

# **WESTERN CONFERENCE OF TEAMSTERS SUPPLEMENTAL BENEFIT PLAN**

## **SUMMARY PLAN DESCRIPTION**



**JULY 17, 2013**

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## **PURPOSE OF THIS BOOKLET**

This booklet is a “Summary Plan Description”, designed to give you basic information about the Western Conference of Teamsters Supplemental Benefit Plan, as amended through July 17, 2013. (It replaces any booklet you may have received previously.) Please read this booklet carefully to learn about the valuable benefits provided by the Supplemental Plan.

In most cases, the amendments to the Plan, which have been made since April 1, 1982 (when the Plan started) and which are included in this booklet, apply only to Pensioners who became eligible for benefits after the effective date of each amendment. The rights and benefits of a Pensioner are determined in accordance with the provisions of the Plan in effect on the date such Pensioner became eligible for a benefit from the Plan. If you were entitled to a benefit for a past Plan Year but did not receive it because you did not file an application and if you apply now and are determined to be eligible, any amounts you receive for past years will be based on the provisions of the Plan in effect in the applicable prior years, which provisions may not be accurately described in this Summary (because they have been changed by amendments and are different now). See the Appendix for details.

Keep in mind that this booklet is only a summary of the Plan and is not intended to replace the more precise, but more complicated, legal language of the Plan and Trust documents. If there is any conflict between the description of the Supplemental Plan in this booklet and the actual text of the Plan and Trust documents, the language in the actual Plan and Trust documents will govern. They are on file at the offices of the Board of Trustees at Northwest Administrators, Inc. ("Northwest Administrators"). If you would like to inspect these documents you may call Northwest Administrators' office at (877) 304-4289, option 4, and ask to see them.

Please keep the Plan advised (by writing or calling Northwest Administrators) if the address of you or your spouse changes, as well as any changes to your marital status or (if you are not married) to your designated beneficiary.

As noted above, effective January 1, 2013, the Plan's contract administrator changed from Southwest Administrators, Inc. to Northwest Administrators, Inc. Any questions about your eligibility for benefits should be directed to:

Northwest Administrators  
225 S. Lake Avenue, Suite 1200  
Pasadena, CA 91101  
(877) 304-4289, option 4

## **GENERAL INFORMATION ABOUT THE SUPPLEMENTAL PLAN**

The Western Conference of Teamsters Supplemental Benefit Trust was established as of April 1, 1982 to help retirees meet their income needs during retirement. The funds for this benefit come from Employers' contributions based on hours worked by current employees covered by Union contracts. The Supplemental Benefit is paid in addition to the pensions retirees receive from the Western Conference of Teamsters Pension Plan (the "Primary Plan"). The Supplemental Plan is managed by the Board of Trustees, with the help of Northwest Administrators, for the benefit of eligible retirees.

If you are like most people, you have questions about what benefits the Supplemental Plan provides and when the Plan will pay those benefits. Below are some questions about the Supplemental Plan, with short answers that show you where in this booklet you can find more information that may apply to your situation.

### **AM I COVERED BY THE SUPPLEMENTAL PLAN?**

Before the Supplemental Plan will pay you a benefit, you must meet the eligibility rules of the Plan. You may be eligible **if** you have already been receiving regular monthly pension benefits from the Primary Plan for at least 12 months **and if** you satisfy the eligibility rules based on the date when you started to receive your Primary Plan pension and the place where you last worked before you retired (SEE PAGE 6, AM I ELIGIBLE FOR SUPPLEMENTAL BENEFITS?).

### **HOW DO I APPLY FOR SUPPLEMENTAL PLAN BENEFITS?**

If you think you meet the eligibility rules of the Supplemental Plan (SEE PAGE 6, AM I ELIGIBLE FOR SUPPLEMENTAL BENEFITS?), you may apply for benefits under the Supplemental Plan by completing and filing an application so the Trustees can review your eligibility. By accepting benefits, you will be bound by all of the terms of the Supplemental Plan (SEE PAGE 16, HOW DO I APPLY FOR SUPPLEMENTAL BENEFITS?).

### **IS MY BENEFIT BASED ON CONTRIBUTIONS PRIOR TO MY RETIREMENT?**

No, Employer contributions, though based on hours worked, do not affect whether you are eligible for a benefit when you retire or the amount of your benefit if you become eligible. The contributions made by all Employers based on current employees' covered hours are used to fund the benefits paid to all current retirees who are eligible for Supplemental Plan benefits.

## WHAT BENEFITS WILL THE SUPPLEMENTAL PLAN PAY ME?

If you are receiving a pension from the Primary Plan and are eligible, the Supplemental Plan will pay you a benefit once a year (SEE PAGE 8, WHAT BENEFITS DOES THE SUPPLEMENTAL PLAN PAY?). The basic benefit is made up of two parts. Effective April 1, 1993, the first part of the annual benefit payment is \$23.00 for each full year during which you have received a regular monthly pension from the Primary Plan **before** the later of two dates: April 1, 1982, or the April 1<sup>st</sup> following your Unit Contribution Date (SEE DEFINITIONS, PAGE 4). If you retired recently and your Employer has contributed to the Plan for a number of years, this first part of your benefit computation will be zero. You can find your Unit Contribution Date by contacting Northwest Administrators.

Effective for benefit payments made after April 1, 1993, the second part of your annual benefit is the sum of \$110.00 (if your last Employer contributes at the normal 40¢/hour rate) for each Plan Year of your retirement, subject however to the Graded Benefit Accrual schedule (SEE PAGE 13). You earn the second part of the benefit for each full Plan Year in which you have received a regular monthly pension from the Primary Plan **after** the later of April 1, 1982 or the April 1<sup>st</sup> following your Unit Contribution Date, **so long as** your last Employer continues to be obligated to make contributions to the Supplemental Plan (SEE PAGE 8, THE BASIC BENEFIT). If your last Employer is contributing at less than the 40¢ rate, your annual accruals will be reduced proportionally to less than \$110.00 (SEE TABLE OF BENEFITS, PAGE 11). The amount of the Basic Benefit will be adjusted if you are married when you start to receive Supplemental Plan benefits (SEE PAGE 14, JOINT & SURVIVOR BENEFIT).

**NOTE:** If you earn eight annual benefit increases, the amount of any future increases which you may earn will be reduced gradually (SEE PAGE 12, GRADED BENEFIT ACCRUALS). After you have earned 18 annual benefit accruals you will not receive any more increases and your annual benefit payments will remain the same for as long as you live.

## WHAT HAPPENS WHEN I DIE?

If you die while your Supplemental Plan benefit is being paid in the form of a Joint & Survivor Benefit, your spouse as of the “date you first become eligible” will continue to receive a level benefit for life equal to either one-half or three-quarters of the last annual benefit you received (SEE PAGE 14, JOINT & SURVIVOR BENEFIT). The “date you first become eligible” is the April 1<sup>st</sup> following your receipt of your Primary Plan pension for at least 12 months if (1) you are alive on that date and (2) your last Employer before retirement has contributed to the Supplemental Plan for employees in your collective bargaining unit for at least 12 months. There are, however, certain exceptions, and you may not first become eligible on this date. See page 6 for these exceptions. If you are not married when your Supplemental Plan benefit starts and you die before you have received five annual payments, your beneficiary (named on your Application for benefits) will receive a one-time payment equal to the total of your remaining guaranteed five annual payments; if you are not married and have already received five annual payments when you die, no benefit will be paid to your beneficiary. (SEE PAGE 13, UNMARRIED FIVE-YEAR GUARANTEED BENEFIT). If you die following receipt of your Primary Plan pension for at least 12 months but before the next April 1<sup>st</sup>, your spouse or beneficiary (as applicable) will receive a benefit as if you had earned one annual accrual. If you are owed a benefit at your date of death, the amount will be paid to your surviving spouse (or beneficiary, if applicable) and not to your estate. If you die before you have earned at least one Supplemental Plan benefit payment, no death benefit will be paid to your surviving spouse or beneficiary. You do not earn a benefit for the Plan Year in which you die.

## DEFINITIONS

Throughout this booklet, you will find certain words or phrases that are used often and that you should know. These terms will help you better understand your benefits.

**EMPLOYER:** A corporation, partnership, association, trade, business or other employer obligated to contribute to the Plan by a collective bargaining agreement and accepted for participation in the Plan as an Employer by the Trustees.

**PENSIONER:** A Pensioner, also called a “participant” or “retiree,” is a person who receives regular monthly pension benefits from the Primary Plan and who meets the eligibility rules of the Supplemental Plan (SEE PAGE 6, AM I ELIGIBLE FOR SUPPLEMENTAL BENEFITS?).

**PENSION STARTING DATE:** The date that your benefits from the Primary Plan start. This **does not** mean the first day you actually receive your Primary Plan pension. Instead, it is the first day for which your Primary Plan pension is payable (even if paid later).

**EXAMPLE:** Mike Smith’s last day at work before he retired was June 20, 2012. He was eligible for a pension from the Primary Plan right away but did not mail his application for a Primary Plan benefit until July 31, 2012. Because of the time it took to process his application, the Primary Plan did not pay him his first regular monthly pension benefit until September 1, 2012. On that day, he actually received monthly pension benefits for July, August and September from the Primary Plan. His Pension Starting Date is **not** September 1, 2012, when he first received a Primary Plan benefit payment. Mike Smith’s Pension Starting Date is July 1, 2012, the date the Primary Plan used as its starting date for payment of benefits to him.

Your Pension Starting Date is not the date your Supplemental Plan benefit starts because you must receive a Primary Plan pension for at least 12 months before your Supplemental Plan benefit can begin.

**PLAN YEAR:** The Plan Year is the fiscal year starting April 1<sup>st</sup> of one year and ending March 31<sup>st</sup> of the following calendar year.

**PRIMARY PLAN:** The Western Conference of Teamsters Pension Plan and Trust. The Supplemental Plan was established to provide an additional benefit, paid annually primarily to eligible retirees in the freight industry but also including certain other retirees who receive pensions from the Primary Plan. The Supplemental Plan and the Primary Plan are different pension plans, administered separately by different Trustees.

**SPOUSE (including Husband or Wife):** The person to whom you are legally married under the laws of the state in which you reside which may include a person of the same sex. A “former spouse” is the person to whom you were legally married and have subsequently divorced pursuant to a legally valid divorce proceeding under the laws of the state in which you resided at the time of the divorce.

**SUPPLEMENTAL PLAN or PLAN:** The Western Conference of Teamsters Supplemental Benefit Plan, as described in the Plan document and summarized in this booklet.

**UNION:** Those local unions, joint councils and affiliates of the International Brotherhood of Teamsters, which have members participating in the Plan.

**UNIT CONTRIBUTION DATE:** The date on which the Employer from which you retired agreed to start making contributions to the Supplemental Plan under the terms of the contract between the Employer and the Union covering the collective bargaining unit from which you retired. Because the Supplemental Plan began on April 1, 1982, your Unit Contribution Date cannot be earlier than that date.

**EXAMPLE:** E-Z Freight Company has two separate contracts with two different Union locals. One contract covers Oakland employees and the other contract covers San Francisco employees. E-Z Freight and the Oakland local sign a new contract that goes into effect on September 1, 2011. This new contract calls for E-Z Freight to contribute to the Supplemental Plan starting September 1 based on the hours worked by the Oakland local employees. The new contract covering the San Francisco local employees is not signed or put into effect until December 1, 2011. The new contract calls for E-Z Freight to start contributing to the Supplemental Plan on December 1 for those employees. The Unit Contribution Date for E-Z Freight's retired Oakland local employees is September 1, 2011. Even though they work for the same Employer, the Unit Contribution Date for the retired San Francisco local employees is **not** September 1, 2011. Instead, the Unit Contribution Date for retired San Francisco local employees is December 1, 2011.

## AM I ELIGIBLE FOR SUPPLEMENTAL BENEFITS?

Before you can be eligible to receive benefits from the Supplemental Plan, you must already be receiving regular monthly pension benefits from the Primary Plan. However, you are **not** eligible for Supplemental Plan benefits just because you receive a pension from the Primary Plan.

Generally, you will be eligible for Supplemental Plan benefits if you have received your Primary Plan pension for at least 12 months **and** your last Employer before retirement has contributed to the Supplemental Plan for employees in your collective bargaining unit for at least 12 months. However, **note** the following eligibility requirements:

- If your last Employer has ceased contributing to the Supplemental Plan and you retired after April 1, 1987, your Pension Starting Date must have been not more than 24 months after the date your last Employer ceased contributing to the Supplemental Plan. If you retired prior to April 1, 1987, different eligibility rules apply to you.
- Effective October 13, 2005, if you retired from a non-contributing Employer but later returned to work for a contributing Employer for at least two years and upon subsequent retirement qualified for a “recomputed benefit” under the Primary Plan, you may be eligible for a benefit under the Supplemental Plan.
- If your Employer’s Unit Contribution Date is **after** your Pension Starting Date, you become eligible on the April 1<sup>st</sup> after your Employer has contributed for 12 months under the Supplemental Plan.
- Generally, you must not have worked other than for a contributing Employer during the last two years prior to your retirement.
- You also may qualify for a single benefit accrual if during the last 24 months prior to your Pension Starting Date you were employed for at least 1,000 hours, whether as a casual, or a regular after April 1, 2001, by one or more Employers who were obligated to contribute to the Supplemental Plan throughout that period, even though you may also have worked for a non-contributing employer.
- If you first became eligible on or after April 1, 2004, you may qualify for a single benefit accrual if, during the last 36 months prior to your Pension Starting Date, you were employed for at least 1,000 hours by one or more Employers who were obligated to contribute to the Supplemental Plan throughout that period.
- You will not be eligible if you are a proprietor, partner, or self-employed person; or a director of a corporate Employer; or, an executive board member of a participating Union, unless you also are covered as a full time employee of the participating Union *or* of the contributing corporate Employer.

For some retirees who retired before April 1, 1981, there is a “Grandfather” provision for partial eligibility (contact Northwest Administrators if you retired before April, 1981).

**EXAMPLE 1:** Paul Miller retired at the end of 2010 and started receiving a monthly pension from the Primary Plan on January 1, 2011 (his “Pension Starting Date”). Before he retired, he had worked for many years for Sweet Tooth Candy Corporation, a company that had a Union contract with Paul Miller’s local union. Sweet Tooth Candy began



contributing to the Supplemental Plan on March 1, 2010 (its “Unit Contribution Date”) and has continued to contribute since then.

Paul Miller would receive his first Supplemental Plan payment following the last day of the Plan Year ending March 31, 2012. Paul is first eligible for a Supplemental Plan benefit for the 2011/2012 Plan Year because by the end of that Plan Year (i.e., March 31, 2012), his last Employer had contributed for at least 12 months **and** Paul had received 12 months of benefits under the Primary Plan, as his Pension Starting Date was January 1, 2011.

**EXAMPLE 2:** If instead, Paul Miller retired three years earlier, at the end of 2007, and started receiving a monthly pension from the Primary Plan on January 1, 2008, he would receive his first Supplemental Plan payment following the end of the 2010/2011 Plan Year (i.e., as of March 31, 2011). This is the end of the first Plan Year that follows **both** 12 months of Primary Plan benefits payable after Paul’s Pension Starting Date **and** the first 12 months of contributions to the Supplemental Plan following Sweet Tooth Candy’s Unit Contribution Date of March 1, 2010.

If Paul Miller had been laid off by Sweet Tooth Candy Corporation before he retired, had become self-employed or gone to work for a company which did not contribute to the Supplemental Plan, and, therefore, had worked fewer than 1,000 hours for a contributing Employer during the two years before his retirement, he would not be entitled to any benefit from the Supplemental Plan.

## WHAT BENEFITS DOES THE SUPPLEMENTAL PLAN PAY?

The Supplemental Plan does **not** replace or affect your monthly pension from the Primary Plan. If you become eligible, the Supplemental Plan will pay you an annual benefit for life, which is **in addition to** the regular monthly pension you receive from the Primary Plan. The Supplemental Plan only pays a benefit once a year, not monthly like the Primary Plan. The first Supplemental Plan benefit was paid after the Plan Year ended March 31, 1984, and future benefits are paid after the end of each Plan Year (usually early in May).

The form and amount of your Supplemental Plan benefit depend, in part, on whether you are married when your Supplemental Plan benefits begin. If you are **not** married when your benefits begin, your annual payment for life will be equal to your Basic Benefit, with a benefit payable to your beneficiary **only** if you die before receiving five annual benefit payments. If you **are** married when your Supplemental Plan benefits begin, your annual benefit will be paid as a Joint & Survivor Benefit, and the amount of your Basic Benefit will be adjusted. The Basic Benefit, the Five-Year Guaranteed Benefit and the Joint & Survivor Benefit are explained below.

### THE BASIC BENEFIT

The Basic Benefit depends on (1) the number of years the Primary Plan has been paying you a monthly pension, (2) your Unit Contribution Date and (3) whether your last Employer continues to make contributions to the Supplemental Plan. The Basic Benefit is figured in two parts, based on years before your Unit Contribution Date (**if** your Employer started contributing to the Supplemental Plan after you retired) and the number of full years after your Unit Contribution Date in which you receive a Primary Plan pension. The two parts are added together to equal a total Basic Benefit payable to you each year.

#### **PART 1. BENEFIT AMOUNT IF ANY EARNED BEFORE UNIT CONTRIBUTION DATE**

If you are eligible for additional accruals after April 1, 1993, Part 1 of your benefit will equal \$23.00 for each full year for which you received a Primary Plan Pension (your Pension Starting Date) and which **precedes** the April 1 falling on or after the date the employer you retired from began contributing to the Supplemental Plan (your Unit Contribution Date). Partial years are not counted. If your Unit Contribution Date precedes your Pension Starting Date, the first part of your Basic Benefit will be zero.

#### **PART 2. BENEFIT AMOUNT IF ANY EARNED AFTER UNIT CONTRIBUTION DATE**

If you are eligible for additional accruals after April 1, 1993, you will receive \$110.00 for each Plan Year ended after April 1, 1982 following your Unit Contribution Date **and** during which you receive a full year of monthly pension benefits from the Primary Plan **and** provided your last Employer before retirement continues to be obligated to contribute to the Supplemental Plan throughout the Plan Year at the maximum 40¢ contribution rate. If your last Employer contributes at less than the 40¢ rate, your annual accrual will be reduced proportionally according to the Table of Benefits (SEE PAGE 11). For example, the annual accrual for a retiree from a 10¢ contributor is \$27.50 (\$110 divided by 4). This Part 2 amount also is subject to reduction under the Graded Benefit Accrual schedule (SEE PAGE 13) and in the event of any future amendment to the Plan eliminating or reducing one or more annual accruals.

Even if you do not qualify above, you may receive a single benefit accrual if (i) during the 24 month period preceding your retirement, you were a "casual" who worked at least 1,000 hours for contributing Employers, or (ii) your last Employer is no longer obligated to contribute to the Supplemental Plan but your Pension Starting Date is not more than 24 months after the date your last Employer ceased participation in the Plan. A "single benefit accrual" means the amount of your first annual benefit payment will not increase in future years.

You also may receive a single benefit accrual if you are first eligible after April 1, 2004 and within the last 36 months prior to your Pension Starting Date you were employed for at least 1,000 hours by one or more Employers obligated to contribute to the Supplemental Plan.

**EXAMPLE:** Fred Bloom retired on March 31, 1993, and received a monthly pension from the Primary Plan starting on April 1, 1993. Because he was last employed by BLT Company, which agreed to contribute to the Supplemental Plan at the maximum rate starting April 1, 2003, and continuing thereafter, Fred Bloom is eligible for Supplemental Plan benefits.

After the Plan Year ended March 31, 2004, Fred Bloom's initial benefit would have been \$340.00. After the Plan Year ended March 31, 2013, the annual benefit will have grown to \$1,052.00. These amounts are computed by adding each part of the Basic Benefit.

1. First, figure out how many full years there are between his Pension Starting Date (which was April 1, 1993) and the April 1 on or after his Unit Contribution Date (which was April 1, 2003). From 1993 to 2003 is 10 full years. Then, multiply that number of years times \$23.00 for the first part of the Basic Benefit.  $10 \text{ years} \times \$23.00 = \$230.00$ .
2. Next, figure out how many full years Fred Bloom received his monthly pension from the Primary Plan between the April 1 on or after his Unit Contribution Date (which was April 1, 2003) and the date on which you are figuring the benefit. From April 1, 2003 to April 1, 2004 (following his retirement), is 1 full year. Multiply the Plan Year that ended March 31, 2004 times \$110.00 (1 year  $\times$  \$110.00) and add together the two parts to get his initial Basic Benefit.  $\$230.00 + \$110.00 = \$340.00$ .
3. As of March 31, 2013, the number of full Plan Years Fred has received his Primary Plan benefits after his Unit Contribution Date is 10 (April 1, 2003 to April 1, 2013). However, for two of those Plan Years (2009/2010 and 2010/2011), Fred received a zero benefit accrual due to the suspension of benefit accruals for those years (SEE NOTE ON PAGE 11). Multiply the first 6 Plan Years (ended March 31, 2009) times \$110.00 = \$660.00. Apply the Graded Benefit Accrual schedule (SEE PAGE 13) to the two Plan Years ended March 31, 2012 and March 31, 2013.  $\$89.00 + \$73.00 = \$162.00$ .
4. Add together each part to calculate Fred's current Basic Benefit.  $\$230.00 + \$660.00 + \$162.00 =$  an annual benefit of \$1,052.00. If Fred Bloom is married his Basic Benefit will be reduced to pay his spouse a survivor benefit (SEE JOINT & SURVIVOR BENEFIT, PAGE 14).

## VESTING

Your right to a benefit under the Supplemental Plan does not “vest” until you have applied for and received your first Plan benefit. If you become eligible for the Supplemental Plan and start to receive Plan benefits, you are fully vested in the amount of the last annual benefit you received. “Vesting” means that your right to benefits is guaranteed and will not be taken away from you. However, the amount of your guaranteed benefit will depend on your Employer’s contribution rate. In the Example on page 9, once Fred Bloom proved he was eligible and received his initial Supplemental Plan benefit of \$340.00, he became vested in that amount, entitled to continue to receive a benefit of \$340.00 per year for life so long as the Supplemental Plan remains in effect. After April 1, 2013, when he received his benefit of \$1,052.00, he became vested in that amount. However, you are **not** vested in any future annual increases in the second part of the Basic Benefit. You will **not** get those increases if: (a) the Supplemental Plan is terminated; **or** (b) the Supplemental Plan is amended to stop or reduce those increases; **or** (c) your last Employer stops contributing for your last collective bargaining unit. **IF ANY ONE OF THESE EVENTS OCCURS, YOU WILL NOT RECEIVE ANY INCREASE IN THE SECOND PART OF YOUR BASIC BENEFIT IN FUTURE YEARS.**

**EXAMPLE:** Fred Bloom is paid a Supplemental Plan benefit of \$340.00 for the Plan Year ended March 31, 2004. His last Employer makes contributions throughout 2004 and 2005, so he receives an increase in his Supplemental Plan benefit to \$450.00 for the Plan Year ended March 31, 2005. But unlike the above Example, on January 1, 2006 his last Employer, BLT Company, goes completely out of business, stops making contributions and withdraws from the Supplemental Plan. For the Plan Year ended March 31, 2006, Fred Bloom is still entitled to an annual benefit from the Supplemental Plan in the amount of \$450.00 but he is **not** entitled to any increase in figuring the second part of the Basic Benefit. Fred Bloom’s annual benefit from the Supplemental Plan will be limited to \$450.00 each year for his lifetime (not \$1,052.00).

## MINIMUM ANNUAL BENEFIT

If you qualify for only a single benefit accrual or if you are a surviving spouse of a Pensioner receiving a Joint & Survivor Benefit (SEE PAGE 14) and if your last Employer contributed at the maximum 40¢ rate, the amount of your annual benefit will not be less than \$150.00. (If your last Employer contributes at less than the maximum 40¢ rate, your Minimum Annual Benefit will be reduced proportionally, for example to \$37.50 if your last Employer contributes at the 10¢/hour rate.) If you do not qualify as a surviving spouse or for a single benefit accrual, your benefit will be based on the formulas described in the Table of Benefits which follows and could be smaller than \$150.00.

**NOTE:** If the Plan overpays you for any reason, you must return the amount of the overpayment to the Plan. The Plan may reduce your future benefit payments in order to recover the overpayment or it may take legal action against you, your spouse or your beneficiaries. If you apply and are paid a benefit later than the date you first became eligible to receive it, or if you receive a retroactive payment for some other reason, the amount you receive will be as originally calculated and will not include any interest or earnings.

## TABLE OF BENEFITS

As of April 1, 2013, current benefit amounts are calculated as follows:

<p><b>PART 1 BENEFIT AMOUNT</b> BENEFITS EARNED <b>PRIOR</b> TO YOUR UNIT CONTRIBUTION DATE: \$23.00 PER FULL PLAN YEAR</p>
<p><b>PART 2 BENEFIT AMOUNT (40¢ CONTRIBUTION RATE)</b> BENEFITS EARNED <b>AFTER</b> YOUR UNIT CONTRIBUTION DATE: \$110.00 PER FULL PLAN YEAR</p>
<p><b>PART 2 BENEFIT AMOUNT (20¢ CONTRIBUTION RATE)</b> BENEFITS EARNED AFTER YOUR UNIT CONTRIBUTION DATE \$55.00 PER FULL PLAN YEAR</p>
<p><b>PART 2 BENEFIT AMOUNT (15¢ CONTRIBUTION RATE)</b> BENEFITS EARNED AFTER YOUR UNIT CONTRIBUTION DATE \$41.25 PER FULL PLAN YEAR</p>
<p><b>PART 2 BENEFIT AMOUNT (10¢ CONTRIBUTION RATE)</b> BENEFITS EARNED AFTER YOUR UNIT CONTRIBUTION DATE \$27.50 PER FULL PLAN YEAR</p>

The above benefit amounts are subject to reduction under the Graded Benefit Accrual schedule (SEE PAGE 13) and may be further reduced or eliminated for one or more Plan Years under the terms of any future amendment to the Plan. Your Part 2 Benefit Amount depends upon the contribution rate of your last contributing Employer.

**Important Note: In order to protect the current and future financial health of the Plan the Trustees have taken several past actions based on the recommendations of the Plan's actuaries.**

**First, the Plan previously was amended to eliminate (i) all benefit accruals for the 2009/2010 Plan Year and (ii) all benefit accruals for the 2010/2011 Plan Year for Pensioners already receiving a benefit from the Plan. These actions did not affect the amount of benefits Pensioners already were receiving.**

**Second, YRC Worldwide and its affiliated companies were readmitted to the Plan as of June 1, 2011. However, because YRC collectively bargained to reduce its contribution rate from 40¢ to 10¢/hour, the Plan was forced to eliminate all benefit increases for certain past YRC Pensioners (as of March 31, 2013, all additional accruals for YRC Pensioners whose first benefit accrual under the Plan was before March 31, 2009**

are eliminated). **In addition, the amount of any accruals for YRC Pensioners eligible after March 31, 2009 will be the reduced amount normally applicable to all 10¢ contributors -- \$27.50/year.**

**EXAMPLE 1:** Bill Jones retired and received his first Supplemental Plan benefit, for the 2008/2009 Plan Year, paid in May 2009. Because all additional benefit accruals were eliminated for the April 1, 2009 to March 31, 2010 Plan Year and accruals for Pensioners already receiving a benefit were eliminated for the April 1, 2010 to March 31, 2011 Plan Year, the amount of his Supplemental Plan benefit paid in May 2011 was not increased above the amount paid to him in 2009 and 2010. However, his benefit paid in May 2012 and May 2013 increased and it may increase in future Plan Years provided his last Employer continues as a contributing Employer (until he reaches the 18th year of the Plan's Graded Benefit Accrual schedule, when further increases stop).

**EXAMPLE 2:** Tom Wilson retired from a YRC Worldwide company and started receiving his monthly Primary Plan benefits in January 2009. Because all Supplemental Plan benefit accruals were eliminated for the 2009/2010 Plan Year, Tom did not receive a Supplemental Plan benefit in May 2010, although he would have qualified for his first Supplemental Plan benefit as of March 31, 2010 (after receiving his Primary Plan benefit for 12 months). Because YRC was not contributing to the Plan as of March 31, 2011, he also did not receive a Supplemental Plan benefit for the April 2010 to March 2011 Plan Year. He did receive a benefit of \$23 as of March 31, 2012, however, as a result of YRC's contributions for 10 months at a reduced 10¢ rate beginning June 1, 2011 through March 31, 2012, and he received an additional accrual of \$27.50 as of March 31, 2013. He may qualify for additional annual increases of \$27.50 in future years if YRC continues to contribute to the Plan.

**EXAMPLE 3:** Susie Johnson retired from YRC in January 2011 and qualified for her first time accrual under the Supplemental Plan in the April 1, 2011 to March 31, 2012 Plan Year. Because the Plan amendment eliminating benefit accruals for the 2011/2012 Plan Year was limited to Pensioners who already were receiving a benefit from the Supplemental Plan (and Susie was not yet receiving a benefit), she received a first time Supplemental Plan benefit for the April 2011 to March 2012 Plan Year of \$23. She earned an additional accrual of \$27.50 as of March 31, 2013.

If you did not apply for benefits when you first became eligible, you may be entitled to a retroactive benefit. Please refer to the Appendix at the end of this booklet for further information.

## **GRADED BENEFIT ACCRUALS**

Beginning with the Plan Year ended March 31, 1991, Plan Year benefit accruals are based on a Graded Benefit Accrual schedule. The Graded Benefit Accruals only will affect an eligible retiree **after** you have received eight annual "Part 2" Plan Year accruals.

**FOR EXAMPLE,** if you had been receiving a Plan Year benefit accrual each year since the Plan Year ended March 31, 1983, including the Plan Year ended March 31, 1990, and the Employer from which you retired continued to contribute to the Plan, beginning with the Plan Year ended March 31, 1991, any annual benefit accruals you earned were reduced gradually for the following 10 years and then additional increases ceased.

If your first annual benefit accrual was for a Plan Year ended after March 31, 1983, the graded reduction in your benefit accrual will start with the Plan Year following your receipt of eight annual benefit accruals and will continue to decline for the following 10 years, as described below:

Graded Benefit Accruals (“GBA”) vary depending on the rate at which your last Employer is obligated to contribute to the Supplemental Plan for the Plan Year in question. GBA’s begin in the 9<sup>th</sup> year. Effective April 1, 2009, the GBA’s are as follows:

<u>40¢ Rate</u>	<u>20¢ Rate</u>	<u>15¢ Rate</u>	<u>10¢ Rate</u>
9 <sup>th</sup> GBA \$89.00	9 <sup>th</sup> GBA \$44.50	9 <sup>th</sup> GBA \$33.38	9 <sup>th</sup> GBA \$22.25
10 <sup>th</sup> GBA 73.00	10 <sup>th</sup> GBA 36.50	10 <sup>th</sup> GBA 27.38	10 <sup>th</sup> GBA 18.25
11 <sup>th</sup> GBA 58.00	11 <sup>th</sup> GBA 29.00	11 <sup>th</sup> GBA 21.75	11 <sup>th</sup> GBA 14.50
12 <sup>th</sup> GBA 47.00	12 <sup>th</sup> GBA 23.50	12 <sup>th</sup> GBA 17.63	12 <sup>th</sup> GBA 11.75
13 <sup>th</sup> GBA 37.00	13 <sup>th</sup> GBA 18.50	13 <sup>th</sup> GBA 13.88	13 <sup>th</sup> GBA 9.25
14 <sup>th</sup> GBA 26.00	14 <sup>th</sup> GBA 13.00	14 <sup>th</sup> GBA 9.75	14 <sup>th</sup> GBA 6.50
15 <sup>th</sup> GBA 21.00	15 <sup>th</sup> GBA 10.50	15 <sup>th</sup> GBA 7.88	15 <sup>th</sup> GBA 5.25
16 <sup>th</sup> GBA 16.00	16 <sup>th</sup> GBA 8.00	16 <sup>th</sup> GBA 6.00	16 <sup>th</sup> GBA 4.00
17 <sup>th</sup> GBA 10.00	17 <sup>th</sup> GBA 5.00	17 <sup>th</sup> GBA 3.75	17 <sup>th</sup> GBA 2.50
18 <sup>th</sup> GBA 5.00	18 <sup>th</sup> GBA 2.50	18 <sup>th</sup> GBA 1.88	18 <sup>th</sup> GBA 1.25

Commencing with the **later** of the Plan Year ending March 31, 2001, or after earning 10 years of annual benefit increases on one of the GBA schedules above (a total of 18 annual accruals), a Pensioner will not receive any additional increases in benefits. However, the Pensioner will continue to receive for life the annual benefit earned up to that point.

**UNMARRIED FIVE-YEAR GUARANTEED BENEFIT**

If you are **NOT** married when you first receive Supplemental Plan benefits, you will receive an annual benefit for life in the amount of the Basic Benefit. If you die before you receive five annual payments, the Supplemental Plan will make a one-time payment to your named beneficiary in the amount of the last Supplemental Plan benefit you received, multiplied by the number of years left when the years you have received Supplemental Plan benefits are subtracted from the five guaranteed years. You can name anyone as your beneficiary, or change your beneficiary, provided you do so in writing on forms which may be requested from Northwest Administrators and provided that such written designation or change is received by Northwest Administrators prior to your death. If you do not name a beneficiary, or if your named beneficiary dies before you do, any death benefit will be paid to your estate.

**EXAMPLE:** Rich Murphy retired from the Fast Move Freight Company on March 31, 2005. He received a monthly pension from the Primary Plan starting April 1, 2005. Fast Move Freight Company agreed to contribute 40¢/hour to the Supplemental Plan as of April 1, 2007. He is eligible for benefits under the Supplemental Plan as of April 1, 2008. Rich Murphy is not married on April 1, 2008, so he names Susan, his daughter, as his beneficiary. Rich Murphy’s annual benefit will be paid to him for his life. If he dies in January 2009, before five years have passed, the remaining guaranteed years’ benefits will be paid to Susan in a one-time payment. Thus, if Rich Murphy dies in 2009 after receiving only one payment on April 1, 2008 of \$156.00, Susan would receive a one-time death benefit of \$624.00, which is the benefit Rich Murphy last received while he was alive

(\$156.00) times four years (that is, the five guaranteed years minus the one year's benefit he already received). If Rich Murphy dies after receiving five payments, there will be no remaining guaranteed payments or other death benefit to be paid to Susan, his named beneficiary.

## **JOINT & SURVIVOR BENEFIT**

If you are married when you start receiving Supplemental Plan benefits, your benefit will be paid to you as a Joint & Survivor Benefit. This benefit will be paid to you once a year for life. When you die, level annual payments will be made to the spouse you were married to at the time your Supplemental Plan benefits began, if he or she is living. If you are first eligible prior to April 1, 2008, this benefit will be paid to your spouse for the rest of his or her life in an amount equal to one-half (50%) of your last Supplemental Plan benefit (not less than \$150.00 annually if your last Employer was a 40¢ contributor; but reduced proportionally if your last Employer contributes less than 40¢/hour). If you first become eligible on or after April 1, 2008, you will be given the option of electing a 50% or a 75% Joint & Survivor Benefit payable to your spouse, if he or she survives you. Because the Joint & Survivor Benefit will be paid during **both** of your lives, the amount of the benefit you receive each year will be less than the amount you would have received if you were not married when your benefit started. The amount of the adjustment will depend on both you and your spouse's age when you first start to receive your Supplemental Plan benefit, as well as the option you chose (50% or 75%, if applicable), based on the Plan's actuarial assumptions. You can request, at any time, a complete explanation of the 50% and 75% Joint & Survivor Benefit options from Northwest Administrators. If your spouse dies before you do and you notify the Plan, your accruals in future Plan Years, if any, will no longer be reduced to take into account the survivor annuity benefit. But, the benefit you earned prior to your spouse's death will continue on a reduced basis. If you and your spouse divorce after you have started receiving your benefit, your benefit will continue to be paid in the form of a Joint & Survivor Benefit, with a survivor benefit to your former spouse, unless a court issues a "qualified domestic relations order" instructing the Plan otherwise.

**EXAMPLE:** Joe Day retired on March 31, 2002, at the age of 62, and has received a monthly pension benefit from the Primary Plan since April 1, 2002. Joe earned his first accrual of \$110 from the Supplemental Plan as of March 31, 2003. For the Plan Year ending March 31, 2013, Joe Day is entitled to an annual Basic Benefit of \$901.00 from the Supplemental Plan (7 years x \$110.00 + 2 years x \$0 + 1 year x \$73.00 + 1 year x \$58.00). Because Joe Day is married when he first receives the Supplemental Plan Benefit, his benefit will be paid as a Joint & Survivor Benefit. Joe Day's wife, Peggy, is age 59 on April 1, 2002 and Joe Day is age 62. His Joint & Survivor Benefit is actuarially determined by the Plan to be \$732.52 in 2013. If Joe dies after he receives the benefit in 2013, his wife will receive an annual benefit of \$366.26 for the rest of her life. If, instead, Joe lives to receive a Supplemental Plan benefit in 2014, his Joint & Survivor Benefit in that year will be \$770.73, and future benefits payable to Peggy as a widow would be one-half of the last benefit he received, or \$385.37, for life.

The value of the payments of the Joint & Survivor Benefit is actuarially equal to the value of the Unmarried Five-Year Guaranteed Benefit payments. This does not mean that the dollar amount of payments received as a Joint & Survivor Benefit will be exactly the same as the dollar amount of the payments received as an Unmarried Five-Year Guaranteed Benefit. It means that the **value** of one form of benefit will be equivalent to the **value** of the other form of benefit, when the value of your actuarially determined surviving spouse's benefit is included in measuring the total value of the benefits to you.



It is very important that your spouse or a family member notify the Supplemental Plan if you die and that you notify the Plan if your spouse predeceases you. Merely notifying the Primary Plan is not notice to the Supplemental Plan and will not permit the Supplemental Plan to make the necessary changes in its records. No one but you (or your spouse or named beneficiary, if the benefit check is payable to your spouse or named beneficiary after your death) should cash a benefit check from the Plan.

### **BENEFITS IN THE EVENT OF DIVORCE**

The Plan may be required to pay a part of your benefits to your spouse, former spouse, or a dependent under the terms of a Qualified Domestic Relations Order (“QDRO”). A Qualified Domestic Relations Order is a state court order that meets certain legal requirements and provides for payment of child support, alimony or marital property rights. Northwest Administrators will provide you, upon request and without charge, information regarding what the Plan requires for an order to qualify as a Qualified Domestic Relations Order.

### **BENEFITS IN THE EVENT OF RE-EMPLOYMENT**

If, after you begin to receive benefits from the Plan, you return to work, your Plan benefits will not stop. If you work enough hours (for an Employer that contributes to the Supplemental Plan) so that your Primary Plan benefit is recomputed under that Plan’s rules, and then you retire again, the amount of your existing benefit under the Supplemental Plan will be frozen (and will continue to be paid to you) **and** you may earn an additional benefit under the normal Supplemental Plan rules based on contributions by your new contributing Employer from which your second retirement occurred.

## **HOW DO I APPLY FOR SUPPLEMENTAL BENEFITS?**

If you want to apply for a benefit from the Supplemental Plan, you should notify Northwest Administrators' office in writing.

You must use the application forms that are available upon request from Northwest Administrators. You should fill out the application completely and send any information or documents, such as copies of birth and marriage certificates, as may be requested by Northwest Administrators, so that your application can be processed as soon as possible. If you, your spouse or your beneficiary wish to make any other kind of claim, you must do so in writing and address it to the Trustees, in care of Northwest Administrators.

## **WHAT CAN I DO IF I AM DENIED BENEFITS?**

If, for any reason your application, or any other claim made by you, your spouse or your beneficiary, is denied, Northwest Administrators will attempt to notify you in writing within ninety (90) days after your claim is filed. However, the Plan may extend the period for making an initial determination on your claim for an additional ninety (90) days if the Plan gives you written notice during the first 90 day period informing you of the special circumstances justifying the extension and providing you with the time by which the Plan expects to render a decision. If written notice of the Plan's denial of your claim is not furnished within 180 days, you may treat your application or claim as denied. If you file an application at a time when you are not yet eligible for a benefit but may become eligible in the future, you will be notified by Northwest Administrators that your application has been received, but the Plan may delay consideration of your claim until you have received a Primary Plan benefit for at least twelve (12) months. Then you will receive notice if your application has been denied.

The claim decision notice will clearly explain to you why your application or claim has been denied and give you the following information:

1. The specific reason or reasons for the denial;
2. The specific provisions of the Plan document or other evidence on which the denial is based;
3. A description of any information necessary to remedy any defects in the application or claim and an explanation of why the information is needed; and
4. An explanation of the appeals procedure including all applicable time limits.

The appeals procedure is as follows:

1. You may appeal the denial of any claim to the Board of Trustees. You, or your authorized representative, may ask for a review by filing a written request with the Board of Trustees within sixty (60) days after you have received notice that your claim has been denied. You will lose your right to appeal if your request for an appeal is not received by the Trustees within this time period.
2. You, or your authorized representative, may review Plan documents that relate to the claim denial.
3. You, or your authorized representative, may present comments or issues in writing.

4. The Trustees normally will make a decision at either their first or second regular meeting after they receive a request for review. If special circumstances require additional time, you will be told the reason for the extension and a decision will be made as soon as possible; in any event, a decision will be made no later than the Trustees' third regular meeting after a request for review is received.
5. Normally you will be mailed written notification of the Board of Trustees' review within fifteen (15) days of the decision.

The decision of the Board of Trustees will be communicated to you in writing, and if your appeal has been denied, they will tell you why it has been denied. Any written request or communication you make should be sent by first class mail or hand delivered to Northwest Administrators' office.

Effective October 15, 2009, the Plan was amended to establish a one year statute of limitations on benefit claim denials, meaning a lawsuit challenging the decision of the Trustees regarding a benefit claim must be brought, if at all, within one year of the date of the Trustees' decision.

Each Pensioner who files an application, a claim, or an appeal is expected to comply with all requests for information and proof. Your failure to do so would be enough reason to deny your application, claim or appeal. Any false statements or omissions made by a Pensioner that have a bearing on his claim will give the Trustees the right to adjust any past or future benefit payments and to recover any benefit payments improperly made as a result of the false statements or omissions.

## **ADDITIONAL INFORMATION ABOUT THE PLAN**

### **PLAN NAME**

The name of the Plan is the Western Conference of Teamsters Supplemental Benefit Plan.

### **PLAN ADMINISTRATION**

Administration of the Supplemental Plan is the responsibility of a joint Board of Trustees. They have entered into an agreement with a contract administrator, Northwest Administrators, Inc., to assist them. The Trustees and Northwest Administrators may be contacted at the following mailing address:

Northwest Administrators, Inc.  
Attn: Supplemental Benefit Plan  
355 Gellert Blvd., Suite 100  
Daly City, CA 94015-2666

You may call Northwest Administrators toll free at (877) 304-4289, option 4. Information is also available on the Plan's website at [www.wctsbp.org](http://www.wctsbp.org).

### **PLAN YEAR**

The Plan operates on an April 1 to March 31 Plan Year.

**TRUSTEES** - The Trustees, as of January 10, 2014, are:

#### **UNION TRUSTEES**

Walter Maestas

Bill Hoyt

Ken Lundgren

#### **EMPLOYER TRUSTEES**

Jim Roberts

Rick Porter

Kevin Dietsch

**All Trustees can be contacted at the following address:**

c/o Northwest Administrators, Inc.  
355 Gellert Blvd., Suite 100  
Daly City, CA 94015-2666

## **CORPORATE CO-TRUSTEES**

The Plan's investment assets are held by:

U.S. Bank  
221 Figueroa, Ste. 201  
Los Angeles, California 90012

Certain other assets of the Plan are held by:

Union Bank of California  
445 S. Figueroa St., G13-239  
Los Angeles, California 90071

## **INVESTMENT MANAGER**

Trust investments are managed by:

Dodge & Cox  
555 California St., 40<sup>th</sup> Floor  
San Francisco, California 94104

## **OBTAINING INFORMATION**

The Board of Trustees has the authority to interpret the terms of the Supplemental Plan and determine all questions of eligibility and the status of participants. This authority is exercised in its sole discretion. No individual Trustee, Employer, Union, or any other individual or entity has a right or is authorized to interpret the Plan or to act on behalf of the Trustees or to inform any Pensioner, beneficiary, or other person about the terms of the Supplemental Plan. Information about the Supplemental Plan should be obtained by you in writing from the Trustees or, if the Trustees so authorize, from the office of Northwest Administrators.

The Board of Trustees has the right to amend (and even terminate) the Supplemental Plan, in its discretion. This means that the Trustees could change the Supplemental Plan to reduce or stop any future increase in your benefit and to limit your future benefit to its current level. This Summary Plan Description does not serve as a promise or guarantee of continued employment or benefits. Information in the various "EXAMPLES" contained in this Summary Plan Description are for purposes of illustration only and may not accurately reflect Plan terms or actual benefit calculations.

For pension applications and eligibility questions contact Northwest Administrators at:

225 S. Lake Avenue, Suite 1200  
Pasadena, CA 91101  
(877) 304-4289, option 4

For appeals, record-keeping and all other administrative functions contact Northwest Administrators at:

355 Gellert Blvd, Suite 100  
Daly City, CA 94015-2666  
(650) 570-7300

## **PARTICIPATING UNIONS AND CONTRIBUTING EMPLOYERS**

The "Union" as referred to in this booklet includes those locals, joint councils and affiliates of the International Brotherhood of Teamsters, which are parties to collective bargaining agreements providing for participation in the Plan. You can find out whether a particular Employer or Union Local sponsors and/or contributes to the Supplemental Plan (and can obtain its address) by writing to the Board of Trustees in care of Northwest Administrators.

## **PLAN IDENTIFICATION**

The Supplemental Plan is identified by the following numbers in accordance with the Federal government rules:

Employer Identification Number: 95-3746907

Plan Number: 001

## **WHERE TO SERVE LEGAL PROCESS**

The Board of Trustees and Northwest Administrators, Inc. (Attn: Tony Ah-Hing), will accept service of legal process.

## **TYPE OF PLAN**

The Supplemental Plan is a defined benefit pension plan and is a multiemployer plan maintained pursuant to collective bargaining agreements with various Employers. Pensioners and their beneficiaries can examine these collective bargaining agreements by making a written request to Northwest Administrators, or by requesting in writing that Northwest Administrators make available the collective bargaining agreements at any meeting hall or office of a Union local where there are at least 50 participants covered by the Plan.

## **INSURANCE BY THE PBGC IN CASE OF PLAN TERMINATION**

Whether Employers will continue to contribute to the Supplemental Plan is determined during collective bargaining from time to time. In the event the Plan terminates, you will be entitled to continue to receive any benefit you have earned up to the effective date of termination, but you will not earn any additional benefit. Funds in the Supplemental Plan at its termination will be used to provide benefits you have earned and to pay Trust expenses.

Benefits under the Supplemental Plan are insured by the Pension Benefit Guaranty Corporation (“PBGC”), a federal government insurance agency. The Supplemental Plan pays the PBGC premiums for this insurance every year. Generally, if a plan like the Supplemental Plan terminates, the PBGC guarantees benefits for both you and your spouse up to a limit imposed by federal law. The PBGC does not guarantee all types of benefits and the amount of benefit protection is subject to certain limitations.

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 Supplemental Plan is not and has never been insolvent.

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

For more information about the PBGC and the benefits it guarantees, ask the Board of Trustees or Northwest Administrators or contact the PBGC’s Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C., 20005-4026 or call 202-326-4000 (not a toll free number). TTY/TDD users may call the federal relay service

toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **CONTRIBUTIONS**

Benefits from the Plan are provided entirely through contributions by participating Employers who have entered into collective bargaining agreements with the Union. The Board of Trustees intends for all benefits under the Supplemental Plan to be fully funded at all times by Employer contributions. The Supplemental Plan does not require or permit Pensioners themselves to make contributions nor does it accept rollover contributions from any source.

## **FUNDING SOURCE**

The Board of Trustees maintains a Trust Fund in order to fund your Supplemental Plan benefits. Contributions to the Supplemental Plan are placed in the Trust Fund until they are needed to pay benefits.

## **YOUR RIGHTS UNDER ERISA**

As a participant in the Supplemental 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:

- a) Examine, without charge, at the office of Northwest Administrators, all Plan documents, including any insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to Northwest Administrators, copies of documents governing the operation of the Plan, including any insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. Northwest Administrators may make a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. The fiduciaries shall have the discretion to determine eligibility for benefits and to construe the terms of the plan. 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 benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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. 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 the Plan, you should contact Northwest Administrators. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## APPENDIX

### BENEFIT PAYMENT CALCULATIONS FOR EARLIER YEARS

The benefit payments for retirees who retired in earlier years may have been calculated at different rates than those described on page 11, depending upon when the benefit was earned.

If you would have been eligible to receive Supplemental Plan benefits in the past, but did not apply, you may be entitled to receive a “retroactive benefit” for those past years if you later apply and are determined to be eligible. A retroactive benefit payment is calculated using the benefit accrual rates that were in effect for each particular Plan Year. A retroactive benefit is paid only once. The tables on the following pages summarize the benefit payment amounts applicable for each Plan Year.

In addition, the Board of Trustees approved additional, one-time special benefit payments of \$30.00 to retirees who received a benefit payable for the Plan Year beginning April 1, 1986; of \$35.00 to retirees who received a benefit payable for the Plan Year beginning April 1, 1989; of \$42.00 to retirees who received a benefit payable for the April 1, 1990 Plan Year, and of \$160.00 to retirees who received a benefit payable for the April 1, 2006 Plan Year (and who did not benefit from the increase in the minimum benefit to \$150). These one-time, special benefit payment amounts may be part of a retroactive benefit, if applicable.

#### Part 1 Benefit Amount

Benefits earned prior to your Unit Contribution Date:

<b>Benefits Payable:</b>	March 31, 1984	\$ 7.50
	March 31, 1985	\$ 7.50
	March 31, 1986	\$ 12.50
	March 31, 1987	\$ 18.50
	March 31, 1988	\$ 18.50
	March 31, 1989	\$ 18.50
	March 31, 1990	\$ 18.50
	March 31, 1991	\$ 20.00
	March 31, 1992	\$ 20.00
	March 31, 1993	\$ 20.00
	March 31, 1994 and later	\$ 23.00

**Part 2 Benefit Amount (40¢ contribution rate)**

Benefits earned after your Unit Contribution Date:

<b>Benefit Payable:</b>	March 31, 1984	\$ 50.00	Plan Years
			1982/83
		\$ 70.00	1983/84
	March 31, 1985	\$ 50.00	1982/83
		\$ 70.00	1983/84 & 84/85
	March 31, 1986	\$ 55.00	1982/83
		\$ 78.00	1983/84 & 84/85
		\$105.00	1985/86
	March 31, 1987	\$ 55.00	1982/83
		\$ 78.00	1983/84 & 84/85
		\$105.00	1985/86 & 86/87
	March 31, 1988	\$ 55.00	1982/83
		\$ 78.00	1983/84 & 84/85
		\$105.00	1985/86, 86/87 & 87/88
	March 31, 1989	\$ 55.00	1982/83
		\$ 78.00	1983/84 & 84/85
		\$105.00	1985/86, 86/87, 87/88 & 88/89
	March 31, 1990	\$ 55.00	1982/83
		\$ 78.00	1983/84 & 84/85
		\$105.00	1985/86, 86/87, 87/88, 88/89 & 89/90
	March 31, 1991	\$ 58.00	1982/83
		\$ 82.00	1983/84 & 84/85
		\$110.00	1985/86 and later
	March 31, 1992	\$ 58.00	1982/83
		\$ 82.00	1983/84 & 84/85
		\$110.00	1985/86 and later
	March 31, 1993	\$ 58.00	1982/83
		\$ 82.00	1983/84 & 84/85
		\$110.00	1985/86 and later
	March 31, 1994 and later	\$110.00	1982/83 and later

**Part 2 Benefit Amount (20¢ contribution rate)**

Benefits earned after your Unit Contribution Date:

<b>Benefit Payable:</b>		Plan Years	
March 31, 1984	\$ 50.00	1982/83	
	\$ 70.00	1983/84	
March 31, 1985	\$ 50.00	1982/83	
	\$ 70.00	1983/84 & 84/85	
March 31, 1986	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86	
March 31, 1987	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86 & 86/87	
March 31, 1988	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86, 86/87 & 87/88	
March 31, 1989	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86, 86/87, 87/88 & 88/89	
March 31, 1990	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86, 86/87, 87/88, 88/89 & 89/90	
March 31, 1991	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$110.00	1985/86 and later	
March 31, 1992	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$110.00	1985/86 and later	
March 31, 1993	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$110.00	1985/86 and later	
March 31, 1994	\$110.00	1982/83 and later	
March 31, 2009 and later	\$110.00	1982/83 through 2008/2009	
	\$ 55.00	2009/10 and later	

**Part 2 Benefit Amount (15¢ contribution rate)**

Benefits earned after your Unit Contribution Date:

<b>Benefit Payable:</b>		Plan Years	
March 31, 1984	\$ 50.00	1982/83	
	\$ 70.00	1983/84	
March 31, 1985	\$ 50.00	1982/83	
	\$ 70.00	1983/84 & 84/85	
March 31, 1986	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86	
March 31, 1987	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86 & 86/87	
March 31, 1988	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86, 86/87 & 87/88	
March 31, 1989	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86, 86/87, 87/88 & 88/89	
March 31, 1990	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$105.00	1985/86, 86/87, 87/88, 88/89 & 89/90	
March 31, 1991	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$110.00	1985/86 and later	
March 31, 1992	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$110.00	1985/86 and later	
March 31, 1993	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$110.00	1985/86 and later	
March 31, 1994	\$110.00	1982/83 and later	
March 31, 2009 and later	\$110.00	1982/83 through 2008/09	
	\$ 41.25	2009/10 and later	

**Part 2 Benefit Amount (10¢ contribution rate)**

Benefits earned after your Unit Contribution Date:

<b>Benefit Payable:</b>		<b>Plan Years</b>	
March 31, 1984	\$ 50.00	1982/83	
	\$ 70.00	1983/84	
March 31, 1985	\$ 50.00	1982/83	
	\$ 70.00	1983/84 & 84/85	
March 31, 1986	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$ 70.00	1985/86	
March 31, 1987	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$ 70.00	1985/86 & 86/87	
March 31, 1988	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$ 70.00	1985/86, 86/87 & 87/88	
March 31, 1989	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$ 70.00	1985/86, 86/87, 87/88 & 88/89	
March 31, 1990	\$ 55.00	1982/83	
	\$ 78.00	1983/84 & 84/85	
	\$ 70.00	1985/86, 86/87, 87/88, 88/89 & 89/90	
March 31, 1991	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$ 73.00	1985/86 and later	
March 31, 1992	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$ 73.00	1985/86 and later	
March 31, 1993	\$ 58.00	1982/83	
	\$ 82.00	1983/84 & 84/85	
	\$ 73.00	1985/86 and later	
March 31, 1994	\$110.00	1982/83, 83/84 & 84/85	
	\$ 73.00	1985/86 and later	
March 31, 2009 and later	\$100.00	1982/83, 83/84 & 84/85	
	\$ 73.00	1985/86 through 2008/09	
	\$ 27.50	2009/10 and later	

**Northwest Administrators**

355 Gellert Blvd., Suite 100

Daly City, CA 94015-2666

(877) 304-4289 option 4

## SUMMARY OF MATERIAL MODIFICATIONS

This is a summary of recent important changes in the Western Conference of Teamsters Supplemental Benefit Plan (the "Plan") occurring since the publication of the Summary Plan Description booklet dated July 17, 2013 (the "SPD") which describes the important provisions of the Plan. You should retain this Summary with your copy of the SPD booklet. Please refer to the SPD booklet to help you understand the changes described below and to refer to the capitalized terms.

**Note:** eligibility for a benefit is governed by the language of the Plan itself, not by the SPD. If you need another copy of the SPD booklet, contact Northwest Administrators at (877) 304-4289 option 4 (toll free) for more information.

In the section of the SPD (pg.19) entitled "**Additional Information About the Plan**", please note the following:

Under "**Alternate Union Trustee**", Chuck Mack has resigned as the Alternate Union Trustee. The contact address for each of the Union Trustees is: c/o Northwest Administrators, Inc., 355 Gellert Blvd., Suite 100, Daly City, California 94015-2666.

Under "**Employer Trustees**", Kevin Dietsch was appointed to replace Michael McMillan as a Trustee. The contact address for each of the Employer Trustees is: c/o Northwest Administrators, Inc., 355 Gellert Blvd., Suite 100, Daly City, California 94015-2666.

January 2014

*This notice is intended to constitute a Summary of Material Modifications and is provided to you in accordance with the provisions of Sections 102(a) and 104(b) of the Employee Retirement Income Security Act of 1974, as amended (a federal law known as "ERISA"). The notice is also provided to you pursuant to Section 4980F of the Internal Revenue Code of 1986 and Section 204(h) of ERISA. Therefore, for future reference, you should retain this Notice with your copy of the Summary Plan Description ("SPD") booklet (dated July 17, 2013) which describes the Supplemental Plan.*

*While every effort has been made to make this description as complete and accurate as possible, this notice, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this summary of changes and the Plan, or if any subject is not discussed in this Notice or is only partially discussed, the terms of the Plan will govern in all cases. The Board of Trustees (or its duly authorized designee) reserves the right, in its sole and absolute discretion, to amend, modify, terminate or interpret and decide all matters under the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason.*

## SUMMARY OF MATERIAL MODIFICATIONS

This is a summary of recent important changes in the Western Conference of Teamsters Supplemental Benefit Plan (the “Plan”) occurring since the publication of the Summary Plan Description booklet dated July 17, 2013 (“SPD”) which describes the important provisions of the Plan. Please refer to the SPD booklet to understand the changes summarized below and to refer to the capitalized terms. If you need another copy of the SPD booklet, contact Northwest Administrators at (877) 304-4289 option 4 (toll free) for more information.

In the section of the SPD (pg. 18) entitled “**ADDITIONAL INFORMATION ABOUT THE PLAN**”, please note the following:

Under “**PLAN ADMINISTRATION**”, the mailing address for Northwest Administrators, Inc. has been changed to:

Northwest Administrators, Inc.  
Attn: Supplemental Benefit Plan  
1000 Marina Blvd., Suite 400  
Brisbane, CA 94005

Under “**TRUSTEES**”, note that all of the Trustees can be contacted at the above new address, c/o Northwest Administrators, Inc., and an **Alternate Employer Trustee** has been appointed, A.J. Phillips.

Under “**OBTAINING INFORMATION**” (pg. 19 of SPD), the mailing address for contacting Northwest Administrators, Inc. regarding benefit appeals, record-keeping or other administrative functions is 1000 Marina Blvd., Suite 400, Brisbane, CA 94005.

The Plan has been amended to describe the circumstances under which an individual hired by a YRC company after 2004, who retired after 2009 (when YRC stopped contributing to the Western Conference of Teamsters Pension Plan) and who did not go to work elsewhere, may be eligible for a Supplemental Plan benefit even though he or she does not receive a WCT Pension Plan benefit. **Note, this Plan amendment does not affect any individual currently receiving a benefit from the Plan.**

January 2016

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