January 1, 2007

Dear Plan Participant:

The Trustees are pleased to provide this summary of the United Teamster Pension Fund "A" (referred to as the "Plan" or the "Fund" in this booklet), as amended through January 1, 2007. The Fund was established as the result of collective bargaining between the employers and the Produce Purveyors, Fresh & Frozen Fruits and Vegetables, Processed Fish Drivers, Helpers, Salesmen and Warehousemen Local Union No. 202 I.B.T. (referred to as the "Union").

This booklet (a summary of the official Plan document) has been prepared to give you an overview of the Plan and to help you make decisions about retirement. Please keep it in a safe place and, if you are married, share it with your spouse. The official Plan document describes the provisions of the Plan in more detail and is the final authority with respect to your eligibility to participate in, and the benefits you receive under, the Plan.

If you were a participant in the United Teamster Pension Fund "D" (formerly the Local 918 Pension Fund) when it merged with this Plan on August 1, 2003 your benefit is based on your employer's contribution rate, which is made to the current plan at an hourly rate. See supplemental booklet for former participants of the Pension Fund-D.

The Plan is an important supplement to your Social Security and other sources of retirement income, and the Board of Trustees is proud to play a role in providing this valuable benefit. If you have any questions concerning any part of the Plan, please do not hesitate to contact the Fund Office in Brooklyn at 2137 Utica Avenue, Brooklyn, NY or by phone at (718) 859-1624 between the hours of 8 a.m. to 4 p.m.

With our best wishes,

Sincerely,
Board of Trustees

REMINDER

Do not forget to notify the Fund Office if your address changes. That is the best way to make sure you receive the most current Fund information.

In addition, do not forget to notify the Fund Office if your marital status changes or if you wish to name a new beneficiary.

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INTRODUCTION

Participation- Participation starts on the earliest January 1 or July 1 after you earn 750 Hours of Service in Covered Employment in a period of 12 consecutive months, starting with your date of hire.

Earning Service- Your Covered Employment counts two ways under the Plan- as "Pension Credit" and "Vesting Credit". Pension Credit is used to determine eligibility for some benefits and the amount of all benefits. Vesting Credit is used to determine eligibility for other benefits, as well as whether a period of absence or reduced employment results in a "Break in Service".

Benefit Eligibility- Here are the types of pensions currently available under the Plan to participants. They are discussed in greater detail later in this booklet.

Normal Retirement- Once you have reached age 65 and have at least five Vesting Credits. (However, if you do not have one Hour of Service on or after January 1, 1999, 10 Vesting Credits are required). You may defer payment of your Normal Pension if you continue working past age 65. However, in no event may payment be deferred past the April 1st of the calendar year you reach age 70-1/2, even if you are still working.

Service Pensions- There are two way you can qualify for a Service Pension under the Plan:

- at any age, if you have at least 25 Pension Credits, except if you were initially hired on or after January 1, 2005 you must also be at least 55, or

- at age 55 or later, if you have at least 20 Pension Credits.

Early Retirement- If you have not qualified for a Normal or Service Pension, an Early Retirement Pension is available at any time after you reach age 62 and complete at least five Vesting Credits if you have at least one Hour of Service. (If you do not have at least one Hour of Service on or after January 1, 1999, 10 Vesting Credits are required).

Deferred Pension- If your Covered Employment ends at a time when you have not qualified for another Plan benefit, you are entitled to a Deferred Pension if you have:

- reached "Normal Retirement Age" (age 65 or, if later, the fifth anniversary of your Plan participation), or

- completed five years of Vesting Credit (for collectively bargained employees, 10 years of Vesting Credit were required before January 1, 1999, and for non-collectively bargained employees, 10 years of Vesting Credit were required before January 1, 1989).

Disability Pensions- You may qualify for a Disability Pension if you become "Totally and Permanently Disabled" while working in Covered Employment. The Plan offers two types of Disability Pensions:

- A "Regular Disability Pension" is available if you have reached age 55, earned at least five Vesting Credits (effective January 1, 1999), completed at least 350 Hours of Service in the

24 months immediately preceding your disability and you are totally and permanently disabled, as defined on page 12.

- A “Disability Award Pension” is available if you have earned at least five Vesting Credits (effective January 1, 1999), been awarded a Social Security Pension, effective on and after July 1, 1995, completed at least 350 Hours of Service in the 24 months immediately preceding the disability and you are totally and permanently disabled, as defined on page 12.

Pro-Rata Pension- See the section called “Pro-Rata Pension”, on the page 13 for more details.

Benefit Amounts- All benefits are calculated under a formula that takes into account your Pension Credit and the employer Contribution Rate in effect when you leave Covered Employment. That amount may be adjusted if your pension starts early or if your benefit provides certain survivor payments.

Forms of Payment at Retirement- If you are legally married when payments start, your pension is normally reduced so that 50% of your reduced amount can continue to your spouse for life following your death. If you are not married, you normally receive the full amount produced by the Plan formula, with the guarantee that if you die before receiving 24 monthly payments, the remaining payments, up to 24 total payments, will go to your named beneficiary.

If You Die Before Retirement- If you die after earning at least five years of Vesting Credit (10 years if you do not have at least one Hour of Service on or after January 1, 1999), but before your pension starts, your surviving spouse or beneficiary may qualify for a Plan benefit. See the section called “In The Event Of Your Death Before Retirement” for more details.

How the Pension Trust Fund Works

The Union and your employer negotiate contribution levels and the Trustees set benefit levels. No contributions are required of you.

The Fund is administered by the Trustees- an equal number of required representatives of the Union and the employers. The Fund is a separate legal entity established for the purpose of providing Plan benefits. The money in the Fund is used exclusively to provide benefits and cover reasonable Plan administration expenses, in accordance with Internal Revenue Service rules.

ELIGIBILITY AND PARTICIPATION

Eligibility

You are automatically eligible to participate in the Plan if you work for an employer that is required to contribute to the Fund under the terms of a collective bargaining agreement.

You are also eligible to participate if you work for the Union or the United Teamster Fund (formerly Union Welfare Fund Local 202), and your employer has an agreement to contribute to this Fund on your behalf.

Periods when you are working for an employer that is required to contribute to the Plan on your behalf are known as periods of "Covered Employment".

Employers that contribute to the Plan are called "Contributing Employers". The "Contribution Period" is the period during which an employer is a Contributing Employer.

When Participation Starts

Your participation automatically starts on the earliest January 1 or July 1 following a period of 12 consecutive months in which you complete 750 "Hours of Service", starting from your date of hire, in Covered Employment. Also included are hours of work with a Contributing Employer before that employer was required to contribute on your behalf, as long as that employment is continuous with your employment during the Contribution Period.

"Hours of Service" are hours for which you are directly or indirectly paid or entitled to payment by your employer for the performance of duties. Hours of Service also include periods of up to 351 hours when you are paid or entitled to payment but not working, due to {vacation, holiday, illness, layoff, jury duty, military leave or leave of absence}. Additionally, Hours of Service include hours for which back pay is awarded or agreed to by your employer, up to a maximum of 40 hours per week.

When Participation Ends

Once your participation has begun, it will continue for as long as you remain actively employed by a Contributing Employer and contributions are required to be made to the Fund on your behalf. Generally, participation ends only if you terminate your employment with a contributing employer prior to accruing 750 Hours of Service in a 12 consecutive month period, have a "Break in Service", retire, or die before you retire. See the section called "More Important Service Facts" for additional information on absences and breaks in service.

HOW YOUR SERVICE COUNTS UNDER THE PLAN

Service- that is, your hours of work- plays an important role in determining eligibility for and the amount of Plan benefits. Your employment counts two ways under the Plan: (1) as Pension Credit, and (2) as a Vesting Credit.

Pension Credits- are used to determine the amount of your benefit, as well as eligibility for Service Pensions.

Vesting Credits- are used to determine eligibility for all other Plan benefits, and to determine your participation status under the Plan following an absence or a period of reduced employment.

Pension Credits

For years starting in 1993- Effective January 1, 1993, you receive a full year of Pension Credit for each calendar year in which contributions are required to be made on your behalf for at least 1,620 Hours of Service. If you have credit for fewer than 1,620 hours, your prorated Pension Credit in a calendar year will be determined in accordance with the following schedule:

Hours of Service in Calendar Year for Which Contributions Are Required to be Made to the Pension Fund	Pension Credit (in Tenths)
Less than 350	0
350 to 359	2/10
360 to 539	3/10
540 to 719	4/10
720 to 899	5/10
900 to 1,079	6/10
1,080 to 1,259	7/10
1,260 to 1,439	8/10
1,440 to 1,619	9/10
1,620 or more	-1-

For years before 1993 (but after 1957). Pension Credits for Hours of Service in Covered Employment for which contributions were required to be made were based on the following schedule:

Hours of Service in Calendar Year for Which Contributions Were Required to be Made to the Pension Fund	Pension Credit in Quarters
Less than 180	0
180 to 359	1/10
360 to 539	2/10
540 to 719	3/10
720 to 899	4/10
900 to 1,079	5/10
1,080 to 1,259	6/10
1,260 to 1,439	7/10
1,440 to 1,619	8/10
1,620 to 1,799	9/10
1,800 or more	-1-

NOTE: For initial retirements effective on or after January 1, 2001, the Plan will count a maximum of 35 Pension Credits in figuring your benefit amount.

Vesting Credit

Effective January 1, 1993, you earn Vesting Credit for each calendar year in which contributions are required to be made on your behalf for at least 750 Hours of Service, including hours before the Contribution Period. You earn no Vesting Credit if you have fewer than 750 hours.

For periods before 1993 (but after 1956), you earned a year of Vesting Credit for each calendar year that contributions were required to be made on your behalf for at least 1,000 Hours of Service. You earned no Vesting Credit if you had fewer than 1,000 hours.

Earning a "Vested" right to a pension. Once you accrue five Vesting Credits (or ten Vesting Credits, if you do not have an Hour of Service on or after January 1999), you have earned the "Vested" right to a pension. This means that even if you leave Covered Employment before becoming entitled to a retirement benefit, you will be entitled to receive a benefit once you reach age 62 (or age 55 for certain Service Pensions).

Additional Service Credit

For employment before 1957- you are entitled to Pension Credit and Vesting Credit (up to a maximum of 25) for "Continuous Employment" within the jurisdiction of the Union immediately before January 1, 1957. In addition, your Employer has to have had a Collective Bargaining Agreement with the Union on or after January 1, 1957.

Since it may be difficult to prove exactly where you worked before 1957, the Plan will accept continuous Union membership along with Social Security Records, and a signed and notarized affidavit, providing your job title, preferably on your employer's letterhead as proof of Continuous Employment and if possible, a copy of the collective bargaining agreement.

Breaks in Service

You may lose credit for a period of service, or have your pension calculated at a different rate, if you have a "Break in Service". Generally, this may occur when you have fewer than 350 Hours of Service in a calendar year (or 500 Hours of Service, for years before 1993).

In the section called "More Important Service Facts", you will find important information on absences and breaks, what types of absences (like military service) do not cause a break, and how you may be eligible to have your service restored if you do not have a temporary break before you incur a permanent break.

Note: If your Covered Employment is interrupted because of an absence such as a leave (whether it is due to military service, maternity, family leave or some other reason) it is a good idea to contact the Fund Office both when the absence begins and when it ends to make sure you understand your status under the Plan, and what procedures you may need to follow under the Plan's rules on absences.

WHEN YOU CAN RETIRE AND HOW MUCH YOU WILL RECEIVE

There are six types of pensions available under the Plan:

- Normal Pension
- Service Pensions (two)
- Early Retirement Pension
- Deferred Pension
- Disability Pensions (two)
- Pro-Rata Pension

The details on the calculation of each type of pension follow:

Normal Pension

You qualify for a Normal Pension if you:

- are at least age 65, and
- have earned at least five Vesting Credits

If you do not have an Hour of Service on or after January 1, 1999, 10 Vesting Credits are required.

How your benefit is calculated- Your monthly benefit is based on these factors:

- the hourly rate of employer contributions (the "Contribution Rate") during your last Hour of Service,
- the amount of benefit that your Contributions Rate will be multiplied by (the "Accrual Rate"), and

- the number of Pension Credits you have earned.

From January 1, 2007 to present:

Contribution Rate Per Hour	Benefit Accrual Rate
$1.516	$45
$2.016	$55
$2.516	$55 for first 20 years, $70 for next 15 years
$3.016	$70 for first 20 years, $80 for next 15 years
$3.516	$80 for first 20 years, $100 for next 15 years
$4.016	$100 for first 20 years, $110 for next 15 years
$4.516	$110 for first 20 years, $120 for next 15 years

These rates are in effect only if the above new contribution rate exceeds the rate in effect before January 1, 2007.

In addition, the revised rates now increase, beginning with the $1.516 rate by each 50 cents and the immediate benefit accrual remains in effect for the first twenty (20) years of credited service. Your benefit accrual would increase for the next fifteen (15) years, up to the 35 year maximum, as shown above.

<u>Example:</u> If your contribution rate is $2.416 before January 1, 2007, the current benefit accrual is $68 per year of credited service. If this rate were to increase January 1, 2007 to $3.016, your new benefit accrual would be $70 per year of credited service for the first twenty years. Beginning with the 21st year of credited service, the accrual for year 21 to 35 would be $80 per year of credited service. Your time, if you were at the $2.416 rate ($68 of credited service) would be as follows:

20 years x $70= $1,400   15 years x $80= $1,200   = $2,600 monthly benefit

If the above assumes pension to be paid at Normal Retirement Age or if you meet the Service Pension requirement and that you and your legal spouse (if applicable) have not chosen the Joint & Survivor Benefit.

From January 1, 2000 to December 31, 2006- If your last Hour of Service is on or after January 1, 1999, your monthly benefit is calculated by multiplying your Pension Credits by the appropriate Accrual Rate.

The following chart shows how your employer's hourly Contribution Rate translates into an Accrual Rate, effective February 1, 1998, if you have earned at least one Hour of Service on or after February 1, 1998.

CONTRIBUTION RATE	**ACCRUAL RATE**	**EFFECTIVE FEBRUARY 1, 2000 NEW ACCRUAL RATE**
$1,516	$43.50	$43.50
$1.616	$45.50	$45.50
$1.716	$48.00	$48.00
$1.816	$50.00	$50.00
$1.916	$52.00	$52.00
$2.016	$54.50	$54.50
$2.116	$56.50	$56.50
$2.216	$58.50	$58.50
$2.316	$61.00	$61.00
$2.416	$63.00	$68.00
$2.516	$65.00	$70.00
$2.616	$66.50	$72.00
$2.716	$68.00	$74.00
$2.816	$70.00	$76.00
$2.916	$71.50	$78.00
$3.016	$80.00	$80.00
$3.116	$84.00	$84.00
$3.216	$88.00	$88.00
$3.316	$92.00	$92.00
$3.416	$96.00	$96.00
$3.516	$100.00	$100.00
$3.616	$102.00	$102.00
$3.716	$104.00	$104.00
$3.816	$106.00	$106.00
$3.916	$108.00	$108.00
$4.016	$110.00	$110.00
$4.116	$112.00	$112.00
$4.216	$114.00	$114.00
$4.316	$116.00	$116.00
$4.416	$118.00	$118.00
$4.516	$120.00	$120.00

EXAMPLE: John left Covered Employment and retired at age 65 on September 1, 2003 with 15 Pension Credits. His Contribution Rate at that time was $3.016. Here is how his pension is calculated:

$80.00 (Accrual Rate) x 15 (Pension Credits) = $1,200.00

John will receive a lifetime monthly benefit of $1,200.00

NOTE: See Appendix Charts for Benefit Accruals prior to February 1, 1998.

The monthly amount of Normal Pension benefit depends on the date you retire and your minimum contribution rate after January 1, 1997 and before March 1, 1998, you shall accrue a benefit based on the table shown on Page 34 with the provision that each year's accrued benefit shall be determined on the basis of your accumulated Pension Credits for that year and the contribution rate made on your behalf for that year. If you have had more than one contribution rate in any given year, then an average contribution rate will be determined. Refer to Chart II, in the Appendix, if you retired before January 1, 1997.

If you begin working for an employer that has a contribution rate higher than your previous employer, you must have contributions made on your behalf for at least 350 credited hours before all of your previous credited service is brought up to the higher rate.

If you are a deferred vested participant and return to work with a contributing employer to the Pension Plan, your new credits will be based upon the following:

- Left covered employment up to one year – you must complete at least 350 hours under covered employment and contributions to the Pension Plan must be made on your behalf by the contributing employer.

- Left covered employment for at least one year but not exceeding two years – you must complete at least one full year of credited service under covered employment and contributions to the Pension Plan must be made on your behalf by the contributing employer.

- Left covered employment for at least two years but not exceeding three years – you must complete at least two years of credited service in covered employment and contributions to the Pension Plan must be made on your behalf by the contributing employer.

- Left covered employment for at least three years or longer – you must complete at least three full years of credited service in covered employment and contributions to the Pension Plan must be made on your behalf by the contributing employer.

If you do not meet the aforementioned requirements, then your additional credited service will be calculated at the current rate of contribution and added to the benefit you were entitled to before returning to covered employment.

If you retire on or after March 1, 1998, and are actively at work on February 1, 1998 for a contributing employer to United Teamster Pension Fund "A", your monthly pension benefit will be calculated based upon your employer's last hourly rate of contributions prior to your retirement date. The hourly rate of contributions has a single unit benefit amount, which will be multiplied by all of your years of credited service according to the rules of the Plan. (see Chart)

If the rate of contribution is in-between any of the hourly rates shown on any of the charts, then the rate used will be the last listed rate. For example, if a contribution rate of $1.666 per hour is the negotiated rate with your employer, the $1.616 hourly rate will be used.

If he retires under the Joint and Survivor Pension, this amount will change. See the section call "How Your Pension is Paid" for more details.

Note: For initial retirement effective on or after January 1, 2001, the Plan will count a maximum of 35 Pension Credits in calculating your benefit.

If you left Covered Employment or had a Break in Service before January 1, 2000, a different formula is used to calculate your benefit. Also, if you had a Break in Service and returned to Covered Employment and retire after January 1, 2000, your benefit may be calculated in a different way, as follows:

Transfer between employers after December 31, 1996- If you transfer from one employer to another after December 31, 1996, your pension benefit will be figured in two pieces:

- a benefit calculated with your Pension Credit and final Contribution Rate earned under your first employer, plus

- the benefit calculated with your Pension Credit and final Contribution Rate earned under your second employer.

Service Pensions

You are entitled to one of two Service Pensions if you have:

- reached age 55 and earned at least 20 Pension Credits, except if you were initially hired on or after January 1, 2005, you must also be at least age 55, or

- earned a least 25 Pension Credits (in which case the benefit is payable at any age).

- Effective January 1, 2005 the Service Pension rule has been changed to Age 55 and 25 years of credited service. This does NOT affect anyone in covered employment under the Pension Fund prior to January 1, 2005. The Service Pension for anyone in covered employment under the Pension Fund will remain as is, 25 years of credited service and no age requirement.

How the benefit is calculated:

If you qualify for a Service Pension because you have at least 25 Pension Credits, your monthly pension is calculated in the same way as a Normal Pension, based on Pension Credits and the Accrual Rate in effect when your Covered Employment ends.

If you qualify for a Service Pension because you have reached age 55 and have at least 20 Pension Credits, your benefit will be figured in the same way as a Normal Pension. However, if you have fewer than 25 Pension Credits, it will be reduced, as follows: The following table shows you the percent of the full benefit otherwise payable that is paid at different service levels:

Pension Credits	Adjustment Factor
20	67.18%
21	75.92%
22	83.77%
23	90.86%
24	97.29%

Example: James retires at age 55 with 22 Pension Credits. At $80 per Pension Credit, his unreduced benefit would be $1,760. However, because he has under 25 Pension Credits, that amount ($1,760) is multiplied by 83.77%, so his lifetime monthly pension would be $1,474.35 (which could be reduced further if he takes the Joint and Survivor Pension).

Minimum Service Pension. If you retire between your 62nd and 65th birthdays, your monthly Service Pension will be no less than the benefit you would have received if you elected the Early Retirement Pension described below.

<u>Early</u> <u>Retirement</u> <u>Pension</u>

An Early Retirement Pension is available at any time after you reach age 62 and complete at least ten Vesting Credits. (If you have at least one Hour of Service on or after January 1, 1999, five Vesting Credits are required).

How Early Retirement Pensions are Calculated- An Early Pension is calculated in the same way as the Normal Pension, based on Pension Credits and the Accrual Rate in effect on the date your Covered Employment ends. However, the benefit is reduced by 5/9th of one percent for each month that payments are made before you reach age 65.

Example: When Ralph retires at age 63-1/2, he has earned a pension of $1,000 a month (payable at age 65). Because his benefit starts 18 months before his 65th birthday, it will be reduced by 5/9th of one percent for each of those 18 months.

.555(5/9th of 1%) x 18= 10%
.10 x $1,000= $100
$1,000-$100=$900

Ralph is entitled to a lifetime monthly pension starting at age 63-1/2 of $900, unless he takes the Joint and Survivor Pension, in which case there would be a further reduction. Keep in mind that if Ralph chooses to defer the beginning of pension payments until age 65 or later, he will be entitled to the unreduced benefit of $1,000 (unless his benefit is paid under the Joint and Survivor form).

Deferred Pension

You may be eligible for a Deferred Pension if your Covered Employment ends at a time when you have not qualified for another Plan benefit. You are entitled to a Deferred Pension if you have:

- Reached “Normal Retirement Age” (age 65 or, if later, the fifth anniversary of your Plan participation), or

- Completed five years of Vesting Credit (for collectively bargained employees, 10 years of Vesting Credit was required before January 1, 1999, and for non-collectively bargained employees, 10 years of Vesting Credit was required before January 1, 1989).

The amount of Deferred Pension- A Deferred Pension is calculated in the same way as a Normal Pension, and payment is normally deferred until you reach age 65. However, if you prefer, you may elect early payments starting at any time from the time you reach age 62. In this case, your pension will be reduced in the same way as an Early Retirement Pension- $5/9^{th}$ of one percent for each month that you are younger than age 65 when your pension begins. This pension is also subject to the requirements of the Joint and Survivor form of payment.

Disability Pensions- “Regular Disability Pension” and “Disability Award Pension”

There are two types of disability pensions available under the Plan: a “Regular Disability Pension” and a “Disability Award Pension”.

You are entitled for a “Regular Disability Pension” if you become “Totally and Permanently Disabled” if you have:

- reached age 55,

- earned at least five Vesting Credits (effective January 1, 1999), and

- worked at least 350 Hours of Service in Covered Employment during the 24 months immediately preceding your disability (effective July 1, 1995).

“Totally and Permanently Disabled,” means that because of a total and permanent mental or physical disability, as determined by the Trustees, you are unable to engage in any further employment.

Note: The Trustees may appoint a physician to certify that you are Totally and Permanently Disabled.

Once they have made an initial disability determination, the Trustees may require periodic re-examinations to determine continued eligibility. Your pension payments will stop if it is determined that you are no longer disabled.

You are eligible for a "Disability Award Pension" if you have:

- earned at least five Vesting Credits (effective January 1, 1999),
- been awarded a Social Security Disability Pension, and
- completed, on or after July 1, 1995, at least 350 Hours of Service in Covered Employment during the 24 months immediately preceding the disability.

Note: If you Social Security Disability Pension Stops before age 65, your Disability Award Pension will also terminate.

How the disability pension amount is calculated- If you qualify for a Regular Disability Pension, your benefit will be calculated in the same way as a Normal Pension, and then be actuarially reduced based on your age when you retire. Contact the Fund Office for more information on this calculation.

If you qualify for a Disability Award Pension, your benefit will be calculated in the same way as a Normal Pension and will not be reduced for early payment.

Both Disability Pensions are also subject to the requirements of the Joint and Survivor form of payment.

Pro-Rata Pension

It is possible that you will be covered by more than one industry pension plan during your working years. The Plan's Pro-Rata Pension rules were developed for members who, because their years of employment were divided among different pension plans, would not otherwise have enough Pension Credits to receive a pension. When you retire you should tell the Fund Office if you worked under another Teamster Local.

The basic rules:

- The rules only apply when you have service under a "Related Plan", which is another Teamster Pension plan that has been formally recognized by the Trustees as a Related Plan, through a written contractual agreement between those plans.
- Pension Credits recognized under a Related Plan will be credited under this Plan as "Related Pension Credits".
- The Pension Credits you have earned under this Plan are referred to as "United Teamster Pension Fund "A" Pension Credits".

- Your “Combined Pension Credit” is the total of your United Teamster Pension Fund “A” Pension Credits and Related Pension Credits (up to a maximum of 35 years).

- If you work under two or more Related Plans in a calendar year, then your credit will be limited to the maximum amount of Pension Credit you would receive if all your employment had been under the Plan that would grant you the greatest amount of credit for that particular period.

- If you do not have enough Hours of Service to be credited with even a portion of United Teamster Pension Fund “A” Pension Credit during a year, but you would have enough Hours of Service if your hours under a Related Plan counted under this Plan, then this Plan will recognize the hours under the other Plan.

Eligibility for a Pro-Rata Pension- You are eligible for a Pro-Rata Pension if you meet all of the following requirements.

You would be eligible for a Normal, Disability, Early or Service Pension under this Plan if your Combined Pension Credits were treated as United Teamster Pension Fund “A” Pension Credits.

You earned United Teamster Pension Fund “A” Pension Credits in at least two years of “actual employment” after August 31, 1952, except that no more than one-half a year of that Pension Credit will be required if you have credit for at least one and a half years based on “actual employment” under the coverage of a Related Fund or Funds after August 31, 1952.

You are entitled to a pro-rata pension from the pension fund under which you are last covered before retirement (in other words, the pension fund associated with the Local Union of which you are a member at the time of, or immediately prior to, your retirement, or if you are not then a member of any Local Union, then the Pension Fund under which you were principally employed during the 36 month period immediately preceding retirement).

You are not eligible for a pension other than a Pro-Rata pension from a Related Pension Plan (or you waive your right to receive another type of pension).

“Actual employment” means periods when an employer was required to contribute to this Plan or a Related Plan. It also includes (1) periods before the employer was required to contribute to this Fund, but in a job classification for which contributions were later required and Pension Credit was granted, as well as (2) periods under an individual company pension plan that is recognized as a Related Plan following the establishment of the plan for that job classification. Actual employment does not include any employment the contributions for which have been transferred to another pension fund.

Calculation of a Pro-Rata Pension. Pro-Rata Pensions are calculated like this:

First, a benefit is calculated under the Plan formula, assuming your Combined Pension Credits are all United Teamster Pension Fund “A” Pension Credit.

Second, the amount determined above is multiplied by the following fraction made up of:

- your United Teamster Pension Fund “A” Pension Credits since September 1, 1952, for which an employer made Plan contributions, over

- the service described in (1) plus Related Plan credits for which an employer contributed on your behalf.

Do not forget that there will be a reduction if the Pro-Rata Pension is paid under the Joint and Survivor form of payment or as an Early Retirement Pension.

HOW YOUR PENSION IS PAID

This section describes the forms of payment available under the Plan when you retire. (The section called “In the Event of Your Death Before Retirement” describes the survivor benefits available if you die before retirement).

Normal Forms of Payment

The way your pension is normally paid depends on the value of your benefit and whether you are legally married or single when payments start. If the lump sum value of your benefit is $5,000 or less, it will automatically be paid in a lump sum. (You may be eligible to “roll over” the amount into an eligible retirement account. If you become eligible for a lump sum distribution, the Fund will advise you of your options).

If you are legally married your benefit is normally paid as a 50% “Joint and Survivor Pension”. This means that you receive a reduced monthly amount for life, with 50% of that reduced amount continuing to your spouse for his or her lifetime upon your death, if he or she survives you and was married to you for at least a year at the time of your death.

The benefit reduction is based on the ages of you and your spouse when payments begin and the type of benefit you are retiring on. See the section called “Examples of Payment Options” for an example of this form of payment. The Fund Office can give you more details on what the reduction would be in your case.

In the event your spouse dies before you, and you initially retired on a Joint and Survivor Pension after January 1, 2001, your monthly payments following your spouse’s death will “pop-up” to the full amount you would have received under the normal form of unmarried participants. That increased amount will be paid monthly for your lifetime and, upon your death, no payment will be made to anyone else.

If you do not want your benefit paid as a 50% Joint and Survivor Pension, you may, with your spouse’s written, notarized consent, receive the normal form for unmarried participants (the “24-month certain” option). See the section called “Examples of Payment Options” for an example of this form of payment.

If you are not legally married (or you and your spouse reject the Joint and Survivor Pension), you normally receive the full amount produced by the Plan formula for as long as you live, but guaranteed to 24 months (the “24-month certain” option). This means that if you die within 24 months after payments start, monthly payments will continue to your named beneficiary for the balance of the 24-month period (however, payments will stop if he or she dies before the end of that period).

If you die after the end of the 24-month period, all payments stop and no benefits are paid to your beneficiary.

Applying for benefits- You can apply for a Plan benefit at any time after you meet the eligibility requirements by filing a written application with the Trustees. You are required to notify the Trustees of your retirement within one month after leaving work.

Note: When you apply for a Plan benefit, you should be prepared to provide the following in addition to your application: proof of birth, Social Security card, ID/proof of age for your spouse, and proof of marriage, or divorce decree.

Also, once you retire, be sure to notify the Fund Office if your address changes to be sure that your pension checks and any information about your benefits are sent to the right address.

Making or changing an election- If you are married, you may, subject to the spousal consent rules, elect out of the normal form (i.e., the 50% "Joint and Survivor Pension") by filing an election before payments begin. You may also change that election at any time before payments begin. No changes can be made after payments have begun.

Spousal consent- If you are legally married, you may elect the normal form of payment for unmarried participants (24-month certain) only if your spouse consents in writing to your election as well as approval of a named beneficiary and that consent is witnessed by a notary public. Complete details on this process are available from the Fund Office, and will automatically be provided to you in the 30- to 90-day period before payments are scheduled to start.

About your beneficiary- If your benefit will be paid under the "24-month certain" form of payment, you may, subject to the spousal consent rules described above, select any person or persons you choose as your beneficiary.

You may change your designation at any time, as long as you have your spouse's written, notarized consent to the new designation. If you do not have a beneficiary designation on file, or if your beneficiary (ies) die before you, then any amounts due upon your death will be paid to your spouse, and if you have no spouse, they will be paid to your surviving children, in equal shares. If there is no designated beneficiary, no surviving spouse and no surviving children, no further benefits are payable.

Note: If you want to change your beneficiary, or if there is a change in your marital status, please notify the Fund office immediately. A change of beneficiary takes effect only when a properly completed and signed form is received at the Fund Office. If you are married, you must file your spouse's written approval of the change on a form provided by the Fund Office.

Pensioner Lump-Sum Death Benefit

The Plan automatically pays a $500 death benefit that is in addition to any other Plan benefits that may be payable if:

- At the time you leave Covered Employment you immediately begin to receive your pension,
- You retired at or after age 62 or on a Disability Pension,
- You did not retire on a Pro-Rata Pension,
- You did not retire on a Local 852 Pension before November 1, 1993, and
- You were not eligible for a death benefit from the United Teamster Fund.

Examples of Payment Options

Earlier (in the section called "Normal Pension") we calculated a benefit of $1,200.00 for John. If John is not married and has his benefit paid under the normal form for unmarried participants (24-month guarantee), he will receive the full $1,200.00 a month for as long as he lives, with the guarantee that if he dies before receiving 24 monthly payments, payments of $1,200.00 per month will continue to his named beneficiary for the balance of the guaranteed period. For example, if John collected 10 payments before his death, his named beneficiary will receive 14 payments.

Now assume that John is married, that he is 65 years old, and that his wife, Danielle, is 62 when John retires at 65. The following table shows how much they would each receive under the two retirement payment choices.

Payment Arrangement	John's Lifetime Monthly Benefit	Danielle's Monthly Benefit Upon John's Death
50% Joint & Survivor Pension (Under the Plan rules, John's benefit is reduced to 87.8% of the amount otherwise payable).	$1,053.60	$526.80 for her lifetime (if she survives John)
24-Month Guarantee	$1,200.00	$1,200.00 (only for the balance of the guaranteed period if John dies before receiving 24 monthly payments)

PREPARING FOR RETIREMENT

For most people, retirement income generally comes from three sources: Social Security, personal savings, and pension benefits.

Pension Benefits

This booklet explains how pensions are calculated under our Plan and has provided several examples of benefit calculations. If you would like more help in estimating your own benefit, contact the Fund Office.

IN THE EVENT OF YOUR DEATH BEFORE RETIREMENT

The Plan also provides benefits in the event of death before retirement.

If You Were Legally Married

If you were legally married and died after becoming vested (5 years of vesting credit if you have at least one Hour of Service on or after January 1, 1999- 10 years if you do not), but before payments start, your legal spouse is entitled to a survivor income, as long as you were married for one year before your death.

How the benefit is calculated- The way your surviving spouse's benefit is calculated depends on whether you were eligible to begin receiving pension payments at the time of your death.

If you were entitled to immediate payments (other than a disability pension), your surviving legal spouse will receive the survivor income he or she would be entitled to under the 50% Joint and Survivor form of payment as if you had retired the day before you died. Payment starts immediately.

Three adjustments may apply in calculating this benefit: (1) the reduction for the Joint and Survivor form of payment, (2) any early payment reduction that would have applied to your benefit because of your age, and (3) an additional 50% reduction.

If you were not entitled to immediate payments at the time of your death, your legal spouse's benefit will be calculated as if you had left Covered Employment on your date of death, survived until the earliest date you could receive payments, and then died.

This benefit will be subject to the same three adjustments (Joint and Survivor adjustment, early payment reduction and the 50% reduction). Payments to your spouse start when they could have started if made to you.

Deferred Payment- If your surviving spouse does not want to start receiving payments when first eligible, he or she may defer the beginning of payments until any date up to the date you would have reached age 70-1/2. If he or she does this, the benefit will still be calculated under Plan rules in effect when you last worked in Covered Employment, and adjusted for the Joint and Survivor form of payment. However, the early payment age reduction, if any, will take into account the age you would have been when payments to your spouse actually start.

Surviving spouse alternative benefit- As an alternative to the lifetime benefit, your surviving spouse may instead elect to receive the benefit you would have received under the normal form for unmarried participants ("24-month certain"). This benefit will be paid to your spouse for only 24 months and will be subject to the same early payment age reduction that would apply if payment had been made to you (but not the reduction for the Joint and Survivor Pension or the 50% reduction).

Lump sum cash out of small benefits- If the "actuarial" present value of your spouse's benefit is $5,000 or less, it will automatically be paid in one lump sum.

If You Were Not Married.

If you were not married and you die after becoming vested and before reaching age 62, a benefit will be paid to your named beneficiary on the earliest date you would have retired. This benefit is also paid immediately to your beneficiary if you die after becoming eligible for a Normal, Early Retirement or Service Pension, but before your payments start.

The benefit will be 24 monthly payments in the amount you would have received had you retired. This benefit will end upon the death of the named beneficiary or, if sooner, when the 24-month period ends.

Note: The pre-retirement survivor benefits described in this section are payable whether or not you are still working in Covered Employment at the time of your death, as long as you had met the requirements for, but had not received, a benefit.

GETTING MARRIED OR DIVORCED

Your pension may be affected if you marry or divorce.

Note: Whether a change in family status occurs- whether it is a marriage, a divorce, a death or the birth of a child- it is good idea to think about the effect of that event under all your benefit plans- not just this Plan- and any beneficiary designations and coverage elections you may have made. Contact the Fund Office if you have any questions about the effect of these events under all the plans you are covered under.

Marriage

If you were married when you retire, your pension is normally paid as a 50% "Joint and Survivor Pension". If you prefer, you may elect the normal form of payment for unmarried participants (24 month certain), as long as you have your spouse's written, notarized consent. If you die before your pension starts, your spouse may be eligible to receive the pre-retirement lifetime spouse's benefit described in the section called "In The Event Of Your Death Before Retirement".

If your spouse dies before your pension starts, your benefit will be paid under the normal form for unmarried participants (24 month certain). In the event you marry again before your pension starts, then you will once again be subject to the Joint and Survivor form of payment.

If your spouse dies after your pension starts and you initially started to receive a benefit on or after January 1, 2001, and your benefit is being paid as a 50% Joint and Survivor Pension, the pension you receive following your spouse's death will "pop-up" to the full amount you would have received if your benefit had not been paid in the Joint and Survivor form. In this case you will receive that benefit for your lifetime and upon your death no other benefits are payable to any beneficiary or spouse.

Keep in mind that a beneficiary designation made before you married is no longer effective if you marry before your pension starts, unless you satisfy the spousal consent rules your spouse automatically becomes your beneficiary if you are married for one year. For example, if you named a parent, brother or sister as your pre-retirement beneficiary when you were unmarried, the designation would automatically become ineffective upon your marriage before retirement, unless you satisfied the spousal consent rules.

Getting married after retirement- Your pension is not affected when you marry after your pension has begun.

Divorce

Getting divorced before retirement. If you divorce before your pension starts, your former spouse may not be entitled to any pre or post-retirement survivor benefits, unless a court enters a “Qualified Domestic Relations Order” (“QDRO”) establishing his or her entitlement to these benefits, or if he or she is the named beneficiary for the 24 month certain.

In addition, a QDRO may affect the amount of pension you will receive or are receiving by ordering that certain payments be made from your benefits to pay alimony, child support or marital property rights of your spouse, former spouse, child or other dependent. In addition, you should keep in mind that a QDRO will take precedence over any claims of your current spouse at the time of your retirement or death.

Note: The Plan Trustees are required by law to follow the terms of the domestic relations orders that are determined to be “Qualified” under federal law. The Plan has written procedures for handling such orders. A copy of these procedures will be provided to you free of charge at your request. If you have questions about domestic relations orders, please contact the Fund Office.

Getting divorced after retirement. If you are married when you retire, but later divorce, and your benefit is being paid as a Joint and Survivor Pension, your former spouse will still be entitled to survivor benefits under that form of payment, even if you marry again (unless a QDRO provides otherwise).

In addition, a QDRO may affect your monthly benefit by giving part or all of your monthly pension to your spouse, former spouse, or dependents.

MORE IMPORTANT SERVICE FACTS

Breaks In Service

Your service credit and pension calculation could be affected if your employment is interrupted before you have qualified for a benefit. The effect of such an interruption depends on whether the interruption is a “One-Year Break in Service” or a “Permanent Break in Service”.

One-Year Break in Service. Effective January 1, 1993, a One-Year Break in Service occurs during a calendar year in which you fail to complete at least 350 Hours of Service.

(For years before 1993 but after 1956, you had a One-Year Break in Service if you failed to earn at least 500 Hours of Service in a Calendar Year.)

What happens after a One-Year Break- If you have a One-Year Break in Service before you are Vested, your Plan participation will be cancelled, and you will lose any previously earned Vesting Credit and Pension Credit. However, a One-Year Break in Service may be temporary and can be repaired if you return to work before you incur a "Permanent Break in Service" and earn 750 Hours of Service in a calendar year. If this occurs, your previous Vesting Credit and Pension Credit will be restored.

However, if you have too many consecutive One-Year Breaks, your Break in Service will become permanent. When you have a Permanent Break in Service, you will forfeit all your Vesting Credit and Pension Credit earned prior to that break, and you will not be able to have that credit restored.

Recalculation of benefits- If you have at least a One-Year Break, return to Covered Employment (before a Permanent Break in Service), and then retire, your benefit may be subject to special recalculation rules. For more details see the information on recalculation of benefits in the section called "Reemployment after Retirement".

Permanent Break in Service-: If you have not qualified for a vested benefit, you have a Permanent Break in Service if your consecutive One-Year Breaks in Service (including at least one after January 1, 1985) equal or exceed the greater of:

- five years, or
- your Vesting Credit earned before the Break in Service.

Example: Harold earned three Pension Credits and three Vesting Credits from 1998-2000. He did not earn Vesting Credits during 2001 and 2002. In 2003, he earned a year of Vesting Credit, so his service credit and participation were resumed. His Break in Service lasted two years and was a temporary break because it was less than five years. If he did not return to Covered Employment until 2006 he would have a Permanent Break in Service and lose his Pension and Vesting Credit.

Different rules apply in determining Permanent Breaks in Service for non-vested participants for years before 1985, as follows:

- After December 31, 1957 but before January 1, 1976

  You will have a Permanent Break-in-Service if you have had two consecutive One Year Breaks-in-Service after January 1, 1958 but before January 1, 1976.

- After December 31, 1975 but before December 31, 1984

You will have a Permanent Break-in-Service if you have had consecutive One Year Breaks-in-Service, including at least one after December 31, 1975, that equal or exceed the number of Years of Vesting Credit with which you were credited.

As noted elsewhere in this booklet, once you become vested you can never have a Permanent Break-in-Service and lose your credits.

What happens after a break- Once you have a Permanent Break, you lose all Vesting and Pension Credit earned before the break, and your participation is cancelled.

There is an exception to the Permanent Break in Service rule. If you have an Hour of Service on or after January 1, 2003 and, after your Permanent Break in Service, you earned at least 15 Pension Credits, any Pension Credit you lost because of the Permanent Break in Service would be restored to you, but only for the purpose of becoming eligible for a Service Pension (not for benefit accrual).

In addition, only the Pension Credit you earn after the Permanent Break in Service (at least 15 credits) will be used both for eligibility toward a Service Pension and the Service Pension benefit amount.

What is not a Break in Service: The following absences will not cause a Break in Service:

Periods of qualified military service- If you return to work within the time required by law, you may be entitled to Pension and Vesting Credits for all or part of a qualified military leave, as determined under Section 414(u) of the Internal Revenue Code. If you are going into the military or when you return, notify the Fund Office as soon as possible.

Absence from work for maternity or paternity reasons- If your absence from work is due to pregnancy, the birth of your child, placement of a child with you in connection with an adoption, or to care for a child immediately following birth or placement, up to 351 hours (501 hours, before 1993) will be credited (1) in the year in which the absence begins if necessary to prevent a Break in Service in that period, or (2) in the year following the year in which the absence began if necessary to prevent a Break in Service in that period. Keep in mind that this credit is given solely to prevent a Break in Service; it does not count as service credit under the Plan.

Any time that you are away from work on a leave of absence under the Family and Medical Leave Act (FMLA) will not count when determining whether a Break in Service has occurred. To qualify, the FMLA leave must be approved by your employer and you must return to work for a contributing employer on or before the expiration of the FMLA leave.

Reemployment after Retirement

Your pension payments may be suspended if you work in “disqualifying employment” after retirement or continue, without retiring, to work after your Normal Retirement Age.

Before Normal Retirement Age (the later of age 65 or the fifth anniversary of your Plan participation): Your pension will be suspended for any month you work in “disqualifying employment”. For this purpose, “disqualifying employment” is:

- Covered Employment with a Contributing Employer, or

- Employment with any employer in the same or related business as a Contributing Employer under terms that would have been Covered Employment if it had been with a Contributing Employer, or

- Employment or self-employment in any capacity that is or may be under the jurisdiction of the Union.

After Normal Retirement Age- Once you have reached Normal Retirement Age, your pension payments will be suspended for each month in which you work 40 or more hours in disqualifying employment. For this purpose, "disqualifying employment" means employment or self-employment in a job category covered by a collective bargaining agreement in the Union's jurisdiction that requires contributions to this Fund.

However, as of April 1st of the year after the calendar year in which you reach age 70-1/2, you may work in any occupation and your benefits will not be suspended.

Additional Information: For any month that you work in disqualifying employment, your pension benefit for the month will be permanently withheld. The Plan will inform you by mail during the first month in which benefits are withheld.

You may ask the Fund Office in advance whether a particular type of employment may be disqualifying. The Fund Office will notify you of their determination.

If benefits are paid to you in any month you are working in disqualifying employment, the Plan will require you to repay pension payments for those months. Such repayments will be made by offsetting amounts from future pension payments.

Notification of Work After Retirement- You are required to notify the Plan administrator in writing 21 days after you start any employment, regardless of the number of hours worked in a month.

Based on the information you provide, the Fund will determine whether or not benefit payments should be suspended. If the Fund becomes aware that you are working and you have not provided sufficient information to the Plan about your employment, your payments will be suspended. The Plan will reinstate your Pension payments after you provide the necessary information and after a determination is made by the Fund.

Reinstatement of Benefits- When you stop working in disqualifying employment and wish to reinstate your pension benefits, you must notify the Plan. Your pension payments will begin no later than the first day of the third month after the last calendar month for which your benefit was suspended.

Overpayment of Benefits- If benefits are paid to you in any month you are working in disqualifying employment, the plan will require you to repay the amount through deductions from future payments. After Normal Retirement Age, the Plan can withhold your first monthly payment completely and/or reduce your future payments up to 25% each month until the full amount has been repaid.

If you die before repaying the entire amount, the pension payments to your surviving spouse, if any, or named beneficiary will be reduced up to 25% each month until the Plan has recovered the full amount.

How Your Benefit is Calculated Upon a Subsequent Retirement

Generally, if you retire, but later return to Covered Employment and earn at least one Vesting Credit, the benefit you receive when you retire again will be recalculated:

If you earn three or more Pension Credits after returning to Covered Employment, your pension when you again retire (for all periods of service, both before and after your first retirement) will be calculated using the Contribution Rate in effect at your second retirement.

If you earn less than three Pension Credits after returning to Covered Employment, the benefit you receive when you retire again is figured in two pieces:

- the benefit earned during the first period based on the Contribution Rate in effect when you left the first time, and

- the benefit earned during the second period based on the Contribution Rate in effect when you leave the second time.

The recalculated amount will also depend upon whether your return to Covered Employment was before or after your Normal Retirement Age.

QUESTIONS & ANSWERS

Here are answers to some of the questions people most frequently ask about the Plan.

Q: I recently had an accident on the job and am out on income continuation. Can I get a benefit from the Plan?

A: Only if you qualify for a Disability Pension. The only disability benefits under this Plan are the Regular Disability Pension and the Disability Award Pension, which require that you have five years of Vesting Credit, and either a "Total and Permanent Disability" or a Social Security Disability Pension Award, among other qualifying factors.

Q: How do I get an estimate of the current value of my pension?

A: You must put your request in writing and the Fund will forward a response to you. This allowed only once a year.

Q: How do I go about giving you a change of address?

A: Send a letter to the Fund Office in order to provide them with your new address information. The Fund will not accept this information over the phone.

Q: When are pension checks mailed out?

A: The first of each month.

Q: I retired a couple of months ago and I am receiving my pension under the 24-month certain benefit. The person I named as my beneficiary recently died, and I would like to name someone else as my beneficiary.

A: Yes, under this form of payment you may name a new beneficiary. However, if you are married, you will need spousal consent for the new designation. If you do not have a valid beneficiary designation on file, or if your last named beneficiary dies before you, then any amounts due on your death will be paid under the procedure described in the section called "How Your Pension is Paid".

Q: I have been receiving pension payments for a few years and got divorced a couple of months ago. Next month I am going to get married again. I am receiving my payments under the 50% Joint and Survivor Pension and want to change my beneficiary so that my new spouse, not my ex-spouse, will get the benefit due when I die.

A: You cannot do that. Once payments start under the Joint and Survivor form of payment, you cannot change anything. Your former spouse will receive the benefit if he or she survives you, unless a Qualified Domestic Relations Order provides otherwise. (This is one reason why you should consider consulting an attorney who can help you identify and address issues relating to pensions and other property rights at the time of your divorce).

Q: Will my spouse receive a benefit if I die before retirement?

A: If you die before retirement, but after earning a least five Vesting Credits (10 Vesting Credits were needed before 1999), your spouse will be eligible to receive a lifetime survivor benefit. See the section called "In the Event of Your Death Before Retirement" for more information.

OTHER THINGS YOU SHOULD KNOW

Claims and Appeals

If your request for a benefit is denied, in whole or in part, you will receive a written notice of the denial within 90 days (unless special circumstances require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision). In the event of a claim for a Regular Disability Pension, the decision will be made within 45 days (with the possibility of two 30-day extensions, in which case you would receive a notice of the delay).

The written notice of denial will describe (1) the specific reason or reasons for the denial, (2) the Plan provisions on which the determination is based, (3) any additional information or material required to perfect the claim and an explanation of why it is necessary, and 4) the Plan's review procedures and the time limits applicable to those procedures, including a statement of your right to institute a civil legal action under Section 502 (a) of the Employee Retirement Income Security Act of 1974 ("ERISA") following an adverse benefit determination on review. In addition, with regard to a claim based on disability, the notice will include an explanation of any internal rules, guidelines or protocols relied on in making decisions.

You or your authorized representative may request a review of the denial within 60 days of the date you receive the denial notice (180 days in the case of a Regular Disability Pension claim). You and your representative may review pertinent documents and other material relevant to your claim. You may also have access to the identification of medical experts whose advice was obtained by the Plan in connection with the adverse benefit determination. You or your representative may submit any written comments, documents, records and other information (regardless of whether they were submitted with original claim). Requests for review must be made in writing and sent to the Board of Trustees.

The Board of Trustees will make its decision on the review of the denial no later than the next regularly scheduled quarterly meeting of the Board that immediately follows the plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the plan's receipt of the request for review. However, if special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Board following the plan's receipt of the request for review.

You will be notified in writing if an extension is needed. That notice will describe the special circumstances and tell you when you can expect a decision on appeal. In deciding an appeal of an adverse determination that is based in whole or in part on medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the applicable field of medicine. That person can be neither (1) the person involved in the initial determination nor (2) a subordinate of that person.

When the Board of Trustees makes a decision on your appeal, you will receive a written notice stating (1) the reason for the decision, (2) the Plan provisions on which the decision is based, (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim, and (4) a statement describing your right to bring a civil action under ERISA. In the case of a claim based on disability, the notice will also describe any internal rule, guideline, protocol or similar criterion relied on in making an adverse determination and offer to provide a copy of any such rule, guideline or protocol.

Pension Benefit Guaranty Corporation

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $33.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC Guarantee generally covers:

- normal and early retirement benefits;
- 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;

- benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (1) the date the plan terminates or (2) the time the plan becomes insolvent;

- benefits that are not vested because you have not worked long enough;

- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; 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 benefit it guarantees, ask the Fund Office or contact the PBGC's Technical Assistance Division, 1200 K Street, Suite 930, Washington, DC 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at **http://www.pbgc.gov**.

Plan Amendment or Termination

The Board of Trustees expects to continue the Plan indefinitely, but reserves the right to amend, modify or terminate the Plan at any time. If the Plan is ended, you will be fully vested in any benefit you have accrued to the extent then funded. Plan assets will be applied to provide benefits in accordance with the applicable provisions of Federal law.

Assignment of Benefits

Benefits under the Plan are for your direct use only. They cannot be sold, transferred, assigned or pledged to anyone, nor are benefits subject in any manner to anticipation, alienation, encumbrance or charge. However, the Plan will comply with any Qualified Domestic Relations Order (QDRO) that gives your spouse, your former spouse or dependent child a right to a portion of your pension.

Qualified Domestic Relations Orders: A QDRO is a court order, judgment, or decree that directs the Plan to pay benefits to your spouse, former spouse, child or other dependent in connection with child support, alimony, or marital property rights.

In addition, until the Plan has complied with the terms of the QDRO, the Board of Trustees may restrict the pension benefits that are payable to you. These restrictions could also apply during any period when the Board of Trustees is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code.

You will be notified if the Plan ever receives a proposed QDRO with respect to your pension. For more information on QDROs, or to receive a free copy of the procedures the Trustees follow in determining whether an order is qualified, contact the Fund Office.

Discretionary Authority of the Board of Trustees

The Board of Trustees shall have the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply, construe and interpret the provisions of this Plan and its terms, as well as the Trust Agreement, and to decide all matters arising in connection with the operation or administration of the Pension Fund. The authority of the Trustees includes, without limitations, the sole and absolute discretion to:

- Take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Pension Fund;

- Formulate, interpret and apply rules, regulations and policies necessary to administer the Pension Fund in accordance with their governing documents;

- Decide questions, including legal or factual questions, relating to the determination and payment of benefits under the Pension Fund;

- Resolve and/or clarify any ambiguities, inconsistencies, and omissions arising under the Pension Fund and its governing documents;

- Process, and approve or deny, benefit claims and rule on any benefit exclusions or limitations.

All determinations made by the Board of Trustees with respect to any matter arising under the Pension Fund shall be final, conclusive and binding upon the Union, the Employers, the Employees, the Participants, their dependents and their Beneficiaries. The Board of Trustees shall be the sole judge of the standard of proof required in any matter. Any decision of the Board of Trustees shall only be reversed by a court if such decision is determined to be arbitrary and capricious.

No individual (other than the Board of Trustees) has any authority to interpret the Trust Agreement, the Pension Fund Plan Document, to apply their terms or to make any promises to you about them.

Tax Considerations

Your monthly pension is not considered taxable income under Federal Tax laws until it is actually paid to you. Generally, depending on your tax bracket, you will have to pay Federal Income Tax on the amount of your monthly pension benefit. In addition to Federal taxes, you may be required to pay state or local income taxes on your pension benefit.

Tax laws are complicated. To fully understand the tax consequences of any pension benefit you receive from the Plan, you should consult a tax advisor. The Fund Office cannot advise you on any legal or tax matters.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

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

Receive Information About Your Plan and Benefits

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

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

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

- 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 benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and it is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who shall 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, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in you telephone directory, or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration (now known as the Employee Benefits Security Administration).

ADMINISTRATION INFORMATION

Official Plan Name	United Teamster Pension Fund "A"
Employer Identification Number (EIN)	13-5660513
Plan Number	001
Plan Year	January 1st through December 31st
Type of Plan	Defined Benefit Pension Plan
Effective Date	January 1, 1957
Funding of Benefits	All contributions to the Pension Fund are made by Contributing Employers under the Plan in accordance with their written agreements. Benefits are paid from the Fund's assets, which are accumulated under the provisions of the written agreements and the Trust Agreement.
Trust	Assets are held in a Trust Fund for the purpose of providing benefits to covered Participants and paying reasonable administrative expenses.
Plan Administrator	The United Teamster Pension Fund "A" is administered by a Joint Board of Trustees composed of Union Trustees and Employer Trustees, whose names appear in this summary booklet. The office of the Board of Trustees may be contacted at: Board of Trustees United Teamster Pension Fund "A" 2137 Utica Avenue Brooklyn, NY 11234 (718) 859-1624
Plan Sponsor	The Pension Fund is sponsored by the Joint Board of Trustees. The office of the Board of Trustees may be contacted at: Board of Trustees United Teamster Pension Fund "A" 2137 Utica Avenue Brooklyn, NY 11234 (718) 859-1624
Trustees	Board of Trustees United Teamster Pension Fund "A" 2137 Utica Avenue Brooklyn, NY 11234 (718) 859-1624
Participating Employers	The Pension Fund will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of employees working under a written agreement, as well as the address of such employer. Additionally, a complete list of employers and unions sponsoring the Pension Fund may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.
Agent for Service of Legal Process	The Board of Trustees has been designated as the agent for the service of legal process.

APPENDIX

PENSION ACCRUAL CHARTS

Chart A- Normal Pension Benefit if you retired before February 1, 1998. If your retirement is….

… on or after February 1, 1996

$35.00 X first 10 pension credits
$45.50 X next 20 pension credits
+ $10.50 X next 5 pension credits
$1,312.50 maximum per month
Minimum contribution rate: $1.616

… between February 1, 1994 and January 31, 1996

$33.00 X first 10 pension credits
$43.50 X next 20 pension credits
+ $10.00 X next 5 pension credits
$1,250.00 maximum per month
Minimum contribution rate: $1.516

… between February 1, 1993 and January 31, 1994

$32.00 X first 10 pension credits
$41.501 X next 20 pension credits
+ $10.00 X next 5 pension credits
$1,200.00 maximum per month
Minimum contribution rate: $1.436

… between February 1, 1992 and January 31, 1993

$30.50 X first 10 pension credits
$39.75 X next 20 pension credits
+ $10.00 X next 5 pension credits
$1,150.00 maximum per month
Minimum contribution rate: $1.356

… between February 1, 1991 and January 31, 1992

$25.00 X first 10 pension credits
$32.50 X next 20 pension credits
+ $8.00 X next 5 pension credits
$940.00 maximum per month
Minimum contribution rate: $1.276

… between February 1, 1990 and January 31, 1991

$23.50 X first 10 pension credits
$30.75 X next 20 pension credits
+ $8.00 X next 5 pension credits
$890.00 maximum per month
Minimum contribution rate: $1.216

… between February 1, 1989 and January 31, 1990

$22.00 X first 10 pension credits
$29.00 X next 20 pension credits
+ $10.00 X next 5 pension credits
$840.00 maximum per month
Minimum contribution rate: $1.156

… between February 1, 1986 and January 31, 1989

$18.50 X first 10 pension credits
$24.00 X next 20 pension credits
+ $7.00 X next 5 pension credits
$700.00 maximum per month
Minimum contribution rate: $1.096

… between February 1, 1983 and January 31, 1986

$16.50 X first 10 pension credits
$21.50 X next 20 pension credits
+ $6.00 X next 5 pension credits
$625.00 maximum per month
Minimum contribution rate: $1.016

… between February 1, 1980 and January 31, 1983

$15.00 X first 10 pension credits
$20.00 X next 20 pension credits
+ $5.00 X next 5 pension credits
$575.00 maximum per month
Minimum contribution rate: $0.955

… between February 1, 1979 and January 31, 1980

$14.00 X first 10 pension credits
$18.00 X next 20 pension credits
+ $0.00 X next 5 pension credits
$500.00 maximum per month
Minimum contribution rate: $0.905

… between February 1, 1977 and January 31, 1979

$13.00 X first 10 pension credits
$17.25 X next 20 pension credits
+ $0.00 X next 5 pension credits
$475.00 maximum per month
Minimum contribution rate: $0.835

… between January 1, 1976 and January 31, 1977

$13.00 X first 10 pension credits
$16.00 X next 20 pension credits
+ $0.00 X next 5 pension credits
$450.00 maximum per month
Minimum contribution rate: $0.835

Chart B- Service Pension if you retired before February 1, 1990: Based on full Pension Credits

IF YOU RETIRE BETWEEN

Pension Credits	**2/1/96 or Later**	**2/1/94 – 1/31/96**	**2/1/93 – 1/31/94**	**2/1/92 – 1/31/93**	**2/1/91 – 1/31/92**	**2/1/90 – 1/31/91**
25	$1,032.50	$982.50	$942.50	$901.00	$737.50	$696.25
26	1,078.00	1,026.00	984.00	941.00	770.00	727.00
27	1,123.50	1,069.50	1,025.50	980.75	802.50	757.75
28	1,169.00	1,113.00	1,067.00	1,020.25	835.00	788.50
29	1,214.50	1,156.50	1,108.50	1,060.25	867.50	819.25
30	1,260.00	1,200.00	1,150.00	1,100.00	900.00	850.00
31	1,270.50	1,210.00	1,160.00	1,110.00	908.00	858.00
32	1,281.00	1,220.00	1,170.00	1,120.00	916.00	866.00
33	1,291.50	1,230.00	1,180.00	1,130.00	924.00	874.00
34	1,302.00	1,240.00	1,190.00	1,140.00	932.00	882.00
35 or more	1,312.50	1,250.00	1,200.00	1,150.00	940.00	890.00
Minimum Contribution Rate	$1.616	$1.516	$1.436	$1.356	$1.276	$1.216

Chart B- Continued

Pension Credits	**2/1/89 – 1/31/90**	**2/1/86 – 1/31/89**	**2/1/83 – 1/31/86**	**2/1/80 – 1/31/83**	**2/1/79 – 1/31/80**	**2/1/77 – 1/31/79**	**1/1/76 – 1/31/77**
25	$655.00	$545.00	$487.50	$450.00	$250.00	$250.00	$250.00
26	684.00	569.00	509.00	470.00	270.00	270.00	270.00
27	713.00	593.00	530.00	490.00	290.00	290.00	290.00
28	742.00	617.00	552.00	510.00	310.00	310.00	310.00
29	771.00	641.00	573.50	530.00	330.00	330.00	330.00
30	800.00	665.00	595.00	550.00	500.00	475.00	450.00
31	808.00	672.00	601.00	555.00			
32	816.00	679.00	607.00	560.00			
33	824.00	686.00	613.00	565.00			
34	832.00	693.00	619.00	570.00			
35 or more	840.00	700.00	625.00	575.00			
Minimum Contribution Rate	$1.156	$1.096	$1.016	$0.955	$0.905	$0.835	$0.835

Chart C – Service Pension if you retired before February 1, 1990: Based on age and full Pension Credits

IF YOU RETIRE BETWEEN…

Pension Credits	**2/1/96 or Later**	**2/1/94 – 1/31/96**	**2/1/93 – 1/31/94**	**2/1/92 – 1/31/93**	**2/1/91 – 1/31/92**	**2/1/90 – 1/31/91**
20	$541.00	$515.00	$495.00	$475.00	$395.00	$375.00
21	646.00	615.00	590.00	565.00	465.00	440.00
22	751.00	715.00	685.00	655.00	535.00	505.00
23	856.00	815.00	780.00	745.00	605.00	570.00
24	961.00	915.00	875.00	835.00	675.00	635.00
Minimum Contribution Rate	$1.616	$1.516	$1.436	$1.356	$1.276	$1.216

IF YOU RETIRE BETWEEN…

Pension Credits	**2/1/89 – 1/31/90**	**2/1/86 – 1/31/89**	**2/1/83 – 1/31/86**	**2/1/80 – 1/31/93**
20	$355.00	$295.00	$260.00	$250.00
21	415.00	345.00	305.00	290.00
22	475.00	395.00	350.00	330.00
23	535.00	445.00	395.00	370.00
24	595.00	495.00	440.00	410.00
Minimum Contribution Rate	$1.156	$1.096	$1.016	$0.955

CHART II

If you retire before January 1, 1999 and after February 1, 1996 use this chart for Normal Retirement:

Minimum Rate of Contributions	**First 10 Pension Credits**	**Next 20 Pension Credits**	**Next 5 Pension Credits**	**Maximum Benefit**
$1.516	$33.00	$43.50	$10.00	$1,250.00
1.616	35.00	45.50	10.50	1,312.50
1.716	36.00	48.00	11.00	1,375.00
1.816	38.00	50.00	11.50	1,437.50
1.916	40.00	52.00	12.00	1,500.00
2.016	41.00	54.50	12.50	1,562.50
2.116	43.00	56.50	13.00	1,625.00
2.216	45.00	58.50	13.50	1,687.50
2.316	46.00	61.00	14.00	1,750.00
2.416	48.00	63.00	14.50	1,812.50
2.516	49.00	65.00	14.50	1,862.50
2.616	50.50	66.50	15.50	1,912.50
2.716	52.50	68.00	15.50	1,962.50
2.816	53.00	70.00	16.50	2,012.50
2.916	55.00	71.50	16.50	2,062.50
3.016	56.00	73.50	16.50	2,112.50