

# Teamsters Local 346 Savings & 401(k) Plan

## Summary Plan Description



Teamsters Local 346 Savings & 401(k) Plan  
2002 London Road, Suite 300  
Duluth, MN 55812  
Telephone: 218-727-7929  
Fax: 218-728-4773

January 1, 2016

## INTRODUCTION

---

We are providing you with this updated Summary Plan Description to explain recent changes made to the Plan. On April 17, 1997, when the Plan was originally created, the Plan was known as the Teamsters Local 346 Defined Contribution Plan. Under this Plan, no employee contributions were accepted and the Trustees selected the investments of the Plan. As of March 1, 1999, the Plan was amended to allow Participants to make pre-tax contributions to the Plan. As of November 1, 2006, Participants can elect to self-direct their accounts from a range of investments chosen by the Trustees, or the Participants may opt to have their account invested in a Target Date Fund in which the asset allocation mix automatically becomes more conservative as the participant nears retirement.

This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements about the Plan. Because this booklet is a summary, it does not contain an explanation of each and every provision or term used in the more comprehensive Plan document. If your circumstance is not described within this summary or, if you do not understand something in this booklet, a copy of the entire Plan document is available for review at the Fund Office. You may also contact the Fund Office with your questions at (218) 727-7929.

The benefits provided by your Savings and 401(k) Plan are the result of the cooperative effort of Teamsters Local 346 and your Employer through the collective bargaining process. As a result of that process the union members will share in retirement, disability, survivor and death benefits paid by the Plan.

We urge you to invest the time to read this booklet so you can learn about the Plan. If you have any questions about this booklet or eligibility for your benefits, please contact the Fund Office at (218) 727-7929.

Sincerely,

### BOARD OF TRUSTEES

Teamsters Local 346 Savings & 401(k) Plan

#### Union Trustees

Rod Alstead  
Les Kundo  
Zak Radzak  
Jeff Oveson - Alternate

#### Employer Trustees

Dennis E. Jensen  
Jim Tuhkanen

## TABLE OF CONTENTS

<b>PLAN PARTICIPATION</b>	<b>1</b>
<b>ELIGIBILITY REQUIREMENTS</b>	
<b>BREAK IN SERVICE RULES</b>	
<b>ENTRY DATE</b>	
<b>CONTRIBUTIONS AND ALLOCATIONS</b>	<b>1-2</b>
<b>EMPLOYEE CONTRIBUTIONS</b>	
<b>SALARY REDUCTION AGREEMENTS</b>	
<b>EMPLOYER CONTRIBUTIONS</b>	
<b>DEFINITION OF COMPENSATION</b>	
<b>PARTICIPANTS ELIGIBLE FOR ALLOCATIONS</b>	
<b>ROLLOVER CONTRIBUTIONS</b>	
<b>ACCOUNTS AND VALUATION</b>	<b>2</b>
<b>INVESTMENT OF ACCOUNTS</b>	<b>2-3</b>
<b>BENEFIT UPON RETIREMENT OR UPON REACHING AGE 59½</b>	<b>3</b>
<b>BENEFIT UPON DISABILITY</b>	<b>3-4</b>
<b>BENEFIT UPON DEATH</b>	<b>4</b>
<b>BENEFIT UPON TERMINATION OF EMPLOYMENT</b>	<b>4</b>
<b>BENEFIT UPON DEMONSTRATION OF FINANCIAL HARDSHIP</b>	<b>5</b>
<b>PAYMENT OF BENEFITS</b>	<b>6</b>
<b>TAX WITHHOLDING ON PLAN BENEFITS</b>	<b>7</b>
<b>OTHER INFORMATION</b>	<b>7-12</b>
<b>PENSION APPLICATION</b>	
<b>DENIAL OF BENEFITS</b>	
<b>QUALIFIED DOMESTIC RELATIONS ORDERS</b>	
<b>GENERAL QUESTIONS AND ANSWERS</b>	
<b>IMPORTANT FACTS</b>	
<b>ADDITIONAL INFORMATION</b>	
<b>AMENDMENT OR TERMINATION</b>	
<b>STATEMENT OF ERISA RIGHTS</b>	<b>12</b>

## **PLAN PARTICIPATION**

---

### **Eligibility Requirements**

You are eligible to enter the Plan as a Participant on the date the Employer first makes a contribution on your behalf, or when you are eligible to make Employee Contributions under the plan. You are 100% vested in all contributions made on your behalf.

### **Break In Service Rules**

In any Plan Year in which you do not complete more than 500 Hours of Service, you will incur a Break in Service and your participation in the Plan will cease. You will not incur a Break in Service if you are absent from work because of an authorized leave. Furthermore, if you are absent from work because of illness or maternity leave, you will receive credit for up to 500 hours of service if necessary to prevent you from incurring a Break in Service. An hour of service is any hour for which you have a right to be paid, including hours you are paid for vacation, holidays, illness, back pay and maternity leave.

### **Entry Date**

You will enter the Plan as a Participant on the same date you satisfy the eligibility requirements. Upon becoming a Participant, the Administrator will establish an Account to receive your share of any Employer contributions and investment earnings and losses. Your Account will consist of the following sub-accounts: the Employee Contribution Account and the Employer Contribution Account.

## **CONTRIBUTIONS AND ALLOCATIONS**

---

### **Employee Contribution**

You may enter into a salary reduction agreement authorizing your Employer to withhold a cents-per-hour amount or a percentage of your Hourly Compensation. This amount is called an employee deferral, which your Employer will contribute to the Plan on your behalf. The minimum cents-per-hour employee deferral that you can select is \$0.10 an hour and you can increase that amount in \$0.05 increments. The maximum amount of employee deferral is \$18,000 per year (as adjusted for inflation).

In addition, in no event can the combined employee deferral amount plus employer contributions exceed 100% of gross wages or \$53,000 per year (as adjusted for inflation). You will at all times have a 100% vested interest in all amounts credited to your account.

### **Catch up Contribution**

If you are age 50 or over you can make an additional employee contribution (above the \$18,000 limit as indexed for inflation) of an additional \$6,000 per year.

If you will reach age 50 by the end of a calendar year (December 31) you can make catch-up contributions at the beginning of that same calendar year even though you have not yet reached age 50.

### **Salary Reduction Agreement**

You can increase or decrease your salary reduction by giving written notice to the Fund Office. In addition, you may change your salary reduction agreement at the time you receive an across the board wage increase pursuant to a Collective Bargaining Agreement in a manner determined by the Trustees. You can also suspend or cancel the agreement at any time upon reasonable written notice not to exceed 30 days. After receiving your written notice, the Fund will cancel your salary reduction agreement as soon as administratively feasible.

**Employer Contributions**

Your Employer will make contributions to the Plan that are collectively bargained between your Employer and Teamsters Local 346. The amount of Employer Contributions made by your Employer are determined based on the terms of the Collective Bargaining Agreement between your Employer and Teamsters Local 346. You will at all times have a 100% vested interest in amounts credited to your Employer Contribution Account.

**Definition Of Compensation**

The Compensation used to determine contributions and allocations is the total amount you receive from the Employer for the Plan Year, excluding any amount over \$265,000.

**Participants Eligible For Allocations**

If you complete one hour of eligible service while a Participant you will be eligible to receive a contribution allocation for that Plan Year if called for under the terms of the Collective Bargaining Agreement.

**Rollover Contributions**

If you participated in another qualified retirement plan before you were employed by an Employer, you can transfer (or rollover) any distribution made to you from that plan to this Plan provided all legal requirements (and any requirements imposed by the Trustees) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Fund Office to roll those funds over into this Plan. If you do decide to make a rollover contribution and it is accepted by the Trustees, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Account. Your Rollovers cannot be withdrawn from the Plan until you are entitled to receive a distribution of your Account.

**ACCOUNTS AND VALUATION**

As a Participant in the Plan, you will have an individual account to which you will be credited Employer contributions, Employee contributions (if you are signatory to a Salary Reduction Agreement) and your share of your individual account's investment earnings or losses (after adjustment for investment manager fees) and expenses of the Plan.

The reasonable expenses of administering the Plan, net of any revenue sharing that reimburses or pays directly the fees of a service provider or other such expenses of administering the Plan, will be paid by the Plan participants. When Plan expenses are charged against individual participant accounts, you will pay a pro-rata share of the expenses based upon the amount in your account bears to the total of all participant account balances.

As soon as possible after each calendar quarter (March 31, June 30, September 30 and December 31), you will receive an individual account statement showing the balance of your account and the changes which have occurred during the quarter.

**INVESTMENT OF ACCOUNTS**

You will be required to direct the investment of your Account. If you do not direct your Account it will be invested in a Target Date Fund based upon your age. With regard to your directed investments, you will be allowed to choose from the investment alternatives selected by the Trustees. The Trustees maintain the right to limit your choice of investment vehicles and firms. All earnings on your directed investments will be credited to your Account. You will be able to switch between investment alternatives as often as permitted under rules stipulated by the Trustees. The

portion of this Plan that is self-directed is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. Under regulations issued under Section 404(c), if the Plan permits you to exercise independent control over any portion of the assets in your Account, then the fiduciaries of the Plan, including the Trustees, the Administrator and the Employer, are relieved of liability for any losses resulting from your exercise of such control.

## **BENEFIT UPON RETIREMENT OR UPON REACHING AGE 59½**

You are entitled to receive 100% of your Account after you reach Early Retirement Age and retire from active employment. Early Retirement Age is the date you reach age 55.

You are also entitled to receive 100% of your Account after you reach Normal Retirement Age regardless of whether you retire from active employment or you choose to continue working. Normal Retirement Age is the date you reach age 59½.

You can elect to postpone retirement and continue working after you reach Normal or Early Retirement Age, in which case distribution of your Account will be postponed until you actually retire.

If your Account does not exceed \$1,000 it will be distributed in a lump sum; but when an account over \$1,000 is distributed, it must be distributed in the form of monthly payments unless you waive this form of distribution. If you are not married when monthly payments begin, they will cease to be made when you die. If you are married when monthly payments begin, they will continue to be made after you die for the life of your surviving spouse.

The amount of each monthly payment made to your surviving spouse will be at least 50% of the monthly payment you were receiving when you died, but not more than 100%. You can select any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you during your lifetime and to your surviving spouse after you die. The Plan itself does not pay the Joint and Survivor Annuity (QJSA). You may select one of those companies which pays a monthly benefit during your life and the life of your spouse based upon the amount in your account and the ages of you and your spouse.

You can waive monthly payments entirely, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly payments, your Vested Interest will be distributed in a lump sum payment.

## **BENEFIT UPON DISABILITY**

If you become disabled before your Account is distributed, you are entitled to receive the balance in your Account. To be considered disabled for purposes of the Plan, you must suffer a physical or mental condition as a Participant that qualifies you for disability benefits under the Social Security Act; but even if you qualify for Social Security disability benefits, you will not be considered disabled for purposes of this Plan if the physical or mental condition is caused (1) by the use of intoxicants or other substances; (2) by an intentionally self-inflicted injury or sickness; (3) by an unlawful act on your part; or (4) by military service which qualifies you for a military disability pension.

If your Account balance does not exceed \$1,000, it will be distributed in a lump sum as soon as administratively feasible after you become disabled. If your Account balance is over \$1,000, you can elect to have it distributed as soon as administratively feasible after you become disabled, or

you can defer distribution until a later date; but you cannot defer distribution beyond April 1<sup>st</sup> of the calendar year which follows the calendar year in which you reach age 70½.

If your Account balance is over \$1,000, it must be distributed in the form of monthly payments unless you waive this form of distribution. If you are not married when monthly payments begin, they will cease to be made when you die. If you are married when monthly payments begin, they will continue to be made after you die for the life of your surviving spouse. The amount of each monthly payment made to your surviving spouse will be at least 50% of the monthly payment you were receiving when you died, but not more than 100%. You can select any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you during your lifetime and to your surviving spouse after you die. The Plan itself does not pay the Joint and Survivor Annuity (QJSA). You may select one of those companies which pays a monthly benefit during your life and the life of your spouse based upon the amount in your account and the ages of you and your spouse.

You can waive monthly payments entirely, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly payments, your Vested Interest will be distributed in a lump sum payment.

## **BENEFIT UPON DEATH**

If you die before your Account is distributed, your beneficiary is entitled to receive the balance in your Account. If you are not married, you can name anyone to be your beneficiary. If you are married, your spouse is designated by law to be the beneficiary of 100% of your Vested Interest. Your spouse can waive in writing his or her statutory death benefit entirely, in which case you can name another beneficiary to receive 100% of your account balance. Any death benefit payable to a beneficiary will be distributed in a lump sum as soon as administratively feasible after your death.

## **BENEFIT UPON TERMINATION OF EMPLOYMENT**

If you terminate employment before reaching Normal or Early Retirement Age, or before death or disability, you will be entitled to receive the entire amount in your Account.

Following the termination of your employment, your Account will be distributed to you as soon as administratively feasible after the one-year anniversary of your termination of employment. If your account balance does not exceed \$1,000 it will be distributed in a lump sum after the one-year anniversary of your termination of employment. If your account balance is over \$1,000, you can elect to have it distributed as soon as administratively feasible after the one-year anniversary of your termination of employment or you can elect to defer distribution until a later date; but you cannot defer distribution beyond April 1<sup>st</sup> of the calendar year which follows the calendar year in which you reach age 70½.

For purposes of this section, your termination of employment occurs at the end of the last month in which employee or employer contributions are made on your behalf. This includes instances where you transfer from a bargaining unit position represented by Local 346 to a non-bargaining unit position and you are no longer eligible to participate in the Plan.

**Special Provision for Plant Shutdowns:** If you lose employment because of a company closure, and the Company no longer has an effective Collective Bargaining Agreement in effect with Teamsters Local 346, the disbursement of your account will be made as soon as administratively feasible after the company closure. (In these circumstances there is no one-year waiting period.)

If your Account balance is over \$1,000, it must be distributed in the form of monthly payments unless you waive this form of distribution. If you are not married when monthly payments begin, they will cease to be made when you die. If you are married when monthly payments begin, they will continue to be made after you die for the life of your surviving spouse. The amount of each monthly payment made to your surviving spouse will be at least 50% of the monthly payment you were receiving when you died, but not more than 100%. You can select any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you during your lifetime and to your surviving spouse after you die. The Plan itself does not pay the Joint and Survivor Annuity (QJSA). You may select one of those companies which pays a monthly benefit during your life and the life of your spouse based upon the amount in your account and the ages of you and your spouse.

You can waive monthly payments entirely, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly payments, your Vested Interest will be distributed in a lump sum payment.

## **BENEFIT UPON DEMONSTRATION OF FINANCIAL HARDSHIP**

When you have a demonstrable financial hardship you may apply for all or a portion of your Account. Upon application the Plan will make financial hardship distributions provided the Participant meets the Plan's standards for such distributions. In order to be entitled to a hardship distribution you must present evidence to the Trustees in a written application showing that you have a demonstrable financial hardship, the amount you need to meet this immediate and heavy financial need caused by the hardship, and that it is not available to you from other sources.

In addition, the immediate and heavy need must result from:

- Medical expenses previously incurred by you, your spouse or dependents;
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on a mortgage on your principal residence (not monthly mortgage payments);
- Purchase of your principal residence;
- Tuition payments, room and board, and related educational expenses for the next 12 months of post-secondary education for you, your spouse or your dependents;
- Payments for burial or funeral expenses for your deceased parent, spouse, child or dependent; and
- Payments of expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under IRS Code § 165.

No hardship distribution may exceed the amount required to meet the immediate financial need created by the hardship and not reasonably available to you from other sources.

If you are married, written consent of your spouse is required for a financial hardship distribution.

The Trustees will make the final determination on whether a demonstrable financial hardship exists, what amount is required to meet the immediate financial need created by the hardship, and whether you have any other reasonably available sources to satisfy the need.

If you receive a hardship distribution from the Plan you are prohibited from making contributions into the Plan for a period of six (6) months after your receipt of the distribution.

The hardship withdrawal will be made from your pre-tax Employee Contribution Account then from your Employer Contribution Account. The withdrawal will be made pro-rata across your investment funds unless you direct otherwise in writing.

The withdrawal will be in the form of a check made payable to you

Withdrawals before age 59½ are subject to a 10% IRS tax penalty, except under certain circumstances specified under IRS regulations. Please consult your own professional tax advisor regarding the tax consequences of any pre-age 59½ withdrawal or distribution.

## **PAYMENT OF BENEFITS**

This section addresses how benefits can be paid to you, your spouse and/or beneficiary upon retirement, disability, death or termination of employment.

If you are not married, or if married you and your spouse both reject the Joint and Survivor Annuity form of payment, you may choose one of the following payment options:

- 1) A lump sum payment of the entire value of your Account.
- 2) A partial lump sum payment in an amount specified by you.
- 3) Installments (monthly, quarterly, semi-annually) in multiples of \$50, provided that it must be an amount so that your account will be expected to be paid to you during your lifetime or the joint life expectancy of you and your designated beneficiary.
- 4) You may also choose to delay receiving benefits until the April 1<sup>st</sup> of the year that follows the year you reach age 70½. However, if you delay receiving benefits until that time the Plan must make installment payments to you in an amount so that your Account will be expected to be paid to you during your lifetime or the joint life expectancy of you and your designated beneficiary.

If upon retirement, termination of service, or disability your Account balance is less than \$1,000, the Trustees have the right to make payment of your account in one lump sum regardless of your payment option selected.

## **TAX WITHHOLDING ON PLAN BENEFITS**

---

### **Distributions Not Subject To Withholding**

Any distribution that is eligible to be rolled over and which is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution can be rolled over to another qualified plan or an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum payment you must receive because you have reached age 70½. There are additional distributions that cannot be rolled over. Contact the Administrator if you have any questions regarding whether a Plan distribution can be rolled over.

### **Distributions Subject To Withholding**

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You cannot elect out of the 20% withholding. The only way to avoid the 20% withholding is to leave your benefit in this Plan or have it transferred directly to an IRA or to another qualified retirement plan that accept rollovers. You may still rollover any eligible distribution that is paid to you by putting the eligible distribution into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. Due to the complexities and frequency of changes in the federal tax law that governs withdrawal penalties and taxes, you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

## **OTHER INFORMATION**

---

### **Pension Application**

#### **How do I get an application for benefits?**

You can receive an application by writing, emailing, calling or visiting the Fund Office at:

Teamsters Local 346 Savings & 401(k) Plan  
2002 London Road, Suite 300  
Duluth, MN 55812  
Telephone: (218) 727-7929  
Email: [TeamstersLocal346@wilson-mcshane.com](mailto:TeamstersLocal346@wilson-mcshane.com)

If you need help in completing your application, the staff at the Fund Office will assist you.

#### **When should I apply for my retirement benefits?**

You should file your application with the Trustees at the address of the Fund Office at least three months in advance of the date you expect your benefits to begin. If you delay in filing your application, the payment of your pension might be delayed, too.

#### **Must proof of age and marital status be submitted with the application?**

Yes. Instructions describing the types of acceptable proof of age will be given to you with your application. You will be asked to submit proof of your spouse's age and proof of your marriage.

**Who will decide if I am eligible for benefits?**

The Board of Trustees who are bound by the rules of the Plan will decide if you meet the eligibility requirements for benefits. The Trustees will review the documents you submit with your application and have the authority to interpret and construe the terms of the Plan and Trust and determine eligibility.

**How does a surviving spouse or beneficiary file for benefits?**

As soon as possible after the death of the Participant or pensioner, the Fund Office should be contacted to request instructions about filing an application for the appropriate death benefits. A certified copy of the Participant's or pensioner's death certificate must be filed.

**Denial of Benefits****How Will I Know if My Pension Application Is Denied?**

If your claim for benefits is wholly or partially denied, you will receive a written notice of denial which will contain the following information:

- The specific reason for the denial with specific reference to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such materials is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under §502(a) of ERISA following the denial of an appeal by the Board of Trustees.

The Notice of Denial shall be given within a reasonable period of time but no later than ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such extension is required, you will be sent written notice before the expiration of the initial 90 day period, stating the special circumstances requiring the extension and the date by which a decision on the claim can be expected. In no event shall such extension exceed 90 days from the end of the initial 90 day period.

**If my Claim for Benefits is Denied, What are my rights to Appeal?**

Within sixty (60) days after receipt of a written notification of denial, you or your authorized representative may request a review of the claim by filing a written appeal with the Board of Trustees. You or your authorized representative will have the opportunity to meet in person with the Trustees at a date and time designated by the Trustees and also submit written comments, documents, records and other information relating to the claim for benefits.

Upon receipt of an appeal of an adverse benefit determination, the Trustees or a committee appointed by the Trustees and authorized to act on such an appeal, shall proceed to review the administrative file, including the written appeal. All comments, documents, records and other information submitted by you relating to the claim will be taken into account without regard to whether such information was submitted or considered in the initial benefit determination.

A decision by the Trustees shall be made at the next succeeding regular Trustees' meeting following your appeal, except an appeal received within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made no later than the date of the second meeting following the Plan's receipt of the appeal. If special circumstances require a further extension of time for processing, a benefit determination will be made no later than the third meeting following receipt of the appeal. Notification of the extension shall be sent to you prior to the commencement

of the extension describing the special circumstances and the date by which the benefit determination will be made. You shall be notified of the decision of the Trustees in writing within five (5) days after the benefit determination is made or within sixty (60) days after you file your appeal, whichever is later.

Any notice of an adverse benefit determination will include (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim; (4) a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures; and (5) a statement of your right to bring an action under §502(a) of ERISA. The decision of the Board of Trustees shall be in writing.

In the event you desire additional time to present evidence in support of your appeal, you may request such additional time in writing. The Trustees shall grant your written request for additional time necessary to perfect an appeal, provided the written request is received before the Trustees issue their decision. Request for additional time and requests to submit additional information received after the Trustees' decision has been rendered shall be denied, unless the Trustees, in their sole discretion, determine that the information is material to the appeal and could not have been provided earlier.

The Trustees have full discretionary authority to interpret all Trust Agreement or Plan documents and to make all factual determinations concerning any claim or right asserted under or against the Plan or Trust Fund. In all cases, benefits under this Plan will be paid only if the Board of Trustees (or a committee of the Board) decides in its discretion that you are entitled to them.

The decision of the Board of Trustees on an appeal or the denial of an appeal after the right to review has been waived shall be final and binding upon all parties, including you. No lawsuit may be filed without first exhausting the above appeals procedure. In any such lawsuit, the determinations of the Trustees are subject to judicial review only for abuse of discretion. No legal action may be commenced or maintained against the Plan more than two (2) years after a claim has been denied.

## **Qualified Domestic Relations Orders**

### **What are the rights of a (former) divorced spouse?**

Federal law provides that in the event of divorce, your former spouse may have a right to receive some portion of your retirement benefits directly from the Plan. In connection with a divorce or property settlement agreement, a court may direct that a portion of your retirement benefit be paid to your former spouse. The Fund will recognize such a court order and make direct payments to your former spouse, only if it is a "Qualified Domestic Relations Order" ("QDRO") as required by federal law. The Fund has written procedures for notifying you of the receipt of a QDRO.

## **General Questions and Answers**

### **If I owe money, can I sign over my rights to benefits?**

No. Except in the case of a Qualified Domestic Relations Order you cannot make an assignment, a pledge, or in any way dispose of your benefit rights. Any attempt to do so is void and of no effect. This is done for your protection. To the extent permitted by law, benefit payments are not subject to garnishment or attachment.

**Can an employee receive a refund of the money paid to the Fund on his behalf by his employer?**

No. There shall be no refund of contributions.

**Must I retire when I reach a particular age?**

No. Retirement under this Plan is voluntary.

**Can I receive Social Security benefits in addition to the benefits provided by this Plan?**

Yes. Benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security.

**Can I borrow money from my Account?**

No. The Plan does not have a loan provision. You may, however, be eligible for a financial hardship distribution pursuant to the terms of the Plan.

### **Important Facts**

The following information provides important facts about the Plan that you should know.

**Plan Name:**

This Plan is known as the Teamsters Local 346 Savings & 401(k) Plan

**Plan Number:** 001

**Employer Identification Number:** 41-1872921

**Plan and Fiscal Year:** Begins January 1 and ends on December 31.

**Type of Plan:** Profit Sharing Plan

**Board of Trustees:**

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives selected by the Employers and the Unions respectively that have entered into Collective Bargaining Agreements that relate to the Plan. If you wish to contact the Board of Trustees, you may use the address and phone number below:

Board of Trustees  
Teamsters Local 346 Savings & 401(k) Plan  
2002 London Road, Suite 300  
Duluth, MN 55812  
Telephone: (218) 727-7929  
Email: [TeamstersLocal346@wilson-mcshane.com](mailto:TeamstersLocal346@wilson-mcshane.com)

The Board of Trustees is both a Plan Sponsor and Plan Administrator. As of January 1, 2016, the Trustees of this Plan are:

Union Trustees

Roderick Alstead  
Teamsters Local 346  
P. O. Box 16208  
Duluth, MN 55816-0208

Les Kundo  
Teamsters Local 346  
P. O. Box 16208  
Duluth, MN 55816-0208

Zak Radzak  
Teamsters Local 346  
P. O. Box 16208  
Duluth, MN 55816-0208

Jeff Oveson - Alternate  
Teamsters Local 346  
P.O. Box 16208  
Duluth, MN 55816-0208

Employer Trustees

Jim Tuhkanen  
Arrowhead Concrete Works, Inc.  
5572 Miller Trunk Highway  
Hermantown, MN 55811

Dennis E Jensen  
Duluth Transit Authority  
2402 West Michigan Street  
Duluth, MN 55806

**Agent for Service of Legal Process:**

If legal disputes involving the Plan arise, any legal documents should be served upon the following agent for service of legal process or upon any of the Trustees:

Timothy W. Andrew  
Andrew & Bransky P.A.  
302 West Superior Street, Suite 300  
Duluth, MN 55802-5125

**Collective Bargaining Agreements:**

This Plan is maintained pursuant to Collective Bargaining Agreements between Employers and the Union. A copy of any such agreement may be obtained by Participants and beneficiaries upon written request of the Trustees and is available for examination at the Fund Office. The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of Participants working under the Collective Bargaining Agreements.

**Source of Contribution:**

The benefits described in this booklet are provided through Employer contributions and Employee Deferrals. The amount of Employer contributions and the employees on whose behalf contributions are made are determined by the provision of the Collective Bargaining Agreement.

**Additional Information**

**General Information:**

The Board of Trustees determines the rules and regulations of the Plan. By amendment, the Board of Trustees can change the terms, conditions or benefits of the Plan. The Trustees have discretionary authority to determine eligibility for benefits and to construe the terms of the Plan, including doubtful or disputed provisions. No Employer or Union representative has the authority to interpret the Plan or give advice that is binding on the Board of Trustees.

Your pension rights are governed by the legal Plan Document as amended from time-to-time. You must refer to the full text of the Plan to answer any specific questions. If any inconsistencies exist between this booklet and the full text of the provisions of the Plan, as amended from time-to-time, the full Plan Document shall prevail.

### **Amendment Or Termination**

Although the Plan is intended to be permanent, the Board of Trustees can amend or terminate the Plan at any time. If the Plan is terminated, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all benefits will be distributed in a lump sum or as a deferred annuity purchased from an insurance company to guarantee payment of a monthly pension at Normal Retirement Age. Should the Plan ever be amended or terminated, each Participant (and any beneficiary receiving benefits) will be notified in writing.

The retirement Plan is a profit sharing plan and is not the type of plan permitted to be insured or guaranteed by the Pension Benefit Guaranty Corporation,

## **STATEMENT OF ERISA RIGHTS**

---

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 Participants (1) are entitled to examine without charge at the Fund Office and at other specified locations (such as work-sites and union halls) all Plan documents, collective bargaining agreements and copies of all Plan documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan objectives; (2) are entitled to obtain copies of all Plan documents and other information upon written request to the Administrator (who may make a reasonable charge for the copies); (3) are entitled to receive a summary of the Plan's annual financial report and a copy of the Administrator's summary annual report; and (4) are entitled to obtain a statement telling if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working 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 pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided free of charge.

ERISA also imposes duties upon the people responsible for the operation of the plan. These people, called fiduciaries, have a duty to operate the Plan prudently and in the interest of all Participants. No one, including the Employer, a union, or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a pension benefit or from exercising your ERISA rights. If your claim is denied in whole or part, you must receive a written explanation, and you have the right to have the Plan review and reconsider your claim.

There are steps you can take to enforce your ERISA rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in federal court. If fiduciaries misuse the Plan's money or if you are discriminated against for asserting your ERISA rights, you may seek help from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you win your suit, the court may order the person you sued to pay the costs and fees. If you lose your suit, the court may order you to pay the costs and fees, if, for example, the court finds that your claim was frivolous. If you have questions about the Plan, contact the Administrator. If you have questions about this statement or about your ERISA rights, contact the nearest Area 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.