SUMMARY PLAN DESCRIPTION

TEAMSTERS LOCAL 639— EMPLOYERS PENSION TRUST

HOW YOUR PENSION PLAN WORKS

JANUARY 1, 2011

HOW YOUR PENSION PLAN WORKS

Summary Plan Description

Teamsters Local 639 — Employers Pension Trust Fund

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IS THIS BOOKLET FOR YOU?

This booklet describes the benefits under the Pension Plan of the Teamsters Local 639 — Employers Pension Trust (the "Fund" or "Plan") as amended through January 1, 2011. It applies to you if you were a Participant and earned Hours of Service on or after January 1, 2011.

This booklet **may not apply** to you if you were previously covered under the Plan but have less than 350 Hours of Service in 2009 and later or you retired prior to January 1, 2011. If you were previously covered by this Plan but this booklet does not apply to you, you should look to earlier Summary Plan Descriptions and Summaries of Material Modification that were provided to you or contact the Fund Office should you have any questions.

The detailed rules of the Plan are contained in the Plan as amended and restated effective January 1, 2009 and the amendments thereto. The Board of Trustees ("Trustees") have provided this Summary Plan Description to give you a general outline of your Plan. **If there is any inconsistency between this Summary Plan Description and the Plan document, the terms of the Plan document govern.**

When planning your retirement or, if you have questions about your personal benefit entitlement, write or contact the Fund Office for information. Do not rely on your Local Union Representative, your employer or others for pension benefit information. Only the full Board of Trustees is authorized to interpret the rules and provisions of the Plan and this Summary Plan Description.

You can contact the Fund Office at 1 (800) 983-2699 or (202) 636-8181 or visit them at 3130 Ames Place, NE, Washington, DC 20018-1593

Save this booklet. Put it in a safe place. If you lose your copy, you can ask the Fund Office for another.

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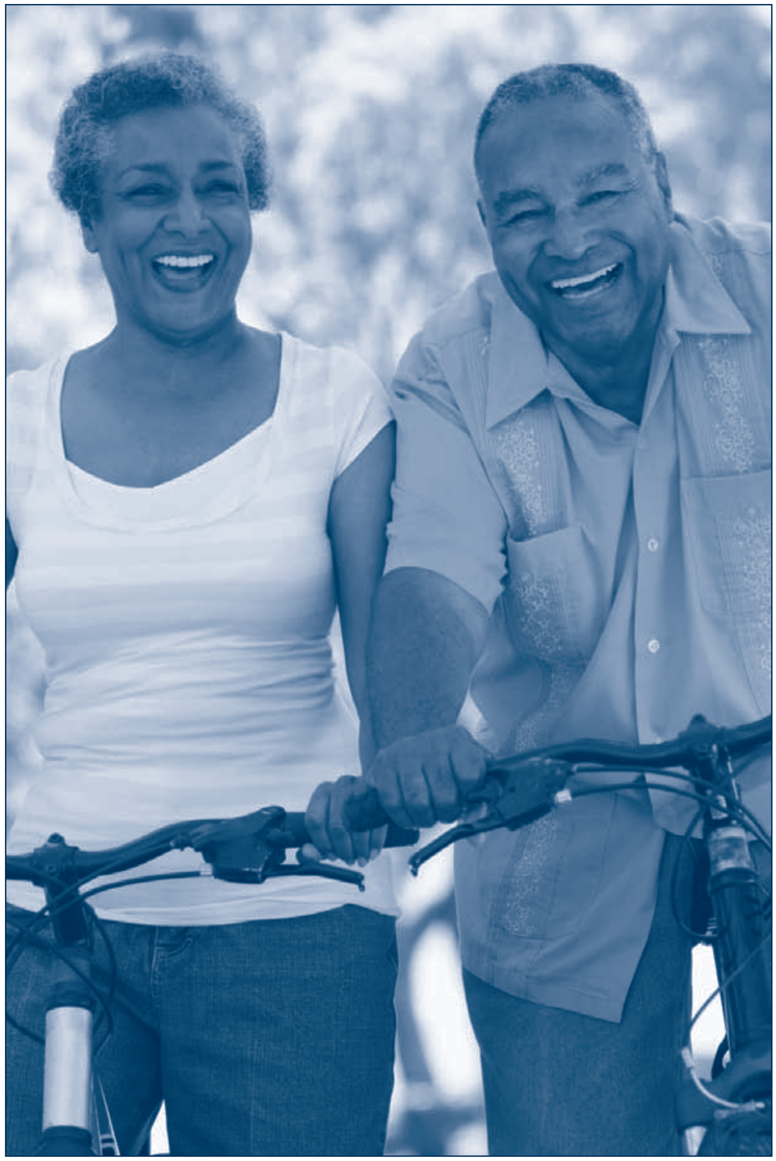
SOME BASICS



BECOMING A PARTICIPANT

HOURS OF SERVICE

CREDITED SERVICE

VESTING SERVICE

MILITARY SERVICE

LOSS OF SERVICE

BECOMING VESTED

BEFORE WE CAN TALK ABOUT THE BENEFITS OF THE PLAN WE HAVE TO DEAL WITH A FEW BASICS — SUCH AS HOW YOU GET INTO THE PLAN, HOW YOU EARN CREDIT FOR SERVICE, AND HOW YOU MIGHT LOSE THIS CREDIT. THEN, WE WILL LOOK AT THE MANY BENEFITS PROVIDED BY THE PLAN. CAPITALIZED TERMS ARE DEFINED IN THE PLAN DOCUMENT UNLESS STATED OTHERWISE.

BECOMING A PARTICIPANT

How Do I Become a Participant?

To become a Participant in the Plan you must first work for at least 12 months for an Employer who is required to contribute to the Plan on your behalf. This is called Covered Employment. Within this 12-month period, you must complete 700 Hours of Service in Covered Employment beginning on the date when contributions are first made (or due to be made) on your behalf. The date of your initial participation in the Plan will then be the earlier of the January 1 or July 1 following this 12-month period.

For example, if you begin working in Covered Employment on January 15, 2012, and you complete 700 Hours of Service on June 15, 2012, you will become a Participant in the Plan on January 1, 2013. Even though you completed your 700 Hours of Service before July 1, you must wait a full 12 months before becoming a Participant in the Plan.

If you do not complete 700 Hours of Service in Covered Employment in this initial 12-month period, you will become a Participant on the January 1 following the first calendar year in which you complete 700 Hours of Service.

For example, if beginning January 15, 2012, you complete 400 Hours of Service during the initial 12-month period, 500 Hours of Service during the 2013 calendar year, and 800 Hours of Service during the 2014 calendar year, you will be become a Participant effective January 1, 2015.

An employee who has lost his Participant status or who is a terminated Vested Participant can again become an active Participant by earning 700 Hours of Service in a calendar year.

WHAT IS AN HOUR OF SERVICE?

An Hour of Service generally means an hour for which you are paid or entitled to payment by a Contributing Employer for performance of your duties or an hour for which you are paid or entitled to payment by a Contributing Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence.

WHAT IS CREDITED SERVICE?

Credited Service is used to determine whether you are eligible for benefits and if so, the amount of your pension benefit. In addition to Credited Service, there is something known as "past" Credited Service.

- **Credited Service** is credit for employment with your Employer while your Employer is contributing to the Plan.
- **Past Credited Service** is credit for employment with your Employer before your Employer began contributing to the Plan.

The rules for earning Credited Service have changed at various times in the past. Because these rules are so important, this booklet summarizes the present rules as well as rules in the past.

How is Credited Service earned?

Credited Service is earned for hours you work while your Employer is making, or is obligated to make, contributions to the Plan on your behalf.

Prior to 1976, the Plan awarded a year of Credited Service for a calendar year if you worked at least 1,400 hours or 35 weeks. If you worked at least 800 hours or 20 weeks in a calendar year, the Plan awarded ½ year of Credited Service.

For the years 1976 through 1982, the Plan awarded a year of Credited Service for a calendar year if you worked at least 1,400 hours. If you worked between 700 and 1,400 hours in Covered Employment, the Plan

HOURS OF SERVICE	CREDITED SERVICE
1,400 or more	1 year
1,050 but less than 1,400	¾ year
700 but less than 1,050	½ year

awarded you with a prorated portion of one year of Credited Service based on the ratio of your hours worked in Covered Employment to 1,400 hours. For the years 1983 through February 29, 2008, Credited Service was awarded according to the table on page 8.

After 2007, the Plan uses partial years of credit service ***only*** for determining eligibility for certain forms of retirement benefits, such as the 30-and-Out Pension and the 25-and-Out Pension. The rule that you must earn at least 700 hours of contributions in a year in order to earn a pension benefit for that year continues to apply on and after March 1, 2008. The amount of your benefit will depend on how many hours you have worked in a year and the amount of money your Employer has contributed during that year on your behalf. This is discussed in more detail on pages 13 through 16.

How is Credited Service earned for periods prior to my Employer's participation in the Plan?

If contributions were first reported for you on January 1, 1984 or later, you cannot receive Credited Service for any years of employment with the same Employer prior to January 1, 1984.

If contributions were first reported for you between May 1, 1971 and December 31, 1983, you may be eligible to receive Credited Service for years of employment with **the same Employer** before the date the Employer began contributing to the Plan. If eligible, you must first earn 10 years of Credited Service before any Credited Service attributable to this earlier period is awarded.

If contributions were first reported for you before May 1, 1971, you may be eligible to receive Credited Service for continuous employment in the trucking industry. If eligible, you must first earn 10 years of Credited Service before any Credited Service attributable to this earlier period is awarded.

For years prior to 1976, one year of past Credited Service is awarded for at least 1,000 Hours of Service or 25 weeks in a calendar year. One half-year of past Credited Service is awarded for at least 500 Hours of Service (but less than 1,000) or 18 weeks (but less than 25) in a calendar year.

For years after 1975, past Credited Service is measured the same as Credited Service.

WHAT IS VESTING SERVICE?

Vesting Service is different from Credited Service. Vesting Service is used to determine if you are eligible for a Deferred Vested Pension (see page 21 of this booklet). You are awarded one Year of Vesting Service for each calendar year that you earn at least 700 Hours of Service in Covered Employment. You may also receive credit for service after December 31, 1975 with your Employer in a non-covered job. However, service in a non-covered job is credited only if it immediately precedes or follows service with the same employer in a covered job.

WHAT ABOUT MILITARY SERVICE?

You may receive Credited Service for your period of service with the Armed Forces of the United States of America if you leave Covered Employment to enter the Armed Forces. In general, in order to qualify for such Credited Service, your total period of military service must not exceed five years and you must return to your place of employment within 90 days after leaving military service. If, however, you die while in such military service, you will be deemed to have been reemployed on the day before your death for purposes of vesting for the period of your military service.

For more information regarding your rights under USERRA and HEART (the federal law governing reemployment rights after leaving military service), please contact the Fund Office or your local office of the U.S. Department of Labor, Veterans' Employment and Training Service.

CAN I LOSE MY SERVICE CREDIT?

Yes. If you have a Permanent Break in Service before you become Vested, you will lose all Credited Service and Vesting Service earned prior to the break.

Any calendar year in which you earn less than 350 Hours of Service is a One Year Break in Service. You may be able to avoid a One Year Break in Service if you have qualified military service, eligible service with another Teamster pension plan or if you are absent from work due to pregnancy, the birth of your child, or the adoption of a child.

The rules for a "Permanent Break in Service" have changed over the years as follows:

1. For the period before January 1, 1984, you have a Permanent Break in Service if you have consecutive One Year Breaks in Service equal to or greater than the number of Years of Vesting Service you earned before the permanent break. For example, if you earn four years of Vesting Service and are then inactive for four or more years, you will have a Permanent Break in Service and lose all of your prior service credit.
2. For the period from January 1, 1984, through December 31, 1998, you have a Permanent Break in Service if you have consecutive One Year Breaks in Service equal to the greater of five years or the number of Years of Vesting Service you earned before the permanent break.
3. For the period on and after January 1, 1999, you have a Permanent Break in Service if you have five or more consecutive One Year Breaks in Service. However, **once you become Vested, your service credit cannot be taken away from you.**

HOW DO I BECOME VESTED?

Non-Unit Employees: If you are a Non-Unit Employee, you become Vested upon the earlier of: (i) with five Years of Vesting Service, or (ii) when you reach Normal Retirement Age as described on page 13.

Unit Employees: If you are a Unit Employee, you become Vested upon the earliest of (i) 10 Years of Vesting Service, (ii) after 1998, if you were a Participant, had not had a One Year Break in Service as of December 31, 1998, and earned more than one Hour of Service in 1999 or later, you become Vested with five Years of Vesting Service, or (iii) during the years 1997 and 1998, if you were a Participant, had not had a One Year Break in Service as of December 31, 1996, and earned at least one Hour of Service in 1997 or later, you become Vested with seven Years of Vesting Service.

AM I A NON-UNIT EMPLOYEE?

If your Employer does not participate in the Plan pursuant to a collective bargaining agreement that requires participation in the Plan, you are a Non-Unit Employee. For example, officers and employees of Local 639 are Non-Unit Employees.

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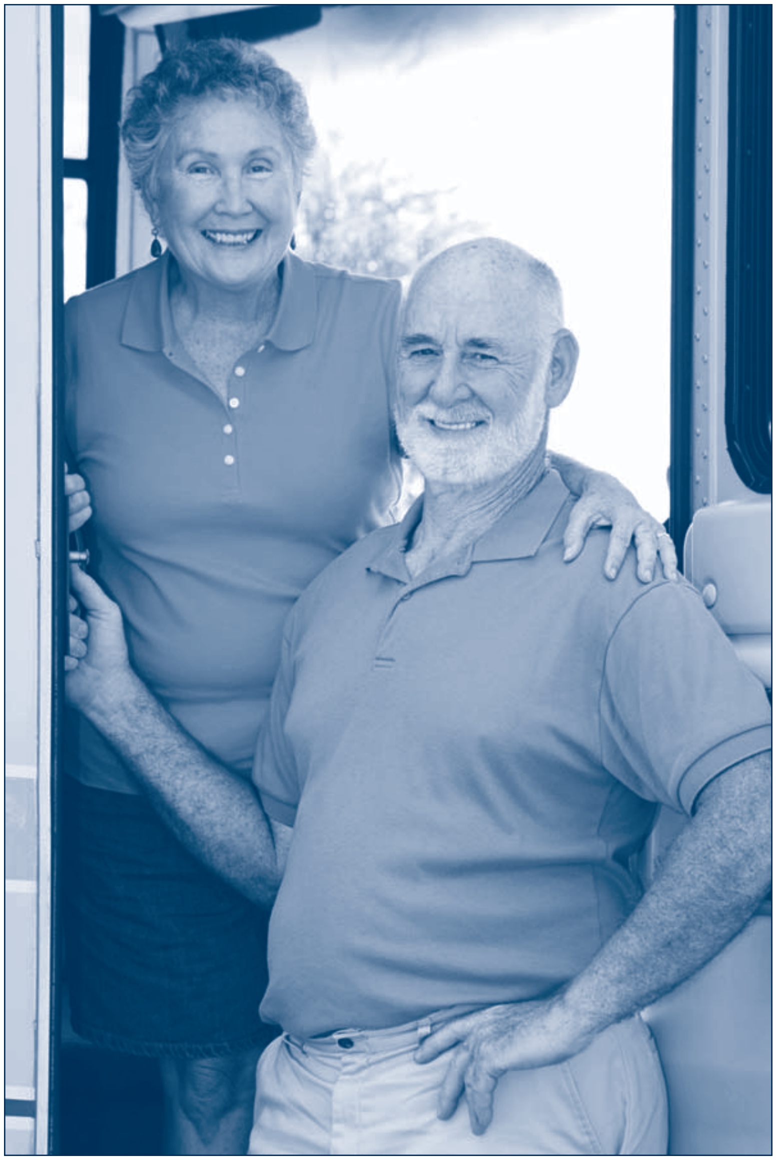
RETIREMENT BENEFITS



NORMAL RETIREMENT PENSION

EARLY RETIREMENT PENSION

25-AND-OUT PENSION

30-AND-OUT PENSION

LATE RETIREMENT PENSION

SUPER BONUS PENSION

SPECIAL MINIMUM PENSION

DEFERRED VESTED PENSION

PARTIAL PENSION

DISABILITY BENEFIT

DISABILITY LUMP SUM

SOCIAL SECURITY BENEFITS

BENEFIT LIMITS

YOUR PLAN PROVIDES A NUMBER OF TYPES OF BENEFITS:

NORMAL RETIREMENT PENSION ■ EARLY RETIREMENT PENSION ■ 25-AND-OUT PENSION ■ 30-AND-OUT PENSION ■ LATE RETIREMENT PENSION ■ SUPER BONUS PENSION ■ SPECIAL MINIMUM PENSION ■ DEFERRED VESTED PENSION ■ PARTIAL PENSION ■ DISABILITY BENEFIT ■ DISABILITY LUMP SUM BENEFIT

WHEN AM I ELIGIBLE FOR A NORMAL RETIREMENT PENSION?

To be eligible for a Normal Retirement Pension, you must have:

- not had a One Year Break in Service prior to your retirement;
- attained Normal Retirement Age as described below; and
- retired.

Your Normal Retirement Age is the later of when you turn 60 or your age when you have five years of participation in the Plan. Your Normal Retirement Date is the first day of the month that coincides with, or follows, your Normal Retirement Age.

How much is the Normal Retirement Pension?

The Normal Pension is calculated on a year-by-year basis for each year of your Credited Service. The calculation depends on a number of factors, including your number of years of Credited Service and when you earned your last year of Credited Service.

A. For Credited Service earned prior to January 1, 2008, the calculation of your basic pension benefit involves the following steps:

1. Determine your average contribution rate for each year of your service.

To determine your average hourly contribution rate for a year, divide your total contributions required to be made for that year by the total number of hours required to be contributed on your behalf in that year.

For example, if your Employer was required to contribute on 1,600 hours in a year on your behalf and your Employer contributed $2,440, your average rate for

that year is $1.525 ($2,440 divided by 1,600).

The Fund Office keeps track of your Hours of Service for each year and the contributions made on your behalf.

Your average contribution rate is calculated for each year of your service back to 1986. For years before 1986, the average rate in 1986 is used.

2. Multiply your average contribution rate for each year by the benefit factor for the year and then by the Credited Service you earned for the year.

YEARS	BENEFIT FACTOR
All years prior to 1990	$47
1990 and 1991	$50
1992–2007	$58

If you had a One Year Break in Service or if your benefits commence prior to January 1, 2000, your benefit factor may be lower.

For years prior to 1984, only 20 years of Credited Service are counted.

3. Add up your total monthly benefits earned for each year of your service.

Your total monthly benefit is the sum of your monthly benefit amounts calculated for each year of your service.

B. For Credited Service earned in January and February 2008: If you earned at least 700 Hours of Service in 2008, for Credited Service in the months of January 1, 2008 through February 29, 2008, the amount of your basic pension benefit is determined by multiplying the benefit you would have earned for one-half of a year of Credited Service in 2008 under the above formula by the ratio of the number of Hours of Contributions earned in January and February divided by the number of Hours of Contributions earned to the end of the month in which you reached 700 Hours of Contributions for 2008.

C. For Credited Service earned between March 1, 2008 and March 31, 2010. If you earned at least 700 Hours of Service in each year, the amount of your basic pension benefit is determined by multiplying the total dollars of Contributions required to be made on your behalf during the year (excluding January and February 2008) by a benefit factor of 2.5%.

D. For Credited Service earned on and after April 1, 2010. If you earned at least 700 Hours of Service in each year, the amount of your basic pension benefit is determined by multiplying the total dollars of Contributions required to be made on your behalf during the year by the applicable benefit factor. The total dollars of Contributions, however, is limited to the contribution rate of your Employer in effect on March 31, 2010. If your Employer and the Union negotiate annual contribution rates in excess of 4.9% in any new collective bargaining agreement, your total dollars of Contributions will include all contributions attributable to the contribution rate in excess of 4.9%. For participants covered under the Preferred Schedule of the Funding Improvement Plan, the applicable benefit factor is 1.8%. If, however, your Employer and the Union agree to the Default Schedule in a new collective bargaining agreement, or it is imposed on them by law, the applicable benefit factor will be 0.8%.

The Fund Office keeps track of your Hours of Service for each year, the Contributions made on your behalf and your applicable benefit factor.

Let's look at an example.

Suppose Bill started working in January of 1994 and works steadily through the end of 2012.

For the period of 1994 through 2007, Bill's benefit would be like this:

YEAR	AVERAGE CONTRIBUTION RATE		BENEFIT FACTOR		CREDITED SERVICE		BENEFIT FOR THE YEAR
1994	2.305	x	58.00	x	1.00	=	$133.69
1995	2.326	x	58.00	x	.50	=	$67.45
1996	2.555	x	58.00	x	1.00	=	$148.19
1997	2.875	x	58.00	x	1.00	=	$166.75
1998	2.875	x	58.00	x	1.00	=	$166.75
1999	2.950	x	58.00	x	1.00	=	$171.10
2000	2.950	x	58.00	x	.75	=	$128.33
2001	2.990	x	58.00	x	1.00	=	$173.42
2002	3.100	x	58.00	x	1.00	=	$179.80
2003	3.240	x	58.00	x	1.00	=	$187.92
2004	3.350	x	58.00	x	1.00	=	$194.30
2005	3.450	x	58.00	x	1.00	=	$200.10
2006	3.650	x	58.00	x	1.00	=	$211.70
2007	3.850	x	58.00	x	1.00	=	$223.30
Total					**13.25**		**$2,352.80**

For the months of January 2008 and February 2008, Bill's benefit would be calculated like this:

AVERAGE CONTRIBUTION RATE		BENEFIT FACTOR		CREDITED SERVICE		RATIO OF HOURS OF CONTRIBUTIONS		BENEFIT FOR THE YEAR
4.08	x	58.00	x	0.5	x	.40	=	$47.33

For March 1, 2008 through 2009, Bill's benefit would be calculated like this:

YEAR	TOTAL CONTRIBUTIONS		BENEFIT FACTOR		BENEFIT FOR THE YEAR
2008 (excluding Jan. & Feb.)	$6,528.00	x	2.5%	=	$163.20
2009	$7,560.00	x	2.5%	=	$189.00
Total					**$352.20**

For 2010 through 2012, assume that Bill works 150 hours per month for an Employer whose existing collective bargaining agreement contains scheduled contribution rates of $5.00 per hour effective January 1, 2010, $5.15 per hour effective January 1, 2011, and $5.30 per hour effective January 1, 2012, Bill would accrue the following benefit for those years:

YEAR	CONTRIBUTION RATE*		HOURS		BENEFIT FACTOR		BENEFIT FOR THE YEAR
2010 (January to March)	5.00	x	450	x	2.5%	=	$56.25
2010 (April to December)	5.00	x	1350	x	1.8%	=	$121.50
2011	5.00	x	1800	x	1.8%	=	$162.00
2012	5.00	x	1800	x	1.8%	=	$162.00
Total							**$501.75**

* Although Bill's hourly contribution rates increase from $5.00 in 2010, to $5.15 in 2011 and $5.30 in 2012, his benefit accruals in 2011 and 2012 are based on the $5.00 hourly contribution rate in effect on March 31, 2010.

Add up the benefits earned in each year to get your total Normal Pension amount.

Bill's total monthly normal pension, for his 18.25 years of Credited Service is $3,254.08 ($2,352.80 + $47.33 + $352.20 + $501.75).

When he retires, this benefit will be payable to Bill for as long as he lives if he elects a straight life annuity.

If he wishes, Bill may choose to convert this "level pension" to a "split-level pension". A split-level pension provides larger monthly payments for the first 60 months of retirement and lower payments thereafter. This is described in Section 3.

WHEN AM I ELIGIBLE FOR AN EARLY RETIREMENT PENSION?

You are eligible to retire on an Early Retirement Pension at any time if you:

- are an active Participant;
- have not had a One Year Break in Service as of December 31, 1997;
- reach at least age 50 but are less than age 60;
- earn at least 10 years of Credited Service; and
- retire.

How much is the Early Retirement Pension?

Your Early Retirement Pension is equal to your Normal Pension reduced by 5% for each year (or .4167% for each month) that you are under age 60 when you retire. The monthly benefit is reduced because you will be receiving benefits for a longer time.

Suppose Bill retires at age 58. Since Bill will not be age 60 for 24 months, his Early Retirement Pension is reduced by 10% (2 years multiplied by 5%). Here is how it is calculated:

	REGULAR PENSION	SPLIT LEVEL PENSION	
		FIRST 60 MONTHS	AFTER 60 MONTHS
Normal Pension	$ 1,981.83	$2,684.11	$1,435.18
– 10% reduction	198.18	268.41	143.52
= Early Retirement Pension	$ 1,783.65	$2,4150.70	$1,291.66

WHAT IS REQUIRED FOR A 25-AND-OUT PENSION?

You qualify for this pension if you:

- have 25 years of Credited Service (service earned during the time when your employer made contributions to the Plan on your behalf);
- earn at least ½ year of Credited Service after 1989; and
- retire at any age.

Please note that Past Credited Service does not count towards a 25-and-Out Pension.

How much is the 25-and-Out Pension?

For the period prior to April 1, 2010, the 25-and-Out Pension is equal to the Normal Pension reduced by 4% for each year that your Credited Service is less than 30.

For benefits earned after March 31, 2010, the 25-and-Out Pension is equal to the Normal Pension reduced by 5% for each year that your Credited Service is less than 30.

WHAT IS REQUIRED FOR A 30-AND-OUT PENSION?

To qualify for the 30-and-Out Pension you must:

- have 30 years of Credited Service (service earned during the time when your employer made contributions to the Plan on your behalf);
- have earned at least ½ year of Credited Service after 1989; and
- retire at any age.

Please note that Past Credited Service does not count towards a 30-and-Out Pension.

How much is the 30-and-Out Pension?

The amount of the 30-and-Out Pension is the same as the Normal Pension with no reduction for early retirement at any age.

MAY I POSTPONE MY RETIREMENT BEYOND AGE 60 AND CONTINUE TO WORK?

Yes. You are not required to retire when you first become eligible for Normal Retirement. If you wish, you may continue to work and earn additional pension benefits. This is called a Late Retirement Pension.

You are eligible for a Late Retirement Pension if you:

- have not had a One Year Break in Service;
- qualify for a Normal Retirement Pension;
- work beyond your Normal Retirement Age; and
- retire.

WHAT WILL MY BENEFIT BE IF I TAKE A LATE RETIREMENT PENSION?

Your benefit will be calculated in the same way as for Normal Retirement, counting all of your service to the date you retire, even the service you earned after age 60. This benefit is then increased by 6% for each year, or one-half of 1% (.5%) for each month, that your retirement is delayed after your Normal Retirement Date.

If Bill, in our prior example, had worked for 2 more years (or 24 months) after reaching age 60 and was now age 62, his benefit would be increased by 12% (for 2 additional years) and his Late Retirement Pension benefit will be calculated as:

	LEVEL PENSION	SPLIT LEVEL PENSION	
		FIRST 60 MONTHS	AFTER 60 MONTHS
Normal benefit earned to actual retirement	$ 1,981.83	$2,684.11	$1,435.18
12% increase	237.82	322.09	172.22
Total monthly benefit at late retirement	$ 2,219.65	$3,006.20	$1,607.40

May I postpone receiving benefits beyond age 60 if I stop working?

Yes, but the Plan must begin paying a portion (required minimum distribution) of your pension benefits to you no later than April 1st following the year you retire or the year you reach 70½ years old, whichever is later.

WHAT IS A SUPER BONUS PENSION?

It is a type of late retirement benefit available for benefits earned before April 1, 2010.

You qualify for this pension if you:

- qualify for a Normal Retirement Pension with at least 20 years of Credited Service earned while your employer was making contributions to the Plan on your behalf;
- continue to work and earn at least five more years of Credited Service after age 60; and
- retire at age 65 or later.

How much is a Super Bonus Pension?

The amount of the Super Bonus Pension is calculated like the split-level benefit at late retirement (described in Section 3). It is based on your service to your late retirement date and increased for late retirement. But, unlike the split-level type of benefit, the amount of your benefit for benefits earned prior to April 1, 2010 does not drop after 60 months (i.e., the larger "split level" amount continues for your lifetime).

HOW DO I QUALIFY FOR THE SPECIAL MINIMUM PENSION?

You are eligible for this benefit if:

1. You have earned at least 25 years of Credited Service in this Plan with qualified employers. Qualified employers are employers who contributed to the Plan at a rate of at least $2.35 per hour <u>for December 1996</u>;
2. You have not had a One Year Break in Service as of December 31, 1997;
3. The Special Minimum Pension is larger than any of the other monthly retirement benefits for which you are eligible; and
4. You retire.

This benefit is not available as a Partial Pension.

How much is the Special Minimum Pension?

1. If you have 25 but less than 30 years of eligible Credited Service and retire before age 60, your Special Minimum Pension is $2,000 per month plus $100 for each year of Credited Service over 25 years.
2. If you have 25 but less than 30 years of eligible Credited Service and retire at age 60 or later, your Special Minimum Pension is $2,500 per month plus $100 for each year of Credited Service over 25 years.
3. If you have 30 or more years of eligible Credited Service, your Special Minimum Pension is $3,000 per month plus $100 for each year of Credited Service between 30 and 35 years.

The amount of your Special Minimum Pension is then compared with the amount of your Normal Retirement Pension, Early Retirement Pension, Late Retirement Pension, 25-and-Out Pension, 30-and-Out Pension or Super Bonus Pension as applicable. You get whichever pension benefit is the largest.

What if I leave Covered Employment before I am eligible to retire?

Once you have earned at least five years of Vesting Service, you become Vested in your benefit. This means that even if you leave Covered Employment, you will be eligible for a pension when you retire called a Deferred Vested Pension. It does not matter how old you are when you stop work on a job covered by the Plan.

You may choose to begin receiving your Deferred Vested Pension at any time after you reach age 60. If you have more than 10 years of Credited Service, you may elect to begin receiving your pension as early as age 50.

HOW MUCH IS MY DEFERRED VESTED PENSION?

The monthly amount of your Deferred Vested Pension is figured in the same way as your Normal Pension, based on your service earned and the benefit factor in effect on the date you left Covered Employment. This is the amount which is payable when you reach age 60.

If you choose to begin receiving your Deferred Vested Pension before age 60, the monthly amount will be adjusted downward in the same manner as an Early Retirement Pension.

WHAT IS A PARTIAL PENSION?

The Plan has made agreements with many other Teamster pension plans to recognize service in each other's plan. Service with a Related Plan will not be counted in determining if there has been a Permanent Break in Service. If you earn enough combined service, you can qualify for a Partial Pension from each plan. To be eligible to receive a Partial Pension, your total years of service under this Plan and a Related Plan (another Plan recognized by this Plan), must qualify you for a Normal, Early, or Late Pension under this Plan. In addition, you must have at least two years of Credited Service under this Plan. Service with another Teamster Plan will not be counted to determine if you are eligible for a Special Minimum Pension, 25-and-Out Pension, 30-and-Out Pension, Super Bonus Pension or Disability benefit.

How much is my Partial Pension benefit?

If you qualify for a Partial Pension from the Plan, the amount of your pension will be calculated using the Plan's retirement formulas, based on the contributions received, the average hourly contribution rate and the Credited Service earned with this Plan.

WHAT IF I BECOME DISABLED?

You may retire and receive a Disability benefit if you:

- have earned at least 10 years of Credited Service;
- have a total and permanent disability;
- leave Covered Employment as a result of a disability and remain continuously disabled as a result of the same cause; and
- eventually receive a Social Security disability award as a result of the same cause.

A Disability benefit is payable effective with the first day of the sixth month after

the month in which the disability began as determined by Social Security.

What does "total and permanent disability" mean?

It means that you are totally disabled and your disability is expected to last for the rest of your life. You are considered totally and permanently disabled if you are eligible for and get disability benefits from the Social Security Administration.

How much is the Disability benefit?

Your Disability benefit is equal to the full amount of the Normal Retirement Pension you have earned to the date of your disability.

How long is a Disability benefit paid?

A Disability benefit is payable until you reach age 60 as long as you are disabled, at which time you must apply for a Normal Pension. The Fund Office may require that you furnish evidence that you are still totally and permanently disabled. If you do not provide this information your pension benefits can be discontinued until satisfactory evidence is submitted. If you cease to be totally and permanently disabled before your Normal Retirement Age your Disability benefit will stop. You will then be eligible to receive any other pension for which you are qualified.

Suppose I am disabled and am not eligible for a Disability benefit or any other type of pension, am I entitled to any benefit?

If you meet all of the requirements for a Disability benefit except that you do not have 10 years of Credited Service, the Plan provides a Lump-Sum Disability Benefit. The amount of the lump sum is equal to the number of hours your Employer contributed on your behalf multiplied by 50¢. However, the lump sum amount may not exceed $10,000. Payment will be made as soon as the sixth month after the date of disability as determined by the Social Security Administration.

SOCIAL SECURITY BENEFITS?

Does my Pension benefit reduce my Social Security?

No. Your Plan benefits do not reduce your Social Security benefits and your Social Security benefits do not reduce your pension benefits.

ARE THERE ANY LIMITS ON THE AMOUNT OF MY BENEFIT?

Yes. Federal law (Section 415 of the Internal Revenue Code) imposes a limit on the total amount of benefits that can be paid to you from the Plan. The limit provides that the total of your annual pension payments cannot be larger than a specific dollar amount ($195,000.00 in 2011). This limit increases periodically. If your pension is reduced by this limit, it will be increased whenever the limit allows.

3

HOW PENSION BENEFITS ARE PAID

AUTOMATIC FORMS OF PAYMENT

OPTIONAL FORMS OF PAYMENT

AUTOMATIC FORMS OF PAYMENT

How are my pension benefits paid to me?

If you are single when you retire, your pension will automatically be paid as a life annuity. This means your pension payments will be paid in monthly installments for as long as you live and stop at your death. **If you are married when you retire, your pension will automatically be paid as a "50% joint and survivor annuity"**.

What is a "50% joint and survivor annuity?"

This form of payment provides reduced monthly payments to you for as long as you live. The amount paid to you is reduced so that, on your death, monthly payments will continue to your spouse for the rest of his or her life. The amount paid to your surviving spouse will be 50% of the amount you were receiving.

What happens if my spouse dies first?

The Plan has a "pop-up" feature. If your benefit is paid as a joint and survivor annuity and your spouse dies before you, your monthly benefit will increase (or pop-up) to the full, unadjusted, amount. This pop-up feature applies to all of the joint and survivor forms of payment discussed below.

OPTIONAL FORMS OF PAYMENT

What if I don't want the automatic form of payment?

If you do not want to receive the automatic form of payment you may elect to have your pension benefit paid in a number of different ways. If you are married, however, your spouse must agree in writing to any other form of payment.

Each of the optional forms of payment offered by the Plan is described below. Each description also explains how the amount of your benefit is adjusted. For your convenience, the Fund Office will do all of these calculations and give you all of the numbers when you apply for retirement.

1. **A Life Annuity —** This means your pension payments will be paid for as long as you live and stop at your death.
2. **A 50% Joint & Survivor Annuity with Pop-Up —** This form provides reduced payments to you for as long as you live. On your death, payments will continue to your qualified spouse for the rest of his or her life. The amount paid to your surviving spouse will be 50% of the amount you were receiving. If your

spouse dies before you do, the monthly amount of your benefit will increase (or pop-up) to the level that would have been payable under the life annuity form of payment.

The amount of pension benefit payable in this form is determined by multiplying the amount of your pension benefit as described on pages 13-16 by 90%. This 90% factor is reduced by .3% for each full year that your spouse is younger than you or increased by .3% for each full year that your spouse is older than you. The factor cannot be larger than 99%.

If you are to receive a Disability benefit, the benefit payable in this form is determined by multiplying the amount of your pension benefit as described on pages 13-16 by 77.5%. This 77.5% factor is reduced by .4% for each full year that your spouse is younger than you or increased by .4% for each full year that your spouse is older than you. The factor cannot be larger than 89%.

3. **A 75% Joint & Survivor Annuity with Pop-Up —** This form provides reduced payments to you for as long as you live. The amount paid to you is reduced so that, on your death, payments will continue to your qualified spouse for the rest of his or her life. The amount paid to your surviving spouse will be 75% of the amount you were receiving. If your spouse dies before you do, the monthly amount of your benefit will increase (or pop-up) to the level that would have been payable under the life annuity form of payment.

   The amount of pension described on pages 13-16 is multiplied by 86%. This 86% factor is reduced by .4% for each full year that your spouse is younger than you or increased by .4% for each full year that your spouse is older than you. The factor cannot be larger than 98%.

   If you are to receive a Disability benefit, the amount of pension described on pages 13-16 multiplied by 72%. This 72% factor is reduced by .5% for each full year that your spouse is younger than you or increased by .5% for each full year that your spouse is older than you. The factor cannot be larger than 87%.

4. **A 100% Joint & Survivor Annuity —** This form provides reduced payments to you for as long as you live. The amount paid to you is reduced so that, on your death, payments will continue to your qualified spouse for the rest of his or her life. The amount paid to your surviving spouse will be 100% of the amount you were receiving.

   The amount of pension described on pages 13-16 is multiplied by 82%.

This 82% factor is reduced by .5% for each full year that your spouse is younger than you or increased by .5% for each full year that your spouse is older than you. The factor cannot be larger than 99%.

If you are to receive a Disability benefit, the amount of pension described on pages 13-16 is multiplied by 67%. This 67% factor is reduced by .6% for each full year that your spouse is younger than you or increased by .6% for each full year that your spouse is older than you. The factor cannot be larger than 86%.

5. **A Five-Year Certain and Life Annuity —** This form provides reduced monthly payments for as long as you live. If you die before 60 monthly payments have been made to you, payments will continue to your designated beneficiary for the remainder of the 60 months.

   The amount of pension described on pages 13-16 is multiplied by 98%. This 98% factor is increased by .2% for each full year that you are younger than 65 when you retire or reduced by .3% for each full year that you are older than 65 when you retire. The factor cannot be larger than 99%.

6. **A Split-level Annuity —** You may elect to receive a *larger* monthly pension for the first 60 months after you retire (called the "temporary portion" of your pension) and a ***smaller*** monthly pension starting with the 61st month (called the "life portion" of your pension). Your pension benefit is calculated using the same three steps used to calculate your Normal Pension (see Section 2) but using different benefit factors for the "first 60 months" and "after 60 months". The benefit factors for the Split-level Annuity are:

	BENEFIT FACTOR	
FOR YEARS	**FOR THE FIRST 60 MONTHS OF RETIREMENT**	**AFTER THE FIRST 60 MONTHS**
All years prior to 1990	$ 65.00	$ 34.00
1990 and 1991	$ 68.00	$ 36.00
1992 to February 28, 2008	$ 78.00	$ 42.00
March 1, 2008 through March 31, 2010	3.36%	1.81%
April 1, 2010 and thereafter*	2.42%	1.30%

* For the period after March 31, 2010, if your Employer and the Union agree to the Default Schedule, or it is imposed on them by law, the benefit factors will be 1.08% of contributions for the first 60 months and 0.58% of contributions thereafter.

   If you qualify for the Special Minimum Pension, you can elect to convert it to split-level pension. The monthly split-level pension for the first 5 years of your retirement is calculated as 135% of your basic Special Minimum Pension. After 5 years, the monthly benefit drops to 72% of the basic Special Minimum Pension.

7. **Split-level Annuity with 50% Joint and Survivor on both portions of the benefit —** This complex sounding form combines

the Split-level Annuity in number 6 above with a 50% joint & survivor feature. Like the Split-level Annuity, it gives you larger payments during the first 60 months of retirement and smaller payments thereafter. The amount of each payment is a bit smaller than in number 6 so that, on your death, 50% of the benefits that would have been paid to you will be paid to your qualified spouse for as long as he or she lives.

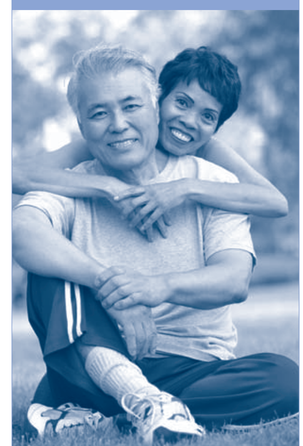
The "life portion" of the pension described in 6 above (the amount received beginning with the 61st month of your pension) is multiplied by 90%. This 90% factor is reduced by .3% for each full year that your spouse is younger than you or increased by .3% for each full year that your spouse is older than you. The factor cannot be larger than 99%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 98%.

If you are to receive a Disability benefit, the "life portion" of the pension described in 6 above is multiplied by 77.5%. This 77.5% factor is reduced .4% for each full year that your spouse is younger than you or increased .4% for each full year that your spouse is older than you. The factor cannot be larger than 89%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 96%.

8. **Split-level Annuity with 50% Joint and Survivor on the life-only portions of the benefit —** This form also combines the Split-level Annuity in number 6 above with the 50% joint & survivor feature. It gives you larger payments during the first 60 months of retirement and smaller payments thereafter. The amount of each payment is a bit smaller than in number 6 so that, on your death, 50% of the benefits that would have been paid to you in your sixth year of retirement (the lifetime portion of your benefit) will be paid to your qualified spouse for as long as he or she lives, even if you died during the first 60 months.

The "life portion" of the pension described in 6 above is multiplied by 90%. This 90% factor is reduced by .3% for each full year that your spouse is younger than you or increased by .3% for each full year that your spouse is older than you. The factor cannot be larger than 99%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 100%.

If you are to receive a Disability benefit the "life portion" of the pension described in 6 above is multiplied by



77.5%. This 77.5% factor is reduced by .4% for each full year that your spouse is younger than you or increased .4% for each full year that your spouse is older than you. The factor cannot be larger than 99%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 100%.

9. **Split-level Annuity with 100% Joint & Survivor on both portions of the benefit —** This form combines the Split-level Annuity with a 100% joint & survivor feature. Similar to the Split-level Annuity, it gives you larger payments during the first 60 months of retirement and smaller payments thereafter. The amount of each payment is a bit smaller than the simple Split-level Annuity so that, on your death, 100% of the benefits that would have been paid to you will be paid to your qualified spouse for as long as he or she lives.

The "life portion" of the pension described in 6 above is multiplied by 82%. This 82% factor is reduced by .5% for each full year that your spouse is younger than you or increased by .5% for each full year that your spouse is older than you. The factor cannot be larger than 96%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 96%.

If you are to receive a Disability benefit the "life portion" of the pension described in 6 above is multiplied by 67%. This 67% factor is reduced by .6% for each full year that your spouse is younger than you or increased by .6% for each full year that your spouse is older than you. The factor cannot be larger than 86%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 92%.

10. **Split-level Annuity with 100% Joint & Survivor on the life only portions of the benefit —** This form combines the Split-level Annuity with the 100% joint & survivor feature. It gives you larger payments during the first 60 months of retirement and smaller thereafter. On your death, 100% of the benefits that would have been paid to you in your sixth year of retirement will be paid to your qualified spouse for as long as he or she lives even if you died during the first 60 months.

The "life portion" of the pension described in 6 above is multiplied by 82%. This 82% factor is reduced by .5% for each full year that your spouse is younger than you or increased by .5% for each full year that your spouse is older than you. The factor cannot be larger than 96%. The "temporary portion" of the benefit from 6 above

(the extra amount which is paid for the first 5 years only) is multiplied by 100%.

If you are to receive a Disability benefit the "life portion" of the pension described in 6 above is multiplied by 67%. This 67% factor is reduced by .6% for each full year that your spouse is younger than you or increased by .6% for each full year that your spouse is older than you. The factor cannot be larger than 86%. The "temporary portion" of the benefit from 6 above (the extra amount which is paid for the first 5 years only) is multiplied by 100%.

When you apply for a pension, the Fund Office will give you a description of each of these forms of payment and show you the amount of your benefit under each. You will be given an opportunity to ask questions and select the form of payment that you prefer in retirement.

4

DEATH BENEFITS

DEATH BEFORE RETIREMENT

DEATH AFTER RETIREMENT

DEATH BEFORE RETIREMENT

Does the Plan pay any benefits if I die before I retire?

Yes. There are two kinds of Death Benefits if you die before you retire.

1. **Pre-Retirement Survivor Annuity —** If you die after you are Vested (as described in Section 1), you earned at least one hour of service on or after January 1, 1976, and you are married at the time of your death, your surviving spouse will be eligible for a Qualified Pre-Retirement Survivor Annuity.
2. **Lump Sum —** If you have at least five years of Credited Service when you die but you do not qualify for the survivor pension in paragraph 1 above, a lump sum payment may be payable to a beneficiary you name if you had not quit, been discharged or otherwise lost Covered Employment more than 90 days prior to your death.

You cannot receive both of these benefits.

What is the Qualified Pre-Retirement Survivor Annuity?

If you are eligible for an Early or Normal Retirement pension at the time you die, your spouse will get the same pension that would have been paid if you had retired the day before your death, elected the 100% Joint & Survivor Annuity with Pop-Up, and then died the next day.

If you are too young to retire when you die, the pension for your spouse will be paid beginning when you would have reached your earliest retirement date under the Plan. It will be calculated as if you:

- left covered service on the date of your death;
- survived to the earliest date you could have retired with a pension benefit (based on the service you had earned to the day you died);
- retired with a 100% Joint and Survivor Annuity with Pop-Up; and
- died the next day.

Your spouse may elect to defer payments until a later date. The amount of his or her benefit will be adjusted as for Early or Late Retirement.

How much is the lump sum death benefit?

The lump sum benefit is calculated as the number of hours your employer has been paying to the Plan on your behalf, multiplied by 25¢, but not more than $5,000.

This benefit will be paid to the beneficiary you name. If you didn't name a beneficiary this benefit will be paid in the following order of priority:

1. wife or husband;
2. child or children, in equal shares if more than one;
3. father or mother, in equal shares if both are living;
4. your estate if no relative listed above is surviving.

DEATH AFTER RETIREMENT

Are there any death benefits if I die *after* I retire?

Yes. There are two types of death benefits that may be payable following your death.

Annuity

First, your pension will be paid according to the form of payment you chose when you retired. For example, if you chose a form of payment that calls for payments to your spouse after your death, those payments will continue for as long as your spouse lives. If you chose a life annuity form of payment, all monthly payments stop when you die.

Lump Sum

Second, the Plan provides a lump sum benefit on the death of a retiree (other than a retiree receiving a Partial Pension in accordance with a reciprocity agreement with another plan). The lump sum benefit is $10,000 for pensioners who retired with a Normal Retirement Pension, a 25-and-Out Pension, a 30-and-Out Pension, a Late Retirement Pension, a Super Bonus Pension or a Special Minimum Pension. The lump sum benefit is $6,000 for pensioners who retired with an Early Retirement Pension, a Deferred Vested Pension, or a Disability benefit.

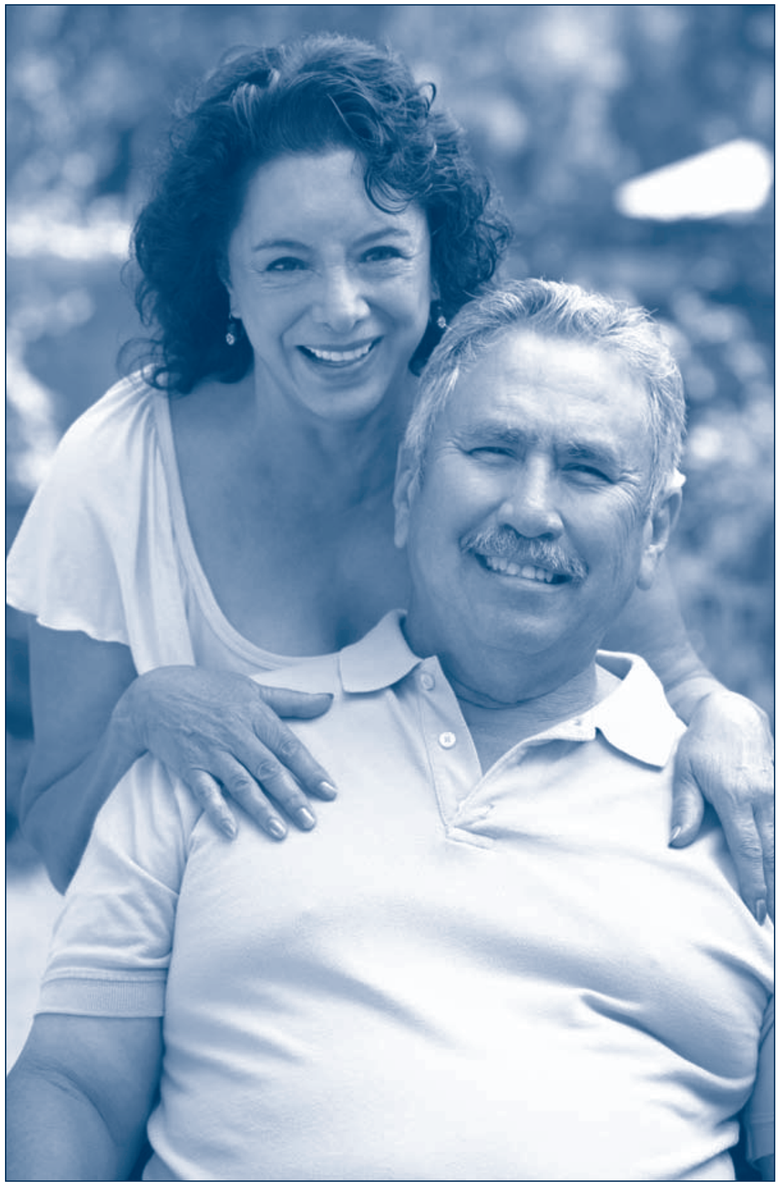
This benefit is reduced by the amount of any lump sum death benefit paid by the Teamsters Local 639 — Employers Health Trust, if such benefit is paid because you were approved for the continuation of life insurance coverage/waiver of premium provisions of that plan.

This benefit will be paid to the beneficiary you name. If you did not name a beneficiary this benefit will be paid in the following order of priority:

1. wife or husband;
2. child or children, in equal shares if more than one;
3. father or mother, in equal shares if both are living;
4. your estate if no relative listed above is surviving.

5

RECEIVING YOUR BENEFIT



APPLYING FOR A BENEFIT

PENSION EFFECTIVE DATE

HOW TO APPEAL A BENEFIT DECISION

OVERPAYMENTS AND MISTAKEN PAYMENTS

DIRECT DEPOSIT

YOUR RESPONSIBILITIES

HOW DO I APPLY FOR MY PENSION?

To receive your benefit, you or your survivor(s) must submit a completed application for benefits to the Fund Office, in writing. Ask the Fund Office for the application forms and instructions. When you apply for a pension, the Fund Office will give you a detailed description of each of the forms of payment and show you the amount of your benefit under each. You will be given an opportunity to ask questions and select the form of payment that you want in your retirement.

You are encouraged to return your completed forms and any required documents to the Fund Office several months ahead of the time you want your pension to begin. That way, if you're eligible, you can get your benefits as soon as you retire.

If you have previously reported to the Fund Office that you are married and, at retirement, claim to be single, you will be required to provide appropriate legal documentation to prove that you are no longer married (*i.e.* a divorce decree, a death certificate, etc.)

WHEN DOES MY PENSION BEGIN?

Your pension benefit will be effective on the first day of the month after your application is filed with the Fund Office (unless you request a later date). In general, no retroactive payments will be made for months prior to that date. There are two exceptions to this rule:

1. if the Trustees find that the application was delayed due to extenuating circumstances, or
2. if an application for Disability Benefits is filed after the disability eligibility date, benefits shall be payable retroactive to the eligibility date which is the first day of the sixth month after the month you became disabled as determined by the Social Security Administration.

Benefits will be paid on the first day of each month. If the amount of your pension cannot be determined in time for the first payment, a retroactive payment will be made once the amount of the pension is determined.

HOW TO APPEAL A BENEFIT DECISION

If my pension application is denied, or if I disagree with the calculation, do I have the right to appeal?

Yes. If you make a claim for benefits under this Plan that is denied, you will be notified in writing of the reasons for the denial within 90 days from the date of receipt of your application. If additional time is needed, the Plan Administrator's designee will notify you, in writing, within this initial 90 day period. A determination will be made no later than 180 days from the date of receipt of your application.

You will receive written notice of the denial at your last known address. The notification of a claim denial will set forth the following:

- the specific reason for the denial;
- specific references to the applicable Plan provisions (including any internal rules, guidelines, protocols, criteria, etc.) on which the denial is based;
- a description of any additional material or information necessary for you to provide to perfect your claim and an explanation of why such material or information is necessary;
- an explanation of the Plan's procedure for review of the denial of a claim and the time limits applicable to such procedures.

If you have received no notification regarding your claim within the initial 90 day period, you may assume that your claim has been denied and proceed with the appeals procedure described below.

If your claim is denied, you, your spouse, your beneficiary (or a duly authorized representative thereof) may appeal the denial of the claim by giving notice in writing to the Board of Trustees within 60 days from your receipt of the claim denial.

Your written appeal must include your name, address, a statement that you are appealing the denied claim, and the basis for your appeal. If you, your spouse, your beneficiary (or a duly authorized representative thereof) submits an appeal or makes a request before the appeals period expires, the Board of Trustees will provide the opportunity to:

- request a review upon written notice to the Plan Administrator;
- be provided with access to copies of all documents, records, and other information relating to your claim; and
- submit written comments, documents, records and other information relating to the claim.

The Board of Trustees will make a final determination with regard to your appeal within 60 days after receipt of the request for review, or up to 120 days if additional time is needed. If additional time is needed, the Plan Administrator's designee will notify you, in writing.

The Board of Trustees will notify you in writing of its determination. The notification will set forth the items described above and the following:

- the specific reason or reasons for the decision;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, without regard to whether such documents were relied upon in the denial of the claim upon review; and
- a statement of your right to bring a civil action under section 502(a) of ERISA.

REMEMBER, AN APPEAL MUST BE FILED NO LATER THAN 60 DAYS AFTER YOU ARE FIRST TURNED DOWN.

OVERPAYMENTS AND MISTAKEN PAYMENTS

What happens if the Plan makes an overpayment or mistaken payment to me or my spouse or beneficiary?

If the Plan makes an overpayment or mistaken payment to you, your spouse or other beneficiary, a demand for repayment may be made to you, your spouse or other beneficiary who may be required to promptly reimburse the Plan. If the Plan is not promptly repaid, the Plan may reduce the amount of your (or your spouse's or beneficiary's) future monthly pension benefit by 25% until the Plan recovers such overpayment or mistaken payment.

The Board of Trustees reserves all legal rights, including the right to bring a civil action to recover the full amount of the overpayment.

DIRECT DEPOSIT

Can I have my pension deposited directly into my bank account?

Yes. When you apply for retirement you will be given a form to elect direct deposit. You are encouraged to elect direct deposit, as it is faster and safer. You are certain to have your pension benefit in your bank account by the first day of each month.

YOUR RESPONSIBILITIES

Your responsibilities as a Participant

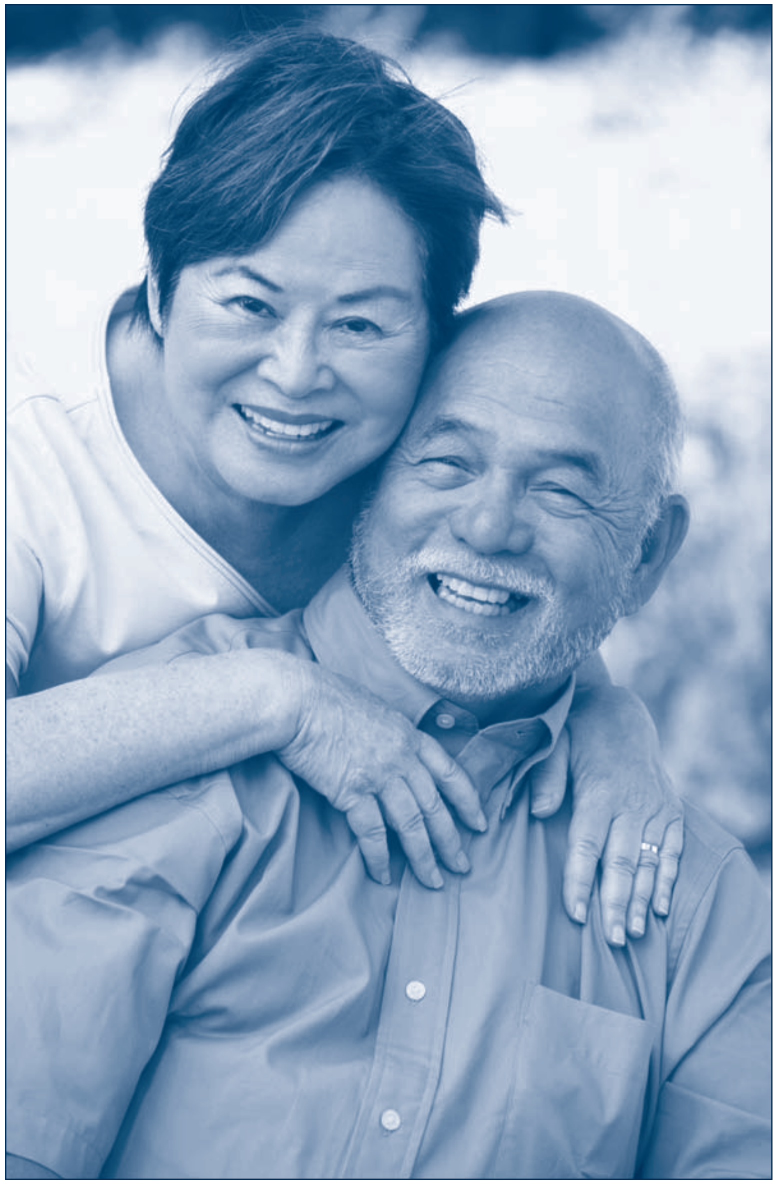
In order to receive the benefits you and your dependents are entitled to, you must help us keep your records up to date. Please notify the Fund Office immediately if you:

1. have never filled out a record card for the Fund;
2. move — the Fund Office may not be able to contact you about important information that you should have if you do not notify the Fund about a change of address; or
3. have a change in marital status.

Keep records of your service. If, for some reason, you leave the Plan, check your service with the Fund Office to make sure that your record is complete. It is best to do this when information and records are current. It can be harder to fix a problem if you wait until retirement.

6

OTHER DETAILS



WORK AFTER RETIREMENT

RECALCULATION OF PENSION

ASSIGNMENT OF BENEFITS

CHANGES TO THE PLAN

WORK AFTER RETIREMENT

Can I work and still get my pension?

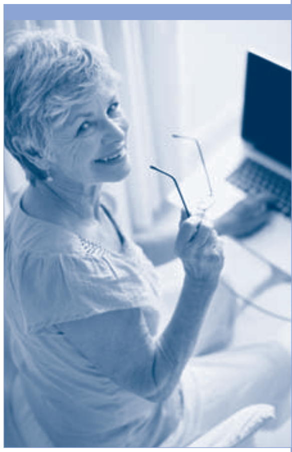
There are certain limits. If, after you retire under the Plan, you return to work in the same industry and trade or craft covered by the Plan, your monthly pension may be stopped as follows:

Before Age 60 (unless you are receiving a 30-and-Out Pension) — You will lose your pension for any month in which you work in covered employment. Pension payments will continue to be suspended for a period of the lesser of 6 months following any one month or consecutive months in which you engaged in disqualifying employment, or your attainment of age 60 (if you file a claim with the Fund Office). This includes work in a covered job under any other pension plan that has reciprocity with this Plan or work in union or non-union employment or self-employment in any job classification the type of which is covered under any collective bargaining agreement between a Contributing Employer and the Union. The Fund Office can give you the names of Related Plans.

After Age 60 (or you are receiving a 30-and-Out Pension) and before Age 70½ — You will lose your pension for any month (or 4 or 5 week payroll period ending within a month) in which you work 40 or more hours in the same industry and trade or craft covered by the Plan and in the same geographic area covered by the Plan including Washington, DC, Maryland or Virginia. This includes work in union or non-union employment or self-employment. Pension payments will resume no later than the first day of the third month after your disqualifying employment ends.

After Age 70½ — After age 70½, if you have already begun receiving a benefit, as discussed in Section 2 (page 19), you continue to receive the ***required portion*** (required minimum distribution) of your benefit regardless of whether you return to work.

You must report to the Fund Office right away if you intend to return to work after retirement to verify whether the type of work will affect your pension. The Fund Office will notify you if your intended employment will cause your pension to be suspended while you are working. If you do not report to the Fund Office and receive pension payments for months that



you are working, your subsequent pension payments can be reduced by as much as 25% until the faulty payments have been recovered.

Your monthly pension will not be stopped if you work outside the industry and trade or craft covered by this Plan.

RECALCULATION OF PENSION

If I work after retirement, will my pension increase?

Maybe. If your benefit is suspended because you return to full time work with a Contributing Employer, your pension will be recalculated when you again retire. If you have earned added service credit, your new pension will include this new service. If you work less than 40 hours per month, and your pension is not suspended, your benefit will not be recalculated until you have earned a full year of additional vesting service.

ASSIGNMENT OF BENEFITS

Can I sell, sign over, or pledge my right to benefits?

No. Benefits cannot be sold, signed over, or pledged to anyone. For example, you cannot put up or assign your right to benefits in order to get a loan.

Your benefits cannot be taken away by lawyers or the courts except for certain court orders issued as part of a divorce. These are called Qualified Domestic Relations Orders ("QDROs") and the Plan must honor them.

A Domestic Relations Order is defined as a court decree or order that relates to child support, alimony, or marital property. A Domestic Relations Order may allocate a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. The Plan Administrator will determine the validity of any Domestic Relations Order received and must honor a Qualified Domestic Relations Order. If a Qualified Domestic Relations Order is received by the Plan Administrator, all or a portion or your benefits may be used to satisfy the obligation. Upon request, you may obtain a copy of the Plan's Procedures to Determine the Qualified Status of Domestic Relations Orders from the Fund Office without charge.

CHANGES TO THE PLAN

What happens if the Plan is underfunded?

New funding rules enacted in a federal law called the Pension Protection Act of 2006 may supersede certain provisions of this summary and the Plan Document. Affected participants are provided with notices describing the Plan's funded status, and any applicable benefit changes. The benefits described in this summary and in the Plan Document can be changed or reduced if required or permitted by applicable federal law, as described in those notices. You cannot rely on this summary or the Plan Document without looking at any required funding notices which explain temporary or permanent benefit changes that may apply. If you would like to know whether any such notices apply to you, or if you would like copies of any such notices that apply to you, please contact the Fund Office.

7

WHAT ELSE SHOULD I KNOW?

YOUR RIGHTS UNDER ERISA

PENSION BENEFIT GUARANTY CORPORATION

DISCRETIONARY AUTHORITY OF THE TRUSTEES

ADDITIONAL INFORMATION

YOUR RIGHTS UNDER ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT)

This Plan was established as the result of collective bargaining agreements and its purpose is to improve the security and well being of the employees and their beneficiaries. The Trustees, the Employers, and the Union want you as a Participant in the Plan to enjoy its benefits. This booklet describes the Plan and tells you and your beneficiary how to get more information. The description of the claims and appeals procedure tells you how to apply for benefits and how to follow up, if necessary.

However, in addition to what the Trustees, the Employers, and the Union have done to see that the Plan's benefits are fulfilled, federal regulations require the following summary of rights and protections to which every participant is entitled under the law (ERISA).

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

1. Examine, without charge, at the Fund Office, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. (If it is not practical to consult these documents at the Fund Office, arrangements will be made for examination at the Union office or, if necessary, at your Employer's Office.)

2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge.

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish every Participant with a copy of the annual funding notice.

4. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 60, or, if later, 5 years after you became a Participant in the Plan) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now.

If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and 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 Plan. The people who operate this 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 or disability 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 the Plan

Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

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

You may write to the Board of Trustees at the following address:
Board of Trustees of the Teamsters
Local 639-Employers Pension Trust
3130 Ames Place, NE
Washington, DC 20018

PENSION BENEFIT GUARANTY CORPORATION INSURANCE

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

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

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

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

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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005–4026 or call 202–326–4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1–800–877–8339 and ask to be connected to 202–326–4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

DISCRETIONARY AUTHORITY OF THE TRUSTEES

The Trustees specifically reserve the discretionary authority to construe and interpret the terms of the Trust Agreement, the Plan document, this Summary Plan Description and the rules and regulations that they may make from time to time. The Trustees also reserve the right to make factual findings, fix omissions and resolve ambiguities in the Plan document, this Summary Plan Description and the rules or regulations. Benefits under the Plan document will be paid only if the Trustees decide, in their discretion, that the applicant is entitled to them.

ADDITIONAL INFORMATION

The following information together with information contained in other portions of this booklet forms the Summary Plan Description under ERISA:

1. Type of Plan

The Plan is a multiemployer defined benefit pension plan. A separate section of this Plan provides hospital, surgical, medical, dental, vision, and prescription drug benefits to eligible retirees and their spouses. These benefits are provided in accordance with section 401(h) of the Internal Revenue Code. (These retiree health benefits are described in a separate Summary Plan Description.)

2. Plan Identification Numbers

a. Employer Identification Number: 53-0237142

b. IRS Plan Number: 001

3. Plan Administrator

Board of Trustees of the Teamsters Local 639-Employers Pension Trust
3130 Ames Place, NE
Washington, DC 20018

The Trustees are:

Union Trustees

Thomas Ratliff
John Gibson
Philip Giles
J. Anthony Smith

Employer Trustees

Eric D. Weiss
Raymond Howard
Frank W. Stegman

All of the Trustees can be reached at:

Teamsters Local 639 Center
3130 Ames Place, NE
Washington, DC 20018-1593

The Trustees have engaged American Benefit Plan Administrators, Inc., to manage the operations and administration of the Plan on a day-to-day basis. The Trustees have also engaged Mooney, Green, Saindon, Murphy & Welch, PC and Morgan, Lewis & Bockius LLP to provide legal services and Cheiron, Inc. to provide actuarial services.

4. Agent for Service of Legal Process

Any of the Trustees is a qualified agent of the Board of Trustees for service of legal process.

5. Type of Administration of the Plan

The Plan is administered by the Board of Trustees. Benefits are provided in accordance with the Trust Agreement on a self-funded basis. However, the Trustees have engaged American Benefit Plan Administrators, Inc. on a contract basis to serve as administrative manager to oversee the operation and administration of the Plan on a day-to-day basis.

6. Labor Organizations Representing Participants in the Plan

The Plan is maintained by collective bargaining agreements executed by Drivers, Chauffeurs and Helpers Local Union 639 affiliated with the International Brotherhood of Teamsters. Some Participants may be covered by collective bargaining agreements negotiated by Teamsters Local 922. A copy of any such agreements may be obtained by a Participant upon written request to the Plan Administrator. Also, collective bargaining agreements are available for examination by a Participant at the Fund Office.

7. Names and Addresses of Employers Contributing to the Plan

Participants may obtain a complete list of Employers participating in the Plan upon written request to the Plan Administrator. Also, this list is available for examination at the Fund Office by Participants or beneficiaries. A Participant or beneficiary may also receive from the Plan Administrator, upon written request to the Fund Office, information as to whether a particular Employer or Union is a sponsor of the Plan and, if so, the address of such Employer or Union.

8. Source of Contributions to the Plan

Contributions to the Plan are made by individual Employers under the provisions of their respective collective bargaining agreements. The Fund's assets and reserves are held in custody by The Northern Trust Company, and invested by a number of professional investment managers.

9. Fiscal Year of the Plan

The annual fiscal year of the Pension Trust ends on December 31st.

10. Modification of Benefit Schedules, or Termination of Benefits, or Termination of the Pension Trust

The Board of Trustees reserves the right to terminate, suspend, withdraw, amend or modify Plan benefits in whole or in part at any time, subject to the applicable provisions of the Trust Agreement and ERISA. The Trustees also reserve the right to adopt new Fund rules and regulations or to modify the existing rules and regulations. The Trustees will notify Participants when they make any significant changes in the rules, regulations, or schedule of benefits.

Nothing in this book should be construed to mean that the Fund's health benefits under the 401(h) part of the Plan are guaranteed.

The Board of Trustees intends to continue the Plan indefinitely. However, the Board of Trustees reserves the right to terminate the Plan at any time.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS ®

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Teamsters Local 639—Employers Pension Trust Fund
3130 Ames Place, NE · Washington, DC 20018-1513
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