PENSION PLAN
for the
MILK DRIVERS AND DAIRY EMPLOYEES LOCAL UNION NO. 246 OF WASHINGTON, D.C.

SUMMARY PLAN DESCRIPTION
AUGUST 2012

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IMPORTANT

This booklet applies to Participants who earn Service under the Plan on or after August 1, 2012.

Individuals who ceased to earn Service under the Plan before January 1, 2012 should refer to the booklet and all Summaries of Material Modification previously issued describing the provisions in effect when they earned Service under the Plan, or contact the Administrative Office for information.

PENSION PLAN FOR THE PENSION TRUST FOR THE MILK DRIVERS AND DAIRY EMPLOYEES LOCAL UNION NO. 246 OF WASHINGTON, D.C.

4301 Garden City Drive, Suite 201
Landover, MD 20785-6102
1-800-730-2241

August, 2012

To All Plan Participants:

The Pension Plan for the Pension Trust for the Milk Drivers and Dairy Employees Local Union No. 246 of Washington, D.C. (the "Pension Plan" or "Plan") was established to help provide for your retirement.

The original Plan was established in 1964 and has been amended several times. The Plan described in this booklet is based on the terms of the Plan as restated effective January 1, 2009, and as subsequently amended.

This summary plan description (the "SPD") describes the important features of the Pension Plan. This SPD attempts to explain how the Plan works in simple language that can be easily understood. It is not supposed to be a substitute for the technical language of the formal Plan documents, but we hope it will give you a better understanding of the Plan. If there is any inconsistency between the SPD and the Plan document, the terms of the Plan document govern.

The Plan is administered by a Board of Trustees made up of Employer and Union Trustees. The Trustees make decisions on all matters arising in the administration and interpretation of the Plan.

A separate Trust Agreement sets forth the technical language underlying the Trust Fund. The Trust Fund is set up for the exclusive benefit of the participating employees and their beneficiaries.

Through the information provided in this booklet, we have tried to answer a number of questions that are commonly raised about the Pension Plan. If you have any other questions about the Pension Plan, you should contact the Fund Office at:

4301 Garden City Drive, Suite 201
Landover, MD 20785-6102
1-800-730-2241

Every effort will be made to provide the information you need for proper understanding of the Plan. Do not rely on your Local Union Representative, your employer or others for pension benefit information. Only the Board of Trustees is authorized to interpret the rules and provisions of the Plan. Copies of the Pension Plan and the Trust Agreement are available for you to examine at the Fund Office.

Sincerely,

THE BOARD OF TRUSTEES

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1. HIGHLIGHTS OF THE PLAN

More details of the Plan are described within this booklet. However, we wanted to give you a few of the highlights here at the beginning:

- Normal Retirement Benefits payable at age 60.

- Early Retirement Benefits payable at age 55 with 10 years of Vested Service.

- Rule 80 Retirement Benefits payable at age 50 if your years of Accredited Service plus your age are equal to or greater than 80.

- Vested Benefits payable at age 60 (or at a reduced rate at age 55) if you terminate after becoming Vested. (*See explanation of Vesting in Section 3.A*).

- Immediate Disability Benefits payable upon disability after age 40 with 10 years of Vested Service.

- Survivor Benefits payable upon death after becoming Vested but before other benefits begin. Other forms of Survivor Benefits are available.

2. WHEN DO I BECOME COVERED BY THE PLAN?

You are covered by the Plan and become a Participant in the Plan on the first day that an Employer is required to make contributions on your behalf under a Collective Bargaining Agreement ("Working Agreement" or "CBA") between an Employer and Drivers, Chauffeurs & Warehousemen Teamsters Local Union No. 639 affiliated with International Brotherhood of

Teamsters ("Teamsters Local 639"). In other words, there is no waiting period before you become a Participant.

In addition, you may be covered by the Plan if a former Employer or an Employer previously was required to make contributions on your behalf under a CBA with the Milk Drivers and Dairy Employees Local Union No. 246 of Washington, D.C. ("Milk Drivers Local 246"), which has since merged into Teamsters Local 639.

3. SERVICE

Your "Service" in covered employment is the time you work for your employer while your employer is contributing to the Plan on your behalf. Service is used to determine whether you are eligible for a pension, and to calculate the amount of your pension (if you are eligible). There are different types of "Service" used to determine your eligibility for a benefit and the amount of your benefit.

A. Vested Service

Vested Service is one of the factors used to determine whether you are eligible for a Plan benefit. You receive a year of Vested Service if you are awarded a year of Accredited Service. Any employee who has 5 years of Vested Service and meets the other eligibility requirements is eligible for Plan benefits. An exception to the 5-year Vesting rule applies to an employee who reaches age 60 while still in covered employment. In that case, the employee qualifies for a Normal Retirement Benefit regardless of years of Vested Service.

Your Vested Service is the sum of your Accredited Service (*see below*) accumulated after age 18, plus periods of severance (after January 1, 1976) of up to 12 months. In order to be credited with a period of severance, you need to return to covered employment before you have been absent for 12 months (*see also Section 3.D.*). Service before age 18 is not included in your Vested Service, and only complete years of Vested Service, (*i.e.*, 12 months) are counted.

If you worked for an Employer in a job category that was not covered by a CBA before being transferred to a job category that is covered by a CBA, you will receive Vesting Service credit (but not Accredited Service) for your prior non-covered work. Likewise, if you transfer from covered employment with an Employer to a job category that is not covered by a CBA, you will continue to receive Vesting Service credit, but not Accredited Service.

B. Accredited Service

Accredited Service is the basis for determining your monthly benefit amount and it consists of two parts: Pre-1976 Current Service Credit and Post-1975 Current Service Credit.

1. <u>Pre-1976 Current Service Credit</u> This is your Service Credit for 1) a straight 40 hour work week in which you worked a minimum of 3 days and 2) a straight 40 hour work week for vacation weeks with pay. In other words, you received Service Credit for a full week if you worked at least 3 days. These days included vacation with pay, and leaves of absence granted by your Employer for union conventions, arbitrations and collective bargaining contract negotiations.

2. <u>Post-1975 Current Service Credit</u> This is the number of years and months of Continuous Service, that is, the uninterrupted period of service from the date of your employment to the date of your severance from employment.

3. Past Service Credit This is your Continuous Service rendered prior to June 7, 1964 that was covered by a Working Agreement with your Employer.

Up to 35 years of Accredited Service may be counted in determining your pension benefit. If you have more than 35 years of Accredited Service, your benefit will be calculated using the 35 years resulting in the highest benefit.

C. 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 5 years and you must return to your place of employment after leaving military service within the prescribed period under the table below:

If your period of military service is		**You must return to Employment covered by the Fund:**
At least:	*Up to:*	
1 day	30 days	The next work day
31 days	180 days	Within 14 days
181 days or more		Within 90 days

If, however, you die while in military service, you will be deemed to have been reemployed on the day before your death for purposes of calculating your Vested Service for the period of your military service.

For more information regarding your rights concerning your military service, you may contact the Fund Office or your local office of the U.S. Department of Labor, Veterans' Employment and Training Service.

D. Can I Lose My Accredited Service And Vested Service?

Yes. You will lose your Accredited Service and Vested Service if you have a **Break in Service** before becoming eligible for any Plan Benefits. The words **Break in Service** have a special meaning and you should read this page very carefully.

A Break in Service occurs if you do not work at least 1 hour in the 12-month period following your Severance from Service Date.[1]

Your Severance from Service Date is the earlier of the day:

1. Your employment terminates due to quitting, discharge, retirement or death, or

2. One (1) year from the first date you begin a period of non-employment or absence from service (whether with or without pay) as a result of a layoff, disability, sickness, vacation, holiday, etc. In other words, you are not working for any reason except quitting, discharge, retirement or death.

However, your Severance from Service Date will be the second anniversary of your absence if you are absent from work for one of the following reasons: a) your pregnancy; b) the birth of your child; c) your adoption of a child; or d)

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[1] *The Plan has special rules if you had a Break in Service prior to January 1, 1976. Contact the Fund Office if such rules affect you.*

you are caring for your child during the period immediately following the birth or placement for adoption, provided you have informed your Employer in a timely manner that leave was taken for one of these reasons.

In the case of military service, your Severance from Service Date is 90 days following release from military service, provided that the length of your absence due to military service, in addition to any previous absences due to military service, does not exceed 5 years, unless the applicable law provides otherwise.

Once you become Vested, however, your Accredited Service Credit cannot be taken away from you.

Your Service can be reinstated under certain circumstances as explained in the next Section.

E. Can I Regain My Lost Accredited Service and Vested Service?

If you incur a **Break in Service** and, after a period of time, are re-employed as an employee of a Participating Employer and complete 1 year of service, all of your lost Accredited Service and Vested Service will be reinstated if at the time you return to covered employment you meet one of the following requirements:

1. At the time of your **Break in Service** you were Vested;

2. Your years of broken service did not equal or exceed your Vested Service prior to your **Break in Service**; or

3. Your years of broken service did not equal or exceed 5 years.[2]

Except for eligibility and vesting, if you are re-employed by a Participating Employer before your **Break in Service** exceeds 5 years, but you have received a lump sum payment upon your earlier termination of employment because the present value of your pension benefit was $5,000 or less, you will not be entitled to reinstated Service unless you repay the entire amount of your distribution together with interest at the rate of 5% compounded annually, to the Board of Trustees either on the date you incur a 5 year **Break in Service** or 5 years after the date you return to re-employment, whichever occurs first.

4. WHAT TYPES OF BENEFITS DOES THE PLAN PROVIDE?

The Plan provides the following benefits:

A. Normal Retirement Benefit

Those Participants who retire from Covered Employment after attaining age 60 will receive a lifetime monthly pension.

B. Rule of 80 Benefit

Those Participants who retire from Covered Employment after attaining age 50, and whose Accredited Service plus their age is equal to or greater than 80 will also receive the Normal Retirement Benefit described above (*see Section 5.A.*).

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[2] *The Fund has special rules for Breaks in Service prior to January 1, 1985. If you were not vested, your Accredited Service and Vested Service will be reinstated only if your years of broken service did not equal or exceed 5 years.*

C. Early Retirement Benefit

Those Participants who are not eligible for a pension under the Rule of 80 Benefit, but who retire after attaining age 55 and after completing 10 years of Vested Service will receive a reduced lifetime monthly pension (*see Section 5.C.*).

D. Disability Retirement Benefit

Those Participants who retire due to total and permanent disability after attaining age 40 and after completing 10 years of Vested Service will receive the Normal Retirement Benefit described above (*see Section 5.A.*).

E. Deferred Vested Benefit

Those Participants who stop working in covered employment after becoming Vested will receive a lifetime monthly pension beginning at age 60. A Participant who has completed 10 years of Vested service may receive a reduced lifetime monthly pension beginning at age 55 (*see Section 5.C.*). A Deferred Vested Benefit is not payable if the Participant is eligible for any other benefit.

F. Spouse's Survivor Benefit

The eligible spouse of a deceased Vested Participant will receive a lifetime monthly pension if the Participant and the spouse had been married for at least 1 year (*see Section 5.F.*). In order for the spouse to be eligible, the Participant must have been Vested, but not yet started to collect benefits. (If the Participant was eligible for an Early Retirement Benefit, this benefit is payable to his or her children while they are under age 19 if there is no eligible spouse).

5. HOW IS MY BENEFIT CALCULATED?

A. **Normal Retirement Benefit** You may retire with a Normal Retirement Benefit on or after reaching age 60 or if you satisfy the requirements for a Rule of 80 Benefit.

Your monthly Normal Retirement Benefit, is calculated in three parts.

- The first part is determined by multiplying $63.07 by your years of Accredited Service earned prior to January 1, 1992.

- The second part is determined by multiplying your years of Accredited Service earned after December 31, 1991 but before January 1, 2012 by the Accrual Rate that corresponds with your Employer's contribution rate in effect while you earned that service (*see Accrual Rate Tables below*).

- The third part is calculated by multiplying the contributions required to be made on your behalf on or after January 1, 2012 by a benefit factor of 1.9%.

If you have more than 35 years of service when you retire, your benefit will be calculated based on the 35 years which will result in the highest benefit possible.

<u>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 ($200,000.00 in 2012). This limit increases periodically. If your pension is reduced due to this limit, it will be increased whenever the limit allows.</u>

Accrual Rate Tables

To calculate the second part of your Benefit, the following table contains the Accrual Rates that correspond with your Employer's contribution rates for your years of Service earned after December 31, 1991 but before January 1, 2012:

Weekly Employer Contribution Rate	Monthly Benefit Accrual Rate
$40.00	$49.79
$41.00	$50.62
$42.00	$51.45
$43.00	$52.28
$44.00	$53.12
$45.00	$53.94
$46.00	$54.77
$47.00	$55.60
$48.00	$56.43
$49.00	$57.26
$50.00	$58.10
$51.00	$58.92
$52.00	$59.75
$53.00	$60.58
$54.00	$61.41
$55.00	$62.24
$56.00	$63.07
$57.00	$63.81
$58.00	$64.56
$59.00	$65.31
$60.00	$66.06
$61.00	$66.81
$62.00	$67.56
$63.00	$68.31
$64.00	$69.06
$65.00	$69.82

$66.00	$70.57
$67.00	$71.32
$68.00	$72.07
$69.00	$72.81
$70.00	$73.56
$71.00	$74.31
$72.00	$75.06
$73.00	$75.82
$74.00	$76.57
$75.00	$77.32
$76.00	$78.07
$77.00	$78.82
$78.00	$79.57
$79.00	$80.32
$80.00	$81.07
$81.00	$81.32
$82.00	$82.57
$83.00	$83.32
$84.00	$84.07
$85.00	$84.82
$86.00	$85.57
$87.00	$86.32
$88.00	$87.07
$89.00	$87.32
$90.00	$88.57
$91.00	$89.32
$92.00	$90.07
$93.00	$90.82
$94.00	$91.57
$95.00	$92.32
$96.00	$93.07
$97.00	$93.82
$98.00	$94.57
$99.00	$95.32
$100.00	$96.07
$101.00	$96.82
$102.00	$97.57

$103.00	$98.32
$104.00	$99.07
$105.00	$99.82
$106.00	$100.57
$107.00	$101.32
$108.00	$102.07
$109.00	$102.82
$110.00	$103.57
$111.00	$104.32
$112.00	$105.07
$113.00	$105.82
$114.00	$106.57
$115.00	$107.32
$116.00	$108.07
$117.00	$108.82
$118.00	$109.57
$119.00	$110.32
$120.00	$111.07

If your Employer's contribution rate changed during any particular year, the benefit you earn in that year will be determined using a "blended" accrual rate based on the number of weeks you work at each contribution rate. The Accrual Rate Table has changed over the years, so the applicable Accrual Rate for calculating your benefit based on your Employer Contribution Rate may have changed too. Also, if you do not have any Accredited Service after December 31, 1999, your Accrual Rate may be different.

For Example: Suppose you retire on January 1, 2014, at age 60 with 1 year and 7 months (7 months divided by 12 = .5833) of Accredited Service earned prior to January 1, 1992, 20 years of

Accredited Service between January 1, 1992 and December 31, 2011, and two years of Accredited Service earned after January 1, 2012. Your monthly benefit is:

1. 63.07 x 1.5833 or $99.86, plus

2. [Accrual Rate] x [20 years of Accredited Service earned after December 31, 1991 but before January 1, 2012].

   For example, if your Employer contributed to the Plan during the period January 1, 1992 through December 31, 1998 at the rate of $40.00 per week, during the period of January 1, 1999 to December 31, 1999 at the rate of $40 per week for 20 weeks, and at the rate of $50.00 per week for 32 weeks, and at the rate of $60.00 per week for the period January 1, 2000 through December 31 2011:

   a. The post-1991 Accrual Rate Table shows that the Accrual Rate for a $40.00 per week contribution rate is $49.79, the Accrual Rate for a $50.00 per week contribution rate is $58.10, and the Accrual Rate for $60.00 per week contribution rate is $66.06.

   b. For the years of 1992 though 1998, your Accrual Rate is $49.79. As a result, for those seven years, your total benefit accrual is $348.53 [$49.79 x 7 = $348.53].

   c. The Accrual Rate for the period January 1, 1999 through December 31, 1999 is $49.79 for 20 weeks (20 weeks divided by 52 weeks = .3846 and $58.10 for 32 weeks (32 weeks divided by 52 weeks = .6154). As a result, for 1999, your total benefit is $54.90 [$49.79 x .3846 = $19.15] + [$58.10 x .6154 = $35.75].

d. For the period January 1, 2000 through December 31, 2011, the Accrual Rate is $66.06. As a result, for those 12 years, your benefit is $792.72 [$66.06 x 12 = $792.72].

e. For the years of 1992 through 2011 is $1,196.15 [$348.53 + 54.90 + 792.72 = $1,196.15].

3. For the years of 2012 and 2013, your benefit is equal to the amount of contributions required to be made on your behalf multiplied by 1.9%. Accordingly, if your weekly contribution rate for those years is $70.00, your benefit for 2012 and 2013 is $138.32 [$70.00 x 104 weeks = $7,280 x 1.9% = $138.32].

4. Therefore, your monthly benefit would be the sum of the benefit for each period. The total benefit for the period of 1990 through 2014 is $1,434.33 [$99.86 + $1,196.15 + $138.32].

B. Rule of 80 Benefit

You are eligible for the Normal Retirement Benefit, as calculated above, under the Rule of 80 Benefit if, at the time your employment terminates, you have attained age 50 and your years of Accredited Service plus your age in completed years is equal to or greater than 80.

C. Early Retirement Benefit

If you are not eligible for the Rule of 80 Benefit, you are eligible for an Early Retirement Benefit at age 55 if you have earned 10 or more years of Vested Service.

Your monthly Early Retirement Benefit is calculated in the same way as the Normal Retirement Benefit. You may have your benefits begin anytime after your 55th birthday. If you have your benefits begin early (between age 55 and 60) your benefits are "actuarially" reduced. This reduction is necessary because your pension will be paid over a longer period of time than if payments started at age 60.

For Example: Suppose you retire on January 1, 2014 at age 58 and 2 months with 16 ½ years of Accredited Service earned before January 1, 2012, and 2 years of Accredited Service earned after December 31, 2011. Your monthly Early Retirement Benefit would be calculated in the following steps:

1. Your monthly earned Normal Retirement Benefit (at age 60) is calculated as follows:

    a. [Accrual Rate] x [16 ½ years of Accredited Service earned before December 31, 2011];

       For example, if your Employer contributed to the Plan during the period July 1, 1995 through December 31, 2011 at the rate of $40.00 per week for the years of 1995 through 2001, at the rate of $50.00 per week for the years of 2002 through 2007 and at the rate of $60.00 per week for years of 2008 through 2011:

        i) The post-1991 Accrual Rate Table shows that the Accrual Rate for a $40.00 per week contribution rate is $49.79, the Accrual Rate for a $50.00 per week contribution rate is $58.10, and the Accrual Rate for $60.00 per week contribution rate is $66.06.

        ii) The accrued benefit for the period July 1, 1995 through December 31, 2011 is $936.48 [$49.79 x 6.5 = $323.64] + [$58.10 x 6 = $348.60] + [$66.06 x 4 = $264.24].

b. For the years of 2012 and 2013, your benefit is the amount of contributions required to be made on your behalf multiplied by 1.9%. Accordingly, if your weekly contribution rate for those years is $70.00, your benefit for 2012 and 2013 is $138.32 [$70.00 x 104 weeks = $7,280 x 1.9% = $138.32].

c. Therefore, your monthly benefit at normal retirement age would be the sum of the benefit for each period. The total benefit for the period of 1995 through 2013 is $1,074.80 [$936.48 + 138.32 = $1,074.80].

2. Your benefit is then reduced for the elected early start of payments. Adjustment factors for selected ages are shown in the following table:

Age When Benefits Commence	**Early Retirement Adjustment Factor**
55	.64004
56	.69729
57	.76094
58	.83187
59	.91114
60	1.00000

The adjustment factor at a fractional age is set proportionately between the factors for the next higher and lower ages. For example, at age 58 and two months, the factor is .84508

3. The monthly benefit you will receive at your age 58 and two months Early Retirement date is your earned Normal Retirement Benefit from (C above), multiplied by your Early Retirement adjustment factor from above, or \$1,074.80 x .84508 = \$908.29.

D. Disability Retirement Benefit

If you become totally and permanently disabled while working in covered employment after age 40 and have earned 10 years of Vested Service, you will be eligible for a Disability Retirement Benefit. For purposes of the Plan, you will be considered totally and permanently disabled if you are receiving Social Security disability benefits and meet the additional requirements below.

The monthly Disability Retirement Benefit is calculated in the same way as the Normal Retirement Benefit and is <u>not</u> reduced for early commencement of benefits.

Your Disability Retirement Benefit is effective on the first day of the calendar month following the later of a) 6 months after the date you terminate your covered employment with your Employer, or b) the date you are determined to have become disabled.

In order to remain eligible for a Disability Retirement Benefit, you must satisfy the following requirements:

1. You must continue to be classified as totally and permanently disabled. To prove your continuing disability, you must submit a copy of your Social Security disability benefit check once a year to the Board of Trustees.

2. You must not be receiving Workers' Compensation payments.

3. You must not be employed in employment where you are paid $5,000 or more per year.

These requirements must be satisfied until you reach Normal Retirement Age. On the day you attain Normal Retirement Age, you will be deemed to have a new Benefit Commencement Date, upon which your Normal Retirement Benefit will commence.

E. Deferred Vested Benefit - (What If I Leave Employment Before I Retire?)

You are eligible for a Deferred Vested Retirement Benefit, with benefits starting at your Normal or Early Retirement date, if you leave covered employment before age 60 (or qualify for an Early Retirement Benefit) after having become Vested.

The monthly Deferred Vested Retirement Benefit at age 60 is calculated in the same manner as the Normal Retirement Benefit. You may also retire after you reach age 55 but before you reach age 60. In this case, the benefit will be reduced in the same way as the Early Retirement Benefit.

F. Survivor's Benefit - (What If I Should Die Before My Pension Starts?)

If you die before having received any retirement benefits under the Plan, your surviving spouse or minor children may be entitled to a pension from the Plan, as follows:

1. Spouse's Survivor Benefits are payable to your eligible surviving spouse if, at the time of your death, you were actively employed by a Participating Employer and you had become Vested.

2. Spouse's Survivor Benefits are also payable to your eligible surviving spouse if, at the time of your death,

you had terminated employment and were entitled to a Deferred Vested Pension.

3. In order to be eligible for a Spouse's Survivor Benefit, your spouse must have been married to you for at least 1 year before your death.

4. If you were actively employed at the time of your death and your spouse dies within 30 days of your death, and your spouse was eligible to receive a Spouse's Survivor Benefit, then such benefit will be paid to your children (age 18 and younger) as a Children's Survivor's Benefit. If you have no eligible spouse, your children (age 18 and younger) are eligible to receive a Children's Survivor Benefit if you were actively employed and you were eligible for an Early Retirement Pension when you died.

1. Calculation of Survivor's Benefit

a. Participant Not Eligible for Early Retirement at Time of Death

If you die after you are Vested, but before you are eligible for Early Retirement, the amount of the pension is 50% of the pension which would have been payable to you (based on your years of Accredited Service at the date of your death) had you retired at age 55 and elected the joint and 50% survivor option. If you die while working in covered employment, your spouse may elect to begin receiving benefits immediately. If she does so, the amount of the benefit will be further reduced to compensate for the years between your age at death and your earliest retirement date. Therefore, the pension may be reduced by several factors:

Example: Suppose you die at age 45 in 2014 while actively employed. You have completed 19 years of Accredited Service at the date of your death. 17 years of your Accredited Service were earned prior to January 1, 2012, and two years were earned after December 31, 2011. Also, suppose your spouse is age 43 and has been married to you for 1 year. The Survivor benefit is calculated as follows:

a. 50% of earned Deferred Vested Retirement Pension

50% of the sum of [Accrual Rate] x [17 years of Accredited Service earned prior to January 1, 2012] plus 1.9% x [the amount of contribution required on your behalf for the period after December 31, 2011].

For example, if your Employer contributed to the Plan during the period June 1, 1995 through December 31, 2011 at the rate of $40.00 per week for the years of 1995 through 2001, at the rate of $50.00 per week for the years of 2002 through 2007 and at the rate of $60.00 per week for years of 2008 through 2011:

1. The post-1991 Accrual Rate Table shows that the Accrual Rate for a $40.00 per week contribution rate is $49.79, the Accrual Rate for a $50.00 per week contribution rate is $58.10, and the Accrual Rate for $60.00 per week contribution rate is $66.06.

2. The accrued benefit for the period June 1, 1995 through December 31, 2011 is $936.48 [$49.79 x 6.5 = $323.64] + [$58.10 x 6 = $348.60] + [$66.06 x 4 = $264.24].

For the period after December 31, 2011, if your weekly contribution rate for those years is $70.00, your benefit for 2012 and 2013 is $138.32 [$70.00 x 104 weeks = $7,280 x 1.9% = $138.32].

Therefore, your monthly benefit at normal retirement age would be $1,074.80 [$936.48 + $138.32]. 50% of that benefit is $537.40.

b. After reduction for early retirement at age 55 (earliest retirement date), the benefit is $343.96 [$537.40 x .64004 = $343.96].

c. After reduction for the joint and 50% survivor factor (*see Section 6.B.*), the benefit is $318.46 [$343.96 x .92587 = $318.46].

   A monthly benefit of $318.46 to your spouse would commence in 10 years, when <u>you</u> would have attained age 55 and been eligible for early retirement, <u>or</u>

   If your spouse elects to have the monthly benefit commence immediately after your death, instead of on your earliest retirement date, a further actuarial reduction would be made to compensate for the 10 additional years of benefits. This reduction would be calculated by using different reduction factors in paragraphs b and c, as follows:

   1. After reduction for early retirement at age 45, the benefit is $157.05 [$537.40 x .29225].

   2. After reduction for joint and 50% survivor factor, the benefit is $149.22 [$157.05 x .95015= $149.22].

The monthly benefit of $149.22 to your spouse would commence the first of the month following your death.

b. Participant Eligible for Early Retirement at Time of Death

If you were still working in covered employment while eligible for an Early Retirement Benefit, the Spouse's Survivor Benefit is equal to 50% of the Normal Retirement Pension based on the years of Accredited Service you have earned up to the date of your death. If your spouse is more than 5 years younger than you, the benefit will be reduced by 1% for each year over 5 years (6 years younger = 1% reduction; 7 years younger = 2%, etc.).

For Example: Suppose you are eligible for an Early Retirement Pension when you die at age 56, on March 1, 2014, while actively employed. You have completed 17 years of Accredited Service at the date of your death, 15 years prior to January 1, 2012 and two years following December 31, 2011. Also suppose your spouse is age 49 and has been married to you for at least 1 year. The monthly Spouse's Survivor Benefit is:

a. 50% of earned Normal Retirement Pension, which is:

   50% of [Accrual Rate] x [Fifteen years of Accredited Service earned prior to January 1, 2012].

   If your Employer contributed to the Plan at the rate of $60.00 per week from January 1, 1997 through December 31, 2011 your spouse's benefit for that period is $495.45 [$66.06 x 15 = $990.90 x 50% = $495.45], plus

   50% of [Contributions required of your behalf after December 31, 2011] x [Accrual Rate of 1.9%].

   If your Employer contributed $70.00 per week on your behalf for 2012 and 2013, your spouse's benefit for this period is \$69.16 [\$70.00 x 104 weeks = \$7,280 x 1.9% = \$138.32 x 50% = \$69.16].

Therefore, your spouse's total monthly benefit would be \$564.61 [\$495.45 + \$69.16 = \$564.61] (which is 50% of your monthly benefit at normal retirement age).

b. If your spouse is seven years younger than you, disregarding the first 5 years of age difference, the benefit is reduced by 2%, based on the remaining two years (7 – 5 = 2).

c. The spouse's monthly benefit is \$553.32. [100% - 2% = \$98% x \$564.61 = \$553.32].

Under either of the above examples, if you have no eligible spouse and your benefit is payable to your eligible child, the amount of the benefit will be one-half of your normal retirement benefit, and will continue to be paid until your youngest child reaches age 19. However, a Children's Survivor Benefit may only be paid to an eligible child if the Participant died while working in covered employment and was eligible for Early Retirement.

6. HOW IS MY BENEFIT PAID?

Normal Retirement, Early Retirement and Deferred Vested Retirement Pensions are payable under the "Normal Form" or under one of the optional forms.

Spouse's Survivor Benefits are payable during the lifetime of the spouse. Children's Survivor Benefits are payable to eligible children until they reach age 19.

Disability Benefits are payable during the lifetime of the Participant (assuming continued disability). When the Participant attains Normal Retirement Age, he or she begins receiving Normal Retirement Pension benefits, payable under the “Normal Form” of benefit payment or under one of the optional forms described below.

A. Normal Form

The Normal Form is available to you if you are single or if you are married and your spouse consents in writing. For such consent, your spouse’s signature must be notarized. Otherwise, if you are married, your payments will be made under a Joint and Survivor Option described below.

Under the Normal Form, Normal Retirement, Early Retirement and Deferred Vested Retirement benefits are paid monthly for your lifetime and, in any event, for no less than 36 monthly payments (3 years).

If, at the time of your death, you have not received 36 monthly payments, the remaining monthly payments up to 36 will continue to your designated beneficiary or to your estate if your designated beneficiary is not alive.

B. Optional Forms

Instead of the Normal Form, you may elect to have your Normal, Early Retirement, or Deferred Vested Benefit paid under one of several optional forms.

The Options are:

1. Joint and Survivor Options*:* This option allows you to provide for your spouse if you should die first. Under this option, a reduced pension is paid to you for your life. When you die a pension is paid to your spouse, if alive. The pension paid to your spouse is 100%, 75%, or 50% (whichever is elected) of your reduced pension. Joint and Survivor adjustment factors for selected ages are shown in the following table:

Participant/ Beneficiary Ages	**Adjustment Factors for Joint and Survivor Option**		
	100%	**75%**	**50%**
60/63	.8721	.9019	.9338
60/60	.8496	.8837	.9208
60/57	.8269	.8652	.9072
60/54	.8047	.8469	.8938
55/58	.8894	.9153	.9427
55/55	.8717	.9012	.9327
55/52	.8540	.8869	.9225
55/49	.8366	.8727	.9122

As you can see, the reduction is largest for the 100% option and smallest for the 50% option.

For Example: Suppose you retire at age 60 with a Normal Retirement Benefit of $568.75 per month. Your spouse is 57 years old. Under the Joint and 50% Survivor Benefit you would get $515.97 (.9072 x $568.75) per month for your lifetime. After your death, your spouse would get $257.99 (50% of $515.97) for the rest of his or her lifetime.

When deciding between the Normal Form and the Joint and Survivor Option, remember that under the Normal Form, a monthly death benefit will be payable only if you die within 3 years of benefit commencement. The benefit is payable to your designated beneficiary for the remainder of the 3 year period. If you die after 3 years of payments are made, no monthly benefit will be payable to your designated beneficiary.

For example, if your monthly benefit is $568.75 and you die within 36 months of the start of your pension benefit, your designated beneficiary will receive $568.75 per month until the initial 36-month period has expired. No benefit will be payable to your designated beneficiary after 36 months.

Under a Joint and Survivor Option, the monthly benefit will be payable for the lifetime of your spouse following your death and cease when your spouse dies.

<u>Pension Payable To:</u>

Your Form of Pension	**You**	**Spouse**
Joint and 50% Survivor	$515.97	$257.99
Joint and 75% Survivor	$492.08	$369.06
Joint and 100% Survivor	$470.30	$470.30

2. **Certain Period Options**: Instead of the 36 month minimum number of payments described under "Normal Form" on pages 28-29 of this booklet, you may elect to receive an increased number of minimum monthly payments (60 (5 years), 120 (10 years), or 180 (15 years) payments). This will result in a reduced monthly benefit payment. If you die before 60, 120, or

180 payments are made, payments are continued to your designated beneficiary until a total of 60, 120, or 180 payments have been made.

Please note, however, that if you die before you have received *any* of your benefit payments, Survivor Benefits will be paid, as appropriate, in a Spouse's Survivor Benefit or Children's Survivor Benefit (*see Section 5.F. above*), and any election to the contrary will not be effective.

Adjustment factors for the certain period options at selected ages are shown in the following table:

Certain Period Option Adjustment Factor

Participant Age	**60 Months Assured**	**120 Months Assured**	**180 Months Assured**
55	.9950	.9733	.9411
58	.9931	.9635	.9203
60	.9914	.9545	.9023

For Example: If you are entitled to a monthly pension of $750.00 at age 60, you could elect the following benefits with longer minimum payment periods:

60 Months Minimum: $750.00 x .9914 = $743.55

120 Months Minimum: $750.00 x .9545 = $715.88

180 Months Minimum: $750.00 x .9023 = $676.73

C. Payment of Small Pensions

If, at the time of your retirement, the present value of your pension benefit is less than $5,000, you will receive a pension in quarterly, semiannual or annual installments or a lump sum payment. If the present value of your pension benefit is greater than $1,000, the lump sum payment will be made to an individual retirement account (IRA) on your behalf.

D. Income Tax Treatment on Lump Sum Payouts

A distribution of taxable income from the Plan made in the form of an annuity is subject to federal income tax withholding, unless you elect not to have tax withheld. You will receive a tax withholding election form when you receive such a distribution. If you elect to have tax withheld from a distribution, the withheld amount will be calculated according to schedules published by the Internal Revenue Service. In certain cases, the amount withheld may not cover the actual tax due.

If you receive a lump sum payment from the Plan, you may roll this money over into an IRA or eligible retirement plan in either a rollover or direct rollover. You can roll over part or all of your distribution within 60 days of the distribution date to defer income taxation. However, you will have received only 80% of the distribution, so you will need to add the 20% balance to your rollover to avoid tax on that portion. You must then file for a tax refund at the time you file your federal income tax return. With a direct rollover, your lump sum distribution is paid directly from the Plan to an IRA or eligible retirement plan, so there is no withholding for federal (or state or local) income taxes. Instead, your rollover distribution will be taxed later, when you take it out of your IRA or other qualified plan.

If your surviving spouse, your alternate payee spouse, or your non-spouse beneficiary is entitled to receive an eligible lump sum distribution due to your death, he or she will also have the option of authorizing a direct transfer, subject to special rules.

If you do not roll over a lump sum distribution or you roll it over, but not in a direct rollover, federal income tax will automatically be withheld from the distribution at the rate of 20%. This withholding is not a penalty, but a prepayment of your federal income taxes. The actual amount of tax you owe may be greater or less than this amount. You may also owe a 10% excise tax if your Plan benefits are paid to you in a lump sum before age 59½, you do not make a rollover and you terminate employment before the beginning of the year in which you reach age 55.

For more information as to the tax consequences of Plan payments, you should consult your tax advisor.

7. HOW DO I ELECT MY OPTIONS?

Within a reasonable period prior to your Benefit Commencement Date, the Fund Office will provide you with a written explanation of your benefit options under the Plan. Payment options will be illustrated. Remember that if you are married at the Benefit Commencement Date, the automatic option will be the joint and 50% survivor annuity unless your spouse agrees in writing to another option and her signature is witnessed by a Notary Public. However, you will not be required to have your spouse's written agreement if you can show that you are not currently married, that your spouse cannot be located, or that a court has declared you legally separated.

Your election must be in writing and filed with the Board of Trustees at least 30 days, but not more than 180 days, before your Benefit Commencement Date. All elections will become effective on your Date of Retirement. You may revoke in writing any election prior to your Benefit Commencement Date. If you were to die before the Benefit Commencement Date, Spouse's

Survivor Benefits or Children's Survivor Benefits would be paid in accordance with the terms of Articles VIII and IX of the Plan Document, respectively (*see Section 5.F. above*). Any election you may have made to the contrary would not be effective.

If you are eligible for a Disability Retirement Benefit, your Benefit Commencement Date shall be the date of the commencement of your Disability Retirement Benefit. On the day you attain Normal Retirement Age, you will be deemed to have a new Benefit Commencement Date, upon which your Normal Retirement Benefit will commence. Prior to your new Benefit Commencement Date, you will be provided with a new written explanation of your rights under the options described in Section 6, and you will be given the opportunity to make a new election. Your Date of Retirement, for purposes of your new election, will be the date you attained Normal Retirement Age. You may revoke your new election, as set forth above, at any time prior to your new Benefit Commencement Date. In the event you die before your new Benefit Commencement Date, the election that was in effect on your initial Benefit Commencement Date shall remain in effect.

8. PENSION PAYMENT COMMENCEMENT, APPLICATION FOR BENEFITS AND APPEALS PROCEDURE

A. When Does My Pension Start?

1. Your pension begins on the earliest of the following dates:

    a. The first day of the month following receipt of your completed pension application for a Normal Retirement, Early Retirement or Deferred Vested Retirement Benefit, provided that all other requirements have been met.

b. The first day of the month following receipt of your completed application for a Disability Benefit, provided that all other requirements have been met. Payment of a Disability Benefit is retroactive to the first day of the next calendar month after the later of (i) 6 months after your covered employment terminates, or (ii) you are determined to be totally and permanently disabled as determined by Social Security.

c. The first day of the month specified on your completed pension application, provided that all other requirements have been met and your requested commencement date is no more than 180 days after the date your completed pension application is submitted.

d. April 1 of the calendar year following the year in which you reach age seventy and one-half (70½), even if you have not completed a pension application. In this case, you will begin receiving the required minimum distribution of your pension benefit as provided under federal tax laws.

If you do not receive your first check until after the applicable commencement date above, you may be entitled to a lump sum representing the missed payments or an actuarial adjustment to your pension due to the late commencement. Remember, it is the general rule that you must stop work and actually retire to be eligible for any benefit.

B. When Do I File My Application for a Benefit?

If you are eligible for a pension or a Survivor Benefit, you must complete and file an application for benefits before the date your pension is to start. Except for required minimum distributions (*see Section 8.A.d. above*), your pension cannot be paid until you have filed an application, along with proof of age.

You may get an application and assistance in filing by calling or writing:

PENSION DEPARTMENT
MILK DRIVERS AND DAIRY EMPLOYEES LOCAL
246 PENSION PLAN OF WASHINGTON, D.C.
c/o ASSOCIATED ADMINISTRATORS, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451
Telephone: 1-800-730-2241

C. If My Application is Denied, How Do I File an Appeal?

If your claim for benefits under this Pension Plan is denied by the Fund Office, you will be notified in writing within 90 days of receipt of your application for benefits. If additional time is needed to process your claim, you will receive written notice of the extension, which may not exceed 90 days. The Fund Office will notify you of the extension before the end of the first 90-day period.

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(s) 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; and
- an explanation of the Plan's procedure for review 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 will have 60 days after receipt of notice in which to appeal the denial. You, or someone you choose to represent you, will have an opportunity to submit written statements to the Board of Trustees to support your appeal.

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 you access to copies of all documents, records, and other information relating to your claim(s) as well as the opportunity to:

- request a review upon written notice to the Plan Administrator; and
- submit written comments, documents, records and other information relating to the claim.

The Trustees generally will make a decision on your claim no later than the meeting of the Board of Trustees following the Fund Office's receipt of your written claim. If your petition is filed within 30 days of the meeting, the Trustees must make a decision on your claim no later than the second meeting following the receipt of your claim.

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(s) for the decision;
- the specific reference to the Plan provision upon which the decision is based;
- 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 YOUR CLAIM IS FIRST DENIED.

9. WORKING AFTER RETIREMENT- SUMMARY OF PLAN RULES

A. May I Continue Working After I Retire on a Pension?

In general, you are expected to retire from work to receive a pension. Prior to age seventy and one-half (70½), working after your pension starts may cause your pension to be suspended as explained below. After age seventy and one-half (70½), you will receive the required portion of your pension benefit (required minimum distribution) regardless of whether you return to, or continue to, work.

There is no restriction if you work in other types of employment outside the industry(ies) covered by the Fund. If you work in other types of employment, your pension will not be suspended no matter how much income you earn or how many hours you work.

B. What Type of Work Will Cause a Suspension of My Benefits?

In accordance with Section 16.09 of the Plan, and Department of Labor Regulation 29 CFR § 2530.203-3, your benefits will be suspended for any month in which you return to work after retiring, and work more than 40 hours in employment which is:

1. in the District of Columbia, Virginia, Maryland, or anywhere else within the geographical jurisdiction of the Plan;

2. in any industry of the type covered by the Plan; and

3. in the same trade or craft as your previous covered employment.

The work described above is called "Suspension Service," and includes, but is not limited to, any work of the type for which contributions were made to the Plan at the time you retired. Suspension Service also includes work as a Supervisor, or any other position, in the same industry and the same trade or craft as your previous covered employment.

If you are not sure whether certain employment would be considered Suspension Service by the Fund, you should request the Trustees to review the employment you are considering and to advise you whether that employment would result in a suspension of your pension benefits. Such requests must be in writing.

C. What Happens If I Take a Job In "Suspension Service" While I am Receiving a Pension?

If you take a job in Suspension Service as described above, you will automatically lose your pension benefits for the months you work more than 40 hours. You are required to notify the Fund Office in writing when you start such a job. Your benefit payment cannot be withheld unless the Board of Trustees notifies you, by personal delivery or by certified mail, that it is withholding payment.

D. If I Fail to Report a Return to Work, What Will Happen?

The Trustees know that most members are honest and follow the rules. Retirees will be asked to sign a statement periodically that they are not working in prohibited employment. Of course, if a retiree returns to work covered by the Plan, the Fund Office will receive reports from your employer. If the Trustees receive information provided from any source that you are working in employment meeting the description in Paragraph B, above, they may automatically suspend your pension benefits based on the presumption that you are working at least 40 hours per month in Suspension Service.

Any problems will be corrected as soon as the employee provides satisfactory information about the actual employment.

E. If My Pension Is Suspended For Months After I Have Received Payment For Those Months, What Happens?

The amount you owe the Fund will be deducted from your pension when it starts again. No more than 25% of your pension check will be deducted. The deductions will also continue against your spouse's benefit after your death. The Trustees can also bring a lawsuit against you to collect amounts which you owe to the Fund.

F. Can I Appeal If My Benefits Are Suspended?

Yes. You may appeal the suspension of your pension benefits in the same way that you appeal any other matter involving the Plan. A written request for review must be filed within 180 days of the Suspension of Pension Notice.

G. How Do I Notify The Plan When I Have Stopped Working in Prohibited Employment and Want To Retire Again?

You must notify the Fund Office in writing, on a form provided by the Fund or by letter, of the date you last worked in prohibited employment. Your pension will resume for the month after you cease working in Suspension Service but there may be a delay of up to 3 months before the first check arrives.

H. Will I Earn Additional Pension Credit If I Return To Covered Employment Under the Plan?

Yes, provided you earn an additional year of Accredited Service with a Participating Employer(s). Your additional benefit will be *calculated by multiplying the contributions required to be made on your behalf by a benefit factor of 1.9%*.

Your re-retirement benefit will be the sum of the pension you were receiving prior to reemployment plus your additional benefit. The number of years used to determine your re-retirement benefit may not exceed 35 years of Accredited Service (including your prior Accredited Service plus your additional Accredited Service earned after your return to work), provided you earn at least 1 additional year of Accredited Service after reemployment.

10. DOMESTIC RELATIONS ORDER

As a general rule, your interest in your pension benefit, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away, or otherwise transferred.

There is an exception, however, to this general rule. The Trustees may be required by law to recognize obligations you incur as a result of court ordered child support, alimony payments, or marital property rights. The Trustees must honor a "qualified domestic relations order" if it meets certain requirements. A "domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. The Trustees determine whether a domestic relations order is "qualified" and thus must be enforced. If a qualified domestic relations order is received by the Trustees, all or a portion of your benefits may be used to satisfy the obligation. You may obtain a copy of the Plan's procedures governing qualified domestic relations orders from the Trustees, without charge.

11. AMENDMENT AND TERMINATION

A. Plan Amendment

The Trustees reserve the right to amend, suspend, withdraw or modify the 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 Plan 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.

No amendment, however, shall (a) deprive any Participant of an accrued vested benefit, (b) cause any Plan assets to revert to the Participating Employers or Union prior to the satisfaction of all Plan liabilities, (c) authorize Plan assets to be utilized other than for the exclusive benefit of the Participants or payment of administrative expenses, (d) force a Participant with 5 or more years of vested service to accept an amended vesting schedule with respect to future benefit accruals (you can elect to stay under the existing schedule), or (e) in connection with any merger or consolidation with any other plan, provide for a benefit under the new plan that is less than the benefit you had under the existing plan.

B. Plan Termination

The Participating Employers and the Union reserve the right to terminate the Plan. Upon plan termination, you will become 100% vested in your pension benefit. The Trustees may:

- distribute benefits in a lump sum (if over $5,000, you, and if you are married, your spouse, must consent),
- purchase an annuity contract from a commercial insurer to provide for your benefits, or
- continue to pay benefits out of Plan assets.

If the Plan terminates, benefits are divided into the following categories:

a. Benefits which would have been payable 3 years ago, based on the Plan terms in effect 5 years preceding the date of termination of the Plan.

b. Benefits which are guaranteed by the PBGC, but were not payable 3 years ago.

c. Any vested benefits which were not included in the above categories.

d. Non-vested benefits.

After expenses are paid, if the cost of all benefits exceeds the amount of assets, the assets are allocated to benefits in order of the categories above. If the assets remaining cannot satisfy the full cost of benefits in a particular category, the assets will be allocated within the category by multiplying the benefit cost of a particular Participant by the assets remaining and dividing by the total cost of benefits in the particular category. Any remaining funds will be used to provide additional benefits for Participants.

12. 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 $5 of the monthly benefit accrual rate and (2) 75% of the next $15. The PBGC's maximum guarantee limit is $16.25 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 $5,850.

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, 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.

13. RIGHTS OF PARTICIPANTS

As a Participant in the Pension Plan for the Milk Drivers and Dairy Employees Local No. 246 of Washington, D.C., you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

A. Receive Information About Your Plan and Benefits

Examine, without charge, at the Fund Office, or, within 10 days of a written request to the Fund Office, at the office of the Union or at worksites where 50 or more Plan members customarily work, all Plan documents, including 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 and Security Administration.

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

Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this report and does so each year.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement age (age 60) 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 additional years you must 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 12 months. The Plan must provide the statement free of charge.

B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon those 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.

C. 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 (which means you have the right to have the Board of Trustees review and reconsider your claim). You have the right to do this within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 Board of Trustees 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 if it finds, for example, that your claim is frivolous.

D. Assistance With Your Questions

If you have any questions about the Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, 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.

14. OVERPAYMENTS OR MISTAKEN PAYMENTS

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 anytime within 1 year following the time of payment. If this happens, you, your spouse or other beneficiary 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.

15. PARTICIPANT RESPONSIBILITIES

In order to receive the benefits you and your beneficary(ies) 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 Office 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.

16. RETIREE MEDICAL BENEFIT COMPONENT

The Plan includes a separate "subtrust" that provides payment or reimbursement for individual insurance contracts for health care or other similar programs of health coverage to eligible retirees and their spouses. This part of the Plan is designed to pay a portion of the post retirement health care costs of retirees and their spouses in accordance with section 401(h) of the Internal Revenue Code.

The retiree medical benefit component of the Plan is a self-insured program, but does not directly provide any benefits other than payment or reimbursement of health insurance premiums.

A. Benefits under the 401(h) Subtrust

Benefits under the Plan consist of payment or reimbursement, including advance reimbursement, for individual insurance contracts for health care or other similar programs of health coverage for eligible participants and their spouses. The participant is responsible paying a portion of the premium for health insurance. This is called self-pay. The Plan Administrator can provide you with the self-pay rate. Normally, the Plan will directly pay the insurance premium to the insurer, including COBRA continuation coverage premiums to the Teamsters Local 639-Employers Health Trust ("639 Health Fund"). If the Plan directly pays the insurance premium, the self-pay amount will be deducted from the participating retiree's monthly pension benefit. In other cases, the Plan will reimburse the participating retiree for the cost of an individual insurance premium, less the applicable self-pay amount. You generally may select your own individual health insurance contract or other plan of benefits, subject to approval by the Plan.

The Trustees have full discretionary authority to establish self-pay rates and standards governing the individual insurance contracts or plans of benefits that qualify for premium payment or reimbursement.

All heath care benefits are provided through your individual insurance contract or other plan of benefits. As a result, you cannot appeal to the Trustees for any benefits or other determination under your individual insurance contract or other plan of benefits. Rather, all claims and appeals regarding such benefits will be governed solely by the rules and procedures established under your insurance contract or plan of benefit. You should refer to your individual insurance contract or similar health coverage arrangement for more information about benefits and the claims and appeals procedures for those benefits.

Claims and appeals regarding eligibility for payments or reimbursements from the 401(h) subtrust or the amount of any such payments or reimbursements will be decided in accordance with the claims and appeals procedures described in Section 8 of this SPD; provided, however, that if your claim is denied for eligibility reasons, you will be notified of the denial within 30 days of receipt of your claim.

B. Eligibility under the 401(h) Subtrust

You and your spouse, if he or she is under age 65, are eligible for benefits under the 401(h) subtrust if:

1) You retired directly from a contributing employer;

2) You have twenty years of Vesting Service in the Plan;

3) You elect COBRA continuation coverage from the 639 Health Fund;

Benefits terminate when you become Medicare eligible (generally age 65). If your spouse is not Medicare eligible when you reach Medicare eligibility, your spouse may continue to receive benefits until he or she becomes Medicare eligible by continuing payment of the applicable self-pay amount.

C. Funding of the 401(h) Subtrust

The 401(h) subtrust is funded by the allocation of a percentage of Employers' pension contributions to the account. The Trustees have authority to set the share of the pension contribution that is allocated to the subtrust, up to a maximum of 25% of the total pension contribution. Retirees also make self-payments for a portion of their insurance premiums.

17. OTHER IMPORTANT INFORMATION

A. Name of Plan:

Pension Plan for the Pension Trust for the Milk Drivers and Dairy Employees Local Union No. 246 of Washington, D.C.

B. Board of Trustees:

Union Trustees	Employer Trustees
Philip Giles	Joseph Milazzo
John Jackson	Juanita Thorne
	Jan tenPas

All of the Trustees can be reached at:

Associated Administrators, LLC
4301 Garden City Drive, Suite 201
Landover, MD 20785-6102

C. Plan Sponsor and Plan Administrator:

The Board of Trustees is both the Plan Sponsor and the Plan Administrator. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan Participants and Beneficiaries in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended. However, the Trustees have engaged Associated Administrators, LLC on a contract basis to serve as Administrative Agent to oversee the operation and administration of the Plan on a day-to-day basis. Associated Administrators, LLC can be reached at the Fund Office:

4301 Garden City Drive, Suite 201
Landover, MD 20785-6102
Telephone: 1-800-730-2241

D. 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.

E. Employers Participating in the Plan:

A complete list of employers participating in the Plan and their addresses may be obtained from Associated Administrators, LLC upon written request. Also, you may examine this list during normal business hours at the Fund Office which is located at:

Associated Administrators, LLC
4301 Garden City Drive, Suite 201
Landover, MD 20785-6102
Telephone: 1-800-730-2241

F. Sources 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 PNC Bank, and invested by a number of professional investment managers.

G. Actuary:

Cheiron
1750 Tysons Boulevard, Suite 1100
McLean, Virginia 22102

H. Union:

Drivers, Chauffeurs & Helpers
Local Union No. 639 affiliated with
the International Brotherhood of Teamsters
3100 Ames Place, NE
Washington, D.C. 20018

I. Collective Bargaining Agreements:

The Plan is maintained pursuant to one or more Collective Bargaining Agreements. Copies of the Agreements may be obtained from the Fund Office upon written request. You may examine the Agreements during normal business hours at the Fund Office or, within 10 days of a written request to the Fund Office, at the office of the Union or at worksites where 50 or more Plan members customarily work. (*See "Special Note" below*).

J. Plan Documents:

A copy of the Plan documents may be obtained from the Fund Office upon written request. Also, you may examine the Plan documents during normal business hours at the office of the Fund Office, or within 10 days of a written request to the Fund Office, at the office of the Union or at worksites where 50 or more Plan members customarily work. (*See "Special Note" below*).

K. Type of Plan:

The Plan is a multi-employer defined benefit pension plan.

L. Internal Revenue Service Identification Number Assigned To Board of Trustees:

The Employer Identification Number is 52-6070425.

M. Internal Revenue Service Plan Number:

The Plan Number is 001.

N. Fiscal Year of Plan:

The Plan's annual fiscal year runs from January 1 through December 31.

O. Agent for Service of Legal Process:

The Board of Trustees
Milk Drivers and Diary Employees Local Union No. 246 of
Washington, D.C. Pension Fund
Associated Administrators, LLC
4301 Garden City Drive, Suite 201
Landover, MD 20785-6102

Legal process may also be served on any Plan Trustee.

Special Note: A charge may be made to cover the cost of copying materials you request.

NOTE:

As stated at the beginning of this document, only the full Board of Trustees is authorized to interpret the Plan. No Employer or the Union or any representative of an Employer or the Union in such capacity is authorized to interpret the Plan nor can any such person act as an agent of the Trustees.

WE HAVE TRIED TO WRITE THIS SUMMARY IN CLEAR, UNDERSTANDABLE AND INFORMAL LANGUAGE. HOWEVER, YOU SHOULD REFER TO THE OFFICIAL PLAN DOCUMENTS FOR MORE INFORMATION ABOUT YOUR BENEFITS. IN THE EVENT OF ANY CONFLICT BETWEEN THE INFORMATION IN THIS SUMMARY AND THE OFFICIAL PLAN DOCUMENTS, THE PLAN DOCUMENTS WILL GOVERN.