



# **GUIDE TO YOUR PENSION PLAN**

## **Summary Plan Description of the Central States, Southeast and Southwest Areas Pension Plan**

**This Summary Plan Description is intended only for Central States Pension Plan participants whose last Hour of Service prior to January 1, 2008, was earned while employed by United Parcel Service, Inc. ("UPS") and who were not pensioners as of December 31, 2007.**

**ABOUT THIS BOOKLET...**

This booklet tells you about the Central States, Southeast and Southwest Areas Pension Plan (Central States Pension Plan) and the benefits you or your survivors may be eligible to receive if you are a Participant of this Central States Pension Plan. Great care has been taken to make this booklet an accurate and comprehensive information source. All information in this booklet, however, is subject to the terms of the actual Central States Pension Plan document, which is the final written authority on all matters about the Central States Pension Plan. Only the Board of Trustees is authorized to interpret the Central States Pension Plan and this booklet. No employer or union or any representative of any employer or union is authorized to interpret the Central States Pension Plan.

Additional information, as well as the full Central States Pension Plan document, can also be found on our web site:

**[www.centralstates.org](http://www.centralstates.org)**

**QUESTIONS?**

If you have any questions which you feel are not fully answered by this booklet, you should call us toll-free at 1-800-323-5000. Our Participant Services Department will make every effort to provide you with accurate and complete information. As noted above, however, only the Central States Pension Plan's Board of Trustees has the authority to make final decisions about the Central States Pension Plan and this booklet. Or you may write to:

**Central States, Southeast and  
Southwest Areas Pension Fund  
P.O. Box 5109  
Des Plaines, IL 60017-5109**

Please provide your 9-digit member identification number whenever you call or write.

This booklet does not address the benefits provided by the UPS/IBT Full-Time Employee Pension Plan (UPS/IBT Plan). For information on the UPS/IBT Plan, please contact:

**UPS/IBT Full-Time Employee Pension Plan  
55 Glenlake Parkway, NE  
Atlanta, GA 30328  
(800) 643-4442  
E-mail: [retirementdept@ups.com](mailto:retirementdept@ups.com)  
Website: [www.ibtupspensionfund.ups.com](http://www.ibtupspensionfund.ups.com)**

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**IMPORTANTE:** Este folleto contiene un resumen en ingles de sus derechos y beneficios bajo el Plan. Si usted tiene dificultad en entender cualquier parte de este folleto, favor de llamar a nuestro telefono gratis, 1-800-323-5000, si prefiere por manera de correspondencia, favor de enviarala a Central States, Southeast and Southwest Areas Pension Fund, P.O. Box 5109, Des Plaines, Illinois 60017-5109.

## Summary Plan Description

### **CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND**

is a jointly administered, defined benefit employee benefit plan.

**EXECUTIVE DIRECTOR:** Thomas C. Nyhan  
**ADDRESS OF ADMINISTRATIVE OFFICE:** 9377 West Higgins Road  
Rosemont, Illinois 60018  
**ADDRESS FOR CORRESPONDENCE:** P.O. Box 5109  
Des Plaines, IL 60017-5109  
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General Administrative Office: 1-847-518-9800  
**INTERNET WEB SITE:** www.centralstates.org  
**EMPLOYER IDENTIFICATION NUMBER:** 36-6044243  
**PLAN NUMBER:** 001  
**PLAN YEAR:** January 1 through December 31

#### **EMPLOYEE TRUSTEES**

CHARLES A. WHOBREY  
JERRY YOUNGER  
GEORGE J. WESTLEY  
MARVIN KROPP

#### **EMPLOYER TRUSTEES**

ARTHUR H. BUNTE, JR.  
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GREG R. MAY

The agent for service of legal process is Thomas C. Nyhan, Executive Director, Central States, Southeast and Southwest Areas Pension Fund, at the administrative office address shown above.

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## FILING FOR BENEFITS

The Central States Pension Plan works together with the UPS/IBT Plan to provide you a total retirement benefit based on your years of service in both plans. As a result of the withdrawal of UPS from the Central States Pension Plan and the creation of the UPS/IBT Plan, the Central States Pension Plan will no longer be processing retirement benefit claims for UPS employees.

Regardless of your age, you must file the appropriate forms with the UPS/IBT Plan to receive any benefits or to take any other action under the Central States Pension Plan. All forms required to take any action under the Central States Pension Plan or the UPS/IBT Plan may be obtained as indicated below.

All UPS employees retiring after December 31, 2007, need to file a pension application only with the UPS/IBT Plan.

### CONTACT INFORMATION FOR CLAIMS FILING

To request an application or for additional information, please contact the UPS/IBT Plan:

- by telephone at 1-800-643-4442, or
- by e-mail at [retirementdept@UPS.com](mailto:retirementdept@UPS.com), or
- by mail at the following address:

UPS/IBT Full-Time Employee Pension Plan  
55 Glenlake Parkway NE  
Atlanta, Georgia 30328  
Website: [www.ibtupspensionfund.ups.com](http://www.ibtupspensionfund.ups.com)

### What should I do when I am ready to retire?

When you are ready to retire, you must contact the UPS/IBT Plan. The UPS/IBT Plan will provide you with the necessary application forms to get the process started. You need to contact the UPS/IBT Plan and follow their application process even if you will be 65 or older on your retirement date.

***All retirements after December 31, 2007, will be initiated through the UPS/IBT Plan.***

This Summary Plan Description is intended only for Central States Pension Plan participants whose last Hour of Service prior to January 1, 2008, was earned while employed by United Parcel Service, Inc. ("UPS") and who were not pensioners as of December 31, 2007.

***The information in this booklet reflects all Pension Plan amendments through October 1, 2012. Amendments enacted after that date may impact the information in this booklet.***

# RETIREMENT BENEFIT

The Central States Pension Plan works together with the UPS/IBT Plan to provide you a total retirement benefit based on your years of service in both plans. While these plans work together to provide you with a complete benefit, this booklet addresses the benefit payments from the Central States Pension Plan only.

All pre-age 65 benefits for UPS employees retiring after December 31, 2007, will be determined and paid by the UPS/IBT Plan. When you reach age 65 (the Normal Retirement Date under both plans), Central States will begin paying you the lesser of the benefit paid by the UPS/IBT Plan or your Contribution-Based Pension (Accrued Benefit) that you earned with Central States Pension Plan as of December 31, 2007. Additional benefits may also be due from the UPS/IBT Plan, and if so, they will be paid separately by that plan.

Your retirement benefit from Central States is not subject to a Social Security offset and is separate from any benefits you are eligible for from the Social Security Administration.

## CONTRIBUTION-BASED PENSION (ACCRUED BENEFIT)

The Contribution-Based Pension is based on all Contributions paid on your behalf while you were a Participant in the Central States Pension Plan.

### CONTRIBUTION-BASED PENSION REQUIREMENT

You must have at least 5 years of Vesting Service. If you do not have Employer Contributions on or after January 1, 1999, you must have 10 years of Vesting Service.

### CONTRIBUTION-BASED PENSION AMOUNT

The amount of your monthly Contribution-Based Pension is based on the total amount of all Contributions paid to the Plan on your behalf. The monthly benefit you earn is calculated by adding the following 3 amounts:

#### AMOUNT 1

##### *Post-2003 Contributions*

The total amount of all Contributions paid on your behalf from January 1, 2004 through December 31, 2007, is multiplied by 1%.

#### AMOUNT 2

##### *Contributions from 1986 through 2003*

The total amount of all Contributions paid on your behalf from January 1, 1986 to December 31, 2003, is multiplied by 2%.

#### AMOUNT 3

##### *Contributions before 1986*

The amount earned for any pre-1986 Contributions is determined by a formula, based on your Benefit Class and Contributory Credit as of December 31, 1985, as defined in the Pension Plan. If the last time you earned contributions was before 1986, the Contribution-Based Pension was referred to as the Vested Pension.

Your Contribution-Based Pension is the total of Amounts 1, 2, and 3.

### WHEN IS THE BENEFIT PAYABLE FROM THE CENTRAL STATES PENSION PLAN?

The benefit is payable at age 65 or your retirement date, whichever is later.

## PAYMENT OPTIONS

The payment option you and your spouse choose with the UPS/IBT Plan affects the amount of your monthly retirement benefit, and also what, if any, benefits may be available to your spouse after your death.

If you are married, you and your spouse must decide whether to take your benefits under one of the Joint and Surviving Spouse Options (we will call them **JSO** for the remainder of this booklet). You cannot receive any benefits until you and your spouse make this decision in writing.

The decision you and your spouse make regarding JSO coverage must be in writing on the election form provided by the UPS/IBT Plan, which you file with your application for benefits with that Plan.

### WITH JSO COVERAGE

The JSO provides your spouse with a *lifetime* benefit if you die first. To help cover the cost of providing your spouse with a lifetime survivor benefit, the monthly retirement benefit you receive is reduced using an adjustment factor based on your age and your spouse's age when you retire. Then, after your death, your spouse will receive either 50% or 75% of your reduced benefit as her or his lifetime benefit.

Your spouse's benefit begins on the first day of the month after your death. Your spouse can remarry after your death and continue to receive the monthly benefit.

If you begin receiving retirement benefits with JSO coverage, are later divorced or widowed, and then remarry - your new spouse will *not* be eligible for any benefits when you die.

### HOW MUCH IS MY BENEFIT REDUCED?

With JSO coverage, your monthly retirement benefit is reduced using the UPS/IBT Plan's adjustment factor which applies to you and your spouse.

### WHAT IF YOUR SPOUSE DIES FIRST?

If your spouse dies before you and you send the UPS/IBT Plan a copy of the death certificate, your benefit will be "restored" to the amount you would have received if, when you retired, you and your spouse had decided against JSO coverage. The increase in your benefit goes into effect the month after your spouse's death.

### WHAT HAPPENS AFTER A DIVORCE?

If you go through a divorce after you have begun receiving benefit payments with JSO coverage in effect, your benefit reduction will remain in effect and the spouse from whom you are divorced will remain eligible to receive the elected JSO spousal benefit after your death - *unless* she or he signs a written waiver of any right to any interest in the JSO coverage. To be effective, the waiver must be incorporated into a court approved property settlement agreement that is part of a judgment or order entered by a court of competent jurisdiction. Upon receiving the judgment or order, the Plan will restore your benefit to the amount you would have received if JSO coverage had not been elected. The restoration will go into effect on the first of the month following the month in which the judgment or order is entered by the court.

### WITHOUT JSO COVERAGE

When you retire and you and your spouse decide against JSO coverage (or if you are not married when you retire), whether a death benefit is payable depends on the type of retirement benefit you were eligible to receive.

If you retired with less than 20 years of Credit or if you had 20 or more years of Credit but qualified only for a Contribution-Based Pension, no death benefits of any kind are payable when you die.

If you qualified for a for a Twenty-Year Service Pension, Deferred Pension, or Contributory Credit Pension (even if you received a Contribution-Based Pension because the amount may have been greater), one of the following will apply upon your death:

- If you are married and die before you receive 60 monthly benefit payments from either or both plans, your surviving spouse will receive the balance of the first 60 payments in the same amount you were receiving.
- If you are not married and die before you receive 60 monthly benefit payments from either or both plans, a \$1,000 Lump-Sum Death Benefit will be paid to the first of the following:
  - Your dependent children
  - Your non-dependent children
  - Your parents
  - Your brothers and sisters
  - Your estate
- If you die after receiving 60 or more monthly benefit payments from either or both plans, no death benefits of any kind are payable when you die.

## WHAT IS A QDRO?

A Qualified Domestic Relations Order (“QDRO”) is a legal order issued as part of a divorce or legal separation which assigns a portion of your retirement benefit to an “Alternate Payee” (defined as your spouse, former spouse, minor child or other dependent). The legal order must be a Domestic Relations Order (or “DRO”) which is defined as a judgment, decree or order (including the approval of a property settlement agreement) that (i) relates to the provision of child support, alimony payments, or marital property rights of an Alternate Payee, and (ii) is made pursuant to a State domestic relations law.

A DRO does not automatically require the Central States Pension Plan to create or recognize an Alternate Payee’s right to retirement benefits; to do this, the DRO must be determined to be “qualified.” It is important to note that the Central States Pension Plan will not write your QDRO; this must be done by you or your attorney. To assist you in this process, the Central States Pension Plan and UPS/IBT Plan have prepared a joint model QDRO and QDRO Procedures which describe how your retirement benefits can be divided.

Importantly, on an after January 1, 2008, the Central States Pension Plan will honor any QDRO which is approved by the UPS/IBT Plan. QDROs received and approved by the Central States Pension Plan before 2008 will be deemed to apply to the UPS/IBT Plan in a manner which is identical to the order which was submitted to and approved by the Central States Pension Plan, and they will be administered in a manner consistent with administrative procedures adopted by both plans.

To obtain a benefit estimate, or a copy of the model QDRO and QDRO Procedures, you may go to the online link identified below or submit a written request to:

UPS/IBT Full-Time Employee Pension Plan  
55 Glenlake Parkway, NE  
Atlanta, GA 30328  
Phone: (800) 643-4442  
E-mail: [retirementdept@ups.com](mailto:retirementdept@ups.com)  
Website: [www.ibtupspensionfund.ups.com](http://www.ibtupspensionfund.ups.com)  
(Model QDRO’s are available on the website)

In the same way that payment of all or a portion of your retirement benefit will be coordinated between the two plans (with pre-age 65 payments being made by the UPS/IBT Plan and post-age 65 payments being made by both plans, as applicable), so will the Alternate Payee’s. This means that the division of your retirement benefit can be a little complicated, but the joint model QDRO and QDRO Procedures will guide you and your attorney through the process.

# TERMS AND DEFINITIONS

## BECOMING A PARTICIPANT

To earn a benefit from the Central States Pension Plan, you must first become a Participant by working for an Employer that submits Contributions to the Plan on your behalf. You become a Participant if you have at least 20 weekly Contributions paid on your behalf within the first 12 months of your employment, or in any calendar year after that.

Becoming a Participant does not necessarily mean you will qualify for benefits. To qualify for benefits, you must earn a minimum amount of *Vesting Service*; and to keep the Vesting Service you earn, you must remain a Participant to avoid having what is called a *Break in Service*.

### Caution

You **cannot** be a Participant if you are a manager, supervisor, business partner, sole proprietor, or business owner with supervisory authority, or if you are self-employed.

## EMPLOYER CONTRIBUTIONS

Benefits are funded by Employer Contributions to the Central States Pension Plan. The amount of Contributions your Employer submitted on your behalf was specified by your collective bargaining agreement. No portion of your union dues was submitted to the Central States Pension Plan.

## SELF-CONTRIBUTIONS

In some cases you can submit a limited amount of Contributions to the Plan on your own behalf. These voluntary, optional Contributions are called Self-Contributions. You can submit Self-Contributions only for periods of absence before **January 1, 1994**, and only for periods of sick leave (because of illness or injury), layoff, strike or approved leave of absence *during which you remained on your Employer's seniority list*. You might want to submit Self-Contributions to avoid a One-Year Break or a Break in Service, to earn additional Contributory Credit, or to earn Vesting Service. You will be allowed to submit a limited amount of Self-Contributions if:

- You submit enough Self-Contributions so that you have at least 20 weeks, 75 days, or 600 hours of Contributions in the calendar year for which the Self-Contributions are submitted, *and*

- You submit Self-Contributions at the same rates your Employer was required to pay under the collective bargaining agreement; *and*
- You follow the Plan's procedures for submitting Self-Contributions, including the payment of interest from the earliest date of the period of the Self-Contributions to the date you submit them. The interest rate you pay is the same rate charged to Employers that do not pay their Contributions on a timely basis.

In the event of your death, your spouse can submit Self-Contributions for your periods of absence which precede your date of death, following the same rules listed above.

If you decide to submit Self-Contributions, write to the Central States Pension Plan at the address listed at the beginning of this booklet. Be sure to include your 9-digit member identification number, list the time period for which you would like to submit Self-Contributions, and provide the reason for and documentation of your absence. Be prepared to provide proof of your employment status during that absence. You will be sent information about the total cost of your Self-Contributions, including interest, and instructions regarding payment. In general, Self-Contributions are not refundable. If, however, you submit Self-Contributions and ultimately do not qualify for any benefit from the Plan, you may write and request that your Self-Contributions be returned. Any refund to which you are entitled will include interest compounded annually.

### SELF-CONTRIBUTION RESTRICTION

With the exceptions noted below, Self-Contributions submitted for periods before January 1, 1994, will not be counted for any Contributory Credit Pension under Benefit Classes 17A, 17B, 18, or 18+. This means that if you rely on pre-1994 Self-Contributions to become eligible for a benefit, your benefit amount will be based on a Benefit Class no higher than 16 even though you may have established a higher Benefit Class.

### EXCEPTIONS TO THE RESTRICTION

You may count a limited number of Self-Contributions for periods prior to January 1, 1994, toward a Contributory Credit Pension under Benefit Classes 17A, 17B, 18 or 18+ if they were paid for a period of illness or injury:

- You can count up to 6 weekly or 30 daily Self-Contributions for a sick leave for a non-work related illness or injury.
- You can count up to a maximum of 1 year of Contributory Credit based on Self-Contributions if you were receiving Workers Compensation benefit payments during the absence.



## CONTRIBUTORY CREDIT

Contributory Credit is Credit you earn from the Contributions paid on your behalf by your Employer (or Self-Contributions you may have been allowed to submit). You earn Contributory Credit on a calendar year basis according to the following:

<b>All Weekly rates before 1976</b>	
0-19 weeks	No Credit
20-34 weeks	0.500 year credit
35 or more weeks	1.000 year credit
<b>All Weekly rates after 1975</b>	
0-19 weeks	No credit
20-39 weeks	Weeks / 40
40 or more weeks	1.000 year credit
<b>All Daily rates before 1985 (Casual)</b>	
0-89 days	No Credit
90-179 days	Days / 180
180 or more days	1.000 year credit
<b>All Daily rates after 1984</b>	
0-74 days	No credit
75-179 days	Days / 180
180 or more days	1.000 year credit
<b>All Hourly Rates</b>	
0-599 hours	No credit
600-1,199 hours	Hours / 1,200
1,200 or more hours	1.000 year credit

## MILITARY CREDIT

Under certain conditions you may earn Military Credit for your active duty in the Armed Forces of the United States. You may earn up to 5 years of Military Credit that counts as Contributory Credit if all of the following conditions are met:

- You entered the Armed Forces of the United States while working for an Employer that was making Contributions to the Plan, or started making Contributions to the Plan while you were in the Armed Forces; *and*
- You would have had Employer Contributions paid to the Plan on your behalf had you not entered the Armed Forces; *and*
- After your service in the Armed Forces, you promptly (within 90 days) applied for a return to work with the same Employer that employed you when your service began.

## VESTING SERVICE

Vesting establishes a right to a benefit from the Plan. When you become Vested, you cannot lose your right to a benefit. But if you leave the Plan *before* you are Vested, the number of years of Vesting Service you have determines whether you can have a *Break in Service* - which causes you to lose all Credit you have already earned. To become Vested, you must first earn *Vesting Service*.

### HOW VESTING SERVICE IS EARNED

You earn one year of Vesting Service for each calendar year during which you have at least 20 weeks, 75 days, or 600 hours of Contributions paid on your behalf.

### HOW YOU BECOME VESTED

You become Vested once you have:

- 5 years of Vesting Service (if you have any Contributions after December 31, 1998); *or*
- 10 years of Vesting Service (if you do not have Contributions after December 31, 1998).

Being Vested entitles you to receive the Contribution-Based Pension at the later of age 65 or your retirement date.

<b>Example</b>		
<b>Year</b>	<b>Weeks Paid</b>	<b>Vesting Service</b>
1999	20	1 year
2000	40	1 year
2001	23	1 year
2002	52	1 year
2003	48	<u>1 year</u>
		5 years

This Participant was vested in 2003.

In some cases, you can also earn Vesting Service for employment without Contributions if it is *Continuous Employment*. Continuous Employment is *uninterrupted* employment with the *same* contributing Employer, either immediately before or immediately after Contributions were paid to the Plan on your behalf, and while Contributions are made for other employees of that Employer. One year of Vesting Service is earned for each calendar year during which you had 900 or more hours of Continuous Employment.

**HOW VESTING SERVICE AND CONTRIBUTORY CREDIT ARE DIFFERENT**

Vesting Service determines whether you earn the right to a benefit. Contributory Credit affects the amount of the benefit you may earn. To earn a year of Vesting Service you need 20 weeks or 75 days or 600 hours of Contributions, but a year of Contributory Credit requires 40 weeks or 180 days or 1,200 hours of Contributions. This means you can accumulate Vesting Service more quickly than Contributory Credit, as in this example:

	<u>Weeks Paid</u>	<u>Vesting Service</u>	<u>Contributory Credit</u>
2001	40	1 year	1.000 year
2002	27	1 year	0.675 year
2003	52	1 year	1.000 year
2004	7	0 year	0.000 year
2005	47	1 year	1.000 year
2006	20	1 year	0.500 year
<b>Total</b>		<b>5 years</b>	<b>4.175 years</b>

In the above example, the Participant is Vested because he has 5 Vesting Service Years (and because he had Contributions paid on his behalf after December 31, 1998). *However, he has only 4.175 years of Contributory Credit.* He has earned a Contribution-Based Pension because he is Vested, and he has accumulated 4.175 years of Contributory Credit.

When you become Vested, you are protected from having a *Break in Service* that would cause you to lose the Credit and Vesting Service you have earned, but you are not protected from having a *One-Year Break*.

**BREAKS IN SERVICE**

There are two kinds of Breaks in Service, a *One-Year Break* and a *Break in Service*. Although having a One-Year Break may affect the amount of your benefit, it is not as serious as having a Break in Service, which causes you to lose all your Credit and Vesting Service.

**WHAT IS A ONE-YEAR BREAK?**

A One-Year Break is a calendar year with less than 10 weeks (or 37 days for years after 1984, or 45 days for years before 1985, or 300 hours) of Contributions, or 450 hours of Vesting Service for Continuous Employment. In general, however, any period of time during which you are sick, injured or on an approved strike will not count against you in determining whether you have had a One-Year Break.

**WHAT IS A BREAK IN SERVICE?**

A *Break in Service* occurs when you have a number of One-Year Breaks in a row, which causes you to lose all your Credit and Vesting Service. You can have a Break in Service only if you are not yet Vested.

**WHEN DO YOU HAVE A BREAK IN SERVICE?**

If you are not yet Vested, you have a Break in Service if you have the greater of:

- 5 or more One-Year Breaks in a row, or
- a number of One-Year Breaks in a row that equals or exceeds the number of years of Vesting Service you had prior to those One-Year Breaks.

**Note:** If you are not Vested and your series of consecutive One-Year Breaks began before 1976, then different Break in Service rules apply, and you should contact the Plan for further information.

**WHAT HAPPENS IF YOU HAVE A BREAK IN SERVICE?**

If you have a Break in Service, you will no longer be a Participant and you will lose all right and claim to any benefit from the Central States Pension Plan, as well as all Contributory Credit and Vesting Service you had before your Break in Service.

## REHABILITATION PLAN

Under the terms of the Pension Protection Act of 2006 ("PPA"), a pension plan is required to adopt a Rehabilitation Plan if the pension plan is in critical status as defined under the PPA. The Central States Pension Plan was certified to be in critical status and established a Rehabilitation Plan in 2008 and updates have been made since that time.

Under the Rehabilitation Plan, any participant whose last Hour of Service prior to January 1, 2008, was earned while employed by United Parcel Service, Inc. ("UPS"), or any trades or businesses under common control with UPS, shall not be entitled to Adjustable Benefits unless such participant's benefit commencement date was prior to January 1, 2008. Further, such participant's benefits are subject to the UPS-CSPF Agreement that transferred certain benefit obligations to UPS.

### ADJUSTABLE BENEFITS

The term "Adjustable Benefits" includes, but is not limited to, the following benefits:

- (1) A Retirement Pension Benefit prior to age 65 including: the Twenty Year Service Pension, Contributory Credit Pension; Vested Pension; Deferred Pension; or Twenty-Year Deferred Pension;
- (2) Early retirement benefit or retirement-type subsidies including: the Early Retirement Pension; 25-And-Out Pension; or 30-And-Out Pension;
- (3) All Disability Benefits not yet in pay status;
- (4) Before Retirement Death Benefits other than the 50% surviving spouse benefit;
- (5) Post-retirement death benefits that are not part of the annuity form of payment;
- (6) All Partial Pensions to the extent any such pension is tied to one or more of the Adjustable Benefits listed above; and
- (7) All Contribution-Based Pensions payable prior to age 65.

The full Central States Rehabilitation Plan is available in the Central States Pension Plan Document (Appendix M) which can be found on the Plan's web site or obtained by calling the Plan.

## CLASS ACTION SETTLEMENT

In late 1987, a court-approved settlement was finalized in a class action lawsuit (Dutchak and Sullivan) which for many years had been pending in United States District Court in Chicago. Distribution of pension benefits based upon this settlement began in early 1988 and will continue until December 31, 2015 (and, as to monthly lifetime pensions based on the settlement, other than disability pensions, until the post-2015 death of the pensioner or survivor). Material terms and conditions of the class action settlement, insofar as it modifies the Plan, are summarized in the following.

### VESTED PENSION (CONTRIBUTORY-BASED PENSION)

This benefit was introduced in 1976 to comply with ERISA. For most Participants who terminated Participation before 1999, this benefit requires 10 years of Vesting Service, including 3 after 1970. The settlement rolls back the clock and permits the 10 years of Vesting Service to occur at any time (except that pre-1965 Continuous Employment without Employer Contributions is disregarded).

### BREAK IN SERVICE

The settlement also rolls back the clock in determining loss of Credit because of a Break in Service ("Break"). While the basic Break rules are not changed, the settlement provides that a Participant is entitled to the Break rule that is both relevant and most advantageous to his circumstances. The time element of a Break in Service is unchanged by the settlement:

- 5 consecutive One-Year Breaks before April 1, 1969; or
- 3 consecutive One-Year Breaks between April 1, 1969 and December 31, 1975; or
- 5 consecutive One-Year Breaks after 1975.

Regardless of the time frame of the *One-Year Breaks*, the Participant will not sustain a *Break in Service* unless and until the total of his consecutive *One-Year Breaks* equals or exceeds the total of his years of *Vesting Service* (since his latest *Break in Service*, if any).

The Plan has long exempted service in any other pension plan with which the Plan has a reciprocal agreement from the calculation of a Break-in-Service; the settlement extends this exemption to any other "pension plan established by collective bargaining" of a labor organization affiliated with the International Brotherhood of Teamsters. Such service will not result in any Combined Credit, because of the absence of a reciprocal agreement, but the time of service will be disregarded for Break in Service purposes.

**BREAK IN SERVICE: EFFECT OF LATE FILING BENEFITS CLAIMS ("FROZEN BENEFIT RULE")**

This summary also re-publishes a 1971 Plan interpretation which, independent of (but fully preserved by) the settlement, protects a Participant from any subsequent Break in Service ("Break") with respect to certain pension benefits in which he already has vested rights (i.e., has satisfied minimum age, service, contribution and other eligibility prerequisites) when his Credit or Covered Service (Covered Employment) ends, whatever that date may be. Once the Participant's benefits claim is received by the Plan, even if it is after the time in which a Break would have occurred, the Break is disregarded and the clock is rolled back to examine the Participant's eligibility at the end of his Covered Service (Covered Employment). If he is eligible for a Twenty Year Service Pension, Early Retirement Pension, Contributory Credit Pension, or a Monthly Disability Benefit as of that earlier date, it is payable to the Participant beginning in the month after his Retirement Date or in the 6th month after his total and permanent disability begins, as the case may be (unless there is a suspension of benefits because of *Restricted Reemployment*). If the Participant sustains a total and permanent disability or dies after his Covered Service (Covered Employment) ends but before he sustains a Break, then upon proper application either the Monthly Disability Benefit or an appropriate survivor pension will be payable, provided that all eligibility requirements are met.

**SPECIAL HARDSHIP APPEAL COMMITTEE**

The settlement establishes a Special Hardship Appeal Committee of Trustees, which supplements the administrative appeal procedures of the Plan and which is responsible for reviewing appeals and granting benefits in cases in which the Trustees determine *both* that substantial justice warrants deviation from specific eligibility criteria of the Plan *and* that one of the following circumstances has been shown:

- the Participant demonstrates that his failure to become eligible for a particular pension benefit is the result of either written misinformation from a Plan employee or inadequate or tardy dissemination of Information about the Plan's terms and conditions of benefit eligibility or about his particular eligibility status; or
- the Participant demonstrates that (a) he is entitled to at least 20 years of Credit on or after his 47<sup>th</sup> birthday (Credited Service), (b) his Covered Service (Covered Employment) ended prior to his 50th birthday, and (c) he demonstrated confusion as to the application of Plan rules to his circumstances by his reasonably contemporaneous application for benefits.

**MISCELLANEOUS SETTLEMENT FEATURES**

The previously summarized terms and conditions of the class action settlement are amplified by a number of additional features. All of the following provisions apply only to settlement-based pension payments, i.e. the benefit amount that is based solely and entirely on the settlement:

*Retroactivity*

The periods of settlement-based pension payments are retroactive as well as prospective, as if the settlement was in effect all along, rolling back the payment clock to the first date on which the Participant (if the settlement had been in effect) could have begun to receive settlement-based pension benefits.

*Waiver of Late Filing*

The general limitation of 12 months of retroactive pension payments if a Participant or other claimant fails to file his benefits claim in a timely fashion is waived for all settlement-based pension benefits. The Plan will honor valid settlement-based claims until December 31, 2015, and will make full retroactive payments to the extent appropriate in the circumstances.

*Payment for Periods of Non-Retirement*

The general provisions of the Plan which prohibit retirement pension payments during employment prior to retirement and during re-employment after retirement are inapplicable, insofar as retroactive settlement-based pension benefits are concerned, if and to the extent an eligible Participant demonstrates that such employment or reemployment was the result of a refusal or denial by the Plan to grant eligibility.

### *Interest on Retroactive Payments*

To the extent settlement-based pension payments are retroactive (i.e., are based upon a date prior to the actual payment), the Plan will also pay simple interest, from the retroactive date to the actual payment date, at a 6% annual interest rate (there is no interest accrual after February 15, 1988, on settlement claims received after that date).

### *Payments to Heirs and Estates*

Recognizing that many Participants and survivors entitled to settlement-based pension payments would be deceased when the court-approved settlement was finalized (in late 1987), the settlement provides that “[a]ny payment which would have been made to a deceased claimant under the provisions hereof were it not for the claimant's death, shall be payable to the estate of such deceased claimant or to such of his heirs as may be determined by the Plan.” The Plan has established procedures to verify that settlement benefits based upon decedents' rights are distributed in accordance with last wills and state intestate property inheritance laws.

## APPEALS PROCESS

### WHAT TO DO IF YOUR CENTRAL STATES CLAIM IS DENIED

The Plan has an appeals procedure you may follow if all or part of your claim is denied by the Central States Pension Plan. You must go through the appeals procedure before starting any legal action. The appeals procedure involves the following:

- A review of your claim by the Benefits Claim Appeals Committee; and, if you disagree with the decision you received, you may request,
- A review of your claim by the Trustee Appellate Review Committee. If you choose, you may make a personal presentation of your appeal at their next available regularly scheduled meeting.

These Committees will act according to the following:

- If you do not meet the eligibility requirements, your claim will be denied. A decision to deny a claim for benefits is based on the eligibility rules of the Plan and all available verified information.
- If all or part of your claim is denied, you will be notified of the decision by mail. The letter will state why your claim was denied and will reference the section(s) of the Plan which were the reason for that denial.

- The letter will also tell you what additional information may be needed for your claim to be considered further. It is your responsibility to get additional information and verification needed to support your claim.

### SOME THINGS TO KNOW ABOUT THE APPEALS PROCESS:

- You must use the appeal forms supplied by the Plan. Failure to do so may delay the processing of your appeal. You may write the Plan to request an appeal form, or print one from the Plan's web site.
- You must submit your appeal within 180 days after you receive the Plan's notice of denial.
- Typically, your appeal will be heard by the Benefits Claim Appeals Committee within 30 days of the Plan's receipt. You may waive this limit in order to allow the Plan more time to conduct research or for you to provide additional information.
- Typically, your request for a review by the Trustee Appellate Review Committee will be heard within 90 days.
- Failure to provide information necessary to decide your claim will automatically extend the periods allowed for appellate review.

# GENERAL INFORMATION

## PLAN ADMINISTRATION

The Board of Trustees makes the rules and regulations to administer the Plan. The Plan gives the Board of Trustees the discretionary and final authority in making all decisions, including decisions on claims for benefits and decisions interpreting plan documents of the Plan. By amendment, the Board of Trustees may change the terms, conditions or benefits of the Plan. Only the Trustees can make a final decision regarding any question, interpretation or application of any part of the Plan.

### REQUIRED BEGINNING DATE OF YOUR BENEFITS

If you were born on or after July 1, 1917, we will begin paying you any benefits you are entitled to receive from the Plan no later than April 1 of the year immediately following the calendar year in which you reach age 70-1/2. This rule applies even if you have not retired as of that date.

### ASSIGNMENT OF BENEFITS

For the protection of you and your survivor or survivors, your benefits under the Plan cannot be assigned and are not subject to garnishment or attachment, except as authorized by law. This means that, in most cases, we cannot send your benefits to a creditor on your behalf.

We may, however, be directed to pay a part of your benefits to your spouse, former spouse or dependent child under the terms of a Qualified Domestic Relations Order, (QDRO), as described under the Payment Options section of this booklet.

If you are getting a divorce, you should contact the UPS/IBT Plan.

## YOUR RIGHTS UNDER 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 are entitled to:

### *Receive Information About Your Plan and Benefits:*

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual

report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive an annual funding notice. The plan administrator is required by law to furnish each participant with a copy of this annual funding notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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 employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### *Enforce Your Rights*

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

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

## TERMINATION OF THE PLAN

The Board of Trustees fully intends to continue the Plan indefinitely. To protect against any unforeseen situations, however, the Board of Trustees reserves the right to change the Plan. If necessary, the Board of Trustees can terminate the Plan, as well. If it does become necessary to terminate the Plan, the net assets of the Plan will be allocated to Participants and beneficiaries of the Plan in the manner specified by ERISA and according to the Trust Agreement.

### **PENSION BENEFIT GUARANTY CORPORATION**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.00.

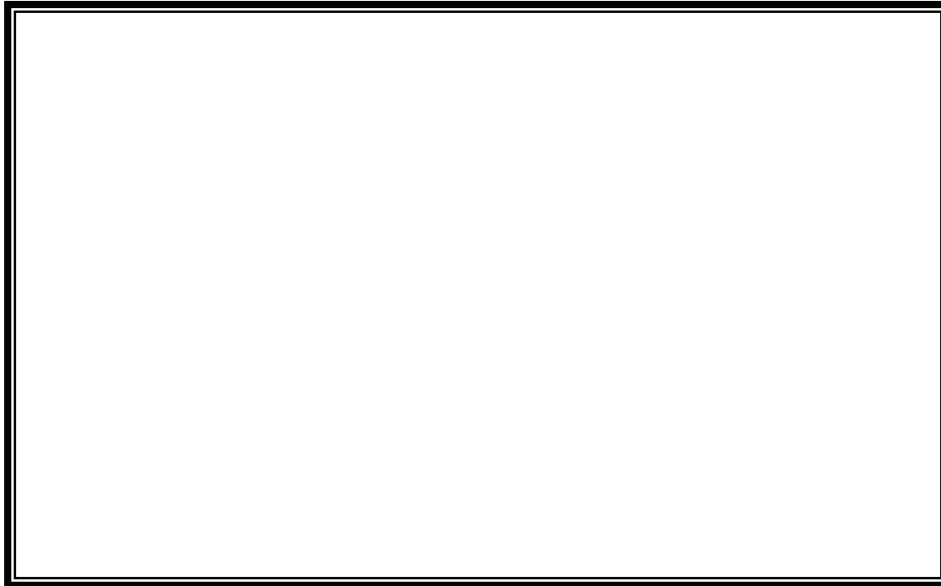
The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

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



**Central States, Southeast and Southwest  
Areas Pension Fund  
9377 West Higgins Road  
Rosemont, IL 60018**



This Summary Plan Description is intended only for Central States Pension Plan participants whose last Hour of Service prior to January 1, 2008, was earned while employed by United Parcel Service, Inc. ("UPS") and who were not pensioners as of December 31, 2007.

***The information in this booklet reflects all Pension Plan amendments through October 1, 2012.  
Amendments enacted after that date may impact the information in this booklet.***