending on whether your work is in covered or non-covered employment. The chart on the previous page explains the difference between suspendible *covered* employment and suspendible *non-covered* employment.

The charts to the right explain the three tests in more detail. They are intended to serve only as an informational guide. If you are considering returning to work after retirement (or are already working as a retiree), you should not attempt to apply these tests on your own or rely on anything other than a written evaluation from your Area Administrative Office.

If you make a mistake in interpreting or applying any of these tests, you can suffer serious financial consequences as a result. Instead, any time you are considering reemployment, always ask your Area Administrative Office for a written evaluation of your proposed work. That is the *only* way you can find out if your work will be suspendible employment (see pages 88-89).

Test 1 Trade or Craft

When testing for **trade** or **craft**, the Plan compares your job after retirement with the job you worked in as a covered employee before retirement. The Plan looks at broad categories of jobs to determine whether two jobs are in the same or different trades or crafts. For example, if your job before retirement was driving some type of motor vehicle and your after retirement job involves driving a motor vehicle of a different type or size or with a different purpose, both jobs will likely be considered in the same trade and craft since they both involve driving a motor vehicle, even if the two jobs involved hauling different kinds of cargo or materials. You also are considered to be working in the same trade or craft if you are supervising personnel who use skills that you used as a covered employee before your retirement.

Test 2 Industry

When testing your employment for **industry**, the Plan first considers whether your employment is in covered employment or non-covered employment.

If your job is in **non-covered employment**, this test is met if the industry your employer operates in is an industry you worked in before retirement.

If your job is in **covered employment**, this test is met if the industry your employer operates in also includes employers who contribute to the Pension Trust. Unlike non-covered employment, the industry does not have to be one you actually worked in before you retired.

The Plan looks at broad categories of business activities to determine what industry an employer is engaged in. For example, if your employer's primary business activity is hauling items for a third party, the employer most likely will be considered to be part of the *freight* industry, either general freight or a type of specialized freight, depending on the equipment used and the items being hauled. This is true even if the items being hauled are building materials, debris, dirt, petroleum products, automobiles or the like. Some contract haulers transport goods and materials for companies in many different industries such as oil refiners, wholesale or retail grocers, construction contractors or the U.S. Postal Service. That does not mean that these contract haulers are engaged in the industry of the company for which they are providing transport services. Because they are a third-party hauler, they are considered part of the freight industry.

Test 3 Geographic Area

When testing for **geographic area**, the Plan considers whether your job is in the geographic area covered by the Plan. This area includes *all* of the 13 Western states (including Alaska and Hawaii) and any other state where covered employees are working when you retire. Ask your Area Administrative Office for specifics.

Note: If you retired under the Plan before January 1, 2014, only employment in the 13 Western states will be considered in determining whether your employment is suspendible employment.

Applicable Hours Limits

Under your Plan's suspension of benefits rules, you lose the right to receive your retirement benefit payment for any calendar month if the hours of suspendible employment you work (or are paid for) equal or exceed your applicable hours limit for that month. The hours limit that applies depends on your age at the beginning of the month. The chart to the right shows the rules for determining your hours limit.

Your Plan counts hours that you actually work as well as hours for which you are paid (such as vacation, jury duty, sick leave or other paid hours).

If you are paid on a basis other than hours worked, such as mileage, your hours of suspendible employment are determined using the same formula that determines the number of hours for which your employer is required to make contributions to the Pension Trust. Contact your Area Administrative Office if you have questions regarding how the mileage rules apply.

A special rule applies if the Plan cannot determine how many hours of suspendible employment you actually worked in a month. Under that rule, the Plan assumes that you worked in suspendible employment in excess of your hours limit for that month if:

- You receive pay for eight or more days (or separate work shifts) in that month, or
- You receive pay for eight or more days (or separate work shifts) in any four-week or five-week payroll period ending within that month.

Applicable Hours Limits

Up to Age 60

If your reemployment occurs in a month that begins prior to or includes your 60th birthday, you will forfeit your monthly benefit if you work 50 or more hours of suspendible employment in that month.

Ages 60 to 65

If your reemployment occurs anywhere between the month following your 60th birthday through the month that includes your 65th birthday, you will forfeit your monthly benefit if you work 85 or more hours of suspendible employment in that month.

After Age 65

If your reemployment occurs in a month that begins on or after your 65th birthday, you can work *any* number of hours and your benefits will not be suspended.

Reemployment Reporting Requirements

If you decide to go back to any kind of work (covered or non-covered) after you retire and you are under age 65, Plan rules require that you notify your Area Administrative Office before you start your job. You must do so even if you think your work is not suspendible employment. That way you can find out beforehand if your work may cause you to lose any benefits. The financial consequences of failing to follow this reporting requirement could be severe. Once you are age 65 or older, there are no reporting requirements.

If the Pension Trust finds out that you are working before age 65, and you have not already reported it, your benefit payments may be suspended while your Area Administrative Office gathers more information to determine whether your work is suspendible employment.

Contact your Area Administrative Office as soon as possible if you are considering returning to work. Do not wait until after you have already begun working. Your Area Administrative Office will provide you with a *Request for Evaluation of Reemployment* form to complete. You can also download the form from the Plan website at **www.wctpension.org**.

On the *Request for Evaluation of Reemployment* form, you must provide enough information about your work, including the location and the number of hours you expect to work. If you do not know your work schedule, provide your best estimate of the hours you will work. This information helps the Plan determine whether your work is suspendible employment and whether your hours each month equal or exceed your hours limit.

If your employment is performed through a temporary or staffing agency that dispatches you to work with more than one employer, you must provide the required information for each employer.

Reemployment determinations cannot be given over the phone. To receive a determination on whether a job is considered suspendible employment, you must submit a *Request for Evaluation of Reemployment* form to your Area Administrative Office.

If you decide to start working for the employer before you receive your determination letter, make sure to stay under the applicable hours limit in case the work is determined to be suspendible employment.

If you are considering more than one job, you must complete a separate *Request for Evaluation of Reemployment* form for each.

Note: *Determinations cannot be made on hypothetical jobs. The Pension Trust will only make a determination on actual jobs you are considering for a specific employer. If you have a job description from your employer, include it with your request form.*

Allow your Area Administrative Office approximately *30 days* to review your request and forward you a determination. If the reemployment you have asked your Area Administrative Office to review is determined to be suspendible employment, your Area Administrative Office provides you with information about the Plan's suspension of benefits rules and how you can appeal the decision. The *Reemployment Checklist* on this page helps you through the steps you should follow to obtain an official determination about how your proposed reemployment will impact your retirement benefits.

Reemployment Checklist

If you are considering going back to work before age 65, you *must* take the following steps *before* you begin working, to avoid any overpayment of your benefits.

First

Find out the following information on your new job:

- Whether your job will be in covered or non-covered employment
- The primary industry of your employer
- Your job description, including the skills you will use (ask the employer for a copy)
- The state(s) you will work in

Second

Obtain a *Request for Evaluation of Reemployment* form from your Area Administrative Office or the Plan's website at **www.wctpension.org**. Complete the form and include the information you gathered in step one. If you do not provide all required information, action on your request may be delayed.

Third

Return the completed form to your Area Administrative Office. They will provide a written evaluation that tells whether your work is suspendible employment. If it is, your retirement benefits will be subject to the Plan's suspension of benefits rules. Then you can decide whether to accept the job and possibly forfeit all or a portion of your retirement benefits if you work at or above the Plan's applicable hours limits.

Suspension of Benefit Payments

If your work after retirement qualifies as suspendible employment, your retirement benefits are subject to either full or partial suspension for each month you work at or above the applicable hours limits. This means that for each of those months, you lose (forfeit) the right to receive all or the portion of your monthly benefit that is subject to suspension.

Once the Pension Trust determines that you are working in suspendible employment at or above your hours limit, your benefit payments will be suspended. If the partial suspension rule applies (as explained on the next page), only a portion of the payment will be suspended. When benefit payments are suspended the Pension Trust will send you a notice telling you what is being done and why.

If you receive benefit payments for any months when your hours of suspendible employment equal or exceed your applicable hours limit, you must repay these amounts to the Pension Trust. If you do not repay by check, the Plan will deduct what you owe from future benefit payments including benefits payable to your spouse or beneficiary after your death.

Your benefit payments do not resume unless you provide satisfactory evidence that you worked less than your applicable hours limit each month or that your work is not suspendible employment.

Reminder: The Plan's suspension of benefits rules only apply through the end of the month in which you turn age 65. After that, you can work as much as you want in any kind of job, without worrying about forfeiting your monthly benefit.

Full or Partial Suspension

The percentage of your current retirement benefit that is subject to suspension depends on whether your work is in covered or non-covered employment.

Full Suspension. If your work is in covered suspendible employment, **100%** of your monthly retirement benefit is subject to suspension.

Partial Suspension. If your work is in non-covered suspendible employment, only the portion of your retirement benefit that you earn after 1994 is subject to suspension. The portion earned before 1995 is protected from suspension and is called your *protected percentage* (see example to the right).

Protected Percentage

If you work in suspendible non-covered employment at or above your applicable hours limit, only the monthly retirement benefit that you earn after 1994 is subject to suspension. You will continue to receive the portion of your retirement benefit earned for work before 1995. The protected percentage of your monthly retirement benefit is determined as shown below.

Benefit you earned before 1995 ÷ **Total benefit you earned up to your pension effective date** = **Protected Percentage**

For example, assume your retirement benefit under the life only pension option is $1,000 and your protected percentage is 60%. If you work in suspendible non-covered employment after retirement at or above the applicable hours limit, you still receive the protected percentage of your monthly benefit ($600). You forfeit the remaining portion of your benefit ($400).

Remember, if you work in suspendible covered employment, 100% of your monthly benefit is subject to suspension.

Re-Starting Your Suspended Benefits

If your retirement benefits are suspended because you return to employment, your benefits are not re-started until you complete and file a *Benefit Resumption Notice* with your Area Administrative Office.

This notice must be filed once you stop working in suspendible employment, turn age 65 or your hours of suspendible employment fall below your applicable hours limit. You can request this notice from your Area Administrative Office.

If you still owe any amounts when your benefits restart, they will be deducted from your first monthly benefit payment. If your first benefit payment is not enough to recover what you owe the Pension Trust, 25% of your future benefit payments are withheld until the entire amount is repaid. If you die before all amounts you owe the Pension Trust are repaid, the balance will be deducted from any death benefits otherwise payable to your Plan beneficiary and if necessary, from any monthly benefits payable to your spouse (subject to the 25% rule).

Special Rule

Additional Protection

A special suspension of benefits rule may apply if you return to work in non-covered employment and in an industry different from any industry you worked in before retirement. Under this rule, if the unit you are working in later becomes covered by the Plan, your retirement benefits will not be suspended when your work for that employer changes from non-covered to covered employment.

This special rule no longer applies if you go to work for another employer. Your Area Administrative Office can give you more information about this special rule and whether it applies to you.

The suspension of benefits rules explained in this chapter are effective July 1, 2004. Different rules apply to reemployment before July 2004.

Annual Retiree Certification

Each year the Plan sends an *Annual Retiree Certification* form to all age retirees under age 65. On this form, you must list all work performed in the previous calendar year. You may also be asked to authorize the Pension Trust to obtain verification of your earnings for the year from Social Security.

Plan rules require that you complete and return the *Annual Retiree Certification* form within 30 days. (The annual certification requirement is waived for calendar years after your 65th birthday.)

If you are under age 65 and do not return the completed *Annual Retiree Certification* form to your Area Administrative Office by the deadline, your monthly benefits are suspended until you provide the required information.

Benefits are also suspended if your completed *Annual Retiree Certification* form shows that you worked in the previous calendar year but does not provide enough information for the Plan to determine if your work is suspendible employment, or if your hours equaled or exceeded the applicable *hours limit* in any month.

As long as you are under age 65, your benefits will continue to be suspended until you provide satisfactory evidence that you either worked less than your hours limit per month or that your work is not suspendible employment.

If you have properly followed the Plan's rules for notification of any reemployment, the *Annual Retiree Certification* form will likely serve to simply confirm the information you have already provided to the Plan. As explained in this chapter, the Plan requires you to promptly notify your Area Administrative Office in writing any time you return to work in any capacity before your 65th birthday. If you first notify your Area Administrative Office on the *Annual Retiree Certification* form, the financial consequences can be severe if it is found you were performing suspendible employment.

Increasing Your Benefit After Retirement

If you return to covered employment after retirement, you may qualify for increased benefits once you again retire. There are two ways you can increase the benefit you are receiving:

- Pension increase
- Total benefit recomputation

Reemployment Pension Increase

A pension increase is separate from your original retirement benefit and is payable in addition to your original amount. The increase is based only on the basic contributions paid on your behalf during your period of reemployment. In some cases, your increase may also include a non-contributory service benefit based on past employment or intermediate employment. Your Area Administrative Office can provide you with additional information if you think you may be eligible.

If you take normal or early retirement, there are two ways you qualify for a pension increase:

- You complete at least 750 covered hours after your original pension effective date, or
- You complete at least 750 covered hours after the date your last pension increase takes effect.

If you take disability retirement, the Plan only looks at your covered hours after age 65 to see if you qualify for a pension increase.

The earliest date you can receive your pension increase is January 1 following the year when you qualify.

Applying for a Reemployment Pension Increase

Before you can receive your pension increase you must do *all* of the following:

1. You must again retire from employment if you are under age 65, and
2. You must apply for benefits, and
3. You must qualify for a pension increase, and
4. The Pension Trust must approve your application.

If you stop work, or are about to stop work in covered employment as a retiree, you should contact your Area Administrative Office as soon as possible to find out if you qualify for a pension increase. They will give you an application to complete on which you can choose your desired pension effective date.

Under the Plan's retro payment rule, your pension effective date can be no more than 23 calendar months from the date your Area Administrative Office receives your application (24 calendar months if your application is received on the first day of the month). It is best to get your application on file as soon as you decide to stop working. For additional information, see Chapter 11.

When You Must Apply for a Pension Increase
When you apply for a pension increase, the amount is considered separate from your original benefit. Since your pension increase is a separate benefit, you can choose a different benefit payment option for your pension increase than you chose for your original retirement benefit, as long as the increase takes effect by January 1 of the year after you turn age 65. If you are married, your spouse is required to consent to your election (see Chapter 12).

Once your Area Administrative Office verifies your eligibility for the increase, you are sent an information packet containing your personalized *Benefit Election Form* that explains the payment options available for your pension increase. The amounts shown are based only on the basic contributions paid for your covered hours during your period of reemployment. They are paid in addition to your original benefit. For details about making your pension choices, see Chapter 12.

Your Plan's suspension of benefits rules also apply to your pension increase. If you are under age 65 and go back to suspendible employment after your pension increase starts, both your original benefit and your pension increase are subject to suspension for any month when your hours of suspendible employment for the month equal or exceed your hours limit.

Automatic Pension Increases
If you have previously qualified for a pension increase after the year in which you turn age 65, you do not need to apply for any later pension increases for which you may qualify. Your pension increase starts automatically. Once the amount of your automatic pension increase is calculated, payment begins retroactive to the beginning of the calendar year after the year in which you qualify. If you have questions about the status of your reemployment pension increase, the Area Administrative Office recommends that you contact them in *June* following the year in which you meet the eligibility requirements.

Total Benefit Recomputation
With a total benefit recomputation, your original retirement benefit is canceled and replaced with a completely new benefit. Your new benefit is based on your covered hours and basic contributions earned *before* your original retirement plus the covered hours and basic contributions you earn *after* your original retirement. Your new recomputed benefit is based on your age on your new pension effective date and is adjusted to reflect the value of all benefit payments you already received.

There are *two* ways you qualify for a total benefit recomputation:

- You complete 1,500 covered hours within a 12-month period and do so within 36 months of your original pension effective date and before age 70, or
- You complete 6,000 covered hours over a 60-month period after your pension effective date and do so before age 70.

If you take disability retirement, you cannot qualify for a total benefit recomputation.

Applying for a Total Benefit Recomputation
Before you can receive your total benefit recomputation you must do *all* of the following:

1. You must again retire from employment if you are under age 65, and
2. You must apply for benefits, and
3. You must qualify for a total benefit recomputation, and
4. The Pension Trust must approve your application.

If you apply for a total benefit recomputation, your application is processed using the rules and procedures explained in Chapter 11.

If you are under age 65, your Plan's suspension of benefits rules also apply to your new recomputed benefit. The rules apply beginning with your new pension effective date.

If you return to covered employment after retirement and would like to find out if you are eligible for a total benefit recomputation or pension increase, contact your Area Administrative Office.

CHAPTER 14

Other Information

This chapter explains how to request more details about your specific benefits. It describes reciprocal benefits, Qualified Domestic Relations Orders, federal benefit limits and Plan mergers. It also provides general information and legally required language about the Plan.

Important Topics

- Requesting Benefit Information
- Appeal of Denied Claims
- Appeal of Denied Disability Absence Protection
- Qualified Domestic Relations Orders
- Federal Limit on Benefit Amounts
- Plan Mergers
- Reciprocal Benefits
- Other Important Information
- Pension Benefit Guaranty Corporation
- ERISA Rights Statement

14

Requesting Benefit Information

Your Plan offers a number of ways to check on your Plan coverage, vesting status, recent coverage and earned benefits. It's never too soon to find out what your Plan offers and to get accurate information about your benefits.

Personal Benefit Statements

Personal Benefit Statements are sent automatically by the end of June each year to most active participants with valid addresses on file. If you haven't received a statement and you worked 250 or more covered hours in the previous year, contact your Area Administrative Office. They can verify your address, making any corrections necessary to ensure that you receive all of your future statements. See Chapter 2 for more information regarding the *Personal Benefit Statement*.

The information included on your *Personal Benefit Statement* is not verified. For this reason, you should periodically request one of the statements described in the chart on this page.

Personal Interview

You can also schedule a personal interview with a Plan representative to discuss your Plan coverage, benefits and retirement choices by contacting your local union or Area Administrative Office.

Benefit Information

Work History Statement

- Gives a complete listing of all the covered hours paid on your behalf.
- Reports your vesting status, including any interruptions of service or forfeitures.
- Provides information about your eligibility for the Rule of 84 and PEER.

Accrued Benefit Statement

- Reports your vesting status, including any interruptions of service or forfeitures.
- Estimates your normal retirement benefit (age 65)—based on your covered employment to date.
- Provides information about your eligibility for the Rule of 84 and PEER.

Estimate of Benefits

- Available if you are vested and nearing your earliest retirement age (age 55).
- Estimates benefit amounts under each available payment option, based on your age and your spouse's age (if married) for the pension effective date you request.
- Provides information about your eligibility for the Rule of 84 or PEER on the pension effective date you request.

Sample statements are shown on pages 95 and 96.

Benefit Statements

The statements shown on these two pages are available by contacting your Area Administrative Office. Always provide your Social Security number. These statements are available free of charge. Each can be requested once every 12 months.

The Work History Statement shows your vesting status, years of contributory service and your PEER status.

This statement lists all of your covered hours by year.

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST
WORK HISTORY STATEMENT
(This is not an application for benefits)

Page 1

June 5, 2013

JOHN DOE
12345 A STREET
ANYTOWN ID 83333-0000

PARTICIPANT'S PERSONAL INFORMATION

Social Security Number **XXX-XX-9999**	Administrative Code **1061300002 088**
Birth Date **08/01/1959**	Sex **Male**
Spouse Date of Birth **10/14/1968**	Date of Marriage **11/05/2001**

PARTICIPANT'S PEER INFORMATION

Age and Contributory Service		PEER Program Hours	
Your Age	**53**	PEER/84	**0.0**
Years of Contrib. Service +	**28**	PEER/82	**3490.5**
Total =	**81**	PEER/80	**0.0**
		PEER Lock In	**Yes 82**

Past Employment Date(s) Special	Continuous	First Covered Hour
	08/02/1982	**08/02/1982**

Last Employer	Last Local Union
ABC COMPANY	**0483**

Listed below are all the hours that have been credited on your behalf through **12/2012** , ignoring any possible Breaks and Forfeitures of Service. An asterisk denotes a year that is counted towards meeting the Contributory Service Requirements.

YEAR	HOURS	YEAR	HOURS	YEAR	HOURS	YEAR	HOURS	YEAR	HOURS
1982	382.0	*1995	1241.0	*2008	1689.0				
*1983	1243.5	*1996	1106.5	*2009	1668.5				
*1984	1129.0	*1997	2076.5	*2010	2196.5				
*1985	734.5	*1998	1869.5	*2011	2342.3				
1986	0.0	*1999	1884.0	*2012	2105.5				
1987	0.0	*2000	1693.5	2013	0.0				
*1988	1125.5	*2001	1639.0						
*1989	1787.0	*2002	2036.0						
*1990	1757.5	*2003	1743.5						
*1991	1474.5	*2004	2055.0						
*1992	2094.5	*2005	1893.0						
*1993	1571.2	*2006	2007.0						
*1994	2184.5	*2007	2001.5						

According to Plan records, your accrued benefit amounts are fully vested and non-forfeitable. You became a Vested Participant 01/01/1992.

Remember that these statements are not applications for benefits. Your details will be verified when you apply for benefits. See Chapter 11 for information on how to apply for retirement benefits and choose your pension effective date. See Chapter 12 to find out how benefits are paid and how to choose your payment options.

All Plan statements are based on data you have provided and information from the Pension Trust's records. If you notice incorrect or missing details, contact your Area Administrative Office immediately.

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST
NON-VERIFIED BENEFIT STATEMENT
(This is not an application for benefits)

Page 1

June 5, 2013

JOHN DOE
12345 A STREET
ANYTOWN ID 83333-0000

PARTICIPANT'S PERSONAL INFORMATION

Social Security Number **XXX-XX-9999**	Administrative Code **1061300003 088**
Birth Date **08/01/1959**	Sex **Male**
Spouse Date of Birth **10/14/1968**	Date of Marriage **11/05/2001**
Past Employment Date(s) Special / Continuous **08/02/1982**	First Covered Hour **08/02/1982**
Last Employer **ABC COMPANY**	Last Local Union **0483**

PARTICIPANT'S PEER INFORMATION

Age and Contributory Service		PEER Program Hours	
Your Age	53	PEER/84	0.0
Years of Contrib. Service +	28	PEER/82	3490.5
Total =	81	PEER/80	0.0
		PEER Lock In	Yes 82

Your accrued benefit is the amount you would receive at normal retirement age (usually age 65). The amount of your benefit when you decide to retire will vary depending on the type of benefit you are eligible to receive.

The benefit shown below is based on your coverage accrued under the Plan through **06/01/2013.**

YOUR ACCRUED BENEFIT AMOUNT AT NORMAL RETIREMENT AGE IS : **$2320.50**

Contribution Account Benefit **$2214.04**

(Based on contributions after 1986)
Noncontributory Service Benefit **$0.00**
Contributory Service Benefit **$2214.04**

5 - Year Average Benefit **$106.06**

(Based on Service Credits through 1986)
Rate Used In Calculation **1.7783**
Restoration Credits **0.000**
Total Service Credits **1.861**
Value Per Service Credit **56.989**

According to Plan records, your accrued benefit amounts are fully vested and non-forfeitable. You became a Vested Participant 01/01/1992.

The Accrued Benefit Statement helps you understand the benefits you have earned to date. It shows the value of your monthly pension benefits at age 65 based on your coverage accrued under the Plan through a specific date.

The accrued benefit amount shown is non-verified. Your exact amount will vary depending on when you decide to retire, the type of benefit you are eligible to receive, your choice of payment options and other factors.

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST
ESTIMATE OF BENEFITS
(This is not an application for benefits)

Participant's Name (First)	(M.I.)	(Last)	Date Prepared / Administrative Code
JOHN		**DOE**	**06/05/2013 1061300001**

PARTICIPANT'S PERSONAL INFORMATION

Social Security Number **XXX-XX-9999**	
Birth Date **08/01/1959**	Sex **Male**
Spouse Date of Birth **10/14/1968**	Date of Marriage **11/05/2001**

PARTICIPANT'S PLAN INFORMATION

Past Employment Date(s) Special / Continuous **08/02/1982**	First Covered Hour **08/02/1982**
Last Employer **ABC COMPANY**	Last Local Union **0483**

THIS ESTIMATE IS BASED ON A PENSION EFFECTIVE DATE OF: 08/01/2014 AT AGE: 55 0/12

Column 1 — The Benefit Payment Options below have been reduced to provide an **Optional Lump Sum Death Benefit** of: **$27,036.00**

Column 2 — The Benefit Payment Options below do not include an Optional Lump Sum Death Benefit

BENEFIT PAYMENT OPTIONS

Column 1: Benefit Payable to Participant	Column 1: Benefit to Spouse Upon Your Death		Column 2: Benefit Payable to Participant	Column 2: Benefit to Spouse Upon Your Death
Monthly Benefit Payment Options For Your Lifetime and Your Spouse's Lifetime After Your Death				
$1,933.00	$1,289.50	**A1.** ***Regular*** **Employee and Spouse Pension**	$1,991.00	$1,328.00
$2,081.50 to 62 $1,841.50 after	$1,289.50	**A2.** ***Regular*** **Employee and Spouse Pension with Benefit Adjustment Option to Age 62**	$2,139.50 to 62 $1,899.50 after	$1,328.00
$2,081.00 to 65 $1,781.00 after	$1,289.50	**A3.** ***Regular*** **Employee and Spouse Pension with Benefit Adjustment Option to Age 65**	$2,139.00 to 65 $1,839.00 after	$1,328.00
$1,904.00	$1,428.00	**B1.** ***Optional*** **Employee and Spouse Pension**	$1,960.50	$1,470.50
$2,052.50 to 62 $1,812.50 after	$1,428.00	**B2.** ***Optional*** **Employee and Spouse Pension with Benefit Adjustment Option to Age 62**	$2,109.00 to 62 $1,869.00 after	$1,470.50
$2,052.00 to 65 $1,752.00 after	$1,428.00	**B3.** ***Optional*** **Employee and Spouse Pension with Benefit Adjustment Option to Age 65**	$2,108.50 to 65 $1,808.50 after	$1,470.50
Monthly Benefit Payment Options For Your Lifetime Only				
$2,253.00	N/A	**C1. Life Only Pension**	$2,320.50	N/A
$2,401.50 to 62 $2,161.50 after	N/A	**C2. Life Only Pension with Benefit Adjustment Option to Age 62**	$2,469.00 to 62 $2,229.00 after	N/A
$2,401.00 to 65 $2,101.00 after	N/A	**C3. Life Only Pension with Benefit Adjustment Option to Age 65**	$2,468.50 to 65 $2,168.50 after	N/A
$108,144.00		**4 Year Certain Death Benefit**	**$111,384.00**	

If you elect any of the Life Only Pension payment options under "C" above and die before receiving approximately 4 years of benefit payments, this 4 Year Certain Death Benefit may be payable to your beneficiary. Under Column 1, the 4 Year Certain Death Benefit is reduced by a small percentage for the Optional Lump Sum Death Benefit. The actual Death Benefit will be based on the amount shown above and reduced by the benefit payments you were entitled to receive before your death. Note, if an amount is not shown, you do not qualify for this benefit.

Beneficiary card is enclosed. Retirement Application Form is enclosed.

The Estimate of Benefits may be requested at Age 50 or later. Participants are encouraged to request an *Estimate of Benefits* when they are near retirement age.

Your estimate shows payment choices (including amounts for your spouse if married) and optional death benefits you may choose at retirement. Side 2 of this estimate (not shown) displays your PEER status as of the effective date shown on your *Estimate of Benefits*.

Appeal of Denied Claims

Initial Deadline to Decide Your Claim

If your application for benefits, or your inquiry related to present or future benefits, is denied, your Area Administrative Office notifies you of the reasons for the denial. The notice explains how you can appeal this decision.

You are notified of the decision on your claim or inquiry no later than 90 days after the Plan receives it unless an extension, up to an additional 90 days, is required by special circumstances. You are notified if an extension is necessary.

Within 60 days after receiving notification that your application or inquiry is denied, you or your authorized representative may appeal in writing to the Plan's *Benefits Review Committee*. Personal appearances are not permitted.

Note: *If you think you are not getting all of the benefits you are entitled to, you should check with your Area Administrative Office first before making an appeal, although this is not a necessary step.*

Send your appeal to your Area Administrative Office. State clearly and specifically why you think the decision on your claim or inquiry is incorrect. To help you prepare your appeal, you or your representative, upon request and free of charge, will be provided with reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits or inquiry related to present or future benefits (other than documents, records or information that are subject to the attorney-client or other privilege).

Your appeal should include any additional supporting evidence and other materials you want the *Benefits Review Committee* to consider. The Committee will take into account all materials you provide relating to your claim or inquiry, including materials that were sent after your initial claim or inquiry was denied. Before acting on your appeal, the Committee may require that you send additional information it reasonably believes will help in deciding your case.

Normally, the Committee makes a final decision at its next scheduled quarterly meeting after your appeal is received. However, if your appeal is received within 30 days of a meeting, the decision may not be made until the second meeting after your appeal.

In special circumstances, the Committee may delay its decision until the third meeting after your appeal. You are notified if a delay is necessary. After the Committee makes its decision, you are notified of the results as soon as possible. If your appeal is denied in whole or in part, the notice of the Committee's decision will be sent to you no later than five days after the decision is made.

Before initiating a legal action to recover any benefit under the Plan, to enforce any right under the Plan or to clarify any right to future benefits under the Plan, you must first comply with the benefit claim procedures described above. Thereafter, you may bring a civil action under *Section 502(a) of the Employee Retirement Income Security Act of 1974*, as amended, following an adverse determination on appeal.

If you receive a denial from your Area Administrative Office, contact them to discuss the reasons for the denial before you submit an appeal. If you wish to appeal, Plan representatives can explain the appeal process and whether you should provide additional documents.

Appeal of Denied Disability Absence Protection

Special Deadlines and Appeal Rules Apply

Special Deadlines. If you apply for special disability protection under the Plan's disability absence hours rule (explained in Chapter 3) or under the special recent coverage for disability rule (explained in Chapter 9), and that application is denied, your Area Administrative Office notifies you of its decision on that application no later than 45 days after receiving the application (unless an extension of up to 30 more days is necessary due to matters beyond the Plan's control).

There may be a second extension up to an additional 30 days, if necessary, due to matters beyond the Plan's control. You are notified if an extension is necessary.

The notice of extension describes the additional information, if any, that the Plan needs to review in order to make a determination on your claim for special disability protection. You have 45 days to provide the additional information (or any longer period specified in the Plan's notice).

When you are asked to provide additional information, your Area Administrative Office notifies you of the decision within 30 days from the *earlier* of:

- The date your Area Administrative Office receives the additional specified information, *or*
- The end of the 45-day period (or any longer period specified in the Plan's notice sent to you to provide the additional specified information).

Special Appeal Rules. If you apply for special disability protection, and that application is denied, you have 180 days, rather than 60 days, to file your written appeal of that denial.

If a particular internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on your application for special disability protection, the notice of denial will identify the rule, guideline, protocol or similar criterion. A copy of the internal rule, guideline, protocol or other criterion will be provided to you upon request, free of charge.

If your denied claim for special disability protection was based in whole or in part on a medical judgment, the *Benefits Review Committee* will consult with an appropriate independent health care professional in deciding your appeal of that denial. The health care professional will not be the individual who was consulted by the Plan about the initial decision on your claim, nor a subordinate of that individual.

If the *Benefits Review Committee* denies your appeal for special disability protection, the Plan will provide you, upon request, with the name of the health care professional whose advice was obtained in connection with the appeal.

Assignment of Benefits

For the protection of you and your family, Plan benefits cannot be assigned and are not subject to garnishment or attachment, except as authorized by law. This means that in most cases your pension check cannot be sent by the Plan to a creditor on your behalf. These protections may not protect your pension benefits from federal tax levies. They also do not apply to *Qualified Domestic Relations Orders* (QDROs).

Qualified Domestic Relations Orders

A state court can only order the Pension Trust to pay a portion of your benefits to your spouse, former spouse or a dependent as alimony, spousal or child support or in satisfaction of marital property rights if the order is a *Qualified Domestic Relations Order* (QDRO).

Several key requirements must be met for an order to be considered a QDRO:

1. The order *must* clearly identify the plan participant, alternate payee and name of the Plan to which the order applies. This includes the last known mailing address for the participant and alternate payee.
2. The order *must* clearly state how much of the participant's benefit is to be paid to the alternate payee and when payments are to begin.
3. The order *must* clearly state what happens when the participant and/or alternate payee dies.

Once the order is entered by the court, a signed, official copy must be provided to your Area Administrative Office so the Pension Trust can make a formal determination whether the order meets all applicable requirements to be considered a QDRO. The order is not enforceable unless it is determined to be a QDRO.

Before you prepare a proposed QDRO for the court, you or your legal counsel should request a *QDRO Information Packet* from your Area Administrative Office. This packet describes the Plan's requirements for a QDRO and includes *Model Provisions* for a *Qualified Domestic Relations Order* and an explanatory memorandum prepared by the Pension Trust's legal counsel.

You can also obtain without charge a copy of the procedures the Pension Trust follows when determining if a state court order meets the requirements to be considered a QDRO.

Model Provisions

There are two principal types of *Model Provisions* that the Pension Trust can provide to your legal counsel, depending on whether you are retired at the time of your divorce:

- Separate Interest QDRO
- Shared Interest QDRO

Both types of *Model Provisions* use the *time rule* to determine the portion of your benefit that is subject to division in your marriage dissolution proceeding. See discussion that follows on the *time rule*. If you or your attorney want to use a different formula, contact your Area Administrative Office for assistance.

If you are currently going through a divorce, you or your legal representative should contact your Area Administrative Office for specific information regarding your Plan status. Plan representatives can provide information on your Plan coverage and determine the portion of your normal retirement benefit that was earned during your marriage.

Separate Interest Model Provisions. The Separate Interest Model Provisions can be used if you are not retired at the time of your divorce or the Pension Trust has been withholding benefits on behalf of an alternate payee since the date of your first payment. This model should be used when an alternate payee wishes to receive pension benefits based on his or her lifetime rather than the participant's lifetime.

A *Separate Interest QDRO* is calculated without regard to when the participant's payments start and without regard to the form of benefit payment the participant elected. Under a *Separate Interest QDRO* the participant's benefit is divided into two separate parts—one for the participant and one for the alternate payee.

The alternate payee may begin his or her payments before the participant and receive benefits over his or her lifetime rather than the participant's lifetime. This means that the alternate payee may begin receiving his or her benefit as early as the participant's earliest retirement date (see Chapter 8), even if the participant has not retired yet. Also, the alternate payee can choose his or her form of benefit payment.

Shared Interest Model Provisions. The *Shared Interest Model Provisions* must be used if your divorce occurs after you retire and the Pension Trust has not been withholding benefits for your former spouse. They can also be used instead of the *Separate Interest Model Provisions* if you are not yet retired.

With this model. the participant and alternate payee share each benefit payment. The alternate payee cannot start receiving benefits before the participant. Payments under a *Shared Interest QDRO* stop when the participant dies or stops receiving benefits. Certain death and survivor benefits may also be awarded to an alternate payee after the participant's death.

Time Rule

The *time rule* is the formula most commonly used by family law judges to determine the portion of your benefit that is community or marital property subject to division in your marriage dissolution proceeding. This formula looks at the amount of time you have been a Plan participant during your marriage as a percentage of the total time you are a Plan participant. That percentage is then applied to your total retirement benefit to come up with the portion that is community or marital property. Usually, the non-participant spouse is then awarded one-half of the percentage of your total benefit earned during the marriage, although the parties may agree on a different allocation.

Notifying the Pension Trust of Your Dissolution

Keeping the Pension Trust updated on the status of your divorce and providing copies of your filed final order is extremely important. If your former spouse is awarded an interest in your benefits, it is also important that he or she keeps the Pension Trust advised of any address changes.

If you are the spouse or former spouse of a participant and a QDRO awards you a portion of the participant's pension, you can begin drawing benefits when the participant reaches earliest retirement age (usually age 55, or earlier if the participant is eligible to retire under a PEER Program or the Rule of 84). You should contact your Area Administrative Office for specifics about when you can begin receiving benefits.

Table 17 415 Dollar Limit if You Retire in 2013

	Age on Your Pension Effective Date					
	Age 50	Age 52	Age 55	Age 57	Age 59	Age 62
Monthly Limit	$7,473.00	$8,483.50	$10,333.00	$11,849.00	$13,656.00	$17,083.00

Federal Limit on Benefit Amounts

The federal tax code states that the monthly retirement benefit you receive from the Plan cannot exceed certain dollar maximums (sometimes called the *415 Dollar Limit*). The amount of your 415 Dollar Limit depends on your age at retirement and the year when you retire. The younger you are at retirement, the lower the 415 Dollar Limit that applies.

Table 17 above shows the monthly 415 Dollar Limit for participants retiring in 2013 at sample ages.

If your retirement benefit under regular Plan rules is higher than the 415 Dollar Limit, then the law makes your Plan adjust your benefit amount down so that it does not exceed this limit. This limit can also reduce the amounts your family receives from the Plan after your death.

How the 415 Dollar Limit Works

Let's say you decide to retire in 2013 at age 50. Assume that your monthly benefit is $5,850 under regular Plan rules.

Here are the steps the Plan must follow to see if the 415 Dollar Limit applies:

Step 1—The Plan determines your 415 Dollar Limit. Since you are retiring in 2013 at age 50, your monthly 415 Dollar Limit from Table 17 above is $7,473.

Step 2—The Plan checks if the $5,850 benefit amount is higher than your 415 Dollar Limit of $7,473. Since it is not, the 415 Dollar Limit does not apply.

Dollar Limit Adjustments

If you receive your retirement benefit in some form other than an employee and spouse pension (regular or optional), the law requires that the Plan make certain adjustments when your 415 Dollar Limit is figured. Also, the 415 Dollar Limit may lower the amounts your family can receive from the Plan after your death.

If your Plan benefit must be reduced because of the 415 Dollar Limit, then you may qualify for a periodic upward adjustment in your Plan benefit after you retire. Your Plan checks each year to see if you qualify for an increase. The amount of any increase is set by federal law.

You do not qualify for any further increases once your monthly benefit equals the monthly amount you could have received under regular Plan rules without the 415 Dollar Limit.

Contact your Area Administrative Office if you have questions about how the limit works.

The monthly limits shown on this page are for participants retiring in 2013. If your pension effective date is after 2013 and you think these limits may apply to you, contact your Area Administrative Office.

Plan Mergers

Former Western States Food Processing Industry Employees Pension Plan Participants

At the end of December 2001, the Western States Food Processing Industry Food Employees Pension Plan (Western States Food Plan) was merged into the Western Conference of Teamsters Pension Plan. The Western Conference of Teamsters Pension Plan assumed responsibility for administering the Western States Food Plan.

If you were ever covered by the Western States Food Plan, you may be eligible to have your pre-2002 service under the Western States Food Plan recognized as service under the Western Conference of Teamsters Pension Plan. Also, you may be eligible to have your post-2001 service under the Western Conference of Teamsters Pension Plan recognized as Western States Food Plan service to determine your right to receive any benefits you may have earned under that Plan before 2002.

When you apply for retirement, the Western States Food Plan benefits you earned before the merger will be combined with the Western Conference of Teamsters Pension Plan benefits you earned before and after the merger. Similar rules apply if you die before retirement.

Once your pension benefits under each Plan are calculated under that Plan's rules, then with limited exceptions the Western Conference of Teamsters Pension Plan's rules will apply to your entire combined benefit to determine such things as:

- Your eligibility for normal, disability or early retirement (including PEER/80, Rule of 84 and recent coverage) and the retirement factors that will be applied to your combined pension benefit, and
- The forms of payment you have for that benefit (see Chapter 12), and
- The death and survivor benefits payable to your Plan beneficiary upon your death (see Chapter 10).

Exceptions. Here are some exceptions to the general rule explained in this section:

Vesting and Loss of Benefits. The Western States Food Plan vesting and loss of benefits rules, modified to reflect the merger, determine your vested status in your Western States Food Plan benefits. These rules will also determine whether you forfeited all or any part of those benefits before retirement.

Special PEER/84 Transition Rule. A special PEER/84 transition rule applies if you are a *Non-1400 Hour Employee* and retire with a pension effective date that is no later than December 1, 2006, as long as you meet *all* of the following requirements:

1. You are under age 62 on your pension effective date, and
2. You do not meet the requirements for PEER/80 or PEER/84 under the Western Conference of Teamsters Pension Plan, and
3. You do meet the requirements for PEER/84 under the Western States Food Plan.

If you meet these requirements, then the portion of your combined benefit that is based on your Western States Food Plan benefit is not reduced for early retirement. The portion that is based on your Western Conference of Teamsters Pension Plan benefit is reduced using that Plan's Rule of 84 early retirement factors.

Special Grandfather Protections. For most participants, the Western Conference of Teamsters Pension Plan rules provide equal or better retirement benefits than the Western States Food Plan would have without the merger.

In those rare instances where a former Western States Food Plan participant would not receive enhanced retirement benefits under the Western Conference of Teamsters Pension Plan rules because of the merger, special grandfather protections are available which the participant can choose upon retirement.

If you are a participant who chooses the special grandfather protections at retirement, your Western States Food Plan benefit and your Western Conference of Teamsters Pension Plan benefit are not combined but kept separate and processed as explained next.

Western States Food Plan Benefit. If you choose the special grandfather protections for your Western States Food Plan benefit at retirement, then Western States Food Plan rules apply to your entire Western States Food Plan benefit. These rules are used to determine such things as:

- Your vested status in that benefit, and
- Your eligibility for normal or early retirement (including PEER/84 and recent coverage) and the retirement factors that apply to your Western States Plan pension benefit. Disability retirement benefits are eliminated under the Western States Food Plan for this purpose if your disability onset date is after December 31, 2001. Note that PEER/80 and the Rule of 84 are not available under the Western States Food Plan as early retirement options, and
- The forms of payment you have for that benefit, and
- The benefits payable to your Plan beneficiary upon your death based on your Western States Food Plan participation. Note that the dependent survivor benefit is eliminated under the Western States Food Plan for participants who die after December 31, 2001.

To the extent necessary, your covered hours under the Western Conference of Teamsters Pension Plan after the merger are considered Western States Food Plan covered hours when applying the Western States Food Plan rules explained above.

Western Conference of Teamsters Pension Plan Benefit. If you choose the special grandfather protections for your Western States Food Plan benefit at retirement, then your Western Conference of Teamsters Pension Plan benefit is limited to the benefit you earned for your covered work under the Plan through December 31, 2001. Your covered work after that date is not counted in determining that benefit.

The Western Conference of Teamsters Pension Plan rules are then applied to determine such matters as:

- Your vested status in that benefit, and
- Your eligibility for normal, disability or early retirement (including PEER, Rule of 84 and recent coverage) and the retirement factors that apply to your limited Western Conference of Teamsters Pension Plan pension benefit, and
- The forms of payment you have for that benefit (see Chapter 12), and
- The death and survivor benefits payable to your Plan beneficiary upon your death based on your Western Conference of Teamsters Pension Plan participation up through 2001 (see Chapter 10).

If you were ever a participant in the Western States Food Plan, when you near retirement, the Northern California Area Administrative Office can help you understand how your benefits are calculated and how to make any decisions regarding benefits affected by the merger.

Former Local 85 Plan Participants

At the end of December 1981, the San Francisco Local 85 Drivers and Helpers Pension Plan (Local 85) merged into the Western Conference of Teamsters Pension Plan. The Western Conference of Teamsters Pension Plan assumed responsibility for administering the Local 85 Plan.

If you were ever covered by the Local 85 Plan, you may be eligible to have your pre-1982 service under the Local 85 Plan recognized as service under the Western Conference of Teamsters Pension Plan. Also, you may be eligible to have your service after 1981 under the Western Conference of Teamsters Pension Plan recognized as Local 85 Plan service to determine your right to receive any benefits you may have earned under the Local 85 Plan before 1982.

Contact the Northern California Area Administrative Office if you were ever a participant in the Local 85 Plan.

Former Southern California Rock Products Teamster Plan Participants

In January 1988, the Southern California Rock Products and Ready Mix Concrete Industries Teamster Employees Retirement Plan (Rock Products Plan) merged into the Western Conference of Teamsters Pension Plan. The Western Conference of Teamsters Pension Plan assumed responsibility for administering the Rock Products Plan.

If you were ever covered by the Rock Products Plan, you may be eligible to have your pre-1988 service under the Rock Products Plan recognized as service under the Western Conference of Teamsters Pension Plan. Also, you may be eligible to have your post-1987 service under the Western Conference of Teamsters Pension Plan recognized as Rock Products Plan service to determine your right to receive any benefits you may have earned under that plan before 1988.

Contact the Northwest Area Administrative Office if you were ever a participant in the Rock Products Plan.

Former Frozen Foods Employees Pension Plan Participants

In January 1996, the Frozen Foods Employees Pension Plan (Frozen Foods Plan) was merged into the Western Conference of Teamsters Pension Plan. The Western Conference of Teamsters Pension Plan assumed responsibility for administering the Frozen Foods Plan.

If you were ever covered by the Frozen Foods Plan, you may be eligible to have your pre-1996 service under the Frozen Foods Plan recognized as service under the Western Conference of Teamsters Pension Plan. Also, you may be eligible to have your post-1995 service under the Western Conference of Teamsters Pension Plan recognized as Frozen Foods Plan service to determine your right to receive any benefits you may have earned under that plan before 1996.

Contact the Northern California Area Administrative Office if you were ever a participant in the Frozen Foods Plan.

Reciprocal Benefits

The Board of Trustees has entered into the *1997 Teamsters National Reciprocal Agreement* and also has individual two-party reciprocal agreements with many other Teamster multiemployer defined benefit pension plans throughout the United States, including the Central States, Southeast and Southwest Areas Pension Plan. Plan rules do not permit reciprocal agreements with *single employer pension plans* or any kind of defined contribution plan.

If you move from a job covered by this Plan to a job that is covered under another Teamster plan that has a reciprocal agreement with this Plan, you may be eligible for reciprocal benefits from both plans. The same is true if you move to a job covered by this Plan from a job covered by another Teamster plan and there is a reciprocal agreement between both plans.

If you work under another Teamster multiemployer plan outside the 13 Western states, contact your Area Administrative Office to find out if there is a reciprocal agreement between both plans. If there is no reciprocal agreement, your Area Administrative Office asks the other Teamster plan if they will sign one so you can qualify for reciprocal benefits under both plans.

Note: *Because the research required to determine eligibility for a reciprocal pension can take longer than 90 days, you should contact your Area Administrative Office at least six months before your actual pension effective date. Otherwise, your benefit payments may be delayed.*

Other Important Information

Contributions to the Pension Trust

Contributions to the Pension Trust are made by covered employers based on their collective bargaining agreements with Teamster local unions. Contributions by employees are not required or permitted.

Plan Documents

You can read the governing Plan documents at your Area Administrative Office during business hours without charge. These documents include the official text of the *Pension Plan*, the *Trust Agreement* and the collective bargaining agreement you work under if it provides for employer contributions to the Pension Trust. Other Plan documents include your Plan's annual financial reports (Form 5500), this *Summary Plan Booklet* and any updates to this booklet (*Summary of Material Modifications*).

Most of these documents are available on the Plan's website, **www.wctpension.org**. You may also request a copy of a governing Plan document by sending a written request to your Area Administrative Office describing the documents you want. In most cases, there is a charge to cover copying costs. You may be required to pay in advance. You can ask about the charge beforehand. There is no charge to obtain a copy of the current *Pension Plan* or *Trust Agreement*.

Annual Funding Notice

The Pension Protection Act of 2006 (PPA) requires that pension plans provide an *Annual Funding Notice* to participants and beneficiaries within 120 days after the close of the plan year.

The funding notice provides information regarding the Plan's funded current liability percentage and a comparison of the Plan's assets to benefit payments.

The funding notice is mailed by April of each year to your current home address. If you do not receive a copy, please contact your Area Administrative Office.

You may also request in writing copies of certain actuarial and financial information about the Plan. The information you can request consists of the following:

- A copy of any periodic actuarial report (including sensitivity testing) received by the Plan for any plan year which has been in the Plan's possession for at least 30 days.
- A copy of any quarterly, semiannual or annual financial report prepared for the Plan by any of the Plan's investment managers, the Plan's investment advisor or any fiduciary which has been in the Plan's possession for at least 30 days. These reports include the investment advisor's quarterly investment report to the Trustees which summarizes performance data contained in the periodic reports from each of the Plan's investment managers and unaudited quarterly financial statements prepared by the Plan's Administrative Manager for the Trustees.
- Any application filed with the Secretary of the Treasury requesting an amortization extension under ERISA (if applicable).

The PPA exempts certain information from disclosure such as information that is proprietary to an investment manager.

The documents will be provided to you within 30 days from the date your request is received by the Pension Trust. A service fee will be charged for copying costs and mailing.

Collective Bargaining Agreements

Your Plan is maintained under collective bargaining agreements between nearly 100 local unions affiliated with the *International Brotherhood of Teamsters* and more than 1,600 covered employers.

You can get a copy of your collective bargaining agreement from your local union or employer. You can also read these agreements free of charge at your Area Administrative Office or request a copy for a charge.

Covered Employers and Unions

You may review free of charge a complete list of covered employers and local unions sponsoring the Plan (along with their addresses) by visiting your Area Administrative Office during business hours. You may also request a copy by writing to your Area Administrative Office.

Upon written request to your Area Administrative Office, you can find out if a particular employer is a covered employer, or if a particular local union represents employees covered by the Plan, and if so that employer's or union's address.

Requests for Plan Materials
If you make a written request to an Area Administrative Office for material that your Plan is required to give you, you should receive the material within 30 days. However, due to matters beyond your Plan's control (for example, your request is lost in the mail), the material may reach you more than 30 days after your request.

Please contact your Area Administrative Office if you don't receive the requested material within 30 days and they will send you another copy immediately.

Source of Benefits
Your pension benefits are paid to you from the assets of the Pension Trust.

Plan Identification Numbers. The Plan may be referred to by the Employer Identification Number 91-6145047 and Plan Identification Number 001.

Your Plan's Fiscal Year. Your Plan's fiscal year is the calendar year January 1 through December 31.

Type of Plan
Your Plan is a multiemployer defined benefit pension plan. This means that many different employers contribute to the Pension Trust on behalf of their employees. It also means that your benefits are based on a set formula so that your future benefit can be determined by this formula. Retirement benefits in general are paid as monthly benefits over a participant's lifetime.

Board of Trustees
Your Plan is administered by a Board of Trustees. Half of the Trustees are representatives chosen from the unions and the other half are representatives chosen from covered employers or employer associations. The Board of Trustees makes the decisions regarding any question, interpretation and application of Plan provisions and is responsible for seeing that Plan provisions are applied in a uniform manner.

The Board of Trustees has chosen independent contract administrators as the Area Administrative Offices to take care of Plan operations. The addresses and phone numbers for these offices are listed on the back cover.

Plan Investments
The Board of Trustees holds all assets of the Plan in the Pension Trust for the sole benefit of Plan participants and beneficiaries. These assets are managed by professional investment managers following strict policies monitored by the Board of Trustees.

Plan Amendment or Termination
The Board of Trustees has the power to amend or terminate the Plan at any time:

Plan Amendment. Plan amendments may modify benefit levels and change eligibility requirements. Subject to legal restrictions, these Plan amendments may apply to you even if they result in lower benefit levels and stricter eligibility rules.

Except as required by law, Plan amendments cannot adversely affect any benefits that are already being paid to a pensioner, surviving spouse or surviving children.

In certain circumstances, federal law might require changes in the Plan resulting in reduced benefits. This could happen, for example, if your Plan faces severe financial difficulties.

Plan Termination. Should the Plan terminate, the assets of the Pension Trust can never be used for any other purpose than to provide Plan benefits and pay reasonable administrative expenses of the Pension Trust.

If there are not enough assets in the Pension Trust when the Plan terminates to pay all the benefits each person is entitled to receive, the law establishes priorities on how benefits are paid. This could mean that an individual would receive a smaller pension than if the Plan had continued. Some individuals who are not vested may receive no benefits at all. As explained next, the *Pension Benefit Guaranty Corporation*, by law, guarantees that certain vested benefits are paid in the event of Plan termination even if the Plan does not have sufficient assets.

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 plan program, the PBGC guarantee equals a participant's years of benefit service multiplied by:

- 100% of the first $11 of the monthly benefit accrual rate, plus
- 75% of the next $33 of the monthly benefit accrual rate.

The PBGC does not have a dollar limit on the monthly benefit payable under a multiemployer plan, only a limit on the benefit rate used to calculate the monthly benefit.

The PBGC guarantee generally covers:

- Normal and early retirement benefits, and
- Disability benefits if you become disabled before the plan becomes insolvent, and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law, and
- Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of:
  - The date the Plan terminates or
  - The time the Plan becomes insolvent, and
- Benefits that are not vested because you have not worked long enough, and
- Benefits for which you have not met all of the requirements at the time the Plan terminates, and
- 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 Area Administrative Office or contact:

PBGC Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, DC 20005-4026

You can also call the PBGC at (800) 400-7242 or (202) 326-4000. TTY/TDD users may call the federal relay service at (800) 877-8339 and ask to be connected to (800) 400-7242.

Additional information about the PBGC's pension insurance program is available through the PBGC's website at **www.pbgc.gov**.

ERISA Rights Statement

The statement below is a summary—written by the U.S. Department of Labor—of your rights as a Plan participant that ERISA guarantees.

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

Receive Information about your Plan and Benefits

Plan Documents. Examine, without charge, at any of the Plan's Area Administrative Offices, and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (*Form 5500 Series*) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to any of the Plan's Area Administrative Offices, 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 Pension Trust may make a reasonable charge for the copies.

Annual Funding Notice. Receive basic information about the funding status and the financial condition of the Plan including the Plan's funding percentage, assets and benefits guaranteed by the PBGC.

Statement of Accrued and Vested Pension Benefits. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (usually age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing from your Area Administrative Office and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforcing 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 decisions 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 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. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the toll-free hotline of the Employee Benefits Security Administration at (866) 444-3272.

Board of Trustees—Western Conference of Teamsters Pension Trust

as of September 1, 2013

For a current list of Trustees, see *About the Pension Trust* on the Plan's website at **www.wctpension.org**.

Important Names & Addresses

Plan Administrator
Board of Trustees
Western Conference of Teamsters Pension Plan
2323 Eastlake Avenue East
Seattle, WA 98102-3305
(206) 329-4900 or (800) 531-1489

Area Administrative Offices
Northwest/Rocky Mountain Area Administrative Office
Western Conference of Teamsters Pension Plan
2323 Eastlake Avenue East
Seattle, WA 98102-3305
(206) 329-4900 or (800) 531-1489

Northern California Area Administrative Office
Western Conference of Teamsters Pension Plan
1000 Marina Boulevard, Suite 400
Brisbane, CA 94005-1841
(650) 570-7300 or (800) 845-4162

Southwest Area Administrative Office
Western Conference of Teamsters Pension Plan
225 South Lake Avenue, Suite 1200
Pasadena, CA 91101-3000
(626) 463-6100 or (866) 648-6878

Regional Service Centers
Denver Office
1010 Acoma Street
Denver, CO 80204-4035
(303) 629-0931

Portland Office
700 NE Multnomah, Suite 350
Portland, OR 97232-4197
(503) 238-6961 or (800) 845-9040

Pension Plan Agent for Service of Legal Process
Michael M. Sander
Administrative Manager
Western Conference of Teamsters Pension Plan
2323 Eastlake Avenue East
Seattle, WA 98102-3305
(206) 329-4900 or (800) 531-1489

Your Plan Website
Check out your Plan's website at **www.wctpension.org**

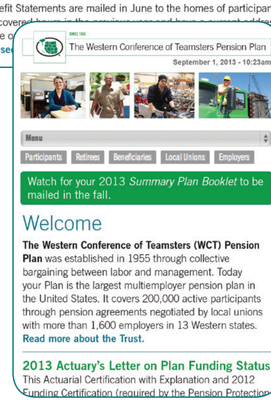
Your Pension Plan Website

Now you can learn about the Plan 24 hours a day at **www.wctpension.org**. The website is redesigned so you can access it from your computer, tablet or mobile phone.

The *Site Index* gives you a quick path to Plan topics.

The Plan's privacy policies explain that this website does not track visitors or collect personal data. Nor does it place text files on a user's hard drive to monitor traffic. Visitors cannot gather information about a person's benefit records.

Desktop and Tablet View



Mobile View

Downloadable Plan Forms and Documents

It's easy to print out forms you need online. To name a Plan beneficiary or change a prior designation, print a *Beneficiary Designation Form* from the *Plan Forms and Documents* page. Fill it out and mail it back to your Area Administrative Office.

Most forms are posted on the *Plan Forms and Documents* page—including the *Change of Address Form*, *Automatic Bank Deposit Form*, *Request for Evaluation of Reemployment* and the *Employer-Union Pension Certification* (E-U) form.

You can find Plan documents and publications online—including the *Pension Plan Document* and *2013 Summary Plan Booklet*. The website also provides Plan funding information—such as the *Actuary's Letter on Plan Funding Status*, *Actuarial Report*, *Annual Funding Notice* and *Audited Financial Statements*.

Moving Soon?

You can print a *Change of Address Form* from the *Contact* page.

Online Resources

Your Plan website has special pages to meet the needs of participants, retirees and beneficiaries, local unions and employers. Check out the *Frequently Asked Questions* (FAQs) and other resources below.

Participants

- Plan Summary
- Personal Benefit Statement
- Plan Offices
- Plan Facts and Advantages
- For Your Survivors

Retirees and Beneficiaries

- Automatic Bank Deposit
- Lost or Stolen Checks
- Tax Withholding
- Address Changes
- Changing Plan Beneficiaries

Local Unions and Employers

- Plan Advantages
- Employer Bulletins
- Bargaining Party Information
- Contribution Guidelines and Forms
- PEER Resources
- Types of Contributions

Need More Help? Feel free to contact your Area Administrative Office whenever you need personal help. The phone numbers and addresses are on the *Contact* page, along with driving instructions.

Notes

Western Conference of Teamsters Pension Trust

AREA ADMINISTRATIVE OFFICES

NORTHWEST/ROCKY MOUNTAIN AREA

Western Conference of Teamsters Pension Plan
2323 Eastlake Avenue East
Seattle, WA 98102-3305
(206) 329-4900 or (800) 531-1489

NORTHERN CALIFORNIA AREA

Western Conference of Teamsters Pension Plan
1000 Marina Boulevard, Suite 400
Brisbane, CA 94005-1841
(650) 570-7300 or (800) 845-4162

SOUTHWEST AREA

Western Conference of Teamsters Pension Plan
225 South Lake Avenue, Suite 1200
Pasadena, CA 91101-3000
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REGIONAL SERVICE CENTERS

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