United Food and Commercial Workers Unions and Employers Midwest Pension Fund

SUMMARY PLAN DESCRIPTION

DECEMBER 2019 EDITION

UFCW

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

AFL-CIO-CLC

UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS MIDWEST PENSION PLAN

TO ALL PARTICIPANTS:

As the Board of Trustees, we are pleased to present you this booklet (or "Summary Plan Description") describing the features of the United Food and Commercial Workers Unions and Employers Midwest Pension Fund ("Plan"). This booklet summarizes some of the important features of the Plan's administration. The information in this booklet reflects the terms of the Plan through December 2019.

Your pension benefit is one of the most important aspects in your lifetime of financial planning. It is important that you read this booklet carefully. We also urge you to show this booklet to your family because it is important that they are aware of your retirement pension and the survivor protection features.

The Trustees will continue to keep you advised of any changes in the provisions of this Plan, as we continue our efforts to provide a greater measure of security for employees who work in the industry. However, we can only keep you advised if the Plan Office has your current address on record at all times.

If you have any questions about your pension benefits under the Plan, please contact the Plan Office; the representatives at the Plan Office will be happy to assist you.

Sincerely,

BOARD OF TRUSTEES

Your pension rights are governed by the provisions of the Plan Document of this Plan, as amended from time to time. You may wish to refer to the full text of the Plan Document to answer specific questions. If any inconsistencies exist between the information included in this booklet and the provisions of the Plan Document, the provisions of the Plan Document will prevail. A copy of the full text of the Plan Document can be obtained by contacting the Plan Office in writing. A charge may be made for a copy of the Plan Document. However, the Plan Document may be reviewed, without charge, at the Plan Office.

Benefits under this Plan will be paid only if the Board of Trustees decides in its discretion that the applicant is entitled to them. The Trustees have full discretion to determine the facts for each claim, and to interpret and apply all provisions of the Plan Document according to its terms.

PRIOR PENSION FUND MERGER

To Former Participants of the Retail Clerks Central Division Pension Plan

On May 31, 1977, the Participants of the Retail Clerks Central Division Pension Fund ("Central Division Fund") merged with the Participants of the Chicago Area Retail Food Clerks Pension Fund ("Food Pension Fund"). The merged pension fund is now this Plan (United Food and Commercial Workers Unions and Employers Midwest Pension Fund.) As described in this booklet, this Plan applies both to Participants of the former Food Pension Fund and to employees who were participating in the Central Division Fund on May 31, 1977.

This Plan does not apply to former Participants of the Central Division Fund who retired or left Covered Employment before May 31, 1977. The provisions of the Central Division Fund in effect at the time of retirement or leaving Covered Employment would apply.

If you were previously covered under the Central Division Fund and are now covered under this Plan, the calculation of your pension eligibility and of your potential pension benefit amount is determined as follows:

- For periods of employment prior to January 1, 1977, the provisions of the Central Division Fund apply; and

- For periods of employment on and after January 1, 1977, the provisions of this Plan apply.

However, if you were previously covered under the Central Division Fund and your Employer is contributing on your behalf into the Plan at a rate of less than $0.12 per hour when you retire or leave Covered Employment, the pension benefit schedule of the Central Division Fund will be used for all years of service.

If you were a Participant in the Central Division Fund, you also should become familiar with the provisions of that plan. A copy of the Summary Plan Description of the Central Division Fund as of May 31, 1977 is available upon request from the Plan Office.

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IMPORTANT NOTES

Save This Booklet

Read this booklet carefully and save it for future reference. Make certain you understand the Plan fully so you can use it to your best advantage. Tell your family, particularly your spouse, about this booklet and where you keep it filed.

File Early

When you are planning your retirement, you should try to file your pension application with the Plan Office about six months before your retirement date. It typically takes several months to collect all of the information needed to process your application.

The Plan, Trust Agreement and Plan Document

This Plan is a legal trust fund set up for the purpose of providing retirement benefits. An Agreement and Declaration of Trust (or "Trust Agreement") established the Plan. The Trust Agreement and the Plan Document govern the Plan's operation.

The Plan Document is the legal document that sets forth the various types of benefits provided by the Plan, the benefit amounts and also the eligibility requirements.

Plan Documents Control

This booklet, the Summary Plan Description, describes the benefits provided by the Plan in general terms and does not provide all the rules under which the Plan operates. If there is an inconsistency between the Summary Plan Description and the legal documents governing the operation of the Plan, such as the Plan Document, Trust Agreement, Collective Bargaining Agreements or Plan rules and regulations, those legal documents will control.

Change of Plan

The Board of Trustees reserves the right to amend, modify or discontinue all or part of the Plan whenever, in its judgment, conditions so warrant. If the information in this booklet changes, the Plan Office will send you a notice of the change in accordance with the law.

Plan Administration

The Board of Trustees, which serves without any compensation, acts on behalf of you and your fellow employees in managing all aspects of the Plan's operations. The Board of Trustees is made up of an equal number of Union and Employer representatives whose powers and duties are set forth in a legal document called the Agreement and Declaration of Trust. The Trustees have retained the Plan Office to oversee the day-to-day operations of the Plan. You can contact the Trustees in care of the Plan Office.

Determination by Board of Trustees Binding

The Board of Trustees of the Plan has complete authority to apply and interpret this booklet and the Plan Document, and to determine the level of proof that will be required to establish eligibility for benefits.

All questions or controversies of whatsoever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this booklet and the Plan Document, or as to any writing, decision, instrument or accounting in connection with the operation of the Plan, or otherwise, shall be submitted to the Trustees or, where Trustee responsibility has been delegated to others, to such delegates for a decision. Any decision of the Board of Trustees shall be binding upon all persons. In the event a claim for benefits is denied, no lawsuit or other action against the Plan or the Trustees may be filed until after the decision has been appealed and reviewed by the Trustees in accordance with the procedures established under the Plan.

No Agent may Interpret

Effective August 2018, the Board of Trustees retained Zenith American Solutions to provide administrative services at the Plan Office and to assist you with pension benefit questions. Contact information for the Plan Office is set forth below.

You should remember that only the Board of Trustees has authority to interpret the Plan. Neither the Plan Office nor Employer or Union representatives are authorized to interpret the Plan, its benefit provisions or its eligibility requirements. As a courtesy to you, members of the Plan Office may respond informally to telephone or in-person inquiries about your benefits. However, you should not rely on oral information and answers because they are not binding on the Plan. Only the Board of Trustees has the discretion to determine eligibility for benefits and to interpret the Plan.

If you have any questions relating to the Plan, it is best to write to the Trustees and request written answers. You may direct requests to the Plan Office at:

United Food and Commercial Workers Unions and
Employers Midwest Pension Fund
18861 90th Ave, Suite A
Mokena, IL 60448
Phone: 800-621-5133
Facsimile: 847-384-0188
www.ufcwmidwest.org

The Cost of the Plan

The entire cost of the Plan is paid by the participating Employers who contribute to the Plan in accordance with their Collective Bargaining Agreements or other written agreements. No contributions are required from you and none are permitted.

DEFINITIONS

Several defined terms are used frequently throughout this booklet. To help you better understand your pension benefits under the Plan, it is important that you know these definitions.

Calendar Year

The 12-month period commencing on January 1 and ending on December 31. For purposes of ERISA Regulations, the Calendar Year will serve as the computation period for determining future Eligibility Service and Credited Service (i.e., determining vesting and benefit accruals under the Plan).

Collective Bargaining Agreement

A Collective Bargaining Agreement is a written agreement that provides for an Employer's contributions to the Plan on behalf of its Employees.

Covered Employment

The time you work for an Employer in a position requiring Employer contributions into the Plan on your behalf. Covered Employment may include certain other periods when contributions were not required to be made on your behalf, such as:

- Employment with an Employer prior to the time contributions were first made on your behalf if your work for this Employer was similar to work for which Employer contributions are now required; or

- Employment in the industry for an Employer covered by a Collective Bargaining Agreement with a Union.

Credited Service

Your period of Covered Employment that is used to determine the amount of your pension benefits.

Early Pension

You are eligible for an Early Pension when you have (1) reached age 55 or accrued at least 400 hours of Covered Employment in the Calendar Year in which you became age 54, and (2) earned 10 or more years of Eligibility Service. The Early Pension is reduced relative to the Normal Pension as follows, depending on when you accrued your benefit:

- Accruals prior to January 1, 2011. With respect to accruals earned prior to January 1, 2011, the Normal Pension is reduced for each month that your Early Pension commencement date precedes your Normal Retirement Age applicable to such accruals.

- Accruals on and after January 1, 2011. With respect to accruals earned on and after January 1, 2011, the Normal Pension is reduced for each month that your Early Pension commencement date precedes the date that you turn 62, provided that you also have at least 10 years of Eligibility Service and retire from Covered Employment.

Eligibility Service

Your period of Covered Employment that is used to determine your eligibility for pension benefits. You may also receive Eligibility Service for a period of non-covered employment (employment which does not require the Employer to make contributions to the Plan on your behalf) with a contributing Employer if the period immediately precedes or follows your period of Covered Employment.

Employee

If you work for an Employer who is required to pay contributions to the Plan for hours you work on a job in accordance with a Collective Bargaining Agreement or other written agreement providing for such contributions, you are an Employee covered under the Plan.

Employer

If your employer is required to contribute to the Plan on your behalf in accordance with a Collective Bargaining Agreement or other written participation agreement providing for such contributions to the Plan, it is considered an Employer under the Plan.

ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time.

Industry Employment

Industry Employment means work in any capacity involving industry or related operations that is located within this area of the country or work while participating in any pension plan with which this Plan has a Reciprocity Agreement.

Normal Retirement Age

Accruals on and after January 1, 2011. Effective for accruals earned on and after January 1, 2011, Normal Retirement Age is 65, or if later, the date of your fifth anniversary after you commenced participation in the Plan.

Accruals before January 1, 2011. For accruals earned prior to January 1, 2011, Normal Retirement Age is determined as follows:

- If you accrued 400 or more hours of Covered Employment in any Calendar Year after 1991 and you did not receive any pension payments for a month prior to March 1994, your Normal Retirement Age is 60, or, if later, your age at the time you meet the vesting requirements (see page 11).

- If you did not accrue 400 or more hours of Covered Employment in any Calendar Year after 1991, or if you received any pension payments for a month prior to March 1994, your Normal Retirement Age is 62 or 65 depending on the Plan provisions in effect at the time you left Covered Employment.

Normal Retirement Date

Your Normal Retirement Date is the first day of the month following the day on which you attain Normal Retirement Age.

Participant

An Employee of an Employer who meets the requirements for participation under the Plan, as described in this booklet or a former Employee who has earned a vested right to a pension benefit under the Plan.

Plan

United Food and Commercial Workers Unions and Employers Midwest Pension Fund. Please note that on May 31, 1977, the Participants of the Retail Clerks Central Division Pension Fund merged with the Participants of the Chicago Area Retail Food Clerks Pension Fund. The merged pension fund is now known as this Plan.

Plan Year

The 12-month period commencing on December 1 and ending on November 30.

Spouse

A Participant's spouse or surviving spouse recognized under applicable law to whom the Participant was legally married as of the Participant's benefit commencement date (or Normal Retirement Date, in the case of Disability Retirement) or, if earlier, as of the Participant's date of death.

Union

Any Local Union affiliated with United Food and Commercial Workers International Union, AFL-CIO, CLC, and participating in the Plan.

PARTICIPATION IN THE PLAN

You become a Participant in the Plan on the earliest December 1st or June 1st immediately following the date on which you complete 400 hours of work in Covered Employment within the 12-month period beginning with your employment commencement date (i.e., a position requiring Employer contributions to the Plan on your behalf).

EXAMPLE

If you started working in Covered Employment on February 1, 2019 and are employed for 400 hours before June 1, 2019, you will become a Participant on June 1, 2019.

You are no longer a Participant in the Plan, if, in a given Calendar Year, you fail to complete 400 hours of Covered Employment or, alternatively, 500 hours of employment attributable to a period of excused absence. This is called a Break Year and is further described on pages 11-15.

If you lose your Participant status you can become a Participant again if you earn 400 hours of Covered Employment in a subsequent Plan Year (December 1 - November 30). However, if you have earned the vested right to a pension benefit under the Plan, then you cannot lose your status as a Participant.

ELIGIBILITY SERVICE AND CREDITED SERVICE

- Your eligibility to receive a pension depends on the number of years of Eligibility Service that you earned under the Plan.

- The amount of your pension depends on the number of years of Credited Service that you earned under the Plan.

Your years of Eligibility Service and Credited Service are determined differently for Future Service and Prior Service, as described below.

Future Service

For Calendar Years after 1975, you earn Future Service each Calendar Year based on the number of hours for which Employer contributions were required to be made to the Plan after you become a Participant. Future Service is earned in full or partial years after the Calendar Year in which your Employer first contributed to the Plan.

NOTE: Future Service earned prior to 1976 is determined in accordance with the provisions of the Plan in effect when the service was accrued.

Eligibility Service You will earn one year of Eligibility Service for each Calendar Year in which you accrue 400 or more hours of Covered Employment. You will not earn any Eligibility Service for a Calendar year in which you accrue less than 400 hours of Covered Employment.

In addition, you are also entitled to one year of Eligibility Service (but not Credited Service) for each Calendar Year during which you accrue 1,000 or more hours of non-covered employment with a contributing Employer (i.e., employment which does not require your Employer to make contributions to the Plan on your behalf), but only if your non-covered employment immediately precedes or follows your period of Covered Employment.

Credited Service You will earn Credited Service as:

- One year of Credited Service for each Calendar Year in which you accrue 1,600 or more hours of Covered Employment.

- A partial year of Credited Service for each Calendar Year in which you accrue at least 400 but less than 1,600 hours of Covered Employment. The partial year of Credited Service is determined by dividing your hours of Covered Employment by 1,600.

- No Credited Service is earned for a Calendar Year in which you accrue less than 400 hours of Covered Employment.

  IMPORTANT: Generally, you may only earn up to 1.00 year of Credited or Eligibility Service in any single Calendar Year. However, for Calendar Years 1988 through 2005, you can receive more than 1.00 year of Credited Service in a single Calendar Year if your hourly contribution rate is $0.52 or higher. The amount of Credited Service earned will be determined by dividing the total hours of Covered Employment actually worked during that Calendar Year by 1,600 hours.

The following table illustrates the Future Service earned in Calendar Years after 1975 based on various levels of Covered Employment:

FUTURE SERVICE TABLE		
Hours For Which Your Employer Contributed During a Calendar Year	**Credited Service**	**Eligibility Service**
Less than 400	-0-	-0-
400	.25 year	1.00 year
600	.38 year	1.00 year
800	.50 year	1.00 year
1,000	.63 year	1.00 year
1,200	.75 year	1.00 year
1,400	.88 year	1.00 year
1,600	1.00 year	1.00 year

Prior Service

You may earn years of Prior Service for your full or partial years of continuous Covered Employment before the date your Employer agrees to make contributions to the Plan on your behalf. To qualify for Prior Service with any Employer, you must earn Future Service (i.e., work at least 400 hours of Covered Employment) with at least one Employer.

Credited Service and Eligibility Service for Prior Service is based on the number of full-time days you were employed during the Calendar Year in accordance with the following table:

PRIOR SERVICE TABLE		
Days Employed During a Calendar Year	**Credited Service**	**Eligibility Service**
0 to 64	0 year	0 year
65 to 224	1/3 year	1 year
225 or more	1 year	1 year

Prior Service Restrictions

- If you were previously covered under the Retail Clerks Central Division Pension Plan and became a Participant in this Plan when the two plans merged, your Eligibility Service prior to the 1977 Calendar Year is equal to your Eligibility Service as of December 31, 1976 under the Central Division Plan.

- If you and your Employer both commence participation in the Plan on or after June 1, 1977, your Credited Service for prior periods will be limited to a maximum of 10 years.

- If you worked for Hi-Low Foods prior to August 1, 1975, certain restrictions apply to Prior Service credits and you should contact the Plan Office.

VESTING

You will become "vested" at any age provided that you have earned five or more years of Eligibility Service (including at least one year of Eligibility Service after 1997) and you have earned at least one hour of Covered Employment on or after December 1, 1998. Vested is the term used when you meet the requirements for a non-forfeitable right to a pension benefit. Five-year vesting entitles you to a pension beginning at your Normal Retirement Age. If you are vested and your death occurs before you retire, your surviving spouse or dependent children may be entitled to a Survivor Pension, as discussed on pages 24-26.

> *NOTE: When you become vested, your years of Credited and Eligibility Service previously earned cannot be lost, even if you stop working for Employers participating in the Plan.*

BREAKS IN SERVICE

If you incur a Break in Service, as described below, all of your previously earned years of Eligibility Service and Credited Service under the Plan will be cancelled. If you subsequently return to Covered Employment after incurring a Break in Service, you will be considered a new Participant with no previous service under the Plan.

> *NOTE: If you are already vested under the Plan, your years of Eligibility Service and Credited Service cannot be cancelled and you cannot incur a Break in Service.*

Break in Service — Before January 1, 1976

For periods prior to 1976, you will have incurred a Break in Service if you had 2 consecutive Calendar Years during which you did not earn Eligibility Service.

If you left Covered Employment and were immediately employed by an Employer in a position which did not require contributions to be made on your behalf, you would not have incurred a Break in Service if contributions had been made on your behalf within 36 months after you left Covered Employment.

EXAMPLE

BREAK IN SERVICE PRIOR TO 1976		
Year	**Hours of Covered Employment**	**Years of Eligibility Service**
1	600	1
2	800	1
3	0	0
4	1,000	1
5	0	0
6	0	0

In this example, the individual did not incur a Break in Service at the end of year 3 since he earned a year of Eligibility Service in year 4 prior to the expiration of a 2-year period during which he did not earn any Eligibility Service. However, because he did not earn any Eligibility Service in years 5 or 6, he incurred a Break in Service at the end of year 6. As a result, all years of Credited and Eligibility Service were cancelled.

Break in Service — January 1, 1976 through December 31, 1985

For Calendar Years 1976 through 1985, you would have incurred a Break in Service if the number of consecutive Break Years equaled the greater of 2 or the number of your previously earned years of Eligibility Service.

You incur a "Break Year" for each year that you do not earn Eligibility Service or accrue 500 hours of Employment due to an excused absence. For years after 1975, you generally do not earn Eligibility Service if you do not work at least 400 hours in a position requiring Employer contributions on your behalf or at least 1,000 hours for an Employer in a position which does not require Employer contributions on your behalf.

EXAMPLE

BREAK IN SERVICE 1976 THROUGH 1985			
Year	**Hours of Covered Employment**	**Years of Eligibility Service**	**Break Year**
1	850	1	0
2	0	0	1
3	600	1	0
4	700	1	0
5	900	1	0
6	300	0	1
7	0	0	1
8	0	0	1
9	0	0	1

In this example, the Participant did not incur a Break in Service at the end of year 2 since he returned to work in year 3 and did not have a minimum of 2 consecutive Break Years.

However, after the individual returns to work in years 3, 4 and 5, he again falls below the number of hours needed to earn a year of Eligibility Service in years 6 through 9. At the end of year 9, he incurred a Break in Service because the number of consecutive Break Years that he incurred (i.e., 4 consecutive Break Years) equaled the number of years of Eligibility Service he had previously accrued (i.e., 4 years of Eligibility Service).

Break in Service — On or After January 1, 1986

Beginning January 1, 1986, you do not incur a Break in Service until the number of your consecutive Break Years equals the greater of 5 or the number of your previously accrued years of Eligibility Service.

EXAMPLE

BREAK IN SERVICE 1986 AND LATER				
Year	**Hours Of Covered Employment**	**Years of Eligibility Service**	**Years of Credited Service**	**Break Years**
1	800	1	.50	0
2	1,200	1	.75	0
3	100	0	.00	1
4	0	0	.00	1
5	0	0	.00	1
6	0	0	.00	1
7	0	0	.00	1
Totals		**2**	**1.25**	**5**

This individual incurred a Break in Service at the end of year 7 becuase he had 5 consecutive Break Years. As a result, all years of Credited Service and Eligibility Service were cancelled.

Repairing a Break Year

If this employee (from the immediately previous Example) had returned to Covered Employment in year 7 and completed at least 400 hours of Covered Employment, his work record would be as reflected in the following example:

<u>EXAMPLE</u>

REPAIRING A BREAK YEAR				
Year	**Hours Of Covered Employment**	**Years of Eligibility Service**	**Years of Credited Service**	**Break Years**
1	800	1	.50	0
2	1,200	1	.75	0
3	100	0	.00	1
4	0	0	.00	1
5	0	0	.00	1
6	0	0	.00	1
7	400	1	.25	0
Totals		**3**	**1.50**	**4**

In this example, the employee reinstated his participation, Credited Service and Eligibility Service by returning to Covered Employment and earning a year of Eligibility Service in year 7 prior to incurring 5 consecutive Break Years.

Exceptions to Break in Service Rules

You will not incur a Break Year if your failure to earn Eligibility Service was due to:

- Illness or injury;
- Qualified military service (as required by Federal law);
- Employment with a Union (or its International Association);
- Employment with a Related Plan which has entered into a Reciprocity Agreement with this Plan; or
- Maternity/Paternity Leave, as described below.

Maternity/Paternity Leave Exception

In the event of a Maternity/Paternity Leave, you may be credited with the number of hours you normally work or, if not known, 8 Hours of Service for each normal workday during your leave, to a maximum of 501 hours. Leave is granted for time off related to:

- Your pregnancy;
- Birth of your child;
- Placement of a child with you in connection with your adoption of that child; or
- Care of a child immediately following birth or adoption described above.

An absence will not be considered Maternity/Paternity Leave unless you return to Covered Employment at the end of such absence and provide the Plan Administrator with information within 10 working days demonstrating that the absence is for one of the four permitted reasons outlined above.

Hours of Service are credited in the year in which your Maternity/Paternity Leave begins only if necessary to prevent a Break in Service in that Plan Year or in the following Plan Year.

Return to Covered Employment After a Break Year and Before a Break in Service

If you return to Covered Employment after one or more Break Years, but before incurring a Break in Service, your pension will be calculated using all of your years of Credited Service both before and after the Break Year. However, if you had two or more consecutive Calendar Years during which you accrued no Credited Service, your benefit upon retirement will be determined separately for each period of employment for which you accrued Credited Service based upon the provisions of the Plan as in effect on the termination date applicable to each such period.

Return to Covered Employment After a Break in Service

A Break in Service cancels all of your previously accumulated years of Eligibility and Credited Service. If you return to work after a Break in Service you will be considered a new employee with no previous service.

Military Service

After being discharged from the military, if you are eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, your period of military service will be counted for vesting and benefit credit purposes.

Effective January 1, 2007, if you die while performing military service, a death benefit, and any other additional Plan benefits due to death, will be paid to your beneficiary as if you had been reemployed on the day prior to death and then died. Benefit accruals during the period of military service will not be taken into account in determining the amount of the death benefit.

In addition, if you die or satisfy the requirements for a disability benefit on or after January 1, 2007 while performing military service, you will be treated as if you had been reemployed on the day prior to the date of death or disability and terminated employment on the actual date of disability or death for the purposes of granting benefits under the Plan in accordance with Internal Revenue Code section 414(u).

NORMAL RETIREMENT

Eligibility

You may retire and begin receiving a Normal Pension on or after your Normal Retirement Date, which is the first day of the month after you attain Normal Retirement Age. See page 7 for an explanation of Normal Retirement Age.

Amount

The amount of your monthly Normal Pension is based on:

- Your years of Credited Service; and

- The hourly rate at which your Employer contributed to the Plan on your behalf (i.e., the Hourly Contribution Rate) during such years of Credited Service.

Generally, your Employer is required to contribute to the Plan on your behalf while you actively work for your Employer. The Hourly Contribution Rate at which your Employer is required to contribute to the Plan on your behalf determines the Monthly Pension Rate you are entitled to receive at your Normal Retirement Date for each year of Credited Service that you earned. As described below, these Monthly Pension Rates differ depending on the period of time when you earned Credited Service under the Plan. Your total monthly Normal Pension is then calculated by adding together your Pension earned, if any, during each of the periods described below.

> *NOTE: The calculation of your pension benefit under the Plan is very complex. The information contained in this booklet is provided to help you estimate your monthly pension benefit. Please contact the Plan Office if you have any questions.*

Credited Service earned through 2000: First, determine the Monthly Pension Rate that corresponds to the Hourly Contribution Rate for the last year before 2001 in which your Employer contributed to the Plan on your behalf. Then, multiply that applicable Monthly Pension Rate by the number of years of Credited Service that you earned through 2000. This is your monthly Normal Pension amount for your years of Credited Service earned through 2000.

Credited Service earned from 2001 through 2004: The Monthly Pension Rate for each year from 2001 through 2004 will correspond to the Hourly Contribution Rate paid by your Employer for each specific year during that period. First, multiply the Monthly Pension Rate for each year by your Credited Service earned for that year. Then, add up the amounts you have calculated. This is your monthly Normal Pension amount for any years of Credited Service that you may have earned from 2001 through 2004.

The following table shows the Monthly Pension Rate for each year of Credited Service that you may have earned through 2004, which is based on various Hourly Contribution Rates. For Hourly Contribution Rates not shown in the table, use the next lowest rate.

CONTRIBUTION AND PENSION RATES Credited Service earned through 2004	
Hourly Contribution Rate	**Monthly Pension Rate for Each Year of Credited Service Earned**
57¢ or more	$53.00
52¢	$48.00
47¢	$22.00
42¢	$20.00
37¢	$18.00
32¢	$16.00
27¢	$14.00
22¢	$12.00
17¢	$10.00
16¢	$9.00
15¢	$8.00
14¢	$7.50
13¢	$7.00
12¢	$6.50
10¢ or 11¢	$6.30
8¢ or less	$ 5.80

<u>Credited Service earned from 2005 through 2010</u>: The Monthly Pension Rate for each year from 2005 through 2010 will correspond to the Hourly Contribution Rate paid by your Employer for each specific year during that period. First, multiply the Monthly Pension Rate for each year by your Credited Service earned for that year. Then, add up the amounts you have calculated. This is your monthly Normal Pension amount for any years of Credited Service that you may have earned from 2005 through 2010.

The following tables show the Monthly Pension Rate for each year of Credited Service that you may have earned from 2005 through 2010, which is based on various Hourly Contribution Rates. For Hourly Contribution Rates not shown in the tables, use the next lowest rate.

IMPORTANT: As described in the following paragraphs and tables, your applicable Monthly Pension Rate for each year from 2005 through 2010 depends on the expiration date of your applicable Collective Bargaining Agreement. If your Collective Bargaining Agreement included an increase in its contribution rate during this period (generally a cumulative 15¢ increase) as required by the Board of Trustees, your Monthly Pension Rate did not change. Most Collective Bargaining Agreements provided for this required increase and maintenance of benefit levels from 2005 through 2010. Please contact the Plan Office if you have any questions regarding your applicable Collective Bargaining Agreement's Hourly Contribution Rates during this period.

1. *CBA Expiration: September 30, 2005 through December 31, 2006*. The following table applies to you if you were covered under a Collective Bargaining Agreement with a contract expiration date (disregarding any extension or rollovers) from September 30, 2005 through December 31, 2006.

CONTRIBUTION AND PENSION RATES **Collective Bargaining Agreement with expiration date from September 30, 2005 through December 31, 2006**				
Hourly Contribution Rate	**Monthly Pension Rate for Each Year of Credited Service Earned**			
	2005	**2006**	**2007**	**2008-2010**
72¢	N/A	N/A	$53.00	$53.00
67¢	N/A	$53.00	$53.00	$48.00
62¢	$53.00	$53.00	$48.00	$24.00
57¢	$53.00	$48.00	$22.00	$22.00
52¢	$48.00	$22.00	$20.00	$20.00
47¢	$22.00	$20.00	$18.00	$18.00
42¢	$20.00	$18.00	$17.00	$16.75
37¢	$18.00	$17.00	$16.75	$16.50
32¢	$16.00	$16.50	$16.50	$16.50
27¢	$14.00	$12.00	$10.00	$8.00
22¢	$12.00	$10.00	$8.00	$6.00
17¢	$10.00	$8.00	$6.00	$4.00

2. *CBA Expiration: January 1, 2007 through December 31, 2007*. The following table applies to you if you were covered under a Collective Bargaining Agreement with a contract expiration date (disregarding any extension or rollovers) from January 1, 2007 through December 31, 2007 (please see the next page).

CONTRIBUTION AND PENSION RATES **Collective Bargaining Agreement with expiration date from January 1, 2007 through December 31, 2007**				
Hourly Contribution Rate	**Monthly Pension Rate for Each Year of Credited Service Earned**			
	2005	**2006**	**2007**	**2008-2010**
72¢	N/A	N/A	$53.00	$53.00
67¢	N/A	$53.00	$53.00	$48.00
62¢	$53.00	$53.00	$48.00	$24.00
57¢	$53.00	$53.00	$22.00	$22.00
52¢	$48.00	$48.00	$20.00	$20.00
47¢	$22.00	$22.00	$18.00	$18.00
42¢	$20.00	$20.00	$17.00	$16.75
37¢	$18.00	$18.00	$16.75	$16.50
32¢	$16.00	$16.00	$16.50	$16.50
27¢	$14.00	$14.00	$10.00	$8.00
22¢	$12.00	$12.00	$8.00	$6.00
17¢	$10.00	$10.00	$6.00	$4.00

3. *CBA Expiration: January 1, 2008 through December 31, 2008*. The following table applies to you if you were covered under a Collective Bargaining Agreement with a contract expiration date (disregarding any extension or rollovers) from January 1, 2008 through December 31, 2008.

CONTRIBUTION AND PENSION RATES **Collective Bargaining Agreement with expiration date from January 1, 2008 through December 31, 2008**				
Hourly Contribution Rate	**Monthly Pension Rate for Each Year of Credited Service Earned**			
	2005	**2006**	**2007**	**2008-2010**
72¢	N/A	N/A	$53.00	$53.00
67¢	N/A	$53.00	$53.00	$48.00
62¢	$53.00	$53.00	$53.00	$24.00
57¢	$53.00	$53.00	$53.00	$22.00
52¢	$48.00	$48.00	$48.00	$20.00
47¢	$22.00	$22.00	$22.00	$18.00
42¢	$20.00	$20.00	$20.00	$16.75
37¢	$18.00	$18.00	$18.00	$16.50
32¢	$16.00	$16.00	$16.00	$16.50
27¢	$14.00	$14.00	$14.00	$8.00
22¢	$12.00	$12.00	$12.00	$6.00
17¢	$10.00	$10.00	$10.00	$4.00

Credited Service earned on and after January 1, 2011: The Monthly Pension Rate for each year on and after January 1, 2011 will correspond to the Hourly Contribution Rate paid by your Employer for each specific year during that period. First, multiply the Monthly Pension Rate for each year by your Credited Service earned for that year. Then, add up the amounts you have calculated. This is your monthly Normal Pension amount for any years of Credited Service you may have earned on and after January 1, 2011.

CONTRIBUTION AND PENSION RATES **Credited Service earned on and after January 1, 2011**	
Hourly Contribution Rate	**Monthly Pension Rate for Each Year of Credited Service Earned**
72¢	$35.00
67¢	$32.00
62¢	$16.00
57¢	$15.00
52¢	$13.00
47¢	$11.00
42¢	$9.00
37¢	$7.00
32¢	$5.00
27¢	$4.00

EXAMPLE

Assume that you retire at your applicable Normal Retirement Age in December 2022, and you earned 26 years of Credited Service under the Plan. Also assume that you were covered by a Collective Bargaining Agreement that was scheduled to expire in 2008. Finally, assume your Employer contributed to the Plan on your behalf at the following Hourly Contribution Rates:

- 52¢ in 2000;
- 57¢ in 2001-2007; and
- 72¢ in 2008-2022.

Under the assumed facts described above, your pension would be calculated as follows:

4 years of Credited Service earned through 2000 x $48	=	$192
10 years of Credited Service earned for 2001-2010 x $53	=	$530
12 years of Credited Service earned for 2011-2022 x $35	=	$420
Total Monthly Normal Pension	**=**	**$1,142**

NOTE: The monthly Normal Pension amount payable under any Joint and Survivor Pension form of payment (described later in this booklet) would be lower than the amount shown in the above example, which assumes payment in the Single Life Form of payment.

EARLY RETIREMENT

Eligibility

You are eligible for an Early Pension when you have:

- Reached age 55 or accrued at least 400 hours of Covered Employment in the Calendar Year in which you became age 54; and

- Earned 10 or more years of Eligibility Service, including at least one year of Eligibility Service after 1974.

You may retire and begin receiving an Early Pension on the first day of any month after you satisfy these requirements, but not prior to the first day of the month after you attain age 55.

Amount

The Early Pension is calculated in the same way as a Normal Pension, but the monthly benefit amount is reduced to reflect the longer payment period. These reduction rules apply differently with respect to the portion of your accruals earned (1) prior to January 1, 2011, and (2) on and after January 1, 2011.

- Accruals prior to January 1, 2011. With respect to accruals earned prior to January 1, 2011, the Normal Pension is reduced by one-third of one percent for each full month (i.e., 4% for each full year) that your pension commencement date precedes your Normal Retirement Age applicable to such accruals.

  NOTE: If a Participant terminated Covered Employment before March 28, 2010 and is not in pay status as of that date, his Early Pension is reduced to the actuarial equivalent for any period by which his commencement date precedes his Normal Retirement Age applicable to such accruals.

- Accruals on and after January 1, 2011. With respect to accruals earned on and after January 1, 2011, the Normal Pension is reduced to the actuarial equivalent for any period by which your pension commencement date precedes the date you turn 62, provided you have at least 10 years of Eligibility Service and retire from Covered Employment.

EXAMPLE

Assume that you have at least 10 years of Eligibility Service and you retire from Covered Employment on your 55th birthday on January 1, 2018. Further, you retire with an accrued monthly Normal Pension benefit of $563.00: ($318.00 accrued as of December 31, 2010 and payable at Normal Retirement Age of 60); plus ($245.00 accrued on and after January 1, 2011 and payable at unreduced pension age of 62). The following illustrates your benefit Early Pension amount that is payable commencing at age 55:

$318.00 multiplied by an early retirement factor of 80.00% (i.e., 4% reduction per year prior to Normal Retirement Age 60)	=	$254.40
$245.00 multiplied by an early retirement factor of 52.34% (i.e., actuarial equivalent reduction prior to unreduced early age 62)	=	$128.23
Total monthly Early Pension payments	=	**$382.63**

NOTE: The monthly Early Pension payable under any Joint and Survivor form of payment (described later in this booklet) would be lower than the amount shown in the above example, which assumes payment in the Single Life Form of payment.

DISABILITY RETIREMENT

Eligibility

You are eligible for a Disability Pension at any age if you satisfy all of the following:

- You have earned 10 or more years of Eligibility Service;
- You experience a termination of Covered Employment on account of Disability;
- You file an application for a Disability Pension as soon as reasonably possible following your termination of Covered Employment but in no event more than seven calendar years after the calendar year in which you last earned Credited Service;
- You received no other Pension payments from the Plan prior to your termination of Covered Employment; and
- You applied for a Disability Insurance Benefit under the Federal Social Security Act and filed a copy of the Social Security Administration (SSA) Notice of Award (either favorable or unfavorable) with the Plan Office. Even if you are denied by the SSA, you may still be eligible for a Disability Pension under the Plan. The Trustees may waive the requirement for the response from the SSA to be filed with the Plan if your medical condition is so severe that the requirement poses a hardship and there is sufficient evidence for the Trustees to support a finding of Disability.

"Disability" (or "Disabled") under the Plan means if, in the opinion of the Trustees, you have proven that a physical or mental condition permanently prevents you from continuing in employment with your Employer or engaging in any other regular occupation or employment substantially gainful in character, which you would otherwise have been expected to be capable of performing in light of your training, experience and abilities. The Trustees may require as proof a medical examination by a doctor or clinic appointed by the Trustees or any other evidence satisfactory to the Trustees. Disability also means a physical or mental condition which the SSA determines qualifies you for a Disability Insurance Benefit under the Federal Social Security Act.

Duration

Your Disability Pension is payable after you have been Disabled for six full months, and is generally payable for as long as you remain Disabled. If you fail to file his application for a Disability Pension prior to the date on which your first Disability Pension payment is otherwise scheduled to commence, only 24 retroactive monthly Disability Pension payments will be paid.

However, your Disability shall be considered to have ceased, and the Disability Pension shall be terminated, if prior to your Normal Retirement Age you:

- Engage in any occupation or employment for remuneration or profit, except for such employment as is found by the Trustees to be for the primary purpose of rehabilitation or not incompatible with a finding of Disability; or

- In the opinion of the Trustees based on a medical examination by a doctor or clinic appointed by the Trustees, you have sufficiently recovered to be able to engage in full-time or substantial part-time employment with an Employer; or

- Refuse to undergo such medical examination or furnish such reasonable information as may be requested by the Trustees.

If your Disability continues past your Normal Retirement Age, your pension will continue for your lifetime as long as you remain retired, even if you recover. You may change your benefit form at your Normal Retirement Age to any benefit form available under the Plan to persons eligible for a Normal Pension. If you recover from your Disability prior to your Normal Retirement Age, you will no longer be eligible for a Disability Pension.

Amount

The amount of your monthly Disability Pension is the same as the amount of your Normal Pension. Unlike an Early Pension, your Disability Pension is not reduced even though benefits are paid prior to your Normal Retirement Age.

VESTED RETIREMENT

Eligibility

If you are vested and leave Covered Employment before you are eligible for either a Normal Pension or an Early Pension, you are entitled to a Vested Pension. Your Vested Pension is payable at Normal Retirement Age if you are vested with at least five years of Eligibility Service. If you are vested with 10 or more years of Eligibility Service, you may choose to have your monthly payments begin in a reduced amount as early as age 55.

You are not eligible to elect the 100% Joint and Survivor Pension or the Level Income Option.

Amount

The amount of your Vested Pension is calculated in the manner as a Normal Pension or Early Pension under the Plan. As with a Normal Pension or Early Pension, your Vested Pension will be paid as a 50% Joint and Survivor Pension if you are married unless you and your Spouse elect otherwise prior to commencing payments.

FORMS OF BENEFIT PAYMENTS

Your "standard form of payment" is the payment form that automatically applies to your pension benefit. Your standard form of payment depends on whether you are married at the time your pension benefit first becomes payable to you.

- If you are <u>not</u> married at the time your pension benefit becomes payable, your standard form of payment is a Single Life Pension.
- If you are married at the time your pension benefit becomes payable, your standard form of payment is a 50% Joint and Survivor Pension.

You automatically will receive payment in the standard form unless you reject it in writing during the designated period before payments start and select another form of payment. You may not reject a 50% Joint and Survivor Pension (or another Joint and Survivor Pension option, as described below) unless your Spouse consents. Your Spouse's consent must be in writing and notarized or witnessed by a Plan representative. When you become eligible for a distribution, the Plan Office will provide more information about your payment options, including when spousal consent is required.

Single Life Pension

The Single Life Pension provides you with a benefit for your lifetime. Upon your death, no further payments will be made to anyone else. If you are married, your Spouse must consent to the form of payment on forms maintained by the Plan.

Joint and Survivor Pension: Three Options

The Plan provides for three Joint and Survivor Pension options: the 50%, 75% or 100% Joint and Survivor Pension. Upon your death, your Spouse will receive either 50%, 75% or 100% of your benefit, whichever you elect, for the remainder of their lifetime. Because part of your pension is saved for your surviving Spouse under these options, your monthly pension benefit will be reduced to the actuarial equivalent of the Single Life Pension. For example, under the 50% Joint and Survivor Pension, in the event of your death, 50% of your reduced pension will be payable to your Spouse for their lifetime, even if your Spouse later remarries.

The percent of your Single Life Pension that you will receive under the 50%, 75% or 100% Joint and Survivor Pension options is shown in the following tables for various ages.

50% JOINT AND SURVIVOR PENSION					
Your Spouse's Age	**Percent Of Your Single-Life Pension and Your Age When Your Pension Benefit Starts**				
	55	**57**	**60**	**63**	**65**
53	93.08%	91.86%	89.68%	87.04%	84.99%
55	93.61%	92.45%	90.37%	87.82%	85.83%
57	94.14%	93.05%	91.07%	88.62%	86.70%
60	94.92%	93.94%	92.13%	89.87%	88.07%
63	95.68%	94.81%	93.20%	91.14%	89.48%
65	96.16%	95.37%	93.89%	91.98%	90.43%
67	96.62%	95.91%	94.56%	92.81%	91.37%
69	97.04%	96.41%	95.20%	93.61%	92.28%

75% JOINT AND SURVIVOR PENSION					
Your Spouse's Age	Percent Of Your Single-Life Pension and Your Age When Your Pension Benefit Starts				
	55	**57**	**60**	**63**	**65**
53	89.97%	88.27%	85.29%	81.75%	79.06%
55	90.71%	89.09%	86.22%	82.78%	80.15%
57	91.46%	89.92%	87.17%	83.85%	81.29%
60	92.57%	91.18%	88.65%	85.54%	83.11%
63	93.66%	92.41%	90.13%	87.27%	85.00%
65	94.36%	93.22%	91.11%	88.44%	86.29%
67	95.01%	93.98%	92.06%	89.59%	87.58%
69	95.63%	94.71%	92.97%	90.70%	88.85%

100% JOINT AND SURVIVOR PENSION					
Your Spouse's Age	Percent Of Your Single-Life Pension and Your Age When Your Pension Benefit Starts				
	55	**57**	**60**	**63**	**65**
53	87.06%	84.95%	81.30%	77.06%	73.90%
55	87.99%	85.97%	82.43%	78.28%	75.17%
57	88.93%	87.00%	83.60%	79.57%	76.52%
60	90.34%	88.57%	85.41%	81.60%	78.68%
63	91.72%	90.14%	87.26%	83.72%	80.96%
65	92.60%	91.15%	88.48%	85.15%	82.52%
67	93.45%	92.14%	89.68%	86.58%	84.10%
69	94.25%	93.07%	90.84%	87.98%	85.66%

*NOTE: The tables above express the percentage payable **only** for the 50%, 75% and 100% Joint and Survivor Pension. Any Early Pension reduction is applied prior to the factors shown in the above tables.*

EXAMPLE

If you retire at age 65 and are eligible for a Normal Pension of $1,000.00 per month and your spouse is age 60, your monthly 50% Joint and Survivor Pension would be determined as follows:

Monthly Normal Pension	$1,000.00
50% Joint and Survivor Pension factor	X 88.07%
Monthly Normal Pension payable to you for your lifetime	$880.70
Percent of your Normal Pension payable to your spouse upon your death	X 50%
Monthly Pension payable to your spouse upon your death	**$ 440.35**

NOTE: If your Spouse dies before you, the amount of your pension will not change and benefits will cease upon your death.

FURTHER EXAMPLE

Assume the same facts as the prior example above, you retire at age 65 and are eligible for a Normal Pension of $1,000.00 per month and your spouse is age 60. Under the 100% Joint and Survivor Pension, if you die, your Spouse will receive 100% of your reduced pension for the remainder of their lifetime.

Similar to the prior example, your monthly benefit under the 100% Joint and Survivor Pension would be determined as follows:

Monthly Normal Pension	$1,000.00
100% Joint and Survivor Pension factor	X 78.68%
Monthly Normal Pension payable to on for your lifetime	$786.80
Percent of your Normal Pension payable to your spouse upon your death	X 100%
Monthly Pension payable to your spouse upon your death	**$786.80**

Level Income Option

IMPORTANT: Under the Pension Protection Act of 2006, the Plan has been certified by the Plan actuary as being in "critical" or "red zone" status beginning with the 2009 Plan Year and through the date of this booklet. While the Plan remains in critical status, Participants may not elect this Level Income Option.

Under the Level Income Option, your pension from the Plan would be increased until you qualify for Social Security at age 62. When you are eligible for Social Security, your Pension would decrease or end, depending on the amount of your pension and the estimated Social Security benefit payable to you at age 62. Considering both your Pension and Social Security benefits, your retirement income would be approximately level throughout your life.

Small Pension Amounts

> *IMPORTANT: Under the Pension Protection Act of 2006, the Plan has been certified by the Plan actuary as being in "critical" or "red zone" status beginning with the 2009 Plan Year and through the date of this booklet. While the Plan remains in critical status, Participants may not elect this lump sum payment option for small pension amounts.*

If the total actuarial present value of all of your projected future monthly benefit payments, when valued as a single sum payment instead of monthly payments, is $5,000 or less at the time you apply for a benefit, you may elect to receive a lump sum payment instead of payment under any other form. The lump sum is paid in this case regardless of your marital status.

In order to avoid tax consequences, you may elect to roll over all or a portion of the lump sum to a traditional IRA or to another employer's qualified plan that accepts rollovers. The portion of your distribution that is rolled over will not be taxed until you withdraw it from the IRA or the employer plan. If you do no elect a rollover, the Plan is required by law to withhold 20% of that lump sum amount; this 20% is sent to the IRS as income tax withholding.

WHEN BENEFITS MUST BEGIN

Federal law requires the Plan to commence payment of pension benefits no later than the April 1 following the Calendar Year in which you reach age 70½, which is your beginning distribution date. You will be required to pay additional taxes if your pension payments do not begin by your required distribution date.

Because you must apply for a pension before it can begin, you must apply for your pension in a timely manner. If you are age 70, you should contact the Plan Office for information concerning your beginning distribution date. If you continue to work in Covered Employment after you reach age 70½ and accrue benefits, your pension benefits will be recalculated each year.

PRE-RETIREMENT DEATH BENEFITS

If you die at any age before you retire, you're Spouse or dependent children may be entitled to a monthly benefit if at the time of your death:

- You had earned 5 or more years of Eligibility Service; and
- You had not received any pension payments from the Plan, other than Disability Pension payments.

In addition, whether you qualify specifically for either the Survivor Pension or the Spouse Pension depends on when you last worked in Covered Employment prior to your death.

Survivor Pension

The Survivor Pension applies if you die within two years of when you last worked in Covered Employment. The Survivor Pension is payable (upon application) to your surviving Spouse and is payable monthly, beginning with the first day of the month after your death, and will continue for the lifetime of your Spouse.

In addition, after your Spouse's death (or if you are not married, at the time of your death), the Survivor Pension is divided equally among your surviving dependent children. The Survivor Pension will be payable to the legal guardian of the children. Each child will receive this benefit until he or she marries, dies or reaches age 18.

> *NOTE: If you are receiving a Disability Pension and you die prior to Normal Retirement Age, you are also covered by this benefit.*

The amount of this Survivor Pension generally is equal to 50% of your full Normal Pension, calculated as if you had retired on your date of death. However, if your Spouse is more than 5 years younger than you, the amount will be further reduced because of the longer expected payment period.

> <u>EXAMPLE</u>
>
> Assume that you die at age 40 prior to leaving Covered Employment, you had accrued 15 years of Credited Service, and your spouse was age 38 at the time of your death. Your full Normal Pension computed as if you had retired on your date of death, would have been \$795.00. Your spouse would receive \$397.50 per month commencing on the first day of the month after you died, payable for your Spouse's lifetime.

Spouse Pension

The Spouse Pension applies if you die more than 2 years after you last worked in Covered Employment. The Spouse Pension is payable monthly to your surviving Spouse, beginning with the first day of the month after your death or, if later, the first day of the month after the date you would have attained age 55. This benefit will be payable to your Spouse for their lifetime. No benefit is payable if you are not married at the time of your death.

The amount of the Spouse Pension is the same as the pension that would have been payable to your spouse, had you retired under the 50% Joint and Survivor Pension on the day of death or when you would have been age 55, whichever is later. The 50% Joint and Survivor Pension automatically considers your age, had you survived, and your Spouse's age at the time benefits commence to your Spouse.

EXAMPLE

Assume the same facts as the prior example except that you had left Covered Employment 3 years prior to your death. Since you had not yet attained age 55 at the time of your death, your spouse would not receive benefits until you would have been eligible for an Early Pension at age 55, at which time your Spouse would have been age 53. The amount of the Spouse Pension would be determined as follows:

Monthly Pension at Normal Retirement Age		$1,000.00
Early Pension (after reduction factor)		$800.00
50% Joint and Survivor Pension Factor	X	93.08%
		$744.64
Percent of Early Pension payable to your Spouse upon your death	X	50.00%
Monthly Spouse Pension		**$372.32**

Lump Sum Death Benefit

IMPORTANT: Under the Pension Protection Act of 2006, the Plan has been certified by the Plan actuary as being in "critical" or "red zone" status beginning with the 2009 Plan Year and through the date of this booklet. While the Plan remains in critical status, Participants and their beneficiaries may not receive this Lump Sum Death Benefit.

Under the Lump Sum Death Benefit, if you die after your pension payments begin, your beneficiary will receive (upon application) a cash payment of $1,500.00. However, if you are receiving your pension from the Plan as a result of a Reciprocity Agreement between this Plan and another United Food and Commercial Workers Plan, your beneficiary will receive $150.00 multiplied by your years of Eligibility Service under this Plan, not to exceed $1,500.00.

REEMPLOYMENT AFTER RETIREMENT

Suspension of Benefits

The purpose of the Plan is to provide benefits to you when you are retired and not working. If you return to work after terminating employment and beginning to receive a pension benefit, or you continue working after your Normal Retirement Age without retiring, your eligibility to receive a pension will be suspended and you will permanently forfeit the benefits that are suspended if your employment is the type described in the following sections.

Types of Employment that cause Suspension

Periods of benefit suspension are governed by Plan provisions and federal law. There are two types of employment which are covered by the Plan that will cause suspension of your pension:

- *Covered Employment*. Work in a position which requires your Employer to make contributions on your behalf to the Plan.

- *Industry Employment*. Work in any capacity involving industry or related operations that is located within this area of the country or work while participating in any pension plan with which this Plan has a Reciprocity Agreement.

Number of Hours worked that causes Suspension

The number of hours that you may work monthly in Covered Employment or Industry Employment before your benefit is suspended depends on whether you have attained age 60.

- *Prior to Age 60*. Before you have attained age 60, your benefit will be suspended for each month you work more than 40 hours in Covered Employment or Industry Employment.

- *After Age 60*. After you have attained age 60, your benefit will be suspended for each month you work more than 100 hours in Covered Employment or Industry Employment.

  NOTE: If you return to work in Covered Employment, you must have formally terminated your employment relationship with the Employer for which you worked immediately prior to retirement. You will not have formally terminated your employment unless your employer reported your termination date to the Plan Office and, upon rehire, you are treated as a new employee under the Collective Bargaining Agreement, including provisions involving seniority, waiting periods, and any health or, pension contributions.

If your pension is suspended, you will be notified of the suspension during the first month in which the pension payment is withheld.

NOTE: You must begin receiving your pension payments on or before the April 1st of the calendar year following the calendar year you turned age 70½, regardless of whether or not you are working in any type of employment.

Appeal of Suspension of Benefits

If your benefits are suspended, you may file a written appeal to the Plan Administrator by following the appeal procedure described below.

Resumption of Benefit Payments

When you wish to resume retirement you must submit written notification to the Plan Office stating that you are working within the allowable limits previously described.

The amount of your pension benefit following a suspension of benefits will depend on the number of payments you received prior to Normal Retirement Age, any additional Credited Service you may have earned and your age when your pension resumes.

If pension payments were erroneously made during months prior to the actual suspension of pension benefits, a percentage of each monthly benefit may be withheld until the total amount has been repaid. The percentage which will be withheld will not be more than 25% of your monthly pension benefit.

> *NOTE: Special provisions govern return to work for Disability retirees, please contact the Plan Office for further information.*

RECIPROCITY

If you leave Covered Employment in the geographic area covered by this Plan without being vested or eligible for a pension, you may incur a Break in Service and lose your years of service. This loss of service could have occurred even if you worked for the same employer but transferred out of this Plan and into another United Food and Commercial Workers Pension Plan. In order to prevent such Breaks in Service, the Trustees have entered into Reciprocity Agreements with other related United Food and Commercial Workers Pension Plans.

Under a Reciprocity Agreement, each plan accepts the service credits earned by an employee under the other related plan. Years of service under the related plan count towards the employee's total eligibility for a pension. Each plan, however, would pay its share of the employee's pension. Service under a related plan is determined by the provisions of that plan.

APPLYING FOR A PENSION

Application Procedures

In order to receive any benefits (retirement or survivor) under the Plan, you must first complete the proper application. You may write or call for an application from:

Board of Trustees
United Food and Commercial Workers Unions and
Employers Midwest Pension Fund
18861 90th Ave, Suite A
Mokena, IL 60448
Phone: 800-621-5133
Facsimile: 847-384-0188
www.ufcwmidwest.org

Along with the application you will receive information describing the type of proof of age you will need to provide. If you are married, you will be asked for proof of your spouse's age and your marriage.

The Plan Office must verify your entire employment history and must obtain a transcript of your employment record from the Social Security Administration.

> *NOTE: You should apply for your Pension in writing within six months before the date you wish your pension payments to begin. It is to your advantage to obtain verification of your vested status as soon as you leave Covered Employment.*

APPEAL OF DENIAL OF BENEFITS

Certain Disability Claims

A claim for Disability Pension is subject to special claims procedures if the Plan must make a determination of Disability to approve or deny the claim ("Plan Disability Pension Determination"). Those separate claims procedures for a Plan Disability Pension Determination will not apply if the payment of a particular Disability Pension is conditioned solely on a finding of disability by a third-party other than the Plan. For example, if the Plan approves the payment of a Disability Pension to a claimant based solely on a finding of disability by the Social Security Administration, a claim for benefits would not be subject to such separate disability claims procedures that applies solely to Plan Disability Pension Determinations.

Notification of Denial of Application for Benefits

If your application for a pension benefit is partially or wholly denied, you will receive notice from the Board of Trustees within 90 days (45 days for Disability Pension applicants), subject to extensions, which will include:

- The specific reason for the denial;
- Specific reference to the provision or provisions of the Plan on which the decision is based;
- A description of any additional material or information required to substantiate your claim and an explanation of why it is necessary;
- A complete description of the appeal procedure;
- A statement that you have the right to bring a civil action under ERISA following an adverse determination review; and
- For Plan Disability Pension Determinations:

- If an internal rule, guideline, protocol or other similar criterion was relied upon, includes a statement of such reliance and a statement that a copy of such document will be provided free of charge upon request.

- Specific reasons for the denial, including a discussion of the decision and the basis for disagreement with or not following:

  – The views of a health care or vocational professional who treated or evaluated you;

  – A medical or vocational expert whose advice was solicited by the Plan in connection with your benefit determination; and

  – A disability determination submitted by you made by the Social Security Administration.

- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

Appeal Procedures if your Claim is Denied

If you disagree with the initial decision denying your claim, you may file a written request for a review by the Board of Trustees. You should file your appeal with the Board of Trustees within 60 days (180 days for Disability Pension applicants) of the date you receive the denial notice at the address shown below:

United Food and Commercial Workers Unions and
Employers Midwest Pension Fund
18861 90th Ave, Suite A
Mokena, IL 60448
Phone: 800-621-5133
Facsimile: 847-384-0188
www.ufcwmidwest.org

Your appeal should state all the reasons you disagree with the initial decision denying your claim. You or your representative may review all official documentation relating to the Plan when preparing your appeal. If you do not file an appeal, the initial decision will become a final decision.

You may submit to the Board of Trustees any document or written comments which pertain to your appeal.

The Board will make a decision at its first quarterly meeting following receipt of your appeal (unless the appeal is received within 30 days of the meeting, in which case the appeal will be considered at the second scheduled quarterly meeting). If there are special circumstances requiring a delay, the decision may be made at the third quarterly meeting following receipt of your appeal. The Plan will contact you if postponement is required. The Trustees will advise you of their decision in writing five days after a decision has been made.

The Board of Trustees' written decision on your appeal will:

- Contain the reason or reasons for the decision;
- Refer to specific Plan provisions on which the decision is based;
- Notify you of your right to access and copy (free of charge) all documents, records and other information relevant to the claim;
- Notify you of the right to bring a civil action under ERISA;
- Notify you of additional voluntary levels of appeal offered by the Plan, if any; and
- For Plan Disability Pension Determinations:
    - If an internal rule, guideline, protocol or other similar criterion was relied upon, includes a statement of such reliance and a statement that a copy of such document will be provided free of charge upon request.
    - Specific reasons for the denial, including a discussion of the decision and the basis for disagreement with or not following:
        - The views of a health care or vocational professional who treated or evaluated you;
        - A medical or vocational expert whose advice was solicited by the Plan in connection with your benefit determination; and
        - A disability determination submitted by you made by the Social Security Administration.
    - A statement that you may receive, free of charge upon request, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, if the Board of Trustees' or Committee's decision is based on medical necessity, experimental treatment, or similar exclusion or limitation

It is important that you comply with the Plan's appeal procedures if you disagree with the initial denial of your claim. In the event a claim for benefits has been denied, no legal action against the Plan or the Board of Trustees may be brought unless the decision has been appealed in accordance with these procedures. Any suit filed in state of federal court on behalf of a Participant or beneficiary must be filed within two years from the date on which the Trustees make a final decision on the appeal.

DECISION OF THE BOARD OF TRUSTEES IS BINDING

The decision of the Board of Trustees will be binding unless determined to be arbitrary or capricious by a court having jurisdiction over such matters. In other words, benefits will only be paid under the Plan if the Board of Trustees decides in its discretion that the applicant is entitled to benefits.

IMPORTANT FACTS ABOUT THE PLAN

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

Plan Sponsor and Plan Administrator

This is a collectively bargained Plan established by one or more employers and one or more employee organizations. The joint Board of Trustees consisting of an equal number of Employer and Union representatives may be contacted at the Plan Office. The Board of Trustees is the Plan Sponsor and Plan Administrator as that term is defined by ERISA. The Board of Trustees can be contacted at the address and business telephone number of the Plan Office, which is listed below.

Board of Trustees
United Food and Commercial Workers Unions and
Employers Midwest Pension Fund
18861 90th Ave, Suite A
Mokena, IL 60448
Phone: 800-621-5133
Facsimile: 847-384-0188
www.ufcwmidwest.org

The Board of Trustees is assisted in its administration of the Plan by Zenith American Solutions, which performs the day-to-day operations of the Plan, including maintaining all Plan records and processing Plan benefit payments.

Employer Identification and Plan Numbers

Employer Identification Number: 36-6508328

Plan Number: 001

Plan Year

December 1 through November 30

Plan Board of Trustees

Agent for Service of Legal Process

The Board of Trustees, or any individual Trustee, is the agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served at the address of the Plan Office.

Collective Bargaining Agreements

The Plan Office will provide you, upon written request, information as to whether a particular Employer is contributing to the Plan on behalf of Participants working under the Collective Bargaining Agreements.

Source of Contributions

The benefits described in this booklet are provided through employer contributions. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements. Employee contributions are not allowed.

Pension Trust's Assets and Reserve

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses. The money contributed to the Plan is invested through professional investment managers selected by the Trustees with the assistance of their professional investment consultant.

Type of Plan

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

Eligibility and Benefits

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualifications, ineligibility, or denial or loss of any benefits are fully described in this booklet.

Qualified Domestic Relations Order

The Plan, in accordance with the law, must recognize a qualified domestic relations order (QDRO). A "domestic relations order" is a judgment, decree or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payment or marital property rights to a spouse, former spouse, child or other dependent of a participant and (2) is made pursuant to a state domestic relations law. Participants and Beneficiaries may obtain without charge a copy of the Plan procedures governing QDROs.

PENSION BENEFIT GUARANTY CORPORATION 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. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

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

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

STATEMENT OF RIGHTS UNDER ERISA

As a participant in the Plan you are entitled to certain rights and protections under ERISA. The Trustees and plan administrator intend to operate the Plan fairly and to comply fully with ERISA. If you have a question about the Plan, how it is run and how it affects you, you should contact the Plan Office.

ERISA provides that all Plan participants shall be entitled to the following.

Receive Information about your Plan and Benefits

Examine, without charge, at the Plan 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 United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual funding status. The plan administrator is required by law to furnish each participant with a copy of this annual funding notice.

Obtain a statement telling you whether you have a right to receive a payment at normal retirement age 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 payment, the statement will tell you how many more years you have to work to get a right to a payment. 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union, or any other person, can terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a payment or exercising your rights under ERISA.

Enforce your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, and you have exhausted the Plan's claims procedure, you may file suit in Federal court (within certain time limits). 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 United States Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your Questions

If you have any questions about the Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, United States Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (866-444-EBSA(3272)). You may also contact EBSA by email by going through the appropriate prompts at "askebsa.dol.gov" or through the Web at "www.dol.gov/ebsa."