



PENSION PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

TRUSTEE LETTER	1
IMPORTANT NOTICE	2
BOARD OF TRUSTEES	3
PART A: QUESTIONS AND ANSWERS.....	4
General Information.....	4
Plan Year.....	5
Financing.....	5
Joining the Plan.....	6
Earning Pension Service.....	7
Becoming Vested.....	8
Earning Vesting Service.....	9
Reciprocity.....	11
Break In Service.....	11
Normal Pension.....	13
Early Pension.....	14
Disability Pension.....	15
Surviving Spouse's Pension.....	16
Applying For Normal, Early, or Disability Pension Benefits.....	19
Receiving Your Pension.....	21
Appeal Procedure.....	23
PART B: PLAN PROVISIONS REGARDING SUSPENSION OF NORMAL AND EARLY PENSIONS	24
PART C: CLAIM DENIAL AND APPEAL PROCEDURES	27
PART D: YOUR RIGHTS UNDER ERISA	30
PART E: TECHNICAL DETAILS	32
PLAN HIGHLIGHTS.....	36

Trustee Letter

To: Participants in the U.F.C.W. Local 1500 Pension Plan
From: Trustees of the U.F.C.W. Local 1500 Pension Plan
Date: November 1, 2020

This booklet is intended to describe the various provisions of the Pension Plan in effect on November 1, 2020. The booklet has five parts:

- A. Questions and answers regarding the Plan;
- B. Plan provisions regarding suspension of benefits;
- C. Claim denial appeal procedure;
- D. Your rights under the Employee Retirement Income Security Act of 1974; and
- E. Technical details - this section of the booklet is provided to you under the terms of the Employee Retirement Income Security Act of 1974 and contains many technical details of the Plan intended to ensure you will enjoy all the rights to which you are entitled under the provisions of the Plan.

You should read this booklet thoroughly to ensure that you are completely familiar with the revised Plan.

The details in this booklet should not be interpreted as adding to any Pension or Vesting you may have, nor restoring any Pension or Vesting service you have permanently lost under prior provisions of the Plan. This booklet should not be interpreted as increasing any "frozen" benefit you may already have, nor increasing your benefit if you are already receiving a pension. The Plan provisions that apply to a pensioner whose effective date of pension was under prior Plan provisions, or to a separated vested participant whose break in service took place under prior Plan provisions, will be those in place at the time of retirement, or the break in service.

The Trustees are responsible for collecting the contributions to the Pension Plan which are required by agreement between your employer and U.F.C.W. Local 1500 or between your employer and the Trustees. In addition, we are required to formulate and administer the provisions of the Pension Plan itself.

The Trustees are assisted in these tasks by professional advisors whom we may hire from time to time. These could include an attorney, an accountant, a consultant, an actuary and one or more investment manager(s). The daily operation of the Plan is maintained by the Plan Manager located at the Plan Office. You are encouraged to make use of the facilities of the Plan Office where you will find assistance in understanding your benefits.

If, after having gone through this booklet, you have any questions regarding the Plan or its operation, please do not hesitate to contact the Plan Office.

Sincerely,
The Trustees

Important Notice

In the event there appears to be a conflict between the description of any Plan provision in this booklet and its statement in the Plan of Benefits, the language contained in the Plan of Benefits (“the Plan”) is the official and governing language. A copy of the Plan is available for your review. You may also request a copy of the Plan (See Part D of this booklet).

Nothing in this booklet is meant to interpret, or extend, or change, in any way, the provisions expressed in the Plan. The Trustees reserve the right to amend, modify, or discontinue all or part of the Plan whenever, in their judgment, conditions so warrant.

This booklet and the Plan Manager are authorized sources of Plan information for you. The Trustees of the Plan have not empowered anyone else to speak for them with regard to the Plan. No employer, union representative, supervisor or shop steward is in a position to discuss your rights under this Plan with authority. No statements by Plan personnel or any other Plan representative may modify in any respect the written terms of the Plan.

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Plan Manager or the Trustees. You will then receive a written reply, which will provide you with a permanent reference.

Bakery & Confectionary Sales Clerks’ Union Local 150 Pension Plan

Effective 1/1/1990, the Local 150 Pension Plan merged into the Local 1500 Pension Plan. All pension service and vesting service accumulated by participants under the Local 150 Pension Plan were carried forward into the Local 1500 Pension Plan. The merger did not, by itself, restore any lost pension or vesting service; but anyone vested under the Local 150 Pension Plan at the time of merger was also vested in the continuing plan.

Finally, no person who did not earn pension or vesting service for a particular period of time under the rules of the Local 150 Pension Plan before the merger will be credited with any such service for such time as the result of the merger.

U.F.C.W. Local 1500 Pension Plan Board of Trustees

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IMPORTANT NOTICE

If you are not literate in English, depending on the county in which you reside, you may be eligible for assistance in the non-English language in which you are literate. Please call the Fund Office at (800) 522-0456 for more information.

NOTA: Si no saben leer y escribir en Inglés, usted puede ser elegible para recibir asistencia en el lenguaje no-Inglés en el que está alfabetizada. Por favor llame en Oficina del Fondo en (800) 522-0456 para más información.

Part A: Questions and Answers

General Information

Some changes have taken place in your Pension Plan as the result of actions taken by the Trustees since the last booklet was printed. Each such plan change has its own effective date. However, no Pension or Vesting Service that was lost under prior plan provisions is restored as a result of these changes.

1. What is the purpose of the Plan?

The purpose of the Plan is:

- to provide an income for you after you retire from work in occupations represented by U.F.C.W. Local 1500 in the Plan Area;
- to provide an income for your spouse should you die before your spouse; or
- to provide an income for you if you should become disabled.

The Plan Area is New York, New Jersey and Connecticut.

The income you and/or your spouse may receive under the Plan will be in addition to any Social Security benefits you are entitled to receive.

You must satisfy certain conditions and eligibility requirements to receive these benefits from the Plan.

2. Who is covered by this Plan?

There are four classes of employees covered under this Plan:

- full-time clerk division employees
- part-time clerk division employees
- full-time bakery division employees
- part-time bakery division employees.

What constitutes a “full-time” or a “part-time” employee, or a clerk division or a bakery division employee, is determined by the definitions contained in the collective bargaining agreement between your employer and U.F.C.W. Local 1500 (“the Union”). These definitions may change from time to time, but the definition applicable to you will be the applicable definition or definitions in use during the Plan Year(s) you worked in covered employment. The negotiated employer rate of contribution to the Plan may be different for each class, and the benefit levels attributable to each class of work may be different also.

A small number of other people are covered under the Plan as the result of special agreements between their employers and the Plan Trustees.

3. Who is responsible for the operation of the Plan?

The Board of Trustees, composed of persons appointed by U.F.C.W. Local 1500 and by contributing employers in equal numbers.

4. Who is responsible for interpreting the Plan and for making determinations under the Plan?

The Trustees. In order to carry out this responsibility, the Trustees, or their designee, have exclusive authority and discretion:

- a. To determine whether you are eligible for any benefits under the Plan;
- b. To determine the amount of benefits, if any, an individual is entitled to from the Plan;
- c. To determine or find facts that are relevant to any claim for benefits from the Plan;
- d. To interpret all of the Plan's provisions;
- e. To interpret all of the provisions of this summary plan description;
- f. To interpret the provisions of any collective bargaining agreement or written participation agreement involving or impacting the Plan;
- g. To interpret the provisions of the trust agreement governing the operation of the Plan;
- h. To interpret all of the provisions of any other document or instrument involving or impacting the Plan; and
- i. To interpret all of the terms used in the Plan, this summary plan description, and all of the other previously mentioned agreements, documents, and instruments.

Any such determination or interpretation made by the Trustees, or their designee:

- a. Shall be final and binding upon any individual claiming benefits under the Plan and upon all employees, all employers, the Union, and any party who has executed any agreement with the Trustees or the Union;
- b. Shall be given deference in all courts of law, to the greatest extent allowed by applicable law; and
- c. Shall not be overturned or set aside by any court of law unless the court finds that the Trustees, or their designee, abused their discretion in making such determination or rendering such interpretation.

Plan Year

Records under the Plan are kept on a "Plan Year" basis.

5. What is a Plan Year?

A Plan Year means the 12-consecutive-month period beginning with a January 1 and ending with the following December 31. Whenever "Plan Year" is mentioned, this is the period of time that is meant.

Financing

6. Who pays for the Plan?

The employers who have collective bargaining agreements with U.F.C.W. Local

1500 (or participation agreements with the Trustees) that require contributions to the Plan. Participants are not permitted to contribute to the Plan.

7. How are Plan assets managed?

All of the Plan assets are held in trust for the participants and beneficiaries of the Plan.

The Trustees have the ultimate responsibility for the management of the Plan's assets. However, the Trustees are allowed, under law, to hire professional investment managers to provide expert assistance in this very complex field of managing pension plan money.

The Trustees have retained investment management services. The investment experts at these companies are charged with the responsibility of investing the Plan assets.

Joining the Plan

A qualifying period of service is required before you are considered a participant in the Plan. Being a participant entitles you to receive certain documents explaining the Plan and reports dealing with the Plan's operation. You should be interested in how you become a participant and how your participation can stop.

8. How do I become a participant in the Plan?

Unless you are a Part-Time employee hired after 2006, you become a participant in the Plan on the first day of the Plan Year following a Plan Year in which you are credited with two months of Pension Service. Another way in which you may become a participant in the Plan is to earn at least 1,000 hours of Vesting Service during any 12-consecutive-month period. If you do, you will participate on the January 1 nearest the completion of such 12-month period.

If during the first 12 months of your work, you do not earn at least 1,000 hours of Vesting Service, then your qualifying period will be switched to a Plan Year basis unless you otherwise become a Plan participant. This means that, in order to become a participant in the Plan after that, you must earn at least 1,000 hours of Vesting Service during a Plan Year in order to become a participant in the Plan. When you do satisfy this requirement, you will become a participant on the first day of the Plan Year immediately following the Plan Year in which you earned such hours.

Rule for Part-Time Employees hired after 2006

For a Part-Time employee hired after 2006, the initial participation rules are different. If you are such an employee, you will become a Plan participant on the January 1 nearest to the date that you are at least age 18 and have earned at least a year of Pension Service, or 1,000 hours of Vesting Service during a period of 12 consecutive months.

When a spouse of a participant becomes entitled to Pre- or Post-Retirement Surviving Spouse benefit, such surviving spouse will also become a participant.

When a person is officially designated an “alternate payee” under a Qualified Domestic Relations Order, that person will become a participant.

9. Can my participation in the Plan ever stop?

Yes. If you incur a Break in Service (see Question 30) when you are not vested (see Question 31), your participation in the Plan will stop. Your participation will also stop in the event of your death.

10. Does self-employment count?

No. Under no circumstances will you receive any credit, for any purpose, under the Plan for work in self-employment. Certain federal laws may prohibit you from earning credit under the Plan as a result of your ownership of or position in a contributing employer. If you have a question on this point, you should contact the Plan Manager.

11. Suppose my employer wishes to contribute to the pension plan for me, or I wish to contribute on my own, even though I am not covered by a collective bargaining agreement, is it allowed?

No. Unless it is covered in a written agreement between your employer and Local 1500, or between your employer and the Trustees, no Pension Service can be given to you for any work you do, even if you or your employer contribute to the Pension Plan.

Earning Pension Service

The Pension Service you accumulate under the Plan is valuable to you because the more Pension Service you earn, the larger your pension benefit will be. Further, your Pension Service can be a determining factor in whether or not you are vested and whether or not you are eligible to receive other benefits under the Plan.

Because of this, it is very important that you make sure that the Plan Office has a complete record of all work that might earn you Pension Service under the Plan.

12. Why is Pension Service important?

Pension Service is important in determining your eligibility for, and the size of, your benefit and earning enough of it is one way of becoming vested under the Plan. Pension Service is earned in different ways during different periods of time.

13. How do I earn Past Pension Service?

You earn one-twelfth of a year of Past Pension Service for each whole calendar month during which you worked for an employer in a classification for which Local 1500 was the collective bargaining representative, prior to the date your employer became a contributing employer to the Plan, provided such employment was continuous to the date your employer was first required to contribute to the Plan and provided such employment was of the type for which employers are required

to contribute to the Plan. This applies only to employment with an employer that joined the Plan during 1957.

14. How do I earn Future Pension Service?

You earn one-twelfth of a year of Future Pension Service for each month for which your employer is required to contribute to the Plan. Future Pension Service may be earned only while you are a participant in the Plan. Hours of Future Pension Service means the hours you work in covered employment in a month for which your employer is required to contribute to the Plan.

15. How do I know I am getting proper credit for my work?

Pension and Vesting Service records are kept on a “Plan Year” basis, i.e. the calendar year. If you believe your employer has underreported or failed to report your hours of work in covered employment, you must present evidence satisfactory to the Trustees to receive credit for such hours. Thus, the burden of proof lies with you to affirmatively establish your entitlement to credit for underreported or unreported hours of covered employment.

16. Is there a limit on the number of years of Pension Service that I can accumulate?

No

17. Is there a limit on the amount of Pension Service that I can earn in any one Plan Year?

Yes; one year (twelve twelfths) of Pension Service.

18. Does my age have anything to do with the earning of Pension Service?

No

19. Can I lose my Pension Service once I have earned it?

Yes. If you incur a Break in Service (see Question 30) at a time when you are not vested (see Question 31), you will forfeit the Pension Service and Vesting Service that you have accumulated prior to the break in service.

Becoming Vested

This aspect of the Pension Plan is a special concern to the participant who leaves the bargaining unit before pension age.

20. What is vesting?

Vesting refers to a non-forfeitable right to a pension benefit under the Plan. Once you become vested, you will be entitled to receive your accrued pension benefit at your Normal Pension Date (or your Early Pension Date, if eligible) even if you leave covered employment and never return. Also, if you die after becoming vested,

but before starting your Normal or Early Pension, your surviving spouse may be eligible for a reduced pension under the Plan (see Question 59).

If you incur a Break in Service after you become vested, you will still be entitled to a benefit at pension age (if you are still alive).

In order to become vested under the Plan, you must fulfill certain requirements.

21. What are the requirements for vesting under the Plan?

You will be 100% vested in your accrued pension benefit if you satisfy any one of the following three alternate requirements:

- You satisfy the age and service requirements for a Normal or Early Pension;
- You have at least ten years of Pension Service (see Question 14); or
- You have at least five years of Vesting Service (see Question 24).

The vesting rules contained in this booklet are those currently in effect. If you incurred a Break in Service prior to January 1, 1999, your vesting is governed by the terms of the plan at the time you incurred the Break in Service. The change in the vesting rules effective January 1, 1999 were not retroactive and did not restore any Pension and/or Vesting Service lost prior to that date.

Earning Vesting Service

It is important that you know what Vesting Service is. Earning enough of it is one way to become entitled to ownership of your pension.

22. What is Vesting Service?

Vesting Service means active employment for which your employer is required to contribute to the plan, and, after 1975, also means "Related Employment." Hours of Future Pension Service and hours of Related Employment are called hours of Vesting Service.

23. Why is Vesting Service important?

Accumulating enough years of Vesting Service is one way to become "vested" under the Plan.

The amount of your Vesting Service is important to you in the event you incur a Break in Service before you are vested. If you incur a Break in Service before you are vested, you will lose the Pension and Vesting Service you have earned (see Question 31).

The amount of your Vesting Service can also be important in determining whether or not you are eligible for a Normal Pension.

24. How do I earn Vesting Service?

You will be credited with one year of Vesting Service for each Plan Year in which you earn at least six-twelfths of a year of Future Pension Service or in which you earn at least 1,000 hours of Vesting Service.

No partial years of Vesting Service can be earned. You can earn either one year of Vesting Service or no Vesting Service in a Plan Year.

Hours of Future Pension Service and hours of Related Employment are also counted as hours of Vesting Service.

25. What is an hour of “Related Employment” for the purposes of the Plan?

You earn an hour of Related Employment when you work for a contributing employer, but in a classification for which the employer is not required by a collective bargaining agreement to contribute to the Plan. Further, if you are in a non-contributory classification and you do not work, but you are paid by the contributing employer, that time will also count as Related Employment. There is a limit of 501 hours of Related Employment that you can earn during any one non-work period.

You cannot earn Related Employment unless such employment immediately precedes or follows employment that earned Pension Service.

However, if such Related Employment (during which you either work or do not work) is interrupted by your quitting or being fired by that contributing employer, or your retirement, then any time worked after that will not be classified as Related Employment.

If you earn Related Employment, it will be important (just as Pension Service is) for the purpose of initially participating in the Plan and accumulating years of Vesting Service and, therefore, becoming entitled to vesting and pension benefits under the Plan. You will not, however, receive credit for periods of Related Employment unless your employer is obligated to contribute to the Plan for other employees in the collective bargaining unit during the period in question.

26. What happens if I join Military Services?

The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) provides reemployment rights and benefits and protection from discrimination if you, either by induction or as a volunteer, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as Hours of Service for all purposes under the Pension Plan, including vesting, benefit accrual and eligibility in accordance with law. To be entitled to reemployment rights and pension benefits under the USERRA, you must:

1. Be absent from Covered Employment with an Employer because of your military service;
2. Give advance notice of your service to your Employer, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;
3. Be absent for military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;
4. Apply for a job with your Employer or another contributing Employer within the requisite time period (see below); and

5. Receive an honorable discharge or satisfactorily complete military service.

For periods of military service of less than 31 days or an absence due to a fitness exam, you must report back to Covered Employment not later than the first regularly scheduled work period on the first day after an eight hour break and after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for Covered Employment within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances.

If a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code §414(u)(5)), the deceased Participant's beneficiaries shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if such Participant had resumed Covered Employment and then terminated Covered Employment on account of death. In addition, the period of such Participant's qualified military services shall be treated as vesting service under the Plan.

Reciprocity

Reciprocity arrangements can protect your plan participation when you work in certain other plan areas.

27. What is reciprocity?

Reciprocity is the earning of vesting credit for periods of participation in a plan which has a reciprocity agreement with the Local 1500 Pension Plan. Presently the Local 1500 Pension Plan has a reciprocity agreement with certain other plans of local unions affiliated with the United Food and Commercial Workers International Union in the New York metropolitan area.

To determine if another pension plan is a signatory of the reciprocity agreement, contact the Plan Office.

Break In Service

There may be times in your work history when your employment under the Plan is interrupted by a break in service. Several Plan provisions deal with this situation.

28. What is a Break Year?

A Break Year means a Plan Year during which you are a participant in the Plan and are credited with less than one-twelfth of a year of Pension Service and less than 500 hours of Vesting Service.

29. Are there any exceptions to this provision?

Yes. A Break Year will not be charged to you for any Plan Year in which you were

- (a) totally disabled for more than one-half of the Plan Year, or
- (b) in the military service of the United States of America, in which case you will be protected in accordance with applicable federal law (See Question 26 above),
or
- (c) employed by the United Food and Commercial Workers International Union for more than one-half of a Plan Year, or
- (d) absent from covered employment because of your pregnancy, the birth of your child, your adoption of a child or your caring for your child immediately following birth or adoption.

If you are already protected against a Break Year for the Plan Year in which an absence under (d) above starts, the hours you miss will be applied to the following Plan Year, but only for the limited purpose of not being charged with a Break Year for that Plan Year.

30. What is a Break in Service?

If you incur a break year (Question 28) you have a break in service and any Accrued Benefit and Vesting Service are forfeited if you are not vested. However, your Accrued Benefit and Vesting Service shall be reinstated if, after 1986, you subsequently return to covered employment and, at the time you return to covered employment, the number of consecutive Break Years are less than the greater of (a) 5 or (b) the number of years of Vesting Service earned immediately before your Break in Service.

31. What happens if I incur a Break in Service when I am not vested?

If you are not vested, your participation in the Plan will stop, you will forfeit your Pension Service and Vesting Service earned prior to the break and you will also lose your most recent date of participation.

32. What happens if I experience a Break in Service when I am vested?

If you are vested at the time of the Break in Service, you are entitled to receive, at pension age, the benefit associated with the Pension Service you have earned. However, the amount of benefit to which you will be entitled will be “frozen” at the level of benefits in effect just before the first Break Year. You will be classified as having “interrupted” Pension Service.

33. If I incur a Break in Service, how is my pension benefit calculated?

The benefit rate that applies to Pension Service before the Break in Service will be the rate in effect just before the break.

34. Is there any other way that my accrued pension benefit can be “frozen”?

Yes. Even if you do not incur a Break in Service, whether or not you are vested, any time you are credited with less than one-twelfth of a year of Future Pension Service in a Plan Year (regardless of the reason), your accrued pension benefit associated with your Pension Service to date will be “frozen” at the level in effect just before that Plan Year.

Further, if you draw a Disability Pension under the Plan, your accrued benefit will be “frozen” at the amount of the monthly Disability Pension you receive, but not less than your otherwise accrued benefit at the time your Disability Pension starts. If you return to work and earn additional Pension Service, the additional pension you earn will be added to your frozen benefit when you retire.

35. May I borrow or assign my pension benefits?

No. Plan provisions prohibit assignment of your pension benefit for the payment of any obligation. Thus, your interest in the Plan is not subject to assignment or alienation, whether voluntary or involuntary.

However, there is an exception for a Qualified Domestic Relations Order (QDRO). A domestic relations order is a court order specifying that a specific amount of your pension must be paid to your former spouse or other person. You may request a copy of the Plan’s QDRO policy from the Plan Manager.

Finally, the Trustees may be able to recapture your pension payments if you are judged guilty of causing a loss to the Plan through criminal activity.

36. If the Plan is discontinued, what will happen to the assets of the Plan?

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the participants, surviving spouses, and beneficiaries, in an order of priority that is set forth under federal law. If all of the Plan benefits are provided by the assets of the Plan, and there is still money left over, the money is to be used to increase the benefits of the participants. Under no circumstances may money which has been properly contributed to the Plan be returned to any employer or the Union.

Normal Pension

The primary purpose of the Pension Plan is to arrange for the continuation of a portion of your wages after your working career is completed. Normally, this is at age 65 if you have satisfied the service requirement.

37. When may I start receiving my Normal Pension?

Once you are at least age 65 and withdraw from work in occupations represented by the U.F.C.W. Local 1500 in the Plan area, you may apply for a Normal Pension benefit provided that you have satisfied the service requirement for a Normal Pension. The effective date of your Normal Pension is called your Normal Pension Date.

38. How do I satisfy the service requirement for a Normal Pension?

You must either be vested or have been a participant in the Plan for at least five consecutive years and be at least age 65.

39. If I have not satisfied the service requirement at age 65, can I still qualify for a Normal Pension at a later age?

Yes. When you satisfy the service requirement after age 65, you are then eligible to retire and receive a Normal Pension.

40. How much is the Normal Pension?

The Normal Pension is a monthly amount per year of Pension Service as follows:

Service Earned	Clerk Division		Bakery Division	
	Full-Time	Part-Time	Full-Time	Part-Time
Before 1990	\$55.00	\$27.50	\$ 3.60	\$ 3.60
1990	55.00	27.50	15.00	7.50
1991	55.00	27.50	20.00	10.00
1/1/92 to 8/31/02	55.00	27.50	35.00	17.50
After 8/31/02	60.00	30.00	35.00	17.50

If you have “frozen” benefits as described in Questions 33 and 34, you should consult with the Plan Office regarding the amount of your benefit.

This answer assumes that you will not be receiving your pension benefit in the Married Couple form (see Question 51).

Early Pension

Under certain conditions you may start your pension before age 65. Because your life expectancy is longer the younger you are, and because of certain other financial aspects, there is to be expected a reduction in the amount of your otherwise Normal Pension if you choose to retire early.

41. Must I wait until age 65 to start my pension?

No. If you meet the service requirement for an Early Pension, you may start your pension at any time after age 55. The effective date of your Early Pension is called your Early Pension Date.

42. How do I satisfy the service requirement for an Early Pension?

To be eligible to receive an Early Pension, you must have at least 25 years of Pension Service.

43. How is my Early Pension calculated?

Your Early Pension payable on your Early Pension Date will generally be the greater of (A) or (B) below:

- (A) Your total Normal Pension multiplied by a factor as shown in the table below, interpolating for months between whole ages:

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
65	100.0%	59	57.2%
64	90.6%	58	52.4%
63	82.3%	57	48.1%
62	74.9%	56	44.2%
61	68.4%	55	40.7%
60	62.5%		

(B) Your Normal Pension earned through December 31, 2011 reduced by one-half of 1% for each whole calendar month that your Early Pension Date precedes the first day of the month coinciding with, or next following, your 60th birthday. There is no reduction if you are at least age 60 or have at least 30 years of Pension Service.

However, if you were at least age 55 with 30 years of service as of December 31, 2011 or were at least age 60 as of December 31, 2011, you are “grandfathered” and your Normal Pension earned throughout your career will be payable to you with no reduction on your Early Pension Date.

Disability Pension

It's possible that a participant may not be able to reach Normal or Early Pension age in active service because of total disability. A special Plan benefit is intended to provide a pension benefit to such an eligible disabled participant.

44. How disabled must I be in order to receive a Disability Pension?

You must be determined to be disabled by the Social Security Administration (“SSA”) and be eligible to receive a Social Security disability monthly pension and be unable to work. However, you should not wait to hear from Social Security to file your pension application with the Plan Office. As soon as you believe you might be entitled to a Disability Pension under this Plan, you should apply.

45. What are the other requirements for entitlement to a Disability Pension?

You must submit an application for the pension, you must not have received an Early Pension under the Plan, you must have been recently active in covered employment and you must satisfy the service requirement. If you are determined to be disabled by the Social Security Administration at age 65 or older, you will be entitled to a Normal Pension.

46. What does “recently active in covered employment” mean?

Being “recently active in covered employment” means you satisfy both of the following:

- you must have earned at least one-twelfth of a year of Pension Service during the Plan Year in which the effective date of your disability pension under this Plan occurs, or in one of the immediately preceding two Plan Years; and

- when the accident (or illness) that caused your disability occurred (or started), you were working in a job title covered by the terms of a collective bargaining agreement or participation agreement between UFCW Local 1500 and an employer.

47. What is the service requirement for a Disability Pension?

You must have at least 15 years of Pension Service.

48. What is the amount of the Disability Pension?

1. For Clerk Division Pension Service and Bakery Division Pension Service earned solely while a member of U.F.C.W. Local 1500, the Disability Pension equals the Normal Pension benefit;
2. For Pension Service earned while a member of the Bakery & Confectionery Sales Clerks' Union Local 150;
 - a. \$15.00 times your years of full-time Pension Service earned after 1989, plus
 - b. \$7.50 times your years of part-time Pension Service earned after 1989, plus
 - c. \$3.60 times your years of Pension Service (both full-time and part-time) earned prior to 1990.

49. How is my Normal, Early or Disability Pension calculated if I re-retire after having received a Disability Pension?

If you had received a Disability Pension, and return to work and then retire again under any form of Pension, your prior disability benefit will be frozen (but at not less than your accrued benefit at the start of your Disability Pension) and any future benefit earned will be added to the benefit that was frozen because of disability.

Surviving Spouse's Pension

There are three benefits available under the Plan that apply to the surviving spouse of a participant. Two benefits may be waived by the retiring participant and the participant's spouse: the Married Couple benefit and the Qualified Optional Survivor Annuity. The other benefit is automatic in the Plan: the Pre-Retirement Surviving Spouse's Pension.

50. What is the Married Couple form as it applies to pensions effective after 1984?

If you apply for a Normal or Early pension benefit, you and your spouse will have the opportunity to elect to receive a reduced monthly pension paid to you as long as you live with the provision that, if your eligible spouse outlives you, your spouse will receive 50% of the reduced monthly pension that you had been receiving.

In order for your surviving spouse to be eligible to receive such a benefit at your death, your spouse must have been lawfully married to you for at least one year up to the effective date of your pension and was continuously married to you during the one year period ending on your death.

If you are married on the effective date of your pension, but have not been married for at least one year, you may still elect the Married Couple form. However, in this case, the Married Couple form will not become effective until your first wedding anniversary and you and your spouse must be married to each other for one year up to your death for your spouse to be eligible to receive the benefit.

51. How much is the monthly pension I will receive if I want the pension to be paid in the Married Couple form?

This will depend upon your spouse's age as well as your own.

For example, let's assume that you are retiring at age 65 with an accrued monthly pension benefit of \$640 and your spouse is age 62. If you and your spouse decide not to receive your benefit in the Married Couple form, you would receive a monthly pension of \$640 as long as you live and that pension stops with your death. If you choose to receive a reduced monthly pension with the provision that 50% of such reduced monthly pension would continue to your surviving spouse as long as your spouse lives (i.e., the Married Couple form), you would receive a monthly pension of \$536 with the provision that your spouse receives one-half that amount, \$268, for as long as your spouse lives after your death.

If your spouse were 55 years old (instead of 62), the corresponding figure for the Married Couple form would be \$502 per month for you (instead of \$536).

These reductions apply only to the age combinations above. In all cases you should check with the Plan Office for the exact reductions for your situation.

52. How do we choose not to receive my benefit in the Married Couple form?

When you are applying for your pension, you and your spouse will have the opportunity to choose whether or not you will receive your benefit in the Married Couple form. You and your spouse will have a period of at least 30 days to make up your minds regarding how the benefit is to be paid. If you do not want to receive your benefit in the Married Couple form, both you and your eligible spouse must elect not to receive it.

Your spouse's agreement to waive the Married Couple form of pension must be notarized and made during the 180-day period ending with the effective date of your pension.

53. How can my spouse and I learn more about the Married Couple form of pension?

When you are considering retirement, contact the Plan Office and, at least 30 days prior to the effective date of your pension, the Plan Office will provide you and your spouse with a written explanation of:

- The terms and conditions of the Married Couple form;
- Your right to waive the Married Couple form, and the effect of such a waiver;
- Your spouse's rights with respect to your choice of pension; and
- Your right to revoke a previous election to waive the Married Couple form, and the effect of such a revocation.

54. If I die after I retire and my surviving spouse is eligible to receive the pension because my spouse and I elected the Married Couple form, must my spouse apply for it?

Yes. All benefits must be applied for under the Plan.

55. For how long will my spouse's pension be paid?

For the life of your surviving spouse. Once your spouse starts receiving it, your spouse's pension is non-forfeitable for any reason except death.

56. What happens if my spouse and I choose the Married Couple form, but I no longer have a spouse when I retire?

In the event that your spouse predeceases you prior to the effective date of your pension or you become divorced prior to the effective date of your pension, any election of the Married Couple form will be void and your pension will be determined in accordance with the provisions of the Plan on a "life only" basis. However, if you are divorced before you retire and, if your ex-spouse has a right to part of your pension under an appropriate Qualified Domestic Relations Order (QDRO), then your ex-spouse will receive the portion of your pension benefit required by the QDRO (see Question 67).

57. If my spouse and I choose the Married Couple form, I retire and start receiving my reduced pension and something happens to my spouse, will the amount of my pension be raised back to its original level?

If the effective date of your pension is after 1991, and your spouse dies before you do, but after the commencement of your pension, your pension will be adjusted back to its unreduced level. If the effective date of your pension was before 1992, no such adjustment applies.

If you become divorced or separated, however, the amount of the monthly pension payable will remain at the reduced level.

58. What if I want to provide a greater death benefit to my spouse?

Instead of the standard Married Couple benefit described in Question 51, you may elect the Qualified Option Survivor Annuity, which provides 75% of a reduced pension to be paid to your spouse after your death.

For example, assume you retire at age 65 with an accrued monthly pension benefit of \$640 and your spouse is age 62. If you choose to receive a reduced monthly pension with the provision that 75% of such reduced monthly pension would continue to your surviving spouse as long as your spouse lives (i.e., the Qualified Option Survivor Annuity), you would receive a monthly pension of \$496 and your surviving spouse would receive three-quarters of that, \$372, for as long as your spouse lives after your death.

If your spouse were 55 years old (instead of 62) the corresponding figure for the Qualified Option Survivor Annuity form would be \$453 per month for you (instead of \$496).

These reductions apply to only the age combinations above. In all cases, you should check with the Plan Office for the exact reductions for your situation.

59. How does the Pre-Retirement Surviving Spouse pension work?

If you die after you are vested but before the effective date of your Normal or Early Pension under the Plan, and your surviving spouse is eligible, your spouse may start receiving a pension benefit on what would have been the earliest date you would have been entitled, had you lived, to begin receiving a Normal or Early Pension. The Pre-Retirement Surviving Spouse Pension is payable monthly for as long as your spouse lives. Your spouse may defer receipt of this benefit beyond the earliest possible date.

This is called the Pre-Retirement Surviving Spouse Pension.

In order to be eligible to receive such a benefit, your spouse must have been lawfully married to you for at least one continuous year ending on the date of your death.

Applying For Normal, Early, or Disability Pension Benefits

All benefits must be applied for under the Plan. This rule applies to employees and surviving spouses. It is important that all information asked for be given as accurately as possible. Any payments made in error to anyone will be owed to the Plan and must be repaid.

60. When should I submit an application for my pension?

Normally, your application may be filed as early as six months in advance of the date you wish to have your pension start. This will enable the Trustees to process your application and be ready to pay benefits promptly on the first day of the month that you wish. You may file an application while you are still working.

61. When will my pension be effective?

If you are eligible, your pension will become effective on the first day of a month you choose. However, pension benefits cannot commence effective with a day prior to the first day of the month following the day the Plan Office receives your signed application for benefits, nor, if the benefit applied for is the Normal or Early Pension, prior to the first day of the month that is at least 30 days after the Plan Office has provided you with information regarding the Married Couple form of your pension.

62. Do I have to take a medical examination?

No medical examination is required to qualify for a Normal or Early Pension under the Plan.

63. Will proof of age be required?

Yes. In order to receive a pension benefit, proof of age must be submitted to the Plan Office. A birth certificate is the best proof; however, if you cannot obtain a birth

certificate, the Plan Office will tell you what will be required. The same rule applies to a surviving spouse entitled to a pension under the Plan.

You need not wait until your Pension Date to submit evidence of your date of birth; the earlier you submit evidence, the better.

64. If I forget to apply when I am eligible, can my pension payments be retroactive?

No

65. Must I apply for my pension as soon I am eligible?

In general, the answer to the question is “No.” However, you cannot postpone the effective date of your pension beyond the April 1 following the calendar year in which you reach age 72 even if you are still working in covered employment.

66. What are the consequences if I lie on my application, or if I submit false information or proof?

If you, or your surviving spouse, make a false statement material to an application, or submit fraudulent information or proof, then any benefits that are not vested under the Plan may be denied, suspended, or discontinued. The Plan will also have the right to recover any payments wrongfully made in reliance on the false or fraudulent statement, information or proof.

67. Will any of my retirement benefits be distributed to my spouse in the event I am divorced?

If, pursuant to a divorce (or other) decree issued by a court, your spouse, child, or other dependent is awarded all or a portion of your pension benefits under the Plan, and such court order meets the requirements of a Qualified Domestic Relations Order (QDRO), your pension benefits must be paid in accordance with such court order. The Trustees are required by law to obey the order of the court if it meets the requirements to be a QDRO.

The person claiming entitlement to your pension benefits must furnish the Trustees with a certified copy of the court order, which will be reviewed by the Trustees and the Plan Attorney to determine if it meets all requirements to be a QDRO. Once the Trustees receive a certified copy of a QDRO, you will be notified of its receipt. A copy of the provisions of the Plan relating to QDRO will be provided to you, upon request. You will also receive a determination, in writing, as to whether the court order meets the requirements of a QDRO.

In general, an order shall be treated as a QDRO if the Plan determines that:

- A. The order is made pursuant to a state domestic relations law (including a community property law);
- B. The order creates or recognizes an alternate payees' rights to (or assigns an alternate payee the right to) receive all or a portion of the participant's benefits. An alternate payee is defined as any spouse, former spouse, child or other

- dependent of the participant who is recognized in the QDRO as having a right to receive all (or a portion of) the benefits payable to the participant under the plan;
- C. The order clearly specifies the name of the participant and the name and mailing address of each alternate payee covered by the order;
 - D. The order clearly specifies the amount or percentage of the benefits to be paid by the plan to each such alternate payee (or the manner in which the amount or percentage is to be determined);
 - E. The order clearly specifies the number of payments or the period to which the order applies;
 - F. The order clearly specifies each plan to which the order relates;
 - G. The order does not require the plan to provide any form of benefit option not otherwise available under the plan;
 - H. The order does not require the plan to provide actuarially increased benefits; and
 - I. The order does not require the plan to provide benefits to an alternate payee which are to be paid to another alternate payee under a separate order previously determined to be a qualified domestic relations order.

68. May I transfer a distribution from this Plan directly into another qualified retirement plan or to an individual retirement account?

All or part of certain distributions may be transferred (“rolled over”) directly from this Plan to another qualified retirement plan or to an individual retirement account. These are referred to as eligible distributions. However, the following **ARE NOT** eligible distributions:

- A. Any distribution which is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your spouse or other beneficiary. **For example, your regular monthly pension benefit cannot be turned into a lump sum for rollover;**
- B. Any distribution which is one of a series of payments being made over a period of at least ten years;
- C. Any distribution which is a minimum distribution required to be made by law after you attain age 72;
- D. The portion of any distribution which is not includable in your gross income; or
- E. Payments made to someone other than an employee, an employee’s surviving spouse, or an Alternate Payee who is a spouse or former spouse as the result of a Qualified Domestic Relations Order.

Receiving Your Pension

Your pension payments will be a substantial part of your retirement income, and the details regarding the actual payment are explained in the following.

69. When will my pension payments start once I have applied?

If you have satisfied all the requirements of this Plan, your pension will start effective with the date you choose, but such date cannot be before the first day of the calendar month after the Plan Office receives your application for pension nor, for Normal or Early Pensions, the first day of the calendar month that is at least 30 days after the Plan Office provides you with information regarding the Married Couple option.

For example, if you submit your Normal or Early Pension application to the Plan Office on January 15th and have not, as yet, received the notice information from the Plan Office about the Married Couple option as it applies to you, your pension cannot start earlier than effective with March 1.

70. How often will I receive my pension payments?

Pension payments are made monthly at the beginning of the month for the month then starting.

71. For how long will I receive my pension payments?

Normal and Early Pension payments are payable as long as you live; the last payment payable to you is the one for the month in which you die. Disability Pension payments are payable as long as you live, but not beyond age 65, except that, if you stop being disabled (in accordance with the terms of what disability means under the Plan) before age 65, the last Disability Pension payment will be the payment due for the month in which you recover or work. A disability pensioner, at age 65, will be eligible for a Normal Pension in an amount equal to the pensioner's accrued benefit.

72. Are there any circumstances under which my pension payments can be reduced, suspended, or forfeited?

Once you become eligible for a Normal or Early Pension, the payments are non-forfeitable. However, *in general*, should you return to work after your retirement, any additional benefits you might accrue during a work period before January 1, 1989 and after December 31, 2010 will be suspended in any month you are under age 65 and work at least one hour of Prohibited Employment or any month you are age 65 or older and work at least 40 hours of Prohibited Employment.

In addition, if you work at least 125 hours or more in a month in Prohibited Employment, your entire Normal or Early Pension will be suspended.

Please refer to Part B of this booklet for full details of the Suspension of Benefits rules.

73. If I return to work under the Plan after once retiring on a Normal or Early Pension, then I retire again, how is my pension calculated?

You will receive credit for the additional Pension Service you have earned and your pension benefit will be adjusted once your benefits are no longer suspended as detailed in Part B of this booklet.

If you return to work after having received a Disability Pension and you retire again your pension benefit will be recalculated as described in Question 49.

74. If I am interested in providing that my spouse participate in some way in my pension benefit, what should I do?

There is such a benefit available; read Questions 51 and 58. When you apply for a pension benefit, if you are eligible, you and your spouse may provide that both of you will participate in your pension. You will be given the details as they apply to your own situation.

75. When I retire, may I take a cash settlement instead of monthly pension payments?

No. The Plan does not normally provide for lump sum payments in lieu of the monthly pension benefit. However, if the present value of your benefit is less than \$1,000, that present value will be paid to you in a lump sum in lieu of any benefits you might otherwise receive. If the present value of your benefit is between \$1,000 and \$5,000, you will be given the option to take a lump sum or have your money rolled over into an eligible retirement plan. If you do not choose between the lump sum and rollover, the Plan administrator will roll the amount over into an individual retirement plan on your behalf and notify you in writing that the distribution may be transferred to another individual retirement plan.

Appeal Procedure

Each claim for any benefit disbursement under this Plan is reviewed under the direction of the Trustees. In evaluating a claim, the Trustees rely upon plan records, information supplied by the participant and the participant's employer, as well as the Plan of Benefits. Sometimes the Plan Office will not receive all the pertinent details when a claim is presented. However, regardless of the reason for any denial, you are entitled to a review if your claim is denied.

76. How can I appeal a decision by the Trustees to deny my application for a benefit under this Plan?

If your claim is denied, in whole or part, you should write to the Trustees at the Plan Office, asking that the claim denial be reviewed. You will have an opportunity to review the documents which relate to the claim itself and may submit evidence in support of your appeal.

After their meeting to review your claim, the Trustees will communicate the results of the review directly to you.

77. Is there a time limit for appeal?

Yes. In order for you to be able to use the appeal procedure, you must make your written request to the Trustees for the review within 60 days following the date that you receive the denial. For Disability Pension appeals, you must make your written request within 180 days after receipt of the Fund's denial.

78. Where can I find out more about the appeal procedure?

The complete text of the procedure is contained in Part C of this booklet.

Part B: Plan Provisions Regarding Suspension of Normal and Early Pensions

Suspension of Normal and Early Pension Benefit

General

Once you become eligible for a Normal or Early Pension, the payments are non-forfeitable. However, *in general*, should you return to work after your retirement, any additional benefits you might accrue during a work period before January 1, 1989 and after December 31, 2010 will be suspended in any month you are under age 65 and work at least one hour of Prohibited Employment or any month you are age 65 or older and work at least 40 hours of Prohibited Employment.

Any additional benefit accrual will not be earned during the months you are working based upon your age, the hours you work in any given month, and the period you earned your benefits in, as summarized in the table below:

Allowed hours in Prohibited Employment before benefits are suspended

Period Benefits Were Earned	Age	
	Pre 65	Post 65
Pre – 1982	0	0
1982 – 1988	39	39
1989 – 2010	124	124
2011 and later	0	39

When you cease working in Prohibited Employment, your pension will be increased to reflect the amount of benefit accrued while employed after December 31, 2010, assuming the benefits you earned were otherwise suspended under the table above.

In addition, if you work at least 125 hours or more in a month in Prohibited Employment, your entire Normal or Early Pension will be suspended.

Prohibited Employment

For the purpose of this Article, Prohibited Employment means employment (whether union or non-union, working or supervising such work, whether contributions are required to be made to the Fund on account of such hour or not) for which the Pensioner is compensated by the Employer:

- A. In the same industry in which Employees covered by the Plan worked at the effective date of the affected Pensioner's pension; and
- B. In the same profession, trade, or craft in which the affected pensioner worked at any time that was classed as Covered Employment for the pensioner; and
- C. In the Plan Area or in an area covered by a reciprocal agreement.

However, the portion of a Pensioner's Accrued Benefit earned prior to January 1, 2011, in part-time employment, will not be considered to have been earned in Prohibited Employment if contributions were required to be made to the Plan for such Employment.

For the purpose of this Article, industry includes:

- Traditional Supermarket and Fresh Format stores;
- Limited-Assortment Stores (e.g., Trader Joe's and Aldi);
- Super Warehouse (e.g., Cub Foods, Food 4 Less);
- Wholesale Clubs (e.g., Sam's Club, Costco, BJ's);
- Supercenters (e.g., Walmart, Target);
- Dollar Store (e.g., Dollar General, Dollar Tree);
- Drug (e.g., Walgreens, CVS).

Plan Area

For the purposes of this Article, Plan Area means the states of Connecticut, New Jersey and New York.

Notification

No pension benefit payments may be withheld from a Pensioner until the first month following the Trustees notification to the Pensioner of the suspension. Such notification shall be delivered personally or by first class mail and shall contain:

- A. A description of the reason pension payments are being suspended;
- B. A general description of this article;
- C. A copy of this article;
- D. A statement that an appeal of the trustees' decision in this matter may be accomplished using the plan's claim denial appeal procedure;
- E. A statement that the department of labor regulations dealing with suspension of benefits may be found in section 2530.203-3 of the code of federal regulations; and
- F. A copy of the section of this article dealing with recovery of payments that should have been withheld.

Presumption

Subject to correction by actual evidence, the Trustees may presume that a Pensioner who works at least some time in Prohibited Employment in a month has or will work at least 125 hours in such Prohibited Employment in that month unless, within five days of the start of such employment, the Pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Article.

Resumption of Pension Payments

In order that the payment of monthly pension benefits be resumed under this Plan once a suspension described in the first two sections of this Article has taken

place, the Pensioner must notify the Trustees in writing that such Pensioner has ceased working at Prohibited Employment.

The Trustees shall resume the pension payments to the Pensioner in a monthly amount, adjusted annually to the extent required by law, which shall reflect any additional benefit earned.

Such payments shall resume with the first day of the third calendar month following the calendar month in which the Trustees receive the Pensioner's notice called for in this Article. Subject to the next section, should the Pensioner be due any payments for months in which the Pensioner did not work the proscribed number of hours of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

Recovery

In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payments otherwise payable to the Pensioner for the month immediately following his cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such unrecovered difference by reducing the subsequent monthly pension payments by no more than 25% until such recovery is complete.

Status Determination

A Pensioner or Employee may write to the Trustees to determine if an actual or contemplated employment is Prohibited Employment and the Trustees shall reply to such request after a reasonable opportunity to obtain and review all information necessary to make such reply.

Exception

The provisions of this Article shall not apply to any pension benefits paid to a Pensioner because of the mandatory distribution requirements of this Plan.

Part C: Claim Denial and Appeal Procedures

Initial Adverse Benefit Determinations

For Claims Other Than Disability Pension Claims:

If your claim for benefits is denied, in whole or in part, for any reason, then within 90 days after this Plan receives your claim, this Plan will send you written notice of its decision, unless special circumstances require an extension, in which case the Plan will send you written notice of the decision no later than 180 days after the Plan receives your claim. If an extension is necessary, you will be given written notice of the extension before the expiration of the initial 90-day period, which shall indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination.

The Plan's written notice of its decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based, a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary (if applicable); and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act if your appeal of an adverse benefit determination is unsuccessful.

For Disability Pension Claims:

If your claim for disability pension benefits is denied in whole or in part for any reason, then within 45 days after this Plan receives your claim, this Plan will send you written notice of its decision. This period may be extended for up to two 30-day periods due to matters beyond the control of the Plan. For any extensions, the Plan will provide advance written notice indicating the circumstances requiring the extension and the date by which the Plan expects to render a decision. Any notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues (if any), and you shall be afforded at least 45 days within which to provide specified information (if applicable).

The Plan's written notice of its decision regarding a disability pension claim will include the information described above in regard to non-disability pension claims. In addition, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request. Further, if the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, the written notice shall contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided upon request.

Appeal of Adverse Benefit Determinations

If you are not satisfied with the reason or reasons why your claim was denied, then you may appeal to the Board of Trustees. To appeal, you must write to the Trustees within 60 days (180 days in the case of disability pension claims only) after you receive this Plan's initial adverse benefit determination. Your correspondence (or your representative's correspondence) must include the following statement: *"I am writing in order to appeal your decision to deny me benefits. Your adverse benefit determination was dated _____, 20 ____."* If this statement is not included, the Trustees may not understand that you are making an appeal. If the appeal letter is coming from your representative, it must include a statement that he or she is representing you in your appeal and must include a statement, signed by you, which states that you have authorized him or her to represent you. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to communicate about your situation to someone unless they are sure he or she is your chosen representative.

You shall have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim if it was relied upon in making the benefit determination; was submitted and considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making benefit determination; demonstrates compliance with the administrative processes and safeguards required in making the benefit determination; or, in the case of disability pension claims only, constitutes a statement of policy or guidance with respect to the Plan concerning the denied benefit, without regard to whether such advice or statement was relied upon in making the benefit determination. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition, with regard to disability claims: (1) the review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination nor the subordinate of such individual; (2) insofar as the adverse benefit determination is based on medical judgment, the Board will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (3) such health care professional shall not be the individual, if any, who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual; and (4) medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the adverse benefit determination, will be identified.

Determinations on Appeal

The Trustees at their next regularly scheduled meeting after receipt of the appeal will make a determination on the appeal. However, if the appeal is received less

than thirty (30) days before the next regularly scheduled meeting, the decision may be made at the second meeting following receipt of the appeal. If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is received. Before an extension of time commences, you will receive written notice of the extension, describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination not later than 5 days after the determination is made.

If your appeal is denied, the Plan's written notice of the Board's decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based, a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

In addition, for disability pension claims, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, the notice will provide either the specific rule, guideline, protocol, or other similar criterion or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request. Further, if the adverse benefit determination is based on lack of medical necessity, experimental treatment or similar exclusions or limits, the written notice shall contain an explanation of the scientific or clinical judgment of the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided upon request. The Trustees' decision with respect to their review of your appeal shall be final and binding upon you, since the Trustees have exclusive authority and discretion to interpret the Plan and to determine all questions of eligibility and entitlement to benefits thereunder. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, you may start a legal action against the Plan.

Part D: Your Rights under ERISA

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

- A. Examine, without charge, at the Plan Office, all Plan documents, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- B. Obtain, upon written request to the Trustees, copies of documents governing the operations of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Trustees may make a reasonable charge for the copies.
- C. Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of this summary annual report.
- D. Obtain a statement, free of charge, telling you whether you have a vested right to receive a pension at age 65 and, if so, what your benefits would be at your Normal Pension Date if you stopped working under the Plan now. If you do not have a vested right to a pension, the statement will tell you how many more years you have to work to earn a vested right to a pension. If you want to receive it, this statement must be requested by you in writing and it is not required to be given more than once a year.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the 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 benefit or exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Trustees to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, 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 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.

If you have any questions about this statement or about your rights under ERISA, you may contact the nearest Regional Office of the Employee Benefits Security Administration, U.S. Department of Labor. This office is located at 33 Whitehall Street, 12th Floor, New York, NY 10004; the phone number is 212-607-8600; the fax number is 212-607-8681.

You may also contact the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

Part E: Technical Details

As required by the Employee Retirement Income Security Act of 1974 ("ERISA")

1. **Plan Name:** U.F.C.W. Local 1500 Pension Plan.
2. **Edition Date:** This Summary Plan Description is produced as of November 1, 2020.
3. **Plan Sponsor:** Trustees of the U.F.C.W. Local 1500 Pension Plan.
4. **Plan Sponsor's Employer Identification Number:** 23-7176372.
5. **Plan Number:** 001.
6. **Type of Plan:** A defined benefit pension plan.
7. **Plan Year Ends:** December 31.
8. **Plan Administrator:** Trustees of the U.F.C.W. Local 1500 Pension Plan, 425 Merrick Avenue, Westbury, NY 11590, 516-214-1300.
9. **Agent for the Service of Legal Process:** Plan Manager, U.F.C.W. Local 1500 Pension Plan, 425 Merrick Avenue, Westbury, NY 11590, 516-214-1300

In addition to the person designated as agent of service of legal process, service of legal process may also be made upon any Plan Trustee.

10. **Type of Plan Administration:** Self and Third Party Administration.
11. **Type of Funding:** Trust fund.
12. **Sources of Contributions To Plan:** Employers required to contribute to the Pension Plan.
13. **Collective Bargaining Agreement:** This Plan is maintained in accordance with collective bargaining agreements or Participation Agreements between an employer and the Trustees. A copy of the agreement(s) covering your participation in the Plan may be obtained by you upon written request to the Plan Manager and is available for examination by you at the Plan Office.
14. **Participating Employers:** You may receive from the Plan Manager, upon written request, information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.
15. **Plan Benefits Provided by:** The U.F.C.W. Local 1500 Pension Fund.
16. **Eligibility Requirements, Benefits & Termination Provisions of the Plan:** See Part A of this booklet.
17. **How to File a Claim:** Application for all benefits must be made in writing on forms that should be obtained from the Plan Manager at the Plan Office. You may secure such forms by writing, telephoning, or visiting (during the hours of 8:30 A.M. to 4:30 P.M. on regular business days) at the Plan Office. The address is:

425 Merrick Avenue
Westbury, NY 11590
516-214-1300

No benefit payments will be paid prior to the first day of the month following the date a signed application is received at the Plan Office. This provision is modified by the provisions of Article 5 of the Plan of Benefits.

18. **Review of Claim Denial:** See Part C of this booklet.

19. Pension Benefit Guaranty Corporation (PBGC) Insurance:

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

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

The maximum benefit that the PBGC guarantees is set by law. Only benefits that you have earned a right to receive and that cannot be forfeited (called vested benefits) are guaranteed. There are separate insurance programs with different benefit guarantees and other provisions for single-employer plans and multiemployer plans. Your Plan is covered by PBGC's multiemployer program. Specifically, the PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75 percent of the next \$33 of the accrual rate, times each year of credited service. The PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

The PBGC guarantee generally covers: (1) Normal and Early Pension benefits; (2) Disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

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

Even if certain facets of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Trustees or contact the PBGC's Technical Assistance Division, 1200 K. Street N.W., Washington, D.C. 20005-4026 or call 800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

20. The Plan Sponsor and Plan Administrator:

The Plan Sponsor and Plan Administrator is the Board of Trustees of the U.F.C.W. Local 1500 Pension Fund. The following are individual Trustees that make up the Board as of November 1, 2020.

Robert W. Newell, Jr. UFCW Local 1500 425 Merrick Avenue Westbury, NY 11590	Patrick J. Durning Wakefern Food Corporation 33 Northfield Avenue P.O. Box 7812 Edison, NJ 08818-7812
Aly Y. Waddy UFCW Local 1500 425 Merrick Avenue Westbury, NY 11590	Robert W. Jandovitz King Kullen Grocery Company, Inc. 185 Central Avenue Bethpage, NY 11714
Joseph D. Waddy UFCW Local 1500 425 Merrick Avenue Westbury, NY 11590	Robert Spinella Stop & Shop Supermarket 287 Bowman Avenue Purchase, NY 10577

- 21. Loss of Benefits:** Under certain circumstances you may lose all or part of your accrued benefits. Some situations are:
- A. If you incur a Break in Service before you are vested, your entitlement to any benefit associated with the lost service will be forfeited;
 - B. If, after retiring, you return to work in certain prohibited employment for more than a number of hours per month specified in the Plan, your pension benefit for such months of work will be forfeited;
 - C. Under certain circumstances, in accordance with federal legislation, the Trustees may retroactively reduce benefits;
 - D. If any detail regarding your participation in the Plan has been misstated, or a clerical error occurs, which causes a higher benefit to be paid to you than that to which you are entitled, an adjustment in your benefit will be made, based upon the correct facts;
 - E. Because current federal legislation places a limit on the amount of retirement benefit an employee is permitted to receive from one or more qualified retirement plans of the same employer, it is possible, in certain circumstances, your benefit accrued under this Plan could be reduced;
 - F. The terms of a Qualified Domestic Relations Order may require that all or part of your benefits be paid to another person;

- G. If the Plan terminates and there are not enough assets to provide your benefit and the Pension Benefit Guaranty Corporation does not make up the difference, there will be a reduction in your accrued benefit; and
- H. If you are judged guilty of a crime causing a loss in Plan assets, you may, under certain circumstances, forfeit all or part of your benefits. Further, if a civil judgment for breach of fiduciary duty relating to the Plan calls for it, your benefits may be used in whole or part toward satisfying such judgment. In either case the order or requirement to pay must expressly provide for the set-off.

Plan Highlights

These provisions apply to participants who earn Pension Service on and after November 1, 2020. These provisions may change in accordance with Federal law. If you have incurred a Break in Service prior to that date, please contact the Plan Manager.

Normal Pension

- Eligibility: Age 65 with at least five years of plan participation.
- Monthly Pension: An amount per year of Pension Service as follows:

Monthly Benefit Amount per year of Pension Service				
<u>Service Earned</u>	<u>Clerk Division</u>		<u>Bakery Division</u>	
	<u>Full-Time</u>	<u>Part-Time</u>	<u>Full-Time</u>	<u>Part-Time</u>
Before 1990	\$ 55.00	\$ 27.50	\$ 3.60	\$ 3.60
1990	55.00	27.50	15.00	7.50
1991	55.00	27.50	20.00	10.00
1/1/92 to 8/31/02	55.00	27.50	35.00	17.50
After 8/31/02	60.00	30.00	35.00	17.50

For information regarding pension service earned in the Bakery & Confectionery Sales Clerks' Union Local 150 Pension Plan, contact the Pension Plan office.

Early Pension

- Eligibility: Age 55 with at least 25 years of Pension Service.
- Monthly Pension: Generally the greater of the following:
 1. Your Normal Pension earned through 12/31/2011 reduced by 1/2 of 1% per month prior to age 60, with no reduction if you have at least 30 years of Pension Service, or
 2. Your Normal Pension earned throughout your career reduced actuarially prior to age 65, (see Question 43 above)

However, if you were at least age 55 with 30 years of Pension Service or were at least age 60 as of 12/31/2011, your Early Pension benefit will be equal to your unreduced Normal Pension benefit.

Disability Pension

- Eligibility: You are eligible for a Disability Pension if
 1. You are entitled to a Social Security disability pension, and
 2. You are not employed or self-employed, and
 3. You have at least 15 years of Pension Service and at least two years of Future Pension Service, and
 4. You are not yet age 65 at the start of your disability, and
 5. You were recently active in covered employment at the start of the disability pension.

- Monthly Pension:
 1. For Clerk Division Pension Service and Bakery Division Pension Service earned solely while a member of U.F.C.W. Local 1500, the Disability Pension equals the Normal Pension benefit;
 2. For Pension Service earned while a member of the Bakery & Confectionery Sales Clerks' Union Local 150;
 - a. \$15.00 times your years of full-time Pension Service earned after 1989, plus
 - b. \$7.50 times your years of part-time Pension Service earned after 1989, plus
 - c. \$3.60 times your years of Pension Service (both full-time and part-time) earned prior to 1990.

Surviving Spouse Pension

- Before Normal or Early Retirement: if you die after you are vested and are married for at least one year at your death, the amount of pension available to your surviving spouse will be equal to 50% of a reduced pension payable on the earliest date you would have otherwise been eligible to retire.
- After Normal or Early Retirement: Paid based upon the option selected.

Vesting

- Eligibility: five years of Vesting Service (provided you earned at least one hour of Vesting Service after 1998) or ten years of Pension Service.
- Monthly Pension: Normal Pension at Normal Pension Date, or Early Pension at Early Pension Date if you are otherwise eligible.

Important: This section is only a brief outline of the plan benefits. Please read the whole booklet.

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