

# Minneapolis Retail Meat Cutters & Food Handlers Pension Plan

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## Summary Plan Description

Amended and Restated as of November 1, 2021



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**MINNEAPOLIS RETAIL MEAT CUTTERS  
AND FOOD HANDLERS PENSION PLAN**

**SUMMARY PLAN DESCRIPTION**

**UPDATED AS OF NOVEMBER 1, 2021**

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## **MINNEAPOLIS RETAIL MEAT CUTTERS AND FOOD HANDLERS PENSION PLAN**

### **To All Employees:**

We all look forward to retirement and having more time to pursue our interests. But preparing for retirement takes years of careful financial planning and sound investment decisions.

The Minneapolis Retail Meat Cutters and Food Handlers Pension Plan (this "Plan") was designed to provide you with a solid foundation on which you can build your retirement income. You will receive a monthly benefit if you retire or leave Covered Service after qualifying for a benefit. Generally, the more service you have, the more the Plan will pay. The Plan also pays benefits if you are disabled or if you die before retirement. Those benefits depend on your age, marital status, and length of service.

Although the Plan is closed to new participants and additional benefit accruals have ceased, the Trustees continue to administer the Plan for the purpose of providing accrued benefits to eligible Participants and Beneficiaries. If you are a Participant with accrued Plan benefits, this Summary Plan Description ("Summary") describes your Plan retirement benefits and explains how the Plan works in terms that are easy to understand. It is based on official legal documents, such as the Plan Document and the Trust Agreement. All Trustee actions amending your Plan effective through November 1, 2021 are incorporated. Every attempt has been made to accurately summarize these legal documents, however, if inconsistencies between this Summary and the legal documents governing the Plan arise, the legal documents will always govern.

Because your retirement benefits are one of the most important aspects of your financial planning, we encourage you to take the time to read this entire Summary booklet and understand your Plan. Have your family and/or Beneficiaries read this Summary as well, so they are aware of your retirement benefits and any benefits they may be entitled to receive after your death. After you have read this Summary, please keep it in a safe place for future reference.

If you have any questions about your retirement benefits, please contact the Fund Office for assistance. The Fund Office can give you the most current, accurate information available about your benefits. You can find the Fund Office's contact information on the next page.

Yours sincerely,

The Board of Trustees

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## SECTION 1 DEFINITIONS

When used in this Summary Plan Description with initial capital letters, the following words have the following meanings.

**1.1. Actuarial Equivalent or Actuarially Equivalent.**“Actuarial Equivalent” or “Actuarially Equivalent” means a benefit having the same value as the benefit for which it is substituted, as determined by a qualified actuary, based upon:

- A. Actuarial assumptions and methods established by the Plan; or
- B. Appropriate assumptions and methods commonly used within the actuarial industry as determined by the actuary.

The technical details about the Plan's methods for determining whether a benefit is Actuarially Equivalent can be found in the Plan Document. The rules underlying a determination of Actuarial Equivalence are complex, and the numbers involved in making these calculations may change from time to time in accordance with federal laws governing Actuarial Equivalence calculations. Please contact the Fund Office for more information if you have any questions about this term.

**1.2. Beneficiary.**“Beneficiary” means any person, trust, organization, or estate entitled to receive benefit payments under the terms of the Plan upon the death of a Participant.

**1.3. Benefit Commencement Date.**“Benefit Commencement Date” means the first date on which the Plan may pay you a benefit. You may have more than one Benefit Commencement Date if you are eligible for multiple benefits. The Plan may pay you a benefit after your Benefit Commencement Date if you properly elect to defer benefits or the Plan otherwise permits a later first payment.

**1.4. Break in Service.**On and after March 1, 1976, a “Break in Service” is a Plan Year during which you fail to complete or be credited with at least 425 Hours of Service. Absences under any of the following conditions will not be counted as a Break in Service:

- A. Absence from work four or more weeks on an approved leave of absence while totally disabled due to illness or injury;
- B. Absence from work due to a partial disability for which you receive Credited Service;
- C. Leave of absence for serving in the military for which you receive Credited Service; or
- D. For Plan Years beginning on or after March 1, 1987, absence from work:
  - 1. Due to your pregnancy;
  - 2. Due to the birth of your child;
  - 3. Due to the placement of a child with you or the adoption of a child by you (including placement for a trial period before adoption); or

4. For the purpose of caring for such child immediately following the birth or placement.

In order for credit to be given, you must furnish the Fund Office with information required to establish the reason for the absence from work and the number of days of absence involved. For Break in Service purposes only, up to a maximum of 501 Hours of Service may be credited. However, these hours will not count toward benefit calculation. Credit will be given only for the year in which such absence begins solely to prevent a one-year Break in Service.

For Years of Service before March 1, 1976, the Break in Service rules in effect under the Plan at the time of that Year of Service will apply.

**1.5. Code.**

"Code" means the Internal Revenue Code of 1986, as amended.

**1.6. Collective Bargaining Agreement.**

"Collective Bargaining Agreement" means a legal contract between a Contributing Employer and the Union parties to the Trust Agreement, which requires employer contributions to the Pension Fund.

**1.7. Contiguous Noncovered Service.**

"Contiguous Noncovered Service" means service for a Contributing Employer occurring on or after March 1, 1976 that:

- A. Is not Covered Service;
- B. Immediately precedes or immediately follows a period of Covered Service with the same Contributing Employer with no quit, discharge, or retirement between the Covered Service and Contiguous Noncovered Service; and
- C. Is reported to the Plan by the Participant in a form acceptable to the Trustees and is supported by other evidence and documentation acceptable to the Trustees.

Contiguous Noncovered Service will be counted only for purposes of determining the vesting of your accrued benefit and your eligibility to participate in the Plan but will not count toward increasing your retirement benefit.

**1.8. Contributing Employer.**

"Contributing Employer" means employers who are required to pay contributions to the Pension Fund on behalf of their Employees according to Collective Bargaining Agreements or other approved written agreements. Also, for the purpose of making contributions to the Pension Fund, the Union, the Trustees, and the Plan Administrator are considered the Contributing Employer of their Employees.

**1.9. Covered Service.**

“Covered Service” means service with a Contributing Employer for which the Contributing Employer, in a Collective Bargaining Agreement or other approved written agreement, has agreed to contribute to the Pension Fund. Covered Service does not include Contiguous Noncovered Service, though. (See the definition of “Contiguous Noncovered Service” above.)

**1.10. Credited Service.**

“Credited Service” means the sum of all Covered Service, except where Hours of Service are creditable under more than one section of this Summary, in which case any of those Hours of Service are only counted once for purposes of determining Credited Service.

**1.11. Deferred Retirement Date.**

“Deferred Retirement Date” means your actual retirement date, if you retire after your Normal Retirement Date.

**1.12. Disability Retirement Benefit.**

The Disability Retirement Benefit is described in Section 5.5 below.

**1.13. Early Retirement Age.**

“Early Retirement Age” is age 52.

**1.14. Early Retirement Benefit.**

The Early Retirement Benefit is described in Section 5.2 below.

**1.15. Early Retirement Date.**

“Early Retirement Date” means the earliest date you, as a Participant, may become eligible for the Early Retirement Benefit. For purposes of this Plan, your Early Retirement Date will be the first day of the month between the date you attain Early Retirement Age and your Normal Retirement Date.

**1.16. Employee.**

An “Employee” is a person represented by the Union who is employed by a Contributing Employer for whom the Contributing Employer is required to make contributions to the Pension Fund.

The term “Employee” also includes certain other employees (such as officers or employees of the Union, the Pension Fund, or the Plan Administrator) or an employee not represented by the Union but who is employed by a Contributing Employer) if their employers have agreed to contribute to the Pension Fund on their behalf.

**1.17. ERISA.**

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

**1.18. Full-Time Employment.**

- A. Before March 1, 1977, "Full-Time Employment" meant at least 25 hours of work each week (excluding Sunday hours).
- B. Effective March 1, 1977, "Full-Time Employment" means at least 32 hours of work each week (excluding Sunday and holiday hours). But if you are on the four, 10-hour workweek schedule, "Full-Time Employment" means at least 30 hours of work each week (excluding Sunday and holiday hours).
- C. If Full-Time Employment is defined differently by the Collective Bargaining Agreement in effect when a Contributing Employer's contributions are made to the Pension Fund on an Employee's behalf, then the definition of "Full-Time Employment" in that Collective Bargaining Agreement is used instead of the definitions above.

**1.19. Future Service.**

"Future Service" is defined in Section 4.1.B below.

**1.20. Hour of Service.**

"Hour of Service" is each hour for which your Contributing Employer directly or indirectly compensates you. Credit will be given for vacations, holidays, sick leaves, incapacity, layoffs, periods of jury or military duty, and paid leaves of absence, as determined in accordance with Section 2530.200b-2(b) and (c) of the Department of Labor's Regulations for Minimum Standards for Employee Pension Benefit Plans. Credit also will be given for hours for which you receive back pay from a Contributing Employer. However, you will not be credited with Hours of Service with respect to a paid absence:

- A. To the extent that payment solely reimburses you for medical or medically related expenses or is made under a plan of worker's compensation, unemployment compensation, or disability insurance required by law; or
- B. That exceeds 501 hours with respect to any single continuous period of absence.

**1.21. Modified Thirty Year Retirement Benefit.**

The Modified Thirty Year Retirement Benefit is described in Section 5.8 below.

**1.22. Normal Retirement Age.**

"Normal Retirement Age" is age 62.

**1.23. Normal Retirement Benefit.**

The Normal Retirement Benefit is described in Section 5.1 below.

**1.24. Normal Retirement Date.**

"Normal Retirement Date" means the earliest date you, as a Participant, may become eligible for the Normal Retirement Benefit. Normal Retirement Date is the first day of the

month coinciding with or next following either the date you attain Normal Retirement Age or, if later, the date you satisfy the eligibility requirements for the Normal Retirement Benefit.

**1.25. Participant.**

“Participant” means any Employee or former Employee who is or may become eligible to receive a benefit from this Plan or whose Beneficiaries may be eligible to receive benefits.

**1.26. Part-Time Employment.** Before March 1, 1977, “Part-Time Employment” meant less than 25 hours of work per week (excluding Sunday and holiday hours).

B. Effective March 1, 1977, “Part-Time Employment” means less than 32 hours of work each week (excluding Sunday and holiday hours).

C. If Part-Time Employment is defined differently by the Collective Bargaining Agreement in effect when a Contributing Employer's contributions are made to the Pension Fund on an Employee's behalf, then the definition of Part-Time Employment in that Collective Bargaining Agreement is used instead of the definitions above.

**1.27. Past Service.**

"Past Service" is defined in Section 4.1.A below.

**1.28. Pension Fund.**

“Pension Fund” means the trust fund set up for the purpose of providing retirement benefits to Participants and Beneficiaries in the Plan.

**1.29. Plan.**

“Plan” means the benefits as explained in the Plan Document entitled “Minneapolis Retail Meat Cutters and Food Handlers Pension Fund,” adopted by the Trustees, as amended from time to time.

**1.30. Plan Year.**

“Plan Year” means the 12-consecutive month period beginning on March 1 and ending on the last day of the following February.

**1.31. Required Beginning Date.**

"Required Beginning Date" is defined in Section 11.2 below.

**1.32. Special Early Retirement Benefit.**

The Special Early Retirement Benefit is described in Section 5.3 below.

**1.33. Spouse.**

“Spouse” means an individual who is the legally recognized spouse of a Participant under the laws of the state in which the marriage was established. A certified copy of your marriage certificate or other documentation substantiating status as a Spouse may be required to be on file with the Fund Office before an individual will be recognized as your Spouse.

**1.34. Thirty Year Retirement Benefit.**

The Thirty Year Retirement Benefit is described in Section 5.7 below.

**1.35. Total and Permanent Disability.**

**A. Disability Retirement Benefit Commencing On or After May 2, 2010.**

“Total and Permanent Disability” means a total and permanent disability as established by the receipt of an official written determination of the Social Security Administration that you suffer from a physical or mental condition that qualifies you for disability benefits under the federal Social Security Act, as now enacted or as may be amended, or that would qualify you after the expiration of any waiting period for the benefit. The Trustees may require you to submit documentation in addition to the written determination of the Social Security Administration to assist the Trustees in determining your eligibility for the Disability Retirement Benefit.

In addition, the Trustees may require you to undergo one or more examinations by one or more Doctors of Medicine of the Trustees’ choosing, at the Plan’s expense, if the Trustees are unable to determine from the Social Security award whether:

1. A Total and Permanent Disability exists or continues to exist; or
2. The award qualifies you for the Disability Retirement Benefit.

The Trustees may not require more than one medical examination per Plan Year.

**B. Disability Retirement Benefit Commencing Before May 2, 2010.**

For a Disability Retirement Benefit commencing before May 2, 2010, the terms of the Plan Document in effect at that time apply.

**1.36. Trust Agreement.**

“Trust Agreement” means the Agreement and Declaration of Trust establishing the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund executed April 19, 1961, as it may be amended from time to time.

**1.37. Trustees.**

“Trustees” means the Board of Trustees appointed by the Union and Contributing Employers to manage the Pension Fund’s operations according to powers and duties set forth in the Trust Agreement. The Board of Trustees is the Plan Sponsor and collectively

will be the "administrator" of the Plan as that term is used in ERISA, although the Trustees have delegated Plan administration functions to the Plan Administrator.

**1.38. Union.**

The term "Union" means:

- A. The United Food and Commercial Workers Union District Local 663 and the Food Handlers Division of District Local 663, Section A (including any predecessor Unions, including District Local 653-653A and 1161);
- B. Any other Local Union which is or may become a part of District Local 663-663A; and
- C. Any Local Union that represents Employees of any employer who is required to become a Contributing Employer to this Plan.

**1.39. Vested Retirement Benefit.**

The Vested Retirement Benefit is described in Section 5.6 below.

**1.40. Year of Service.**

"Year of Service" means:

- A. For eligibility purposes, a 12-month period during which you complete at least 1,000 Hours of Service. This is measured beginning on the start date of your employment with a Contributing Employer and on each anniversary date of your start date. If you do not complete 1,000 Hours of Service during the first 12-month period, though, then the measurement period changes to the Plan Year that includes your one-year employment anniversary date, and following that Plan Year, the 12-month period for measuring your Hours of Service continues to be based on the Plan Year, rather than your employment anniversary date. (For eligibility purposes, any hour of Contiguous Noncovered Service is treated as an "Hour of Service" if it would be an "Hour of Service" except for the fact that it is Contiguous Noncovered Service rather than Covered Service.)
- B. For vesting purposes, a consecutive 12-month period (usually, the Plan Year) during which you complete at least 1,000 Hours of Service. There is an exception to the Plan Year rule for vesting purposes, if you complete a Year of Service for eligibility purposes in your first 12 months of service, even if the 1,000 Hours of Service are not all completed in the first or second Plan Year. (For vesting purposes, any hour of Contiguous Noncovered Service is treated as an "Hour of Service" if it would be an "Hour of Service" except for the fact that it is Contiguous Noncovered Service rather than Covered Service.)
- C. For benefit accrual purposes, a consecutive 12-month period that is based on the Plan Year, during which you complete at least 1,000 Hours of Service (prorated for Credited Service). Hours of Service for benefit accrual purposes do not include Contiguous Noncovered Service.



- D. Before May 2, 2010, the number of Hours of Service in Section 1.40.A—C above is 850, rather than 1,000 (prorated over the first Plan Year when the change is effective, March 1, 2010, through February 28, 2011).

**SECTION 2 PARTICIPATION**

**2.1. Initial Participation.**

No Employees will become initially eligible to participate in the Plan on or after January 1, 2019.

Before January 1, 2019, you could become a Participant according to one of the following rules:

- A. If you were a Participant in the Plan before March 1, 1976, you could become a Participant according to the rules of the Plan that were in effect at that time.
- B. If you were employed on or after March 1, 1976, you could become a Participant immediately on the date when your Employment in Covered Service with a Contributing Employer begins.

**2.2. Termination of Participation.**

If you incur a permanent Break in Service, as described in Section 4.4 below (Effect Of A Break In Service), your participation may be terminated.

**2.3. Reinstatement of Participation.**

If you have lost status as an active Participant because of a “permanent Break in Service”, you may be reinstated by completing a Plan Year in which you perform 1,000 or more Hours of Service. For more information, see Section 4.4 below (Effect Of A Break In Service) regarding when your participation in the Plan will terminate.

**2.4. Additional Employees Eligible for Participation.**

An Employee of the Union, the Trustees, or the Plan Administrator is also eligible to participate in the Plan if the Employee's participation was approved by the Trustees in writing and the Plan received the applicable contribution amount, unless his or her Contributing Employer makes contributions on the Employee's behalf to any other retirement plan (other than Social Security).

**2.5. Limitations of Participation.**

Any person whose inclusion in the Plan, in the Trustees' discretion, might impair the tax-exempt status of the Plan and the Pension Fund, or contributions to the Pension Fund, will not be allowed to participate in this Plan.

### SECTION 3 ELIGIBILITY

To be eligible to start receiving retirement benefits under the Plan, you must be retired (as defined below), you must satisfy the eligibility and age requirements set forth in this section, and you must file a completed application for benefits with the Plan Administrator.

#### 3.1. Definition of Retired.

To be considered “retired” for purposes of the Plan, you must have completely severed your employment relationship with all Contributing Employers.

You will be determined to be “retired” as of the first day of the calendar month following:

- A. The complete severance of your employment relationship with all Contributing Employers and the application of all paid time and unused vacation and holiday pay following the severance, regardless of any other apportionment of paid time and vacation and holiday pay agreed to by you and the Contributing Employer; and
- B. The day you complete and file an application for retirement benefits with the Plan Administrator.

#### 3.2. Normal Retirement Benefit Eligibility.

Your eligibility for the Normal Retirement Benefit depends on when you first became eligible to participate in the Plan.

- A. If you first became eligible to participate in the Plan on the date your employer became a Contributing Employer, to be eligible for the Normal Retirement Benefit:
  1. You must have one year of Future Service; and
  2. You must have attained Normal Retirement Age.
- B. If you first became eligible to participate in the Plan after the date your employer became a Contributing Employer, to be eligible for the Normal Retirement Benefit:
  1. You must have:
    - a. Ten years of Future Service if you did **not** accrue at least one Hour of Service on or after March 1, 1998; or
    - b. Five years of service if you accrued one or more Hours of Service on or after March 1, 1998; and
  2. You must have attained Normal Retirement Age.

However, if you became Totally and Permanently Disabled while working for a Contributing Employer and remained disabled until your Normal Retirement Date, you are entitled to the Normal Retirement Benefit if you have at least five years of Future Service.

**3.3. Early Retirement Benefit Eligibility.**

Your eligibility for the Early Retirement Benefit depends on when you first became eligible to participate in the Plan.

- A. If you first became eligible to participate in the Plan on the date your employer became a Contributing Employer, to be eligible for the Early Retirement Benefit:
  - 1. You must have 15 years of Credited Service, at least three of which were Future Service; and
  - 2. You must have reached Early Retirement Age.
- B. If you first became eligible to participate in the Plan after the date your employer became a Contributing Employer, to be eligible for the Early Retirement Benefit:
  - 1. You must have 15 years of Credited Service, at least 10 of which were Future Service; and
  - 2. You must have reached Early Retirement Age.

**3.4. Disability Retirement Benefit Eligibility.**

Your eligibility for the Disability Retirement Benefit depends on when you first became eligible to participate in the Plan.

- A. If you first became eligible to participate in the Plan on the date your employer became a Contributing Employer, to be eligible for the Disability Retirement Benefit:
  - 1. You must have 15 years of Credited Service, at least five of which were Future Service;
  - 2. You must provide a determination that you are Totally and Permanently Disabled as defined in Section 1.34 above (Total And Permanent Disability); and
  - 3. Your Total and Permanent Disability must have occurred while you were in Covered Service.
- B. If you first became eligible to participate in the Plan after the date your employer became a Contributing Employer, to be eligible for the Disability Retirement Benefit:
  - 1. You must have 15 years of Credited Service, at least 10 of which were Future Service;
  - 2. You must provide a determination that you are Totally and Permanently Disabled as defined in Section 1.34 above (Total And Permanent Disability); and

3. Your Total and Permanent Disability must have occurred while you were in Covered Service.

Your eligibility for the Disability Retirement Benefit will end on your Normal Retirement Date. You will then become eligible to receive the Normal Retirement Benefit if you satisfy the Plan's eligibility requirements for the Normal Retirement Benefit, including completing your application for retirement benefits and the Trustees' approval of your application. Your eligibility for the Disability Retirement Benefit will also end when you recover from your Total and Permanent Disability, if your recovery occurs before your Normal Retirement Date.

**3.5. Thirty Year Retirement Benefit Eligibility and Modified Thirty Year Retirement Benefit Eligibility .**

The Thirty Year Retirement Benefit and Modified Thirty Year Retirement Benefit were eliminated for all Participants who did not have at least 30 years of Credited Service for benefit accrual purposes as of February 28, 2019.

No Hours of Service performed on or after February 28, 2019 are taken into account for purposes of satisfying the eligibility requirements for the Thirty Year Retirement Benefit and Modified Thirty Year Retirement Benefit.

Participants who had 30 years of Credited Service for benefit accrual purposes as of February 28, 2019 remain eligible for the Thirty Year Retirement Benefit or Modified Thirty Year Retirement Benefit with respect to their Normal Retirement Benefit accrued through February 28, 2019.

The Thirty Year Retirement Benefit and the Modified Thirty Year Retirement Benefit are only available to Participants who first became eligible to participate in the Plan on or before May 1, 2010. Determining which Thirty Year Retirement Benefit you are eligible for depends on when you earned your Credited Service and whether you had a one-year Break in Service on or after March 1, 2013.

**A. Thirty Year Retirement Benefit Eligibility.**

Subject to the rules above, you will be eligible for the Thirty Year Retirement Benefit if:

1. You first became eligible to participate in the Plan on or before May 1, 2010;
2. You have not attained your Normal Retirement Age;
3. You accrued 30 years of Credited Service in Covered Service on or before February 28, 2019; and
4. You either:
  - a. Did not have a one-year Break in Service on or after March 1, 2013; or
  - b. Incurred a one-year Break in Service that began on or after March 1, 2013 before accruing 30 years of Credited Service, but

accrued at least 30 years of Credited Service after your final one-year Break in Service that began on or after March 1, 2013.

**B. Modified Thirty Year Retirement Benefit Eligibility.**

Subject to the rules above, you will be eligible for the Modified Thirty Year Retirement Benefit instead of the Thirty Year Retirement Benefit if:

1. You first became eligible to participate in the Plan on or before May 1, 2010;
2. You have not attained your Normal Retirement Age;
3. You have accrued 30 years of Credited Service in Covered Service on or before February 28, 2019;
4. Before accruing 30 years of Credited Service, you incurred a one-year Break in Service that began on or after March 1, 2013; and
5. You did **not** accrue at least 30 years of Credited Service after your final one-year Break in Service that began on or after March 1, 2013.

For purposes of Thirty Year Retirement Benefit eligibility and Modified Thirty Year Retirement Benefit eligibility, a Break in Service is not subject to Section 4.4.A below (Effect of a Break in Service: Generally) and excludes Breaks in Service caused by an involuntary layoff or a permanent closing of a facility.

## **SECTION 4 FACTORS THAT DETERMINE BENEFITS**

The amount of your retirement benefit under the Plan is based on the following criteria:

- Credited Service for eligibility purposes;
- Credited Service for benefit determination;
- Credited Service for vesting purposes;
- Effect of a Break In Service;
- Benefit rate;
- Rules governing benefit levels; and
- The existence of any Qualified Domestic Relations Orders related to your Plan retirement benefit.

### **4.1. Credited Service.**

You receive Credited Service based on your hours worked in Covered Service for a Contributing Employer. Credited Service also is given for Past Service as described in Section 4.1.A below (Past Service) below. Years of Credited Service are used in determining your eligibility for retirement benefits and the amount of your retirement benefit. For more information, see Section 3 above (Eligibility).

Your Credited Service is equal to the sum of your Past Service, Future Service, Credited Service accrued during a period of partial disability, and Credited Service accrued during military service.

#### **A. Past Service.**

Past Service is service performed under a Collective Bargaining Agreement or other approved written agreement before the date on which the Plan was established or your employer became a Contributing Employer. The date on which contributions began may vary from one part of the industry to another. The maximum amount of Past Service allowable is 20 years.

1. Participants who were represented by or were salaried or clerical employees of former Local 653-653A or the Trustees who were employed and met the eligibility requirements on March 1, 1960 for full-time employees and March 1, 1977 for part-time employees will receive Past Service credit for each week of Full-Time Employment or Part-Time Employment, as applicable, before such date, as long as the service was in an occupation covered under the Collective Bargaining Agreement or other approved written agreement.
2. Participants who were employed and met the eligibility requirements on the date their employer became a Contributing Employer will receive Past Service credit for each week of Full-Time Employment or Part-Time Employment before the Contributing Employer's required contribution date.

The service must have been covered by a Collective Bargaining Agreement or other approved written agreement to be credited as Past Service.

3. Participants who were employed by an employer who was a party to a Collective Bargaining Agreement with former Local 615 immediately before its merger with former Local 653 are granted Past Service credit for their last continuous period of employment under a Local 615 contract before the merger, but only if the Employee was employed under a Local 615 Collective Bargaining Agreement on the date of the merger and remained so employed continuously through the date on which his or her employer became a Contributing Employer. However, past service performed while covered under a Collective Bargaining Agreement with former Local 653-653A or other approved written agreement before the date the Participant became a member of former Local 615 or 653B will not be credited as Past Service unless:
  - a. The Participant has a vested right according to the vesting provisions of the Plan in effect at the time of the termination; or
  - b. The transfer between District Local 653-653A and former Local 615 or 653B was made within a 26-week period and both employers were Contributing Employers at the time of the transfer. The granting of Past Service credit by this provision will not repair a Break in Service that the Employee otherwise would have had.

The Trustees recognize that obtaining reliable records of employment for periods in which you may be entitled to Past Service may be difficult or impossible. Therefore, Past Service will be determined on the basis of the best available evidence, which may be obtained from employer records, Social Security records, Union records, or other evidence found acceptable to the Trustees. The decision of the Trustees as to the amount of Past Service granted to any Employee will be final and binding.

**B. Future Service.**

Future Service means service performed under a Collective Bargaining Agreement or other approved written agreement on and after the date on which employer contributions began. The date on which employer contributions began may vary from one part of the industry to another.

1. Before March 1, 1976, you will receive Future Service credit for each week for which an employer contribution was made on your behalf, before your 65th birthday.
2. On and after March 1, 1976, all hours of Covered Service earned before your 70th birthday will be credited to you. If you earned at least one hour of Covered Service on or after March 1, 1989, all hours of Covered Service earned after February 29, 1976 will be credited to you regardless of your age.



**C. Injury or Disease.**

If you are absent from work for more than four consecutive weeks because of injury or disease and you collect worker's compensation or are given an approved leave of absence, you may receive Credited Service starting on the first day of the fifth week of such absence, up to a maximum of 26 weeks in your lifetime.

**D. Partial Disability.**

If you are partially disabled, you may be eligible for Credited Service if:

1. You become partially disabled at a time when you are a regular Employee in Full-Time Employment and are 100% vested (see Section 4.3 below (Credited Service for Vesting Purposes) for more information);
2. You continue to work in Part-Time Employment; and
3. Contributions to the Pension Fund are made on your behalf in accordance with the Collective Bargaining Agreement in effect at the time the partial disability begins.

**E. Military Service.**

You must notify the Trustees in writing before or upon entry into military service. For purposes of this section, military service includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and absence from work for an examination to determine a person's fitness to perform any of these duties in the uniformed services, though not extending for a period of more than five years. Uniformed services include the Army, Navy, Air Force, Marine Corps, or Coast Guard; reserve units of these groups; the Army and Air National Guards; the Commissioned Corps of the Public Health Service; and any other category of persons designated by the President in time of war or emergency.

1. Credited Service may be granted to you for military service if:
  - a. You enter military service within 90 days from your last date of employment in the industry;
  - b. You return to employment in the industry within 90 days of discharge from the uniformed services for such period of military service;
  - c. You are re-employed for at least one year; and
  - d. You received an honorable discharge from military service.
2. If your military service ended on or after October 13, 1998, you will be entitled to Credited Service and vesting service (and will not experience a Break In Service as a result of military service) if you return to work for a Contributing Employer following an honorable discharge within the following time limits:

- a. If you were in military service for less than 31 days, you must return to work on the next regularly scheduled work day following an eight-hour period after discharge.
- b. If you were in military service for 31 to 180 days, you must return to work within 14 days of discharge.
- c. If you were in military service for more than 180 days, you must return to work within 90 days of discharge.

You may be granted an extension to these time limits under federal law if you suffered a military service-connected injury or illness.

3. If you return to employment with a Contributing Employer, you must:
  - a. Provide the Trustees a copy of your discharge papers within 14 days of returning to work,, which must indicate the date of induction, the date of discharge or termination of duty, and whether or not the discharge was honorable; and
  - b. Notify the Trustees if you have returned to work with a different Contributing Employer than the one you were employed by at the time of your entry into military service.

You must have received an honorable discharge to be eligible for benefits.

The amount of Credited Service granted to you upon return from military service will be determined by multiplying the total period of military service (stated in weeks and decimal portions of weeks) by the weekly average number of Hours of Service you worked for all Contributing Employers in the 12-consecutive month period immediately before your entry into military service. If you are employed by Contributing Employers for less than 12 months before entering military service, the weekly average hours worked will be calculated over that shorter period.

Beginning January 1, 2007, if you die while in military service, you will be treated as if you had returned to employment with a Contributing Employer immediately before your death. You will be granted Credited Service and vesting service (and will not experience a Break in Service as a result of your military service) from the date you entered military service up to the date of your death.

#### **4.2. Credited Service for Benefit Determination.**

All benefit accruals under the Plan were eliminated for all hours of Covered Service performed on or after February 28, 2019.

The amount of the benefit that is payable to you upon your termination of employment is based on the number of years of Credited Service you accumulated before that date. Hours of Credited Service are used to determine years of Credited Service in accordance with this Section 4.2 above.

- A. A complete year of Credited Service will be 2,000 hours of Credited Service in any Plan Year. No more than one year of Credited Service can be earned during any Plan Year.
- B. A partial year of Credited Service will be granted on a prorated basis for Plan Years with less than 2,000 hours and will be calculated by dividing the number of hours of Credited Service earned in such Plan Year by 2,000. However, except in Plan Years during which you started or terminated employment and for the Plan Year March 1, 2010 through February 28, 2011, no partial years of Credited Service will be granted for a Plan Year:
  - 1. If you have less than 1,000 hours of Credited Service (for Hours of Service earned on or after May 2, 2010); or
  - 2. If you have less than 850 hours of Credited Service (for Hours of Service earned on or before May 1, 2010).
- C. From and after March 1, 1976, Credited Service will be granted for each hour of Future Service performed in a Plan Year.
- D. You will receive a complete year of Credited Service (2,000 hours) for each Plan Year before March 1, 1976 during which you are credited with 32 or more weeks of Future Service or verifiable Past Service in Full-Time Employment.
- E. If you do not receive Credited Service under the preceding Section 4.2.D above, you still may receive Credited Service as follows:
  - 1. For each week of verifiable Past Service or Future Service in Full-Time Employment, 40 hours of Credited Service will be credited; and
  - 2. For each week of verifiable Past Service or Future Service in Part-Time Employment, 20 hours of Credited Service will be credited.

You will not receive Credited Service for Past Service in Part-Time Employment if your employer was not required to contribute to the Pension Fund on behalf of its Employees employed in Part-Time Employment.

**4.3. Credited Service for Vesting Purposes.**

You receive Credited Service for vesting purposes based on your hours worked in Covered Service. In addition, certain periods of employment under a collective bargaining agreement before the establishment of the Plan and Contiguous Noncovered Service occurring on or after March 1, 1976, will be counted as Credited Service for vesting purposes but not as Credited Service for benefit accrual calculations. Years of Credited Service for vesting purposes are used in determining your eligibility for a retirement benefit, and you can only earn years of Credited Service for vesting purposes on a whole-year (12-month) basis. Unlike Credited Service for benefit determination purposes, you cannot earn partial years of Credited Service for vesting purposes.

In computing Credited Service for vesting purposes, a Year of Service on or after May 2, 2010 means a Plan Year in which you have completed at least 1,000 Hours of Service. Before May 2, 2010, a Year of Service meant a Plan Year in which you completed

at least 850 Hours of Service. The change in the Hours of Service requirement is prorated over the first Plan Year in which the change was effective: March 1, 2010, through February 28, 2011.

For vesting purposes, Contiguous Noncovered Service will not be a Break in Service and will count toward your years of Credited Service. Contiguous Noncovered Service will not count toward your retirement benefit amount.

Although no new participants are permitted to enter the Plan on or after January 1, 2019, and no additional benefit accruals will be granted for Credited Service as of February 28, 2019, your Credited Service for vesting purposes will continue in effect after that date.

Your benefits will be 100% vested (non-forfeitable) upon:

- A. Your Early Retirement Date, Normal Retirement Date, or Deferred Retirement Date;
- B. The date of your retirement caused by Total and Permanent Disability;
- C. The complete or partial termination of the Plan;
- D. Your termination of employment with five or more Years of Service for vesting purposes, if:
  - 1. You are a non-bargaining unit Employee (such as an officer or Employee of the Union, Pension Fund, or Plan Administrator) on whose behalf employer contributions are required to be made to the Pension Fund, and you earned at least one Hour of Service after March 1, 1989 (whether or not the vesting service was accrued as an "Employee") (effective March 1, 1989); or
  - 2. You accrue at least one Hour of Service on or after March 1, 1998 (effective March 1, 1998); or
- E. Your termination of employment with 10 or more Years of Service for vesting purposes.

If the Trustees amend the Plan's vesting rules, your benefits that have vested (become non-forfeitable) up to either the date the change is adopted or the date the change becomes effective (whichever is later), will remain vested.

In addition, effective March 1, 1989, if you have earned at least three years of Credited Service for vesting purposes and the Trustees amend the Plan's vesting rules, you may elect to have your accrued benefits continue to be determined under the old vesting rules (rather than the new rules) if you contact the Fund Office to make that election in writing during an election period beginning on the date that the Trustees adopt the Plan amendment and ending no later than the latest of the following dates: 60 days after the date the change is adopted by the Trustees, 60 days after the date the change becomes effective, or 60 days after your Contributing Employer or the Plan Administrator notifies you of the change.

**4.4. Effect of a Break In Service.**

**A. Generally.**

As of March 1, 1987, if you are not vested at the time of a Break in Service, then prior Years of Service are forfeited if the number of your consecutive one-year Breaks in Service equals or exceeds the greater of five or the total number of your Years of Service before the Break in Service. This is called a “permanent Break in Service.”

Your years of service that were forfeited under the Break in Service provision in effect before March 1, 1987, will remain forfeited.

**B. Thirty Year Retirement Benefit and Modified Thirty Year Retirement Benefit.**

A Break in Service may have a different effect on your eligibility for the Thirty Year Retirement Benefit and Modified Thirty Year Retirement Benefit. A Break in Service under this Section 4.4.B excludes Breaks in Service caused by an involuntary layoff or the permanent closing of a facility.

For more information, see Section 3.5 above (Thirty Year Retirement Benefit Eligibility And Modified Thirty Year Retirement Benefit Eligibility).

**4.5. Benefit Rate.**

The benefit rate in effect as of your Normal Retirement Date will be determined as follows:

- A. If you terminate employment in Covered Service before March 1, 1976, your rate of benefits will be determined by the Plan in effect at the time of your termination;
- B. If your termination date is between March 1, 1976, and February 28, 1977, the benefit will be \$8.00 per year of Credited Service; or
- C. If your termination date is on or after March 1, 1977, the benefit rate will be your years of Credited Service multiplied by the benefit rate corresponding to the highest contribution level that you had during your career, unless the employer contribution level decreased from its highest level before your retirement. If your contribution level decreased, then your Credited Service earned before or at the highest level still will be computed at the highest level, but Credited Service earned after the decrease in the contribution level will be multiplied by the benefit rate corresponding to the actual contribution level for that Credited Service.

1. For purposes of benefit calculations, the benefit rates corresponding to employer contribution levels are represented in the following Table:

<b>APPLICABLE BENEFIT RATES ("ABR") FOR NORMAL RETIREMENT BENEFITS (ALL DATES BEFORE MARCH 1, 1989)</b>	
<b><u>Employer Contribution Rate</u></b>	<b><u>ABR*</u></b>
\$5.00 or less per week, per Employee	\$6.00 x Participant's Years of Credited Service (Participant retiring before July 1, 1971)
	\$8.00 x Participant's Years of Credited Service (Participant retiring on or after July 1, 1971)
\$7.00 - \$18.99 per week, per Employee	\$8.00 x Participant's Years of Credited Service
\$19.00 - \$22.99 per week, per Employee	\$10.00 x Participant's Years of Credited Service
\$23.00 - \$26.99 per week, per Employee	\$12.00 x Participant's Years of Credited Service
\$27.00 - \$31.99 per week, per Employee	\$14.00 x Participant's Years of Credited Service (Participant retiring before March 1, 1980)
	\$16.00 x Participant's Years of Credited Service (Participant retiring on or after March 1, 1980)
\$32.00 - \$36.99 per week, per Employee	\$16.00 x Participant's Years of Credited Service
\$37.00 - \$41.99 per week, per Employee	\$18.00 x Participant's Years of Credited Service
\$42.00 - \$58.99 per week, per Employee	\$20.00 x Participant's Years of Credited Service
\$59.00 per week, per Employee	\$26.67 x Participant's Years of Credited Service

*\*For purposes of this Table, "Years of Credited Service" in all cases means Years of Credited Service at such Employer Contribution Rate.*

2. Effective March 1, 1989, the applicable benefit rate represented in the Table above increased incrementally for all Participants in "active" status and for Participants who were receiving retirement benefits as of the "Effective Date" of the benefit increase. These benefit increases are represented in the following Table:

<b><u>INCREASES IN THE APPLICABLE BENEFIT RATE (ABR) FOR NORMAL RETIREMENT BENEFITS FROM AND AFTER MARCH 1, 1989</u></b>			
<b>Effective Date</b>	<b>ABR for Participants in "Active Status" as of Effective Date</b>	<b>"Active Status" Requirements</b>	<b>ABR for Participant's Receiving Retirement Benefits as of Effective Date</b>
March 1, 1989	ABR Increased by \$3.33	Participant accrued at least 425 Hours of Service between 03/01/1988 and 02/28/1989 inclusive	ABR Increased by \$3.33
March 1, 1991	ABR Increased by \$2.00	Participant accrued at least 425 Hours of Service between 03/01/1990 and 02/28/1991 inclusive	ABR Increased by \$2.00
March 1, 1995	N/A	N/A	ABR Increased by 5%
March 5, 1995	\$35.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1994 and 02/28/1995 inclusive	N/A
March 1, 1998	\$40.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1997 and 02/28/1998 inclusive*	ABR Increased by 3%
February 28, 1999	\$44.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1998 and 02/28/1999 inclusive*	N/A
March 5, 2000	\$48.00 x Participant's Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/1999 and 02/28/2000 inclusive*	N/A

<b><u>INCREASES IN THE APPLICABLE BENEFIT RATE (ABR) FOR NORMAL RETIREMENT BENEFITS FROM AND AFTER MARCH 1, 1989</u></b>			
<b>Effective Date</b>	<b>ABR for Participants in “Active Status” as of Effective Date</b>	<b>“Active Status” Requirements</b>	<b>ABR for Participant’s Receiving Retirement Benefits as of Effective Date</b>
March 4, 2001	\$52.00 x Participant’s Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2000 and 02/28/2001 inclusive*	ABR Increased by 3%
March 3, 2002	\$57.00 x Participant’s Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2001 and 02/28/2002 inclusive*	N/A
March 2, 2003	\$62.00 x Participant’s Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2002 and 02/28/2003 inclusive*	N/A
February 26, 2006	\$65.00 x Participant’s Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2005 and 02/28/2006 inclusive*	N/A
May 2, 2010	\$35.00 x Participant’s Years of Credited Service	Participant accrued at least 425 Hours of Service between 03/01/2009 and 02/28/2010 inclusive*	N/A

*\*Participant also must have been employed as of the Effective Date, as required by Section 4.6 below (Rules Governing Benefit Levels).*

**4.6. Rules Governing Benefit Levels.**

The following additional rules govern the determination of benefit levels under the Plan:

**A. Plan Years Beginning On or After March 1, 2007.**

Your retirement benefit will be calculated by multiplying each complete and partial year of Credited Service you earn by the benefit rate in effect under the Collective Bargaining Agreement at the time you earned the complete or partial year of Credited Service. Your retirement benefit will be the sum of the benefit you accrue for each of the complete or partial years of Credited Service.



**B. Plan Years Beginning On or Before March 1, 2006.**

If you are employed under a Collective Bargaining Agreement at a time when a negotiated benefit and/or contribution level improvement becomes effective, you will be credited with such improvements for all years of Credited Service accrued under such Collective Bargaining Agreement before and after the effective date of the improvement (except for Plan Years beginning on or after March 1, 2007, as provided in Section 4.6.A above). If you become entitled to an improvement in benefit or contribution levels as a result of a transfer of employment from the jurisdiction of one Collective Bargaining Agreement to employment under the jurisdiction of another (under which the benefit or contribution levels are higher), you will be credited with the improvement for years before your transfer only after completing two years of Credited Service under the higher-level Collective Bargaining Agreement.

For retirees who return to Covered Service on or after January 1, 1999, your Credited Service earned after your retirement will be subject to the then current rate of accrual, and your Credited Service earned before your retirement will be subject to the rate in effect when your retirement first occurred. Please note that if you retired and returned to Covered Service before January 1, 1999, all of your years of Credited Service may be recalculated at the higher rate in effect upon your return to work and subsequent retirement. For purposes of this paragraph, "retirement" is evidenced by your application for and receipt of a retirement benefit from the Plan. Your "return to Covered Service" is evidenced by working sufficient hours to cause a suspension of benefits, meaning more than 64 hours of disqualifying employment per month. (See Section 9 below (Re-Employment After Retirement) for more information on suspension of benefits.)

**4.7. Qualified Domestic Relations Orders.**

In general, your retirement benefits cannot be attached, assigned, or paid to creditors or to anyone other than yourself. However, under federal law, the Trustees are required to obey a Qualified Domestic Relations Order ("QDRO"). This is a decree or order issued by a court that satisfies certain requirements under the Code and ERISA.

A QDRO may require that the Plan pay all or a portion of your retirement benefits to your Spouse, former Spouse, child, or other dependent. The Trustees, in accordance with procedures set forth in the law, will determine the validity of any decree or order received and will inform you upon the receipt of any such decree or order affecting you.

Participants and Beneficiaries can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

**SECTION 5 FORMS OF RETIREMENT BENEFITS**

**5.1. Normal Retirement Benefit.**

The Normal Retirement Benefit is payable no earlier than your Normal Retirement Date. The monthly Normal Retirement Benefit payable in the standard payment form as of your Normal Retirement Date will be equal to years of Credited Service multiplied by the benefit rate specified in Section 4.5 above (Benefit Rate).

**Example:**

John decides to retire on January 1, 2016, and is eligible for a Normal Retirement Benefit.

Before March 1, 2007, John earned 12.25 years of Credited Service and satisfied the requirements for the ABR of \$65.00 before March 1, 2007. After March 1, 2007, John earned 7.75 more years of Credited Service, as shown in the Table below.

John's monthly retirement benefit will be calculated as follows:

Plan Year(s)	Yrs. of Credited Service	Applicable Benefit Rate ("ABR")	ABR x Yrs. of Credited Service
Before 3/1/07	12.25	\$65.00	\$796.25
3/1/07 to 5/1/10	3.25	\$65.00	\$211.25
5/2/10 to 1/1/16	4.50	\$35.00	\$157.50
<b>Total Monthly Retirement Benefit:</b>			<b>\$1,165.00</b>

**NOTE: This Example is only an example calculation and assumes that John satisfied the requirements for the ABRs used in this example. Your individual facts and circumstances, including periods of employment and any Breaks in Service, will affect your ABRs and your retirement benefit amount.**

**Although this example is straightforward, calculation of the Plan's retirement benefit can be complicated. If you have questions about calculating your specific benefit amount, please contact the Plan Administrator.**

**5.2. Early Retirement Benefit.**

The Early Retirement Benefit is calculated by reducing the Normal Retirement Benefit one-half of one percent for each month that your Early Retirement Date precedes your Normal Retirement Age (or six percent per year).

**Example:**

Same facts as above, except that John instead decides to retire at age 57 and satisfies the eligibility requirements for an Early Retirement Benefit. Normal Retirement Age under the Plan is age 62.

At his Early Retirement Date, John has earned 20.00 years of Credited Service, which would equate to a monthly Normal Retirement Benefit of \$1,165.00, as shown in the Table below.

Plan Year(s)	Yrs. of Credited Service	Applicable Benefit Rate ("ABR")	ABR x Yrs. of Credited Service
Prior to 3/1/07	12.25	\$65.00	\$796.25
3/1/07 to 5/1/10	3.25	\$65.00	\$211.25
5/2/10 to 1/1/16	4.50	\$35.00	\$157.50
<b>Total Monthly Retirement Benefit:</b>			<b>\$1,165.00</b>

However, because John has not attained Normal Retirement Age (62), his monthly retirement benefit will be reduced by one-half of one percent per month that John's Early Retirement Date precedes his Normal Retirement Age (or six percent per year). John's resulting monthly Early Retirement Benefit will be \$815.50, as calculated below.

$$\begin{aligned}
 & \$1,165.00 \text{ monthly benefit at age 62} \\
 & \quad 62 \text{ years} - 57 \text{ years} = 5 \text{ years} \\
 & \quad 5 \text{ years} \times 6\% \text{ reduction per year} = 30\% \text{ total reduction factor} \\
 & \$1,165.00 - \$349.50 \text{ (30\% of } \$1,165.00) = \$815.50 \text{ per month at age 57}
 \end{aligned}$$

**NOTE: This Example is only an example calculation and assumes that John satisfied the requirements for the ABRs used in this example. Your individual facts and circumstances, including periods of employment and any Breaks in Service, will affect your ABRs and your retirement benefit amount.**

**Although this example is straightforward, calculation of the Plan's retirement benefit can be complicated. If you have questions about calculating your specific benefit amount, please contact the Plan Administrator.**

**5.3. Special Early Retirement Benefit.**

If you satisfy the Early Retirement Benefit service requirement, but not the age requirement, before your termination date you may be entitled to the Special Early Retirement Benefit when you reach Early Retirement Age and submit a written application to the Plan Administrator for such benefit. This benefit will be calculated by reducing the Normal Retirement Benefit by one-half of one percent for each month that your Early Retirement Date precedes your Normal Retirement Age (or six percent per year).

**5.4. Deferred Retirement Benefit.**

If you choose to defer commencement of benefits beyond Normal Retirement Age, the Deferred Retirement Benefit will be equal to the accrued benefit as of your Normal Retirement Date, plus accrual credit for Covered Service you perform after Normal Retirement Age.

**5.5. Disability Retirement Benefit.**

The Disability Retirement Benefit payable to you due to your Total and Permanent Disability will be equal to your accrued benefit as of your Disability Retirement Benefit date (the date the Trustees determine you are retired due to your Total and Permanent Disability).

**5.6. Vested Retirement Benefit.**

If you terminate participation in the Plan after you are vested, the Vested Retirement Benefit payable to you will be equal to the vested portion of your accrued benefit, payable upon attainment of your Normal Retirement Date or, if qualified, upon application for the Special Early Retirement Benefit.

**5.7. Thirty Year Retirement Benefit.**

The Thirty Year Retirement Benefit was eliminated for all Participants who did not have at least 30 years of Credited Service for benefit accrual purposes as of February 28, 2019.

Participants who had 30 years of Credited Service for benefit accrual purposes as of February 28, 2019 remain eligible for the Thirty Year Retirement Benefit with respect to their Normal Retirement Benefit accrued through February 28, 2019.

If you satisfy the eligibility requirements for the Thirty Year Retirement Benefit, the Thirty Year Retirement Benefit will be the Normal Retirement Benefit amount.

**5.8. Modified Thirty Year Retirement Benefit.**

If you satisfy the eligibility requirements for the Modified Thirty Year Retirement Benefit, the benefit amount will be the sum of:

- A. The Normal Retirement Benefit multiplied by a fraction, the numerator of which is your years of Credited Service before the first one-year Break in Service and the denominator of which is your total years of Credited Service; and
- B. The Early Retirement Benefit multiplied by a fraction, the numerator of which is your years of Credited Service after the first one-year Break in Service and the denominator of which is your total years of Credited Service.

If you are eligible for the Modified Thirty Year Retirement Benefit but have not attained age 52 (and are therefore not eligible for the Early Retirement Benefit), the portion of the Modified Thirty Year Retirement Benefit calculated under Section 5.8.B above will not begin until you are age 52 and will be calculated using your Early Retirement Date.

**Benefit Limitations Note:** Your accrued benefit will not exceed the amount permitted under Section 415 of the Code, as detailed in the provisions of the Plan.

## SECTION 6 BENEFIT PAYMENT OPTIONS

### 6.1. Standard Payment Form.

The standard payment form is a single life annuity. It provides monthly payments to you beginning on your Benefit Commencement Date and continuing during your lifetime, terminating upon your death. The standard payment form is the default form of payment if you are unmarried or have not been married for the 12-consecutive month period ending on your Benefit Commencement Date.

### 6.2. Qualified Joint And Survivor Annuity ("QJSA").

Except as described below, if you have been legally married for at least 12 consecutive months at the time of your Benefit Commencement Date, the qualified joint and survivor annuity ("QJSA") form of payment is your default form of payment unless you and your Spouse consent in writing not to receive your retirement benefit in this form. You cannot elect to have your retirement benefit payable in a form other than a qualified joint and survivor annuity without your Spouse's written consent acknowledging the effect of such decision. Your Spouse's signature must be notarized or witnessed by an authorized Plan representative.

**NOTE:** If you elect to receive the Disability Retirement Benefit, and your benefit payments commence on or after May 2, 2010, you will not be able to elect the QJSA payment form as your payment option.

Under the QJSA, the amount of your monthly benefit is reduced during your lifetime from what it would have been if you had received benefits in the single life annuity form (standard payment form). In exchange, upon your death, 50% of the reduced monthly benefit amount you were receiving will be paid to your surviving Spouse for life.

Your monthly benefit is reduced because the benefit you have earned is expected to be paid over both your and your Spouse's lifetimes, instead of your lifetime alone. The amount of benefits payable in the QJSA form will be the Actuarial Equivalent of your retirement benefit payable in the standard payment form (single life annuity). In no event will the amount of benefits payable as a QJSA exceed the amount payable in the standard payment form of a single life annuity.

As you approach the date on which you will be eligible for benefits, the Plan Administrator will notify you of your and your Spouse's right to waive the QJSA and will provide you with the necessary information to make the choice. You and your Spouse have 90 days to decide whether or not you elect to waive such payment form. The 90-day election period ends on the due date of your first retirement benefit payment. You and your Spouse may change that decision, but only until the date your retirement benefit payment begins. All elections and revocations must be made in writing on the appropriate form available from the Plan Administrator and will be ineffective unless that form is completed, signed, and delivered to the Plan Administrator during the election period. Once you have begun receiving your benefit, you can no longer change your election.

Once your benefit payments begin, the amount of the QJSA will not change if you and your Spouse are later divorced or if your Spouse dies before you die.

**6.3. Qualified Optional Survivor Annuity ("QOSA").**

Except as described below, if you have been legally married for at least 12 consecutive months at the time of your Benefit Commencement Date, you may elect to receive your benefits in the form of a qualified optional survivor annuity ("QOSA"). For your QOSA election to be valid, both you and your Spouse must consent in writing to receive your retirement benefit in this form and to waive your right to receive your benefit payment in the default QJSA form. Your Spouse's written consent must acknowledge the effect of such decision and must be notarized or witnessed by an authorized Plan representative.

**NOTE:** If you elect to receive the Disability Retirement Benefit, and your benefit payments commence on or after May 2, 2010, you will not be able to elect the QOSA payment form as your payment option.

Under the QOSA, the amount of your monthly benefit is reduced during your lifetime from what it would have been if you had received benefits in the single life annuity form (standard payment form). In exchange, upon your death, 75% of the reduced monthly benefit amount you were receiving will be paid to your surviving Spouse for life.

As in the case with the QJSA, your monthly benefit is reduced because the benefit you have earned is expected to be paid over both your and your Spouse's lifetimes, instead of your lifetime alone. The amount of benefits payable in the QOSA form will be the Actuarial Equivalent of your retirement benefit payable in the standard payment form (single life annuity). In no event will the amount of benefits payable as a QOSA exceed the amount payable in the standard payment form of a single life annuity.

The Plan notification and Spousal consent requirements provided in Section 6.2 above (Qualified Joint and Survivor Annuity ("QJSA")) also apply to the election of your retirement benefit in the form of a QOSA.

Once your benefits commence, the amount of the QOSA will not change if you and your Spouse are later divorced or if your Spouse dies before you die.

**SECTION 7 IF YOU TERMINATE EMPLOYMENT BEFORE RETIREMENT**

If you terminate your employment before you retire, you still may be eligible to receive a Vested Retirement Benefit.

**7.1. On or After March 1, 1998.**

If you accrued at least one Hour of Service on or after March 1, 1998, to be eligible for a Vested Retirement Benefit, you must have:

- A. Earned at least five Years of Service for vesting purposes; and
- B. Stopped working for a Contributing Employer before your Normal Retirement Age for any reason other than early retirement, death, or disability.

**7.2. Before March 1, 1998.**

If you did not accrue at least one Hour of Service on or after March 1, 1998, to be eligible for a Vested Retirement benefit, you must have:

- A. Earned at least 10 Years of Service for vesting purposes; and
- B. Stopped working for a Contributing Employer before your Normal Retirement Age for any reason other than early retirement, death, or disability.

The amount of your Vested Retirement Benefit will be calculated the same way as your Normal Retirement Benefit, but will be based on your Credited Service, your benefit level, and the Plan provisions at the time you terminated employment. If your Vested Retirement Benefit payments begin before you attain Normal Retirement Age, the same reductions listed under Section 5.3 above will apply. For more information, see Section 5 above (Forms Of Retirement Benefits).



**SECTION 8 IF YOU DIE BEFORE RETIREMENT**

The Plan makes it possible for you to provide an income to your qualified Spouse in the event you should die before retirement. Your qualified Spouse is the person to whom you have been married throughout the 12-month period preceding your death.

If you die, your qualified Spouse will receive monthly survivor benefit payments for the remainder of his or her lifetime. Payments to a surviving Spouse will be made in accordance with this section.

**8.1. Early Survivor Annuity.**

Your qualified Spouse will be paid a benefit equal to that which he or she would have been entitled to receive if you had properly elected the qualified joint and survivor annuity and had retired on the day immediately before the date of your death if:

- A. You were legally married to a qualified Spouse upon reaching the later of:
  - 1. The earliest date you could have elected to receive retirement benefits under the Plan; or
  - 2. The date 120 months before your Normal Retirement Date; and
- B. You subsequently die while employed by a Contributing Employer during the period:
  - 1. Beginning on the later of:
    - a. The earliest date you could have elected to receive retirement benefits under the Plan; or
    - b. The date 120 months before your Normal Retirement Date; and
  - 2. Ending on the earlier of:
    - a. Your Normal Retirement Date or your Deferred Retirement Date (whichever is applicable); or
    - b. Your termination of employment date.

**8.2. Qualified Preretirement Survivor Annuity ("QPSA").**

- A. A qualified preretirement survivor annuity ("QPSA") will be payable to your qualified Spouse provided all the following conditions are met:
  - 1. No benefit is payable under the early survivor annuity option above;
  - 2. Immediately before your death, you had a vested right to your accrued benefit;
  - 3. You died before your Benefit Commencement Date;
  - 4. You are survived by a qualified Spouse; and

5. You had at least one Hour of Service or one hour of paid leave on or after August 23, 1984.<sup>1</sup>
- B. If you die on or before the earliest retirement age (for purposes of this paragraph, age 52), your surviving Spouse (if any) will receive the same benefit that would be payable if you had:
1. Separated from service on the date of your death (or date of separation from service, if earlier);
  2. Survived to the earliest retirement age;
  3. Retired with an immediate qualified joint and survivor annuity at the earliest retirement age; and
  4. Died on the day after the earliest retirement age.
- C. If you die on or after you reach your Early Retirement Age or Normal Retirement Age, your surviving Spouse (if any) will receive the same benefit that would have been payable if you had:
1. Terminated your employment the day before your death, if you continued to work until the date of your death;
  2. Terminated your employment on your actual termination date, if you terminated your employment before the date of your death but had not completed an application for benefits before your death;
  3. Survived to the first day of the month immediately following the month in which you died; and
  4. Elected to receive your benefits in the QJSA form commencing on the first day of the month immediately following the month in which you died.

**Exception** – If you did not have 15 years of Credited Service at the time of your death, you would not be eligible for an Early Retirement Benefit. In such a case, your surviving Spouse would not be eligible to receive the QPSA benefit until the date on which you would have reached 62 years of age.

Your surviving Spouse may begin to receive benefit payments upon the Trustees' approval of your surviving Spouse's completed application form for retirement benefits submitted to the Fund Office. For more information, see Section 10 below (Applying For Benefits).

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<sup>1</sup> This condition will not apply if you:

- (a) Had at least one Hour of Service in the Plan between March 1, 1976 and August 22, 1984;
- (b) Were vested under the terms of the Plan at your termination of employment; and
- (c) Had not had retirement benefit payments commence as of August 23, 1984, and were alive on August 23, 1984.

**8.3. Election to Defer Commencement of Payments.**

Before commencement of benefits, your qualified surviving Spouse may elect to defer the commencement of benefit payments to the first day of any month not later than the April 1 following the calendar year in which you would have attained age 72. In the event of such deferral, payments would be made only if the qualified Spouse survives to the commencement date elected, and then payments would be paid in equal monthly installments for as long as your qualified Spouse lives. The amount of each monthly benefit would be the same as your qualified Spouse would have received had there been no deferral.

**SECTION 9 RE-EMPLOYMENT AFTER RETIREMENT**

**9.1. Suspension of Normal Retirement Benefits for Benefits Accrued On and After October 1, 2003.**

- A. Your monthly benefit payment will be suspended for any month for which you perform or are paid for work in disqualifying employment if:
1. You have retired or attained your Normal Retirement Date;
  2. You are eligible to receive benefits; and
  3. April 1 of the year following the calendar year in which you attain age 70½ has not passed.
- B. For purposes of this subsection, “disqualifying employment” means employment or self-employment in any month in which you work or are paid for more than 64 hours and that:
1. Is with an employer or business that is engaged in any business or industry of a type engaged in by any Contributing Employer when your retirement benefit payments began (or would have begun if you had not remained in or returned to employment);
  2. Involves the use of a skill or skills learned during your Covered Service or supervisory skills related to those skills; and
  3. Is work performed in whole or in part in one or both of the two following geographic areas:
    - a. In the Minnesota counties of Hennepin, Ramsey, Dakota, Anoka, Washington, Scott, and Carver; or
    - b. In the geographic area covered by any of the Collective Bargaining Agreements under which the Plan is established and maintained.

Paid non-work time counts as disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a worker’s compensation or temporary disability law does not count.

**9.2. Suspension of Benefits Other Than Normal Retirement Benefits for Benefits Accrued On and After October 1, 2003.**

- A. Your monthly retirement benefit payment will be suspended for any month in which you perform or are paid for work in disqualifying employment if:
1. You are eligible to receive a retirement benefit other than a Normal Retirement Benefit; and
  2. April 1 of the year following the calendar year in which you attain age 70½ has not passed.

- B. For purposes of this subsection, “disqualifying employment” means employment or self-employment that:
1. Is with an employer or business that:
    - a. Engages, at any of its facilities, in sales to consumers of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers whether the employer is engaged in selling a full line of these products or is a specialty retailer. Employment with an employer or business that engages in general retailing where the sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers is an inconsequential part of the business, when considered as a whole and at each and every facility operated by the employer or business, is not considered to be disqualifying employment;
    - b. Engages in baking, meat cutting and processing, cooking or otherwise preparing food items for consumption, and packaging of food items, unless the employer or business is a restaurant where all but an inconsequential part of its product is consumed on the premises;
    - c. Engages in wholesale sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers;
    - d. Manufactures products sold by Contributing Employers; or
    - e. Consults with or sells or represents products or services to any employer or business described in this Paragraph 1; and
  2. Is performed, in whole or in part, in the state of Minnesota or in any portion of a metropolitan statistical area located in part in Minnesota and in part in another state; and
  3. Is in any job or capacity, whether as an employee or independent contractor, with an employer or business described in Paragraph 1 above. Employment with an employer or business manufacturing products sold by Contributing Employers will be considered to be disqualifying employment only if your position involves, in whole or in part, consulting with or selling or representing products to Contributing Employers.

Employment with a Contributing Employer will be considered disqualifying employment only for any month in which you work or are paid for more than 64 hours.

Paid non-work time counts as disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a worker’s compensation or temporary disability law does not count.

**9.3. Suspension of Retirement Benefits for Benefits Accrued Before October 1, 2003.**

- A. Your monthly benefit will be suspended for any month for which you were paid for more than 64 hours in disqualifying employment if:

1. You have retired or attained your Normal Retirement Date;
  2. You are eligible to receive a benefit; and
  3. April 1 of the year following the calendar year in which you attain age 70½ has not passed.
- B. For purposes of this subsection, “disqualifying employment” means employment or self-employment that is:
1. In an industry (the wholesale and retail food, sausage, and meat industries and any other business activity of a type engaged in by Contributing Employers) covered by the Plan when your retirement benefit payments began or would have begun if you had not remained in or returned to employment;
  2. In the geographic area covered by the Plan (which will be deemed to be coextensive with the territorial jurisdiction of the Collective Bargaining Agreements pursuant to which the Plan is established and maintained) when your retirement benefit payments began or would have begun if you had not remained in or returned to employment; and
  3. In a trade or craft in which you worked under the Plan at any time.

If you become reemployed to an extent sufficient to cause suspension of benefits, and your retirement benefit payments are subsequently resumed, the industry and geographic area covered by the Plan “when your retirement benefit payments began” will be the industry and geographic area covered by the Plan when your retirement benefit payments were resumed.

Paid non-work time will be counted toward the measure of 64 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a worker’s compensation or temporary disability law will not be counted.

**9.4. Notices and Procedures.**

You are required to notify the Plan Administrator in writing at the Fund Office within 21 days after starting any work of a type that is or may be disqualifying employment, whether or not the employment is or is intended to be for more than 64 hours per month. The notice must inform the Plan of the name and address of the employer, the name and address of the place of employment (if different from the employer’s name and address), your job classification, the duties to be performed, the businesses in which the employer is engaged, and the products in which the employer deals.

If the Plan Administrator requests, you must provide the Plan Administrator access to reasonable information for the purpose of verifying your employment. The information that the Plan Administrator may require for this purpose may include, but is not limited to, paycheck stubs, Internal Revenue Service Forms 1040 (with attachments), and release forms permitting the Plan Administrator to obtain information from the employer.

The Plan Administrator is entitled to request that you periodically certify to the Plan in writing on a form acceptable to the Trustees that you are unemployed or, in the alternative, provide information satisfactory to the Trustees to enable the Trustees to conclude that any of your employment is not disqualifying employment.

If you fail to respond to the Plan's request for information or certification or provide an incomplete or inadequate response, the Plan may withhold payment of your monthly retirement benefit payments until you provide a complete and adequate response.

If you have worked in disqualifying employment in any month and have failed to give timely notice, the Plan is entitled to presume that you worked sufficient hours in that month and all later months before you gave the required notice to cause suspension of benefits. You may overcome this presumption by providing evidence satisfactory to the Trustees that the work should not have resulted in suspension of benefits.

The Plan Administrator will inform you if your retirement benefits are being suspended by written notice given by personal delivery or first-class mail during the first calendar month in which your monthly benefit payment is suspended. The Plan Administrator will notify retirees at least once each Plan Year of the notification requirements and presumptions contained in this section.

If your retirement benefits have been suspended, you must notify the Plan Administrator in writing at the Fund Office when your disqualifying employment has ended. The Plan will not resume monthly retirement benefit payments until you provide this written notice.

You may request, in writing, that the Trustees give you a determination as to whether a specific job or work will constitute disqualifying employment. Your request must include the name and address of the employer, the address of the place of employment, your job classification, a formal job description (or if one is not available, information sufficient to the Trustees outlining the duties you will perform), the businesses in which the employer is engaged, and the products in which the employer deals. The Trustees will make a determination only if you provide enough specific information for the Trustees to reasonably conclude whether the employment is or is not disqualifying employment.

You may seek review of the Plan's determination suspending benefits or that certain employment is disqualifying employment according to the appeal procedures in Section 12 below (Appeal Of Denial Of Benefits).

#### **9.5. Suspension and Resumption of Benefit Payments.**

Suspension of benefits means non-entitlement to and non-payment of retirement benefits for the applicable month. If retirement benefits were paid for a month for which retirement benefits were later deemed to be suspended, the Plan will recover the overpayment through deductions from future retirement benefit payments.

Payment of retirement benefits will resume after suspension no later than the first day of the third month after the last calendar month for which retirement benefits were suspended, but only if you have complied with the specified notification requirements.

Overpayments attributable to payments made for any month or months for which you had disqualifying employment will be deducted from monthly retirement benefit payments

otherwise paid or payable to you or your surviving Beneficiary after the period of suspension. The Plan will recoup 100% of any overpayment from subsequent benefit payments through deduction from your monthly retirement benefit upon the resumption of benefit payments. A deduction from a monthly retirement benefit payment will not exceed 25% of the retirement benefit amount (before deduction), except that the Plan may withhold up to 100% of the first retirement benefit payment made upon resumption after a suspension of benefits. If you die before recoupment of the overpayment has been completed, deductions will be made from the benefits payable to your surviving Spouse or Beneficiary receiving a survivor's benefit, subject to the 25% limitation on the rate of deduction.

When monthly retirement benefit payments resume following suspension, the amount of your monthly retirement benefit will be the same dollar amount as it was immediately before the suspension. Suspended payments are permanently forfeited. If your retirement benefit payments were suspended because of disqualifying employment that also is Covered Service, the amount of the monthly retirement benefit upon resumption of payments will include an additional amount equal to any accrued benefits earned for Credited Service during this period of disqualifying employment in Covered Service at the rate of benefits in effect during such disqualifying employment.

An election of a payment form in effect immediately before suspension of benefits and any other benefit following your death will remain in effect if your death occurs while benefits are in suspension.



## **SECTION 10 APPLYING FOR BENEFITS**

### **10.1. Benefit Inquiries and Applications.**

You may inquire about applying for your benefit up to 12 months in advance of your eligibility for the benefit. However, you may not formally elect your benefit until 90 days before your eligibility for the specific benefit.

To apply for benefits, you must submit a signed statement indicating when you want your retirement benefits to begin. You must send proof of your date of birth with your application and complete an Election of Payment Form, if not previously done. If you and your Spouse decide not to waive the automatic qualified joint and survivor annuity, you will need to provide proof of your marriage and of your Spouse's date of birth. If you are applying for a Disability Retirement Benefit, you must submit a copy of the official written determination of the Social Security Administration awarding you disability benefits, your doctors' names and addresses, and signed Medical Release Forms enabling the Fund Office to obtain necessary medical information.

The Plan Administrator will notify you in writing of a benefit denial within 90 days after receiving your application for benefits. The Plan may extend this deadline up to 90 days if the extension is due to special circumstances that require an extension as long as the Plan Administrator notifies you in writing of the special circumstances (and the expected decision date) within 90 days after receiving your application.

## **SECTION 11 PAYMENT OF BENEFITS**

The date your benefits begin depends on when you retire and your Required Beginning Date. Generally, you must begin receiving your retirement benefit by your Required Beginning Date, which is the April 1 following the calendar year in which you reach age 72 (previously 70½). (The age threshold changed from 70½ to 72 under Federal law effective January 1, 2020 for Participants who had not reached age 70½ before that date. If you have any questions about how this change affects your Required Beginning Date, please contact the Plan Administrator.) However, you may be able to defer your retirement benefit until a later date if you reached your Required Beginning Date before July 10, 2014, and are working in disqualifying employment.

### **11.1. In General.**

You must submit the application and paperwork required by the Plan to begin receiving your retirement benefit. If you have not reached your Required Beginning Date, you may elect to defer the commencement of benefits by notifying the Plan Administrator in writing before the date on which benefits otherwise would begin. However, once benefits begin, you may not elect to defer benefits.

If you do not defer benefits, the Plan will pay benefits in accordance with the following.

#### **A. Normal Retirement Benefit.**

Generally, if you are eligible to receive a benefit on your Normal Retirement Date, have not already begun receiving benefits, and submit the required application and forms to the Fund Office, the Plan will begin payments on the first day of the first month following your Normal Retirement Date or as soon as practicable after such date, provided you are not working in disqualifying employment. If you do not complete and return the required application and forms to the Plan before reaching your Normal Retirement Age, the Plan will presume that you want to defer your retirement benefit or are working in disqualifying employment, and the Plan will not automatically begin paying your retirement benefit until you either apply for your retirement benefit at a later date before your Required Beginning Date or, otherwise, on your Required Beginning Date.

#### **B. Retirement Benefit Before Normal Retirement Benefit.**

If you are eligible for and elect to receive a benefit before becoming eligible for the Normal Retirement Benefit, your benefit will begin on the first day of the first month following the date on which the Plan Administrator determines that the benefit is payable or as soon as practicable after such date. To begin receiving a retirement benefit other than the Normal Retirement Benefit, you must qualify for such benefit, and you must submit a completed application for such benefit to the Plan Administrator.

If you reached your Normal Retirement Age before July 10, 2014, and have not begun receiving your benefit, you may submit an application to the Plan Administrator to begin receiving benefits, or you may elect to continue deferring your benefit. If you do not complete and return application forms to the Plan Administrator, the Plan will presume that you want to continue deferring your benefit.

**C. Vested Retirement Benefit.**

If you are not eligible to receive a benefit as of your Normal Retirement Date or are not eligible to receive a Normal Retirement Benefit, the Plan will begin payments on the first day of the first month following the date you become eligible to receive a benefit or as soon as practicable after such date. You must file the appropriate application and paperwork to begin receiving the Vested Retirement Benefit.

**11.2. Required Beginning Date.**

Generally, benefit payments must begin by your Required Beginning Date (which is April 1 of the calendar year following the calendar year in which you attain age 72 (previously 70½) even if you are working in disqualifying employment on your Required Beginning Date. (The age threshold changed from 70½ to 72 under Federal law effective January 1, 2020 for Participants who had not reached age 70½ before that date. If you have any questions about how this change affects your Required Beginning Date, please contact the Plan Administrator.)

However, you may be able to continue deferring your retirement benefit until a later date if all of the following requirements are satisfied:

- A. You reached your Required Beginning Date before July 10, 2014;
- B. You were not receiving benefits on your Required Beginning Date;
- C. You have not otherwise commenced benefits since reaching your Required Beginning Date; and
- D. You are working in disqualifying employment.

You must submit an application and the required forms to the Plan Administrator to begin receiving your benefit.

**11.3. Retroactive Payments.**

Except as expressly provided by law, the Plan will not make retroactive distributions to you, your Spouse, or your Beneficiaries. If a distribution of a non-forfeitable accrued benefit was not made that could have or should have been made, future annuity payments will be actuarially adjusted to reflect payments that were not made.

**11.4. Lost Participants.**

You must ensure that the Plan has up-to-date contact information for you and your Beneficiaries. If the Plan cannot find you (or your Spouse or other Beneficiary, if applicable) when the Plan or applicable law requires a payment or distribution to be made, you (or your Spouse or other Beneficiary, if applicable) may forfeit your right to a retirement benefit under the Plan as described in this Section 11.4.

Subject to a right of reinstatement, payment or distribution of a retirement benefit under the Plan will be forfeited to the Plan if:

- A. The Plan Document or applicable law requires the Plan to make a payment or distribution to you, your Spouse, or another Beneficiary (a payee); and
- B. The Plan Administrator cannot locate the payee after making reasonable efforts to do so.

The payee (or a person authorized to act on the payee's behalf) may exercise the right of reinstatement after forfeiture by submitting a written claim for the payment or distribution to the Plan Administrator. The right to reinstatement includes only the amount of the payment or distribution that was due at the time of forfeiture. The Plan will not pay interest or any other amounts.

## **SECTION 12 APPEAL OF DENIAL OF BENEFITS**

If your application for benefits is denied in full or part, you will be informed in writing. You also will be told the reason for the denial. You may appeal the decision in the following manner.

### **12.1. Deadline for Filing Claim Appeal.**

You will have 60 days (or, in the case of a claim for a Disability Retirement Benefit, 180 days) after receiving notice of a claim denial to submit a written appeal of the denial to the Plan Administrator explaining why the denial should be reviewed.

In response to COVID-19, the Plan adopted temporary rules in response to Department of Labor and Internal Revenue Service guidance providing extended timeframes related to filing appeals of adverse benefit determinations.

Starting on March 1, 2020, the deadline to file an appeal of an adverse benefit determination was suspended during a "Tolling Period," which ends on the earlier of either:

- A. Sixty days after the announced end of the COVID-19 National Emergency (which is ongoing and is sometimes referred to as the "Outbreak Period"); or
- B. One year from the date the claimant was first eligible for relief from a deadline related to filing an appeal of an adverse benefit determination.

The earliest date that the claimant was first eligible for relief from a deadline related to filing an appeal of an adverse benefit determination is either:

- 1. March 1, 2020 for claim denials or adverse benefit determinations occurring on or before March 1, 2020. To be in this window, the last day of the applicable deadline must have been on or after March 1, 2020; or
- 2. The date of a claim denial or adverse benefit determination, if the date was after March 1, 2020, but before March 1, 2021.

The calculation of the Tolling Period and relief from deadlines and suspension of certain requirements is fact-specific and is analyzed as to each claimant. The Tolling Period may not exceed one year.

If the claim denial or adverse benefit determination occurred before March 1, 2020, the number of days by which the claimant is required to take action after the Tolling Period is shortened by the number of days between the date of the claim denial or adverse benefit determination and March 1, 2020.

### **12.2. Your Claim Appeal Rights Under Federal Law.**

When appealing a claim denial, your rights under federal law include the following.

- A. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits that you believe will support your claim. However, neither you nor your authorized representative (appointed as described in Section 12.3 below) will NOT have the right to make a personal

appearance before the Trustees or any committee appointed by the Trustees to consider claim appeals.

- B. Upon request and free of charge, you will receive reasonable access to and copies of all documents, records, and other information relevant to your claim.
- C. The review will be conducted by an Appeals or Review Committee (or, if none has been appointed, by the Board of Trustees acting as an Appeals Committee). The review will take into account all comments, documents, records, and other information that you submit relating to the claim regardless of whether they were submitted prior to the adverse benefit determination.
- D. If the appeal relates to a claim for a Disability Retirement Benefit, the review will not be conducted by anyone that made the adverse benefit determination or who reports to the individual or committee that made the adverse benefit determination, and the review will not afford deference to the adverse benefit determination. If the appeal relates to an adverse benefit determination that was based at least in part on a medical judgment (including a judgment about whether a particular treatment, drug, or other item is experimental, investigational, or not medically appropriate or necessary), the Appeals Committee will consult with a healthcare professional who is trained and experienced in the field of medicine involved in that medical judgment, who was not consulted in connection with the adverse benefit determination, and who does not report to anyone who was so consulted. Upon request, the Plan will identify any healthcare professional that the Appeals or Review Committee consulted in relation to the claim.

**12.3. Appointing an Authorized Representative to Act on Your Behalf.**

You may appoint someone (such as an attorney) to act as your authorized representative in pursuing a claim appeal. The Trustees reserve the right to refuse to treat an individual as your duly authorized representative unless you have delivered to the Plan Administrator at the Fund Office a letter explicitly authorizing and naming the individual to serve as your duly authorized representative.

**12.4. Time Frame for Claim Appeal Decisions.**

The Appeals or Review Committee will review the appeal at its next regularly scheduled meeting after the Plan Administrator receives the appeal, unless the Plan Administrator receives the appeal within 30 days of that meeting. In that case, the Appeals or Review Committee will review the appeal at the second regularly scheduled Appeals Committee meeting after the Plan Administrator receives the appeal. If special circumstances require a further extension of time for processing, the Plan will notify you of the extension in writing (describing the special circumstances and the expected decision date) before the extension begins, and the Appeals Committee will review the appeal no later than the third regularly scheduled Appeals Committee meeting after the Plan Administrator receives the appeal.

Once the Appeals Committee reviews the appeal, the Plan will notify you (or your duly authorized representative, if any) of the appeal decision within five business days.

**12.5. Content of Claim Appeal Denial Notices.**

If the appeal is partly or completely denied, the notification of adverse benefit determination on review will be written in a manner calculated to be understood by the claimant and will:

- A. Provide the specific reason or reasons for the denial of the appeal;
- B. Reference the specific Plan provisions on which the denial is based;
- C. State that you have the right to receive, upon request and free of charge, reasonable access and copies of all documents, records, and other information relevant to the claim;
- D. State that you have the right to bring a civil action under Section 502(a) of ERISA;
- E. If the Plan relied on an internal rule in denying an appeal for a Disability Retirement Benefit, either provide a copy of the rule or state that you can obtain a copy of the rule, upon request and free of charge, from the Plan; and
- F. If an appeal for a Disability Retirement Benefit was denied based on a medical necessity or experimental treatment or similar exclusion or limit, either provide an explanation of the scientific or clinical judgment for the determination (applying the terms of the Plan to your medical circumstances) or state that you can obtain that explanation, upon request and free of charge, from the Plan.

**12.6. Sole Remedy and Discretionary Authority Of Trustees.**

The procedures specified in this section will be the sole and exclusive procedures available to a Participant, Beneficiary, or any other individual who is dissatisfied with an eligibility determination, or benefit award, or who is otherwise adversely affected by any action of the Trustees or of any committee created by the Trustees. The Trustees' decision will be final and binding in all cases of appeal.

## **SECTION 13 GENERAL PLAN INFORMATION**

This Summary Plan Description covers only the highlights of the Minneapolis Retail Meat Cutters and Food Handlers Pension Plan and is subject to and qualified by the detailed provisions of the Plan Document's formal text. A complete copy of the Plan Document can be obtained via written request to the Plan Administrator and/or is available for review at the Fund Office. If any statements contained in this Summary Plan Description are inconsistent with any provisions of the Plan Document, the provisions of the Plan Document will govern.

The Plan is subject to continuing U.S. Treasury Department approval. Certain benefits provided by the Plan are subject to plan termination insurance with the Pension Benefit Guaranty Corporation ("PBGC") pursuant to ERISA.

It is the Trustees' intention to continue the Plan indefinitely. However, the Trustees reserve the right to modify or discontinue the Plan. In addition, the provisions of the Plan are subject to any changes required by the Internal Revenue Service or the Department of Labor in order to comply with federal law or regulations.

Your participation in the Plan is not a guarantee of future benefits or future employment.

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

### **13.1. Plan Name.**

This Plan is known as the Minneapolis Retail Meat Cutters and Food Handlers Pension Plan.

### **13.2. Board Of Trustees.**

A Board of Trustees is responsible for the operation of this Plan but has delegated certain administrative duties to the Plan Administrator. The Board of Trustees consists of equal numbers of Trustees selected by the Contributing Employers and the Union. If you wish to contact the Board of Trustees, you may use the following address and telephone number:

Board of Trustees  
Minneapolis Retail Meat Cutters and Food Handlers Pension Plan  
3001 Metro Drive, Suite 500  
Bloomington, MN 55425  
Phone: (952) 851-5797 or toll-free at (844) 468-5917

### **13.3. Plan Administrator.**

The Plan Administrator is Wilson-McShane Corporation, 3001 Metro Drive, Suite 500, Bloomington, MN 55425. Wilson-McShane Corporation's telephone number is (952) 851-5797 or toll-free at (844) 468-5917.

### **13.4. Identification Numbers.**

The number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 001. The Employer Identification Number is 41-0905139.



**13.5. Medium for Providing Benefits.**

All Plan assets are held in trust by the Trustees for the purpose of providing benefits to eligible Participants and their Beneficiaries and defraying reasonable administrative expenses.

**13.6. Fiscal Year And Plan Year.**

Both the fiscal year and the Plan Year of the Plan begin on the first day of March each year and end on the last day of February of the following year. All records of the Plan are kept on a Plan Year basis.

**13.7. Agent for Service of Legal Process.**

Wilson-McShane Corporation is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Wilson-McShane Corporation, as Plan Administrator for the Plan, at 3001 Metro Drive, Suite 500, Bloomington, MN 55425. However, legal documents also may be served upon any individual Trustee.

**13.8. Collective Bargaining Agreements.**

This Plan is maintained in accordance with Collective Bargaining Agreements. Copies of those agreements may be obtained by Participants and Beneficiaries upon written request to the Plan Administrator or may be examined at the Fund Office during normal business hours.

Participants and Beneficiaries also may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

**13.9. Source of Contributions.**

Contributions to the Pension Fund are made by Contributing Employers working within the jurisdiction of the Collective Bargaining Agreements or other approved written agreements on behalf of their Employees. The amounts of employer contributions are negotiated through the Collective Bargaining Agreements or other approved written agreements.

**13.10. Type of Plan.**

This is a defined benefit pension plan maintained for the purpose of providing retirement benefits to eligible Participants and their Beneficiaries.

**13.11. Eligibility and Benefits.**

The types of benefits provided, eligibility, and circumstances that may result in disqualifications, ineligibility, denial, or loss of any benefits as generally described in this Summary Plan Description are described in the Plan Document, which is available upon request from the Plan Administrator or for review at the Fund Office.

**13.12. Pension Benefit Guaranty Corporation.**

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

The PBGC guarantee generally covers normal and most early retirement benefits, disability benefits if you become disabled before the Plan becomes insolvent, and certain benefits for your survivors.

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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4242 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-2444. Additional information about the PBGC's pension insurance program is available through the PBGC's website: <http://www.pbqc.gov>.

**13.13. Rights And Responsibilities.**

As someone who is a Participant in this Plan, you probably are aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund, the Pension Fund, which is used solely for the purpose of paying those benefits to Participants and their Beneficiaries, as well as defraying reasonable costs of administering the Plan. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

Those rights are set forth in a federal law called the Employee Retirement Income Security Act of 1974 ("ERISA"). Section 14 below (Your Rights Under ERISA) describes your rights in more detail.

**13.14. Amendment and Termination of the Plan.**

The Trustees have the right to amend this Plan from time to time subject to certain conditions specified in the Plan Document and the Trust Agreement.

Participants will be notified if any substantial provisions of the Plan are changed by amendment. Any amendments will be effective on the date specified by the Trustees.

The Trustees also have the right to terminate this Plan. Federal law establishes the procedures that must be followed when a plan is terminated.

Upon termination of the Plan, your accrued benefits as of the date of Plan termination will be fully (100%) vested. Plan assets will be allocated in the order set forth in the Trust Agreement to the extent assets are available to pay benefits to Participants and Beneficiaries.

**13.15. Trustee Authority.**

The Trustees have the authority to determine eligibility for benefits and construe the terms of the Plan Document, Summary Plan Description, Trust Agreement, and any other document relating to the Plan. The Trustees' interpretation of any provision of any such documents will be final and binding on all individuals dealing with the Plan or claiming a benefit under the Plan. If a decision of the Trustees is challenged in court, it is the intention of the Trustees that such decisions are to be upheld unless they are arbitrary and capricious.

## **SECTION 14 YOUR RIGHTS UNDER ERISA**

As a Participant in the Minneapolis Retail Meat Cutters and Food Handlers Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

### **14.1. Receive Information About Your Plan and Benefits.**

ERISA provides that all Plan Participants will be entitled to the following rights.

- A. You have the right to examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- B. You have the right to obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- C. You have the right to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- D. You have the right to obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age (age 62) 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 retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit under the Plan. 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.

### **14.2. Prudent Actions by Plan Fiduciaries.**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of this employee benefit plan. The people who operate the 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 retirement benefit or exercising your rights under ERISA.

### **14.3. Enforce Your Rights.**

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

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request a copy of the Plan Document or the latest annual report from the Plan and do not receive it within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that 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, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

**14.4. Assistance With Your Questions.**

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