

NOVEMBER 2016 | UFCW LOCAL ONE

Pension Plan



UFCW LOCAL ONE PENSION PLAN
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CURRENT PLAN HIGHLIGHTS

The amounts of benefits (and the eligibility conditions) outlined in the Plan Highlights are for Participants with at least an Hour of Service on or after November 1, 2016. Those who do not have an Hour of Service on or after November 1, 2016, or who incurred a Break Year and Frozen Benefits, will have their benefits for such former service determined under the terms of the applicable Plan. Further, those who were Participants in the “Western” Plan (the UFCW Local One Western New York Pension Fund) generally have their benefits and eligibility for service under that Plan before April 1, 2001 determined under the terms of that Plan. Participants in the former Western Fund will receive a separate insert to this SPD that describes the benefit options available for service earned under the Western Fund before April 1, 2001. This SPD reflects all of the Plan rules in effect as of November 1, 2016.

In order to receive any benefit, a proper application must be made, and (except as specially noted) you must cease working in Covered Employment.

NORMAL PENSION

Eligibility: You must reach Normal Retirement Age.

The definition of Normal Retirement Age depends on when you earned the service:

- For service before January 1, 2016, Normal Retirement Age is the date you attain age 60 and have either five years of Vesting Service or five consecutive years of participation in the Plan.
- For service between January 1, 2016 and December 31, 2017, Normal Retirement Age is the date that you attain age 63 and have either five years of Vesting Service or five consecutive years of participation in the Plan.
- For service on or after January 1, 2018, Normal Retirement Age is the date you attain age 65 and have either five years of Vesting Service or five consecutive years of participation in the Plan

Monthly Pension:

Effective May 1, 2005, the Plan will not recognize any contribution rate increases under collective bargaining agreements that are effective on or after May 1, 2005 and no contribution increases under such an agreement will increase your benefit accruals during that period. This means that, even if your Employer increases its contribution on your behalf under a new collective bargaining agreement that is effective on or after May 1, 2005, your benefit accrual will be based on the contribution rate in effect under the prior collective bargaining agreement. Contribution rate increases under a collective bargaining agreement in effect prior to May 1, 2005 will still increase your benefit, even if the contribution increase takes effect after May 1, 2005. The same rules apply to the calculation

of any Early Pension benefit or Disability Pension benefit because these benefit amounts are based on the Normal Pension Benefit.

If you work for an Employer that first began participating in the Fund on or after May 1, 2005 through April 30, 2008, these changes do not apply to contribution rates and increases under the first collective bargaining agreement with that Employer on or after May 1, 2005 through April 30, 2008. Your monthly pension will equal the sum of:

- Your pension earned under either the Central or Western Plan (whichever applies to you) through December 31, 2000; plus
- 4% of the total contributions required to be paid on your behalf between January 1, 2001 and December 31, 2015, except that contribution rate increases in collective bargaining agreements effective on and after May 1, 2005 will not be taken into account; plus
- 2% of the total contributions required to be paid on your behalf on and after January 1, 2016, except that contribution rate increases in collective bargaining agreements effective on and after May 1, 2005 will not be taken into account.

If you work for an Employer that first began participating in the Fund on or after May 1, 2005 but before April 30, 2011, the Employer contribution rate that is applicable in determining your benefit accruals under the Plan will be the contribution rate under the Employer's first collective bargaining agreement with the Union.

EARLY PENSION

Eligibility: You must be at least age 55 and have both 10 years of Vesting Service and 10 consecutive years of participation in the Plan.

Early Monthly Pension:

- If you have less than 30 years of Vesting Service, your Normal Pension is reduced by $\frac{1}{2}$ of 1% for each month before Normal Retirement Age (or unreduced after 30 years of Vesting Service).
- If you retire on or after February 1, 2011 with at least 30 years of Vesting Service, your monthly pension benefit will be the greater of:
 - (1) the total monthly benefit as of the Pension Effective Date, reduced by $\frac{1}{2}$ of 1%, for each whole calendar month that the Pension Effective Date precedes the Normal Retirement Age; or
 - (2) the monthly benefit earned as of January 31, 2011.

(The exact date when this rule applies to you depends on when your collective bargaining agreement in effect on January 1, 2011 expires.)

DISABILITY PENSION

Eligibility: You must be Vested under the Plan and totally disabled and have worked in Covered Employment immediately preceding the total disability (unless an exception applies) and either have attained age 55 or have at least 10 consecutive years of participation in the Plan prior to the total disability.

Monthly Pension: The accrued Normal Pension.

SOCIAL SECURITY SUPPLEMENTAL BENEFIT

Eligibility: You must retire with a Normal or Early Pension before your Social Security Title II benefits begin and have worked at least 435 Hours of Service in Covered Employment in each of the five calendar years preceding your Pension Effective Date, and you must have either attained age 55 with 30 years of Vesting Service or attained age 60 with 15 years of Vesting Service.

For the purposes of determining your eligibility for the Social Security Supplemental Monthly Payment, service that you earn under a pension plan sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union will be counted as Vesting Service in Covered Employment for this Plan; however this service will not be counted to satisfy the requirement that you work at least 435 Hours of Service in each of the five Plan Years leading up to your Pension Effective Date. Service that you earn under a reciprocity agreement between the Fund and a pension plan not sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union will not be credited to you for the purposes of determining your eligibility for the Social Security Supplemental Monthly Payment.

Monthly Pension: The monthly amount is \$300 if you have 20 or more years of Vesting Service, \$240 if you have 19 years of Vesting Service, or \$150 if you have 15-18 years of Vesting Service. If you have worked more than half of your years of Vesting Service as a part-time Employee, your Supplemental Benefit will be reduced as may be necessary so that it does not exceed 200% of the monthly pension benefit otherwise payable.

The supplemental benefit does not apply if you retire on or after January 1, 2020.

VESTING

Your eligibility for benefits depends on whether you are Vested. You are Vested at the earliest date on which you have at least five years of Vesting Service before incurring a Break in Service. Alternatively, you are Vested if you attain Normal Retirement Age with five consecutive years of Plan participation. (However, dif-

ferent rules apply if you incurred a Break in Service before January 1, 1999 and you do not have subsequent participation under the Plan or the former Western Plan.) Once you are Vested, you will not lose your Vesting Service or your Accrued Benefit if you later have a Break in Service.

SURVIVING SPOUSE PENSION

Eligibility if Death Before Retirement: You must be Vested when you die, and be married for at least a year at the time that you die.

Monthly Pension: The pension that would have been paid to your Spouse if you had retired, elected payment in the form of the 50% Married Couple form and then died, adjusted depending on whether you die before or after your earliest available retirement date. .

Eligibility if Death After Retirement: You must be married on your Pension Effective Date and married for a year when you die. The benefits paid to your Spouse depend upon the form of payment elected when you retire, i.e. the 50% Married Couple form, 75% Married Couple form, or the 100% Married Couple form. If you do not elect one of these Married Couple forms at retirement, your Spouse will receive nothing when you die.

VESTING SERVICE

You earn Vesting Service at the rate of one year of Vesting Service for each calendar year in which either your Employers are required to contribute at least five monthly contributions to the Fund on your behalf or you earn at least 870 Hours of Service. There is no partial year of Vesting Service. All of your Vesting Service will be counted unless it has been lost by a Break in Service.

For the purpose of determining eligibility for benefits under the Plan, service that you earn under a pension plan sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union is credited to you as Vesting Service in Covered Employment.

ACCRUED BENEFIT

Your Accrued Benefit is the monthly pension benefit payable at your Normal Retirement Age under the Plan. However, **no Accrued Benefit is earned for any calendar year in which you fail to work enough so that your Employer(s) are required to contribute at least three monthly payments to the Fund.** An exception applies to the two calendar years immediately before your commencement of Participation and the calendar year in which your Pension Effective Date occurs.

BREAK YEAR

A Break Year is a calendar year in which you neither work enough so that your Employers are required to contribute at least three monthly payments to the Fund nor earn at least 435 Hours of Service.

If you are not yet Vested and incur a Break Year, your Accrued Benefit and Vesting Service will be forfeited. They will be restored to you only if you have a year that is not a Break Year before the number of consecutive Break Years equals the greater of five or the number of Years of Vesting Service you earned prior to the Break.

FROZEN BENEFIT

If you do not work enough in a calendar year so that your Employer(s) is required to contribute at least three monthly payments to the Fund, your Accrued Benefit will be "Frozen." Your Frozen Accrued Benefit is calculated under the terms of the Plan in effect on the last day of the year before such year.

However, if you return to Covered Employment under the Plan and work enough time in one of the two Plan years immediately following your Break in Service so that your Employer(s) is required to make at least 5 monthly contributions in each of the following two Plan Years, then your Accrued Benefit earned before your Break in Service will be reinstated and will not be considered a Frozen Accrued Benefit.

SUSPENSION OF BENEFITS

For benefits you earned on or after November 1, 2001, if you retire and start your pension and then return: (1) to Covered Employment and work 80 hours or more a month; or (2) to Prohibited Employment and work 40 hours or more a month, your monthly pension will be suspended until you retire again. (See Part C for a description of Prohibited Employment and a description of the suspension rules for benefits earned prior to November 1, 2001.)

IMPORTANT NOTICE

The Provisions of this document are subject to amendment and interpretation by the Board of Trustees and to the rules and procedures of the Plan in effect at the time of a claim. The Board of Trustees has the sole power and discretion to interpret, apply, construe, and amend the provisions of the Plan and make factual determinations regarding its construction, interpretation and application. Any decision or construction made by the Board of Trustees is binding upon Employers, Employees, Participants, beneficiaries and all other persons who may be involved in or affected by the Plan. **Do not rely upon any statement regarding coverage or benefits under the Plan made by your Employer, Union agent or other person.**

In the event there are differences between this Summary Plan Description and the full Plan document, the language contained in the Plan document (available at the Fund Office) will govern.

Nothing in this booklet is meant to interpret, extend or change, in any way, the provisions of the Plan documents.

The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan, in their judgment and in accordance with law.

COMMUNICATION

If you have a question about any aspect of your participation in the Plan, you should write to the Fund Office.

UFCW LOCAL ONE PENSION PLAN BOARD OF TRUSTEES

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TO: PARTICIPANTS IN THE UFCW LOCAL ONE PENSION PLAN
FROM: BOARD OF TRUSTEES OF THE UFCW LOCAL ONE PENSION PLAN
DATE: NOVEMBER 1, 2016

This booklet is intended to describe the provisions of the Pension Plan effective as of November 1, 2016 (except as otherwise specified). The booklet has six parts:

- A.** Definitions
- B.** Questions and answers regarding the Plan;
- C.** Summary of Plan provisions regarding suspension of benefits;
- D.** Claim denial appeal procedure;
- E.** Your rights under the Employee Retirement Income Security Act of 1974 (ERISA);
- F.** Plan procedures for determining the qualified status of a Domestic Relations Order; and
- G.** Plan information.

A number of significant changes have been made since the last booklet was distributed to you. You should read this booklet thoroughly to make sure that you are completely familiar with the current Plan.

This booklet should not be interpreted as restoring any service you have lost under prior provisions of the Plan or increasing any “frozen” benefit you may have, or increasing your benefit if you are already receiving a pension. The Plan provisions that apply to a Pensioner whose Pension Effective Date was prior to November 1, 2016, or to a separated Vested Participant whose last Hour of Service took place prior to November 1, 2016 will be those in place at the time of your last Hour of Service.

The Board of Trustees is responsible for collecting and administering the contributions to the Pension Plan that are required by agreement between your Employer and the UFCW District Union Local One or another UFCW Local Union accepted for participation, or between your Employer and the Trustees. In addition, we are required to draft and administer the provisions of the Pension Plan itself.

The Board of Trustees is assisted in these tasks by the professional advisors whom we may hire from time to time. These could include an actuary, an attorney, an auditor and one or more investment managers.

The daily operation of the Plan is handled by the Fund Director, located at the Fund Office. You are encouraged to contact the Fund Office for assistance in understanding your benefits.

It is our intention to continue the successful operation of this Plan in a sound actuarial fashion. Your assistance in this endeavor will be increased by your complete understanding of the Plan rules.

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

Sincerely,

Frank C. DeRiso

Chairman, Board of Trustees

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PART A: DEFINITIONS

Covered Employment means employment for which contributions to the Fund are required by the terms of a Collective Bargaining Agreement between your Employer and the Union. "Covered Employment" also includes service as an Employee of the Union, this Fund, and any other Trust Fund co-sponsored by the Union, if your position is covered by a Participation Agreement and is employment for which the Union or Fund is obligated to make contributions to the Fund.

Collective Bargaining Agreement means an agreement between the Union and an Employer that requires contributions to the Fund on your behalf.

Employee means any person covered by a Collective Bargaining Agreement between an Employer and the Union in a position for which the Employer is required to make contributions to the Pension Fund. Employee also includes an employee of the Union, this Fund, or any other Trust Fund co-sponsored by the Union who is covered by a Participation Agreement and who is engaged in employment for which the Union or Fund is obligated to make contributions to the Fund. Finally, the term "Employee" means a person that, as of January 1, 2002, is covered by a Collective Bargaining Agreement between an Employer and another UFCW local union and who is engaged in employment with respect to which the Employer is obligated to make contributions to the Fund. Employees cannot be sole proprietors, owners of unincorporated entities, partners of partnerships, or any other non-bargaining unit employee (this last exclusion does not apply to any Employee who may be treated as a collectively bargained employee under applicable law).

Employer or Contributing Employer means any employer that is required to pay contributions to the Fund as the result of a Collective Bargaining Agreement. The term "Employer" also includes the Union, this Fund, and any other Trust Fund co-sponsored by the Union, if it has executed a Participation Agreement, has been accepted for participation in the Fund by the Board of Trustees and makes contributions to the Fund as required by its Participation Agreement. Finally, the term "Employer" includes an Employer under a collective bargaining agreement with another UFCW Local Union and that is accepted for participation by the Trustees.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Fund or Pension Fund means the UFCW Local One Pension Fund.

Hour of Service is generally any hour you work for an Employer for which:
—you are paid, or entitled to payment for the performance of duties;
—although no duties were performed, you are paid, or entitled to payment; for instance, vacation, paid holiday, illness, layoff, jury duty, military duty or leave of absence; and/or
—back pay is awarded or agreed to by an Employer.

An Hour of Service does not include time during which you only received Workers' Compensation or Unemployment Compensation or compensation under disability insurance laws. You may not receive credit twice for the same hour under these rules. Hours also are not credited for a payment that solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

- **Normal Retirement Age** means: For service before January 1, 2016, the date you attain age 60 and complete five consecutive years of Plan participation or five years of Vesting Service
- For service between January 1, 2016 and December 31, 2017, the date you attain age 63 and complete five consecutive years of Plan participation or five years of Vesting Service
- For service on or after January 1, 2018, the date you attain age 65 and complete five consecutive years of Plan participation or five years of Vesting Service

Participant means an Employee who meets the requirements for participation in the Plan on page 18 or a former Employee who has earned a Vested right to a pension.

Participation Agreement means a written agreement between the Fund and an Employer that obligates an Employer to contribute to the Plan and be bound by the Plan documents (including the Trust Agreement) and actions taken by the Board of Trustees.

Pension Effective Date means the first day of the calendar month starting after you have fulfilled all of the conditions required to receive pension benefits from the Fund.

Pensioner means a former Employee who is retired under the Plan and who is receiving pension benefits from the Plan.

Plan or Pension Plan means the UFCW Local One Pension Plan.

Plan Year means the 12 consecutive calendar months beginning January 1st and ending December 31st.

QDRO means a “qualified domestic relations order” within the meaning of the law. See page 58 for more information.

Spouse means the person to whom you are legally married on your Pension Effective Date, or on your date of death, if earlier. A former Spouse will also be considered a Spouse to the extent required under the terms of a QDRO. Your Spouse also includes a person of the same sex to whom you are legally married under the laws of the state in which the marriage was performed. You will need to provide proof of marriage.

Trust Agreement means the written document creating the Fund, effective as of January 1, 2014, and any amendments or restatements of the Trust.

Trustee means a member of the Board of Trustees of the UFCW Local One Pension Fund.

Union means the UFCW District Union Local One.

Vesting Service You are granted one year of Vesting Service for each Plan Year in which you work in Covered Employment for which an Employer(s) are required to contribute at least five monthly contributions to the Fund for such Plan Year, or in which you earn at least 870 Hours of Service. If you have earned five years of Vesting Service, you are Vested and the credited service you have earned is non-forfeitable.

For the purpose of determining eligibility for benefits under the Plan, service that you earn under a pension plan sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union is credited to you as Vesting Service.

PART B: QUESTIONS & ANSWERS

GENERAL INFORMATION

Some important changes have taken place in your Pension Plan 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 are the purposes of the Plan?

- to provide monthly benefits to you after you retire from Covered Employment;
- to provide monthly benefits to you if you become disabled; and
- to provide monthly benefits to your Spouse if you die before your Spouse.

The monthly benefits you and/or your Spouse may receive under the Plan will be in addition to any Social Security benefits you are entitled to receive. Of course, you must satisfy certain conditions and eligibility requirements to receive these benefits from the Plan.

2. When did the Plan start? The Plan started September 1, 1963.

3. Who is covered by this Plan?

The Plan covers Employees who work under Collective Bargaining Agreements between Employers and the UFCW District Union Local One that require contributions to this Plan. A small number of other Employees are also covered as the result of other Collective Bargaining Agreements and Participation Agreements.

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

The Board of Trustees, composed of persons appointed by UFCW District Union Local One and by Contributing Employers, in equal numbers is responsible for the operation of the Plan.

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

The Board of Trustees is solely responsible for interpreting the Plan and for making determinations under the Plan. In order to carry out this responsibility, the Board, or its designee, has exclusive authority and discretion to:

- determine whether you are eligible for benefits under the Plan;
- determine the amount of benefits, if any, you are entitled to from the Plan;
- determine or find facts that are relevant to any claim for benefits from the Plan;
- interpret and administer all of the Plan's provisions;
- interpret all of the provisions of this Summary Plan Description;

- interpret all of the provisions of any other document or instrument involving or impacting the Plan;

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

- is 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;
- is given deference in all courts of law, to the greatest extent allowed by applicable law; and
- cannot 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.

6. Who pays for the Plan?

The Employers who have Collective Bargaining Agreements with the Union (or other agreements with the Trustees) that require contributions to the Plan pay for the Plan. The amount of contributions required on behalf of any one Employee is determined by the applicable agreement for that Employee's Employer. There are no Employee contributions to the Plan.

7. How are the Plan assets held?

All of the Plan assets are held in trust by the Trustees for the Participants and beneficiaries of the Plan.

8. May I borrow on the pension money I will receive when I retire?

No. The law and the Plan provisions generally prohibit assignment of your pension for the payment of any obligation unless an exception applies. Thus, your interest in the Plan is not subject to assignment or alienation, whether voluntary or involuntary.

However, there is an exception for a QDRO. A QDRO is a court order meeting the requirements of federal law that designates an amount of your pension to be paid to your Spouse, former Spouse, child or other dependent. You may request a copy of the Plan's QDRO procedures from the Fund Office. Please also see Part F of this booklet.

There are also exceptions for a voluntary assignment to pay for retiree health benefits and a federal tax levy or judgment resulting from an unpaid tax assessment.

9. When I retire, may I take a lump sum cash payment instead of monthly pension payments?

Generally, no. The purpose of the Plan is to provide monthly pensions to retired Participants. However, there is an exception for very small benefits, which are benefits with an actuarial total lump sum value of less than \$5,000 at retirement or death; these benefits must be distributed in a lump sum cash payment.

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

Under federal law, the assets of the Plan are to be used for the benefit of the Participants, surviving Spouses, and beneficiaries and to pay the Plan's expenses, in an order of priority that is set forth under federal law. Under no circumstances may money that has been properly contributed to the Plan ever be returned to any Employer or to the Union.

11. What is a Plan Year?

A Plan Year means the calendar year beginning with January 1st and ending with the following December 31st. The financial records of the Pension Fund are kept on this basis.

JOINING THE PLAN

A qualifying period of service is required before you are considered a Participant in the Plan. The date that you become a Participant may also affect the date that you become eligible for a Normal Pension. You should understand how you become a Participant and how your participation can stop.

12. How do I become a Participant in the Plan?

If you were not already a Participant on April 1, 2001, you will become a Participant on the first day of the Plan Year following a Plan Year in which you work enough time in Covered Employment so that your Employer(s) is required to make at least three monthly contributions to the Fund on your behalf.

In addition, if you earned at least one Hour of Service under the Plan prior to January 1, 2007, you will become a Participant in the Plan on the January 1st nearest to the end of the 12 consecutive month period in which you have earned at least 1000 Hours of Service. If you are not yet a Participant under the Plan, and you experience a period of 12 consecutive months (measured from the date of your first employment with an Employer) during which you do not earn at least 1000 Hours of Service, then you will become a Participant on the January 1st of the Plan Year immediately following the first Plan Year in which you earn at least 1000 Hours of Service. For the 2001 Plan Year, Hours of Service included any Hours earned under the Western Plan as of March 31, 2001.

If you first earn an Hour of Service under the Plan on or after January 1, 2007, you will become a Participant in the Plan on the January 1st nearest to the end of the 12 consecutive month period in which you have earned at least 1000 Hours of Service, provided you are at least 21 years of age. If you are not yet a Participant under the Plan, and you experience a period of 12 consecutive months (measured from the date of your first employment with an Employer) during which you do not earn at least 1000 Hours of Service, then you will become a Participant on the

January 1st of the Plan Year immediately following the first Plan Year in which you earn at least 1000 Hours of Service, provided you are at least 21 years of age. Anyone who was a Participant in this Plan on March 31, 2001 continued as a Participant as of April 1, 2001. Anyone who was a Participant in the Western Plan on March 31, 2001 became a Participant in this Plan on April 1, 2001.

13. Can my participation in the Plan ever stop?

Yes. If you have a Break Year (see question 22) when you are not Vested (see questions 20-21), your participation in the Plan will stop. Of course, your participation also will stop if you die or if your benefit is completely paid out of the Fund, for example, as a Lump Sum (see question 9).

If you have a Break Year at a time when you are not Vested, and your lost service is not later reinstated, you will be assigned a new date of participation if you once again satisfy the participation requirements.

14. Suppose my employer (or I) wishes to contribute to the Pension Plan for me, even though the company is not required to do so in a Collective Bargaining Agreement or other written agreement, is it allowed?

No. Unless your work is covered in a written agreement between your Employer and UFCW District Union Local One, or between your Employer and the Fund, no credit can be given to you and no contributions will be accepted by the Fund for any work you do.

15. Can I contribute to the Plan an additional amount above what my Employer contributes?

You are not permitted to contribute to the Plan under the terms of this Pension Plan. The Fund does not accept employee contributions.

EARNING A PENSION—VESTING SERVICE

It is important that you know what Vesting Service is. Earning enough Vesting Service is how you become Vested in your pension and qualify for other benefits under the Plan.

16. What is Vesting Service?

Vesting Service means your work in Covered Employment for which your Employer is required to contribute on your behalf to the Plan. Your Hours of Service under the Plan also count towards your Vesting Service.

17. Why is Vesting Service important?

Earning enough Vesting Service is how you become “Vested” under the Plan (see questions 20-21).

The amount of your Vesting Service is important in determining whether or not you are eligible for pension benefits under the Plan as well as whether your Spouse is eligible for the Pre-Retirement Surviving Spouse's Pension (see questions 87-89). The amount of your Vesting Service is also important if you incur a Break Year before you are Vested because, if you have sufficient Vesting Service and a short enough break, your credit lost because of the Break can be reinstated (see question 28).

18. How do I earn Vesting Service?

You are credited with one year of Vesting Service for each Plan Year in which you work enough time that your Employer is required to make at least five monthly contributions to the Plan on your behalf or in which you earn at least 870 Hours of Service.

Service prior to the date your Employer participated under the Plan also may be counted in determining whether you are Vested. If you need to know whether this applies to you, please contact the Fund Office.

In any one Plan Year, you can either earn one year of Vesting Service or no Vesting Service. There are no partial years of Vesting Service.

19. What Happens if I join Military Service?

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 Covered Employment for purposes of accruing 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 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. receive an honorable discharge or satisfactorily complete military service; and
5. apply for a job with an Employer within the requisite time period.

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 you die, or become disabled while performing qualified military service, to the extent that you cannot return to Covered Employment, your period of military service will be treated as Hours of Service for Covered Employment for all purposes under the Pension Plan, including vesting and benefit accruals, to the extent permitted by law.

EARNING A PENSION—BECOMING VESTED

20. What is vesting?

Vesting means the non-forfeitable right to a pension benefit under the Plan. Once you become Vested, even if you later incur a Break Year, you will be entitled to receive your accrued pension benefit (see questions 31 and 34) at your Normal Retirement Age (or Early Pension Date, if eligible). If you die after becoming Vested, your surviving Spouse will be eligible for a pension under the Plan (see questions 85-86). 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 Vested as soon as you have accrued at least five years of Vesting Service before incurring a Break in Service. Alternatively, you are Vested when you attain Normal Retirement Age or when you have accrued five consecutive years of Plan participation if later. (However, different rules apply if you incurred a Break in Service before January 1, 1999 and you do not have later Hours of Service under this Plan or the former Western Plan.) If you do not know whether you are Vested, please contact the Fund Office.

EARNING A PENSION—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.

22. What is a Break Year?

A Break Year means a Plan Year during which you fail to earn at least 435 Hours of Service and do not work enough time in Covered Employment to require your Employer to make at least three monthly contributions to the Plan.

23. Are there any exceptions to this provision?

Yes. You may avoid incurring a Break Year if you are protected under federal law for absence(s) on account of military service, pregnancy, childbirth or adoption.

Solely to avoid a Break Year, you will be given credit for up to 435 Hours of Service with an Employer for any absence from work made necessary because of your

pregnancy, the birth of your child or your adoption of a child, or the care of your child immediately after the child's birth or adoption. You will be credited with the Hours of Service that would normally have been credited but for the absence. When it is not possible to determine that service, you will be credited with eight Hours of Service for each business day during the absence.

Solely to avoid a Break Year, you will also be given credit for up to 435 Hours of Service with an Employer for an absence from work covered by the Family Medical Leave Act of 1993.

You also can avoid a Break Year as provided under Reciprocity Agreements (see question 29). For the purpose of determining eligibility for benefits under the Plan, service that you earn under a pension plan sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union shall be credited to you as Vesting Service.

24. What is a Break in Service?

If you experience a Break Year while you are a Participant, you will incur a Break in Service.

25. What happens if I experience a Break in Service when I am not vested?

If you are not Vested and you experience a Break in Service, your participation in the Plan will stop, you will forfeit your accrued pension benefit and your Vesting Service that was earned prior to the Break Year will be lost. However, your pension benefit and Vesting Service may be reinstated (see question 28).

26. What happens if I experience a Break Year when I am Vested?

If you are Vested and you experience a Break in Service, you are entitled to receive, at Normal Pension Age, the accrued benefit you earned before that break. However, the amount of benefit to which you will be entitled for service before the end of the Break Year will be "frozen" at the level of benefits in effect on the last day of the year before the beginning of the Break Year that causes the Break in Service.

27. Is there any other way that my accrued pension benefit can be "frozen"?

Yes. Even if you do not incur a Break in Service, any time you are credited with less than three monthly Employer contributions in a Plan Year (regardless of the reason), your accrued pension benefit will be "frozen" at the level in effect at the end of period of service before the Plan Year. However, a "freeze" will not occur in either of the two Plan Years immediately preceding your commencement of Participation or the Plan Year in which the effective date of your pension occurs.

28. Can any Pension Service that I lose because of a Break Year be reinstated?

This is where your years of Vesting Service play an important part. If you return to (or continue working in) Covered Employment and either earn at least 435 Hours of Service or work enough time in Covered Employment to require your Employer(s) to make at least three monthly contributions to the Plan, then your accrued pension benefit and Vesting Service and most recent date of participation will be reinstated provided that the number of consecutive Break Years you incurred is less than five years or less than the number of years of Vesting Service that you had before the Break Years.

Remember that because you did incur a Break Year, your accrued pension benefit (for employment before the end of the Break Year) will remain “frozen” as described in question 27. However, if you return to Covered Employment under the Plan and work enough time in one of the two Plan Years immediately following your Break in Service such that your Employer(s) are required to make at least five monthly contributions in each of the following two Plan Years, then your Accrued Benefit earned before your Break in Service will be reinstated and will not be considered a Frozen Accrued Benefit.

EARNING A PENSION—RECIPROCITY

Reciprocity arrangements can protect your Plan participation when you work in certain employment not covered by the Plan.

29. What is reciprocity?

The purpose of reciprocity is to provide credit to you if you would otherwise be ineligible because your years of Pension and Vesting Service have been divided between the UFCW Local One Pension Plan and certain other pension plans. This Plan has entered into reciprocal agreements with several other pension funds (“related funds”) under which service in the jurisdiction of the related funds is considered as service under this Plan for the purpose of determining entitlement to benefits under this Plan. This Plan will recognize service under a related fund only in accordance with the terms of a reciprocal agreement, and generally such service may count for avoiding a break in service or for eligibility for vesting, but will not count for increasing the amount of your pension benefit.

If you have any questions, contact the Fund Office.

Depending on the terms of the reciprocity agreement relevant to your service, any eligibility arising from reciprocity may be cancelled if the Plan stops participating in the relevant reciprocity arrangement before your Pension Effective Date.

PENSION BENEFITS—NORMAL PENSION

The purpose of the Pension Plan is to provide for a monthly benefit at Normal Retirement Age after your working career is completed.

30. When may I start receiving my Normal Pension?

Once you are at least Normal Retirement Age, have satisfied the service requirement for a Normal Pension, and terminate work in Covered Employment and Suspensible Employment (and any other employment in which you can earn additional Vesting Service), you are eligible for a Normal Pension. You must apply to receive this benefit.

The definition of Normal Retirement Age depends on when you earned the service:

- For service before January 1, 2016, Normal Retirement Age is the date you attain age 60 and have either five years of Vesting Service or five consecutive years of participation in the Plan.
- For service between January 1, 2016 and December 31, 2017, Normal Retirement Age is the date that you attain age 63 and have either five years of Vesting Service or five consecutive years of participation in the Plan
- For service on or after January 1, 2018, Normal Retirement Age is the date you attain age 65 and have either five years of Vesting Service or five consecutive years of participation in the Plan.

If an Employer is required to contribute to the Plan on your behalf for a particular month, you are not considered retired during that month. However, you may retire while your Employer is required to make contributions on your behalf if you lost your employment as a result of a permanent layoff and your Employer is obligated to continue to make contributions on your behalf after your layoff under the Collective Bargaining Agreement.

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

You will satisfy the service requirement as soon as you have at least five years of Vesting Service. You also can receive a Normal Pension as of the later of the date you reach Normal Retirement Age or have five consecutive years of Plan participation.

32. How much is the Normal Pension?

- Your Normal Pension is the sum of: your accrued monthly pension benefit as of December 31, 2000 under this Plan or the Western Plan, whichever is applicable; plus
- 4% of the total Employer contributions required to be made to this Plan or the Western Plan on your behalf between January 1, 2001 and December 31, 2015, except that contribution rate increases in Collective Bargaining Agreements effective on and after May 1, 2005 will not be taken into account; plus
- 2% of the total contributions required to be paid on your behalf on and after January 1, 2016, except that contribution rate increases in Collective Bargaining Agreements effective on and after May 1, 2005 will not be taken into account.

You will not accrue a benefit based on contributions during any year in which you do not work enough that your Employers are required to contribute on your behalf for at least 3 months (unless such year is either of the two Plan Years immediately preceding your commencement of Participation or the Plan Year in which the effective date of the your pension occurs).

If you work for an Employer that first began participating in the Fund on or after May 1, 2005 but before April 30, 2011, the Employer contribution rate that is applicable in determining your benefit accruals under the Plan will be the contribution rate under the Employer's first Collective Bargaining Agreement. If your pension is to be paid in the Married Couple form (see questions 55 – 72), or with any special feature (see questions 73-79), an adjustment will be made in the amount of your benefit.

PENSION BENEFITS—EARLY PENSION

Under certain circumstances you may start your pension before Normal Retirement Age. Because your life expectancy is longer the younger you are, and because of certain other factors, there is usually a reduction in the amount of your otherwise Normal Pension if you choose to retire early.

Federal law requires that the Fund inform you of the consequences of electing to receive your benefits early, instead of at your Normal Retirement Age, or later. In connection with this requirement, please review this section of the SPD carefully. In addition, when you apply for a pension, please carefully review the relative value of the optional forms of benefits described in the pension application.

33. Must I wait until Normal Retirement Age to start my pension?

If you meet the service requirement for an Early Pension, and leave Covered Employment (and any other employment in which you can earn additional Vesting Service), you may start your pension at age 55 or at any time thereafter.

34. What is the service requirement for an Early Pension?

To be eligible to receive an Early Pension, you must have accumulated at least 10 years of Vesting Service and at least 10 consecutive years of Plan participation.

For the limited purpose of determining your Vesting Service to satisfy the service requirement for an Early Pension, Vesting Service includes only: (1) Covered Employment; (2) employment as a part-time Employee working in a position covered by a Collective Bargaining Agreement between an Employer and the Union; and (3) vesting service earned under another fund with which the Fund has entered into a reciprocity agreement. (See Question 29 for additional information on reciprocity.)

35. How is my Early Pension calculated?

If you have less than 30 years of Vesting Service, your Normal Pension is reduced by ½ of 1% for each month before Normal Retirement Age.

You start by calculating the amount of your monthly pension benefit as if you had reached your Normal Retirement Age. Then you reduce that amount by ½ of 1% for each calendar month that your Early Pension Date precedes your Normal Retirement Age.

For example, a benefit beginning in 2010 at age 55 would be 60 months before your Normal Retirement Age of age 60, requiring a reduction of 30%.

If you have 30 years of Vesting Service and retire before February 1, 2011, there is no reduction to your benefit. For the limited purpose of this rule, Vesting Service under this Plan includes only: (1) Covered Employment; (2) Vesting Service under the Western Plan accrued as of March 31, 2001; (3) vesting service earned under another fund with which the Fund has entered into a reciprocity agreement; and (3) employment with your Employer if you were employed by that Employer on the date that such Employer first became obligated to contribute to the Plan, provided:

1. such date precedes 1994,
2. such employment was of the type that required contributions by the Employer after such date;
3. such employment was in a calendar year that contained at least five months of such employment in full-time status; and
4. such employment did not precede a calendar year before such date in which you did not work at least 3 months in such employment in full-time status.

If you have 30 years of Vesting Service and retire on or after February 1, 2011, your monthly pension benefit will be the greater of:

(1) the total monthly benefit as of the Pension Effective Date, reduced by ½ of 1%, for each whole calendar month that the Pension Effective Date precedes the Normal Retirement Age; or

(2) your monthly benefit earned as of January 31, 2011.

(The exact date depends on when your collective bargaining agreement in effect on January 1, 2011 expired).

For example, Wendy is a participant with 30 years of Vesting Service who plans to retire on February 1, 2013 at age 58, with a normal pension benefit, payable at Normal Retirement Age, of \$1,500 per month. As of February 1, 2011, Wendy's accrued benefit for service earned to date is \$1,400.

- Under the pre-2011 rule, upon her retirement at age 58, Wendy would have received her full normal pension benefit of \$1,500 per month.
- Effective February 1, 2011, Wendy's benefit is determined by comparing the benefit amounts under the above formulas as follows:

Under the first formula, Wendy's monthly benefit would be \$1,320, determined by reducing her normal pension benefit based on ½ of 1% for each whole month that her early retirement date precedes her Normal Retirement Age, as follows:

Normal pension benefit (without reduction).....	\$1,500
Months Early	24
Early retirement reduction	0.12 (½ % x 24 months)
Reduction factor.....	0.88 1-0.12
Final monthly benefit.....	\$1,320 \$1,500 x 0.88

Under the second formula, Wendy's monthly benefit would be \$1,400, based on the accrued monthly benefit Wendy earned as of January 31, 2011, based on her age at retirement.

Because the second formula provides the greater benefit, upon her early retirement, Wendy will receive the amount under the second formula: \$1,400.

*NOTE: When this rule applies to you depends on the date that your collective bargaining agreement in effect on January 1, 2011 expires.

PENSION BENEFITS—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. In that case, a special Plan benefit is intended to provide a monthly benefit to eligible disabled Participants.

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

You must be totally disabled. You are considered "totally disabled" for a calendar month only if you are determined by the Social Security Administration to be totally and permanently disabled for that month and you do no work for remuneration in that month.

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

In addition to being totally disabled, you must meet all of the following requirements:

- 1.** You must not have reached Normal Retirement Age for all of your service; See question 30 for an explanation of Normal Retirement Age.
- 2.** You must be Vested (counting only Covered Employment and part-time employment represented by the Union);
- 3.** You must have been a Participant for at least 10 consecutive Plan Years up until the date the total disability starts, or be at least age 55 on the date the total disability starts; and

4. Your total disability must begin when you are:
 - a. In Covered Employment; or
 - b. In part-time employment recognized as Hours of Service under the Plan and covered by a Collective Bargaining Agreement; or
 - c. In a period of continuous involuntary part-time employment, with a Contributing Employer, not more than 90 days in length; or
 - d. In a period of strike or lockout that prevents you from working in Covered Employment; or
 - e. On a leave of absence of not more than 90 days in length agreed to in writing by an Employer and the Union (or by your Employer in the case of an Employee of the Health Care Fund or the Union); or
 - f. Within 12 months of the date Covered Employment ends during a period that immediately follows Covered Employment, provided that during such period you perform no duties or services that is employment or self-employment for any entity and for payment of any kind, and provided that the disability that results in total disability began while you were in Covered Employment.

You should not wait to hear from Social Security to file your application with the Fund Office. As soon as you believe you might be entitled to a Disability Pension under this Plan, you should start the application process with the Fund Office.

38. What is the amount of the Disability Pension?

The amount of the monthly Disability Pension is calculated in the same way as the Normal Pension, without any reduction for your age.

39. When will a Disability Pension begin?

You must first establish that you are eligible. If you are eligible, payment will be retroactive to the later of two dates:

1. The first month for which you are entitled to receive a Social Security disability benefit; or
2. 24 months before the date you apply for a Disability Pension. You may not begin to receive a Disability Pension after your Normal Retirement Age under the Plan even if the Pension Effective Date of such Disability Pension is proposed to be prior to the Pension Effective Date of such Normal Pension. However, if you begin to receive an Early Pension before receiving a Social Security Administration finding of total and permanent disability, you will be entitled to elect to switch your benefit from an Early Pension to a Disability Pension upon satisfaction of the requirements for entitlement to a Disability Pension, provided that your total disability onset date found by the Social Security Administration comes on or before the Pension Effective Date of your Early Pension.

40. When will a Disability Pension cease?

It will cease on the earliest of the following dates, if applicable:

1. when you attain Normal Retirement Age for all of your service (because you may apply for a Normal Pension);
2. when you lose entitlement to the Social Security disability award;
3. when you refuse to provide evidence of disability upon request by the Board of Trustees;
4. when you become able to engage in any employment; or
5. when you die.

41. Do I have to take a medical examination?

A medical examination may be required for the purpose of determining your eligibility for a Social Security Disability benefit. Further, the Plan Trustees may ask you to take a follow up medical examination (no more frequently than once a year) to determine your continued eligibility for a Disability Pension under the Plan.

PENSION BENEFITS—SUPPLEMENTAL PAYMENT

Prior to April 29, 2008, the Plan provided a Supplemental Payment benefit. As required by federal law, this benefit is not payable beginning April 29, 2008. Payment of this benefit will resume if the Fund is again permitted to pay the Supplemental Payment under applicable law before December 31, 2019. However, effective January 1, 2020, this benefit is eliminated for participants not already receiving this benefit.

PENSION BENEFITS SOCIAL SECURITY SUPPLEMENTAL PAYMENT

The Social Security Supplemental Payment benefit described in questions 42 through 44 became effective April, 2008. If you retire before December 31, 2019, the Social Security Supplemental Payment benefit will continue in effect until the first day that the Fund is no longer prohibited from paying the Supplemental Payment benefit. Effective January 1, 2020, this benefit is eliminated for participants not already receiving this benefit.

42. Who is eligible for a Social Security Supplemental Payment?

You must have worked at least 435 Hours of Service in Covered Employment in each of the five Plan Years before your Pension Effective Date, and you must retire on an Early or Normal Pension prior to the commencement of your Title II Social Security benefits. Further, you must meet one of the following age and service requirements as of your retirement date:

1. Age 60 or older with 15 or more years of Vesting Service earned in Covered Employment; or

2. Age 55 or older with 30 or more years of Vesting Service earned in Covered Employment.

For this benefit, Covered Employment under either this Plan or the Western Plan counts.

If you retire before you are eligible for a Social Security Supplemental Payment, but you resume Covered Employment and your pension is suspended, you may qualify for a Social Security Supplemental Payment when you again retire. However, the 435 Hours test is then based on the five consecutive Plan Years following the resumption of Covered Employment.

For the purposes of determining your eligibility for the Social Security Supplemental Payment, service that you earn under a pension plan sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union will be counted as Vesting Service in Covered Employment for this Plan; however this service will not be counted to satisfy the requirement that you work at least 435 Hours of Service in each of the five Plan Years leading up to your Pension Effective Date. Service that you earn under a reciprocity agreement between the Fund and a pension plan not sponsored by the UFCW International Union or a local union affiliated with the UFCW International Union will not be credited to you for the purposes of determining your eligibility for the Social Security Supplemental Payment.

43. When will a Social Security Supplemental Payment cease?

A Social Security Supplemental Payment will cease upon the earlier of:

1. The effective date of your Title II Social Security benefits; or
2. Your death.

It is also subject to suspension during a period of Covered Employment or Prohibited Employment as discussed in Part C.

44. How is my Social Security Supplemental Monthly Payment calculated?

If you have worked at least half of your years of Vesting Service in Covered Employment with this Plan and the Western Plan as a full-time Employee, the amount is determined as described below, but cannot be more than the Social Security benefit you are eligible to receive on your Social Security starting date:

1. \$300 per month if you retire at age 60 or older with 20 years or more of Vesting Service or at age 55 or older with 30 years or more of Vesting Service; or
2. \$240 per month if you retire at age 60 or older with 19 (but not 20) years of Vesting Service; or
3. \$150 per month if you retire at age 60 or older with 15 or more (but not 19) years of Vesting Service.

If you have worked more than half of your years of Vesting Service in Covered Employment with this Plan and the Western Plan as a part-time Employee, the amount is determined as described below, but cannot be more than the Social Security benefit you are eligible to receive on your Social Security starting date:

1. 200% of your monthly pension (but not more than \$300 per month) if you retire at age 60 or older with 20 years of Vesting Service or at age 55 or older with 30 years of Vesting Service; or
2. 200% of your monthly pension (but not more than \$240 per month) if you retire at age 60 or older with 19 (but not 20) years of Vesting Service; or
3. 200% of your monthly pension (but not more than \$150 per month) if you retire at age 60 or older with 15 or more (but not 19) years of Vesting Service.

APPLYING FOR PENSION BENEFITS

All benefits must be applied for under the Plan. This rule applies to Employees, surviving Spouses and Beneficiaries. 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.

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

Normally, your application should be filed 3 months in advance of the date you wish to have your pension start. This will enable the Fund Office 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, but your benefit will not become effective until after you retire.

46. When will my pension be effective?

If you are eligible, your pension will become effective on the first day of the month that you choose. However, pension benefits cannot commence effective prior to the first day of the month following the day that the Fund Office receives your signed application and prior to the date you are retired. (See page 2). The date that your pension becomes effective is called the "Pension Effective Date." Your benefit cannot be paid for any month that you are working in Covered Employment or Prohibited Employment. (See page 50).

Further, when you indicate to the Fund Office a desire to retire on an Early or Normal Pension, you will be given, among other things, a description of the "50% Married Couple form". This form of payment is described in questions 55 - 64. If you are married, the law requires that your benefit be paid in this form unless the option is rejected by both you and your Spouse within a specified window of time. (This window of time is specified so that you and your Spouse have a reasonable period of time to think about the option.)

To reject the “50% Married Couple” form, you must make the election no earlier than 90 days before your Pension Effective Date. Thus, if the Effective Date is postponed, for example because you continue in Covered Employment longer than you expect, the first election may become void and another may be required.

Your pension benefit will not be effective and will not begin until you have had at least 30 days following the receipt of this explanation to consider it, unless you and your Spouse waive this requirement, as long as this explanation is given at least seven (7) days prior to the date your benefits commence. The rejection must include the acknowledgment by your Spouse of any non-Spouse Beneficiary designation. No rejection is effective unless your Spouse has consented in writing to the rejection and the rejection is witnessed by a Notary Public or a Plan representative.

You should make certain that you elect the form of payment you desire, as discussed in questions 54-72. Once payment begins, you cannot change the form of payment.

47. Is proof of age required?

Yes. In order to receive a pension benefit, you must submit proof of age to the Fund Office. A birth certificate is the best proof of age; however, if you cannot obtain a birth certificate, the Fund Office will tell you which other documents will be required. The same rule applies to a surviving Spouse or Alternate Payee entitled to a pension under the Plan.

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

48. If I forget to apply when I am eligible, can my pension payments be retroactive? No. When you do apply, the amount of your postponed benefit will be adjusted for your age to the extent required by law.

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

No. You may postpone the start of your pension. If postponement is to a date later than your Normal Retirement Age, the amount of the postponed pension will be the greater of:

1. A pension increased to reflect the delay in your retirement, so that it is the actuarial equivalent of the pension that could have been paid from your Normal Retirement Age, or
2. The monthly accrued benefit as of your postponed Pension Effective Date without any such actuarial increase, based on your Covered Employment under this Plan and the prior Western Plan (if applicable).

However, you cannot postpone the effective date of your pension beyond the April 1st following the calendar year in which you reach age 70 ½ (called the

“Required Beginning Date”) (unless you have not satisfied the service requirement for any pension). At that time, you must receive your pension even if you are still working in Covered Employment. The amount being paid will be adjusted annually to recognize the additional pension accrued during any such continued work.

If you are a former Western Plan Participant, and you retire after your Normal Retirement Age, the actuarial increase referred to in paragraph 1 above will be determined under the terms of this Plan, even if you attained your Normal Pension Age while a Participant in the Western Plan.

If you are a former Participant in the Western Plan, your benefits under this Section will be calculated as follows: the amount described in (1) above will be based on your benefit earned at Normal Retirement Age, regardless of whether you reached Normal Retirement Age while a Participant in the Western Plan (before the merger on April 1, 2001), and the amount described in (2) above will be based on all benefits you accrued under both the Western Plan and the merged Plan as of your retirement.

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

If you, your surviving Spouse, or your Beneficiary make a false statement material to an application, or submit fraudulent information or proof, then benefits may be denied, suspended, or discontinued as permitted under federal law. The Plan will also have the right to recover any payments wrongfully made in reliance on the false or fraudulent statement, information or proof, both from you and the person who received the benefit and any person receiving a portion of your pension benefits (such as your surviving Spouse).

51. Will any of my retirement benefits be distributed to my Spouse, child or other dependent if I am divorced?

If, under 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. You should understand that the Trustees are required by law to obey the order of the court if it meets the requirements to be a QDRO. For further information, please refer to Section F. of this booklet.

The person claiming entitlement to your pension benefits must furnish the Trustees with a copy of the court order, which will be reviewed to determine if it meets all requirements to be a QDRO. Once the Fund receives a copy of a Domestic Relations Order (DRO), you will be notified of its receipt and a copy of the provisions of the Plan relating to QDROs will be provided to you.

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

Because the Plan provides for distribution in lump sum form if the total value of your pension is less than \$5,000, the Fund will provide you with additional information if this applies to you.

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 in your own name. At the time of your Pension Effective Date, the Fund Office will provide information if this applies to you. Most distributions by the Fund are not eligible distributions for rollover.

When you are entitled to receive such a distribution from the Plan, the Fund Office will provide you with information about the distribution, any tax withholding requirements, and a form for you to elect to have an eligible distribution transferred directly to another qualified retirement Plan or to an individual retirement account. You should consult your tax advisor to get more specific information about the tax consequences of any distribution.

53. How will payments be made to me under the Plan if I am unable to care for myself due to either mental or physical incapacity?

If the Trustees determine that you, as a Pensioner or Beneficiary, are unable to care for your affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay your benefits to any entity or individual the Trustees believe will provide for your maintenance and support. If a proper claim is made by you or your Beneficiary’s legal representative prior to any such payment, then the Trustees may pay your benefits to such representative instead.

BENEFIT FORMS—SINGLE LIFE FORM

54. How is my pension paid if I am not married?

If you are not married when you retire, the standard form of payment is the Single Life Form. If you are married, you and your Spouse may elect this form, as discussed in question 57. Under this form, payments continue throughout your life, and the last payment is made for the month in which you die.

BENEFIT FORMS—50% MARRIED COUPLE FORM

55. How is my pension paid if I am married?

If you are married when you retire on an Early or Normal Pension, the automatic form of payment is the 50% Married Couple form. Under this form, you will receive a reduced pension for as long as you live and, if your Spouse outlives you, your Spouse will receive thereafter a pension for his or her life at 50% of the monthly

rate you would have received while you were alive if the pension were being paid in the Single Life Form (but not more than 100% of the monthly rate actually paid while you were alive—a limitation that can apply only if you are very much older than your Spouse). (Different rules apply if you earned service only under the Western Plan before April 1, 2001. Contact the Fund Office if this applies to you.) This form of payment is available only if you are lawfully married to your Spouse on your Pension Effective Date and for twelve months, including your Pension Effective Date, before your death. Once payment begins in this form, your form of benefit to your spouse cannot change, even if you are subsequently divorced, providing a benefit after your death payable to your ex-Spouse (provided that you are married for at least 12 months at the time of your death).

If you are married on your Pension Effective Date, but have not yet been married for 12 months, you will be treated as if you are married on your Pension Effective Date. Unless your spouse waives this form, your pension will be reduced to reflect the 50% Married Couple Form effective with your first payment. However, if you are no longer married on your first wedding anniversary, your benefit amount will be increased to the Single Life Form, retroactive to your Pension Effective Date. In that case, your former Spouse will not be entitled to a survivor pension when you die.

56. How much is the monthly pension I will receive if the pension is paid in the 50% Married Couple form?

This will depend on your age and your Spouse's age.

For example, let's assume that you are retiring at age 60 with an accrued monthly pension benefit of \$1,000 and your Spouse is age 57. The \$1,000 is available only if you and your Spouse jointly decide to not receive your benefit in the Married Couple form. If you take the benefit in the 50% Married Couple form, you would receive a monthly pension of \$925.50 with the provision that your surviving Spouse would start receiving \$500 (half of the \$1,000 accrued monthly pension) for as long as your surviving Spouse lives after your death.

This illustration applies to only the age combination above. You should check with the Fund Office for the exact reductions for your situation.

57. How do we choose not to receive my benefit in the 50% Married Couple form?

When you are applying for your pension, you and your Spouse will have the opportunity to choose whether or not you want to receive your benefit in the 50% 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 (unless you both elect to start benefits after 7 days).

If you do not want to receive your benefit in the 50% Married Couple form, *both you and your Spouse* must elect not to receive it (unless you are electing the 75% Married Couple form or the 100% Married Couple form). You may instead elect the Single Life form as discussed in question 54, or the 75% Married Couple form discussed in questions 65-68 , or the 100% Married Couple form as discussed in questions 69-72 .

In order for your pension benefit to be paid in the Single Life form, your Spouse must waive, in writing, his or her right to this protection. The waiver must include an acknowledgment by your Spouse of any non-Spouse Beneficiary designation. Further, such waiver must be made *and notarized* no more than 90 days immediately preceding the effective date of your pension or such waiver is not valid. This means that a spousal waiver made more than 90 days before the effective date of your pension is not valid.

No consent by your Spouse is required if it is demonstrated to the satisfaction of the Trustees that:

1. you do not have a Spouse;
2. your Spouse cannot be located;
3. you and your Spouse are legally separated; or
4. you have been abandoned by your Spouse as confirmed by court order.

58. Is the 50% Married Couple form available if I am on a Disability Pension?

No. While you are on a Disability Pension, your Spouse remains automatically covered for a Pre-Retirement Surviving Spouse Pension (see questions –87-89). Only when the Disability Pension stops and you elect an Early or Normal Pension will you have the opportunity to elect to be paid in the 50% Married Couple form.

59. How can my Spouse and I learn more about the 50% Married Couple form of pension?

When you are considering retirement, contact the Fund Office and, normally at least 30 days but no more than 90 days before the effective date of your pension, the Fund Office will provide you and your Spouse with a written explanation of:

1. the terms and conditions of the 50% Married Couple form;
2. your right to waive the 50% Married Couple form, and the effect of such a waiver;
3. your Spouse’s rights with respect to your choice of pension; and
4. your right to revoke a previous election to waive the 50% Married Couple form, and the effect of such a revocation.

60. If I die after retirement and my surviving Spouse is eligible to receive the pension because I elected the 50% Married Couple form, must my Spouse apply for it?

Yes. All benefits must be applied for under the Plan. Your Spouse should contact the Fund Office as soon as possible after your death and he or she must provide proof of your death.

61. For how long will my Spouse's pension be paid?

Generally, this benefit will be paid for the life of your surviving Spouse. However, if the actuarial present value of your surviving Spouse's pension under the Married Couple form is \$5,000 or less, your surviving Spouse may elect to receive this benefit in a lump sum as full payment of such pension.

62. What happens if I no longer have a Spouse when I retire?

In the event that your Spouse predeceases you prior to your Pension Effective Date or you become divorced prior to your Pension Effective Date, the 50% Married Couple form will no longer be available to you and your pension will be determined in accordance with the provisions of the Plan on a Single Life basis (see question 54).

However, if you are divorced before or after you retire, and if your ex-Spouse has a right to part of your pension under a Qualified Domestic Relations Order, then the Plan will honor the terms of the QDRO (see Part F).

63. What happens if my spouse dies after my 50% Married Couple pension starts?

If your Spouse dies before you do but after retirement, the 50% Married Couple form will continue and, the amount of the monthly pension payable to you will not be increased due to your Spouse's death.

64. What happens if I get divorced after my 50% Married Couple pension starts?

If you were married for at least one year at your Pension Effective Date, and your 50% Married Couple form has started, and you became divorced after retirement, your ex-Spouse is still entitled to the protection of the 50% Married Couple form of benefit. However, if you were married for less than a year at your Pension Effective Date, your Spouse will have the protection only after your first wedding anniversary.

BENEFIT FORMS—75% MARRIED COUPLE FORM

65. What is the 75% Married Couple form?

If you are married, you may elect to receive a 75% Married Couple form, which is also known as a Qualified Optional Survivor Annuity. Under this form, you will receive a reduced pension for as long as you live and, if your Spouse outlives you, your Spouse will receive thereafter 75% of your monthly pension amount for life.

66. Am I Eligible to elect the 75% Married Couple form?

You may elect this form only if you are lawfully married on your Pension Effective Date. Like the 50% Married Couple form and the 100% Married Couple form, the survivor benefit under the 75% Married Couple form will be paid only if you are married for a full year at your death (see question 55).

67. How much is the monthly pension I will receive if the pension is paid in the 75% Married Couple form?

This will depend on your age and your Spouse's age.

For example, let's assume that you are retiring at age 60 with an accrued monthly pension benefit of \$1,000 and your Spouse is age 57. The \$1,000 is available only if you and your Spouse jointly decide to not receive your benefit in the Married Couple form. If you take the benefit in the 75% Married Couple form, you would receive a monthly pension of \$925.50 with the provision that your surviving Spouse would start receiving \$694.13 (75% of the \$925.50 accrued monthly pension) for as long as your surviving Spouse lives after your death.

This illustration applies to only the age combination above. You should check with the Fund Office for the exact reductions for your situation.

68. What else should I know about the 75% Married Couple form?

The answers to questions 57-61 above for the 50% Married Couple form also apply to the 75% Married Couple form. The 75% Married Couple form is not available while you are on a Disability Pension.

BENEFIT FORMS—100% MARRIED COUPLE FORM

69. What is the 100% Married Couple form?

Under this form, you will receive a reduced pension for as long as you live with the provision that, if your Spouse outlives you, your Spouse will receive thereafter the same monthly pension amount for life.

70. Am I Eligible to elect the 100% Married Couple form?

You may elect this form only if you are lawfully married on your Pension Effective Date. Like the 50% Married Couple form and the 75% Married Couple form, the survivor benefit under the 100% Married Couple form will be paid only if you are married for a full year at your death (see question 55).

71. How much is the monthly pension I will receive if the pension is paid in the 100% Married Couple form?

This will depend on your age and your Spouse's age at retirement. The pension payable to you will be lower than under the 50% Married Couple form or the 75% Married Couple form, but the pension payable to your surviving Spouse after you die will be higher (100% of your benefit). For example, let's assume that you are retiring at age 60 with an accrued monthly pension benefit of \$1,000 and your Spouse is age 57. The \$1,000 is available only if you and your Spouse jointly decide to not receive your benefit in the Married Couple form. If you take the benefit in the standard 50% Married Couple form, you would receive a monthly pension of

\$925.50 with the provision that your surviving Spouse would start receiving \$500 (half of the \$1,000 accrued monthly pension) for as long as your surviving Spouse lives after your death. However, if you reject this form and take the benefit in the 100% Married Couple form, you would receive a monthly pension of \$870.30 with the provision that your surviving Spouse would start receiving \$870.30 for as long as your surviving Spouse lives after your death.

This illustration applies to only the age combination above. You should check with the Fund Office for the exact reductions for your situation.

72. What else should I know about the 100% Married Couple form?

The answers to questions 57-61 above for the 50% Married Couple form also apply to the 100% Married Couple form. The 100% Married Couple form is not available while you are on a Disability Pension.

BENEFITS FORMS—HIGH/LOW FEATURE

The high/low feature described in this section is no longer available to participants who retire on and after April 28, 2008 as long as the Fund is prohibited by federal law from paying this type of benefit.

Because Plan Participants may have different sources of post-retirement income that may start at different times, this optional way to receive an Early or Normal Pension has been added to the Plan.

73. What is the purpose of this feature?

The Trustees have noted that, while the earliest possible age of retirement under the Plan is 55, the earliest age to commence a Social Security pension has not been reduced. Typically, under the current Plan provisions, a Plan Participant who retires some years before his or her Social Security benefit starts will receive the same monthly pension from the Plan for life, and then receive an increase in combined benefits when Social Security starts. As an example, let's assume a Participant retires early at age 55 and starts receiving a monthly pension from the Plan of \$1,000 for the life of the Participant. Assume further that, at age 62, the Participant elects the early Social Security pension and that benefit is \$800 monthly. This means that, for 7 years (from age 55 to 62) the Participant receives \$1,000 per month in benefits and for the rest of his or her life the total monthly benefit from both sources is \$1,800.

In some situations it might make more sense to a Pensioner to have a more level income during retirement.

The Trustees offer an option, called the High/Low feature, which an Early or Normal Pension applicant may choose near retirement age.

74. Am I eligible to choose the feature?

If you are an Early or Normal Pension applicant whose Pension Effective Date is on or after September 1, 1991, you may choose this feature. The feature may be added regardless of whether the optional form of benefit is the Single Life form, the 50% Married Couple form, 75% Married Couple form, or the 100% Married Couple form. The income your Spouse will receive after you die will not be affected if you elect the Married Couple form with the High/Low feature. Only the pension benefit you receive during your lifetime will be affected.

75. Is there an upper age limit?

Yes. On and after April 1, 2001, your Pension Effective Date must be before you reach Social Security Full Benefit Retirement Age. (Previously you had to be under age 64½).

76. Is there a time limit for choosing the High/Low feature?

No. You may choose this feature when you submit your pension application. (Before April 1, 2001, you were required to choose the feature at least one year before the effective date of your pension).

77. How does the feature work?

Beginning at your Pension Effective Date, you will start receiving a monthly pension from the Plan that is larger than you would receive if you had not chosen this feature. Effective with the age (in the future, and not later than your Social Security Retirement Age) that you choose when you retire, your monthly pension will decrease (by the amount of such decrease that you choose at retirement) and will remain at this reduced level for the rest of your life.

78. How can I find out what my pension will be if it's paid with the High/Low feature?

If you tell the Fund Office at what age you expect to retire and at what age you want your pension to decrease, and by how much you want your pension to decrease, the Fund Office will be able to provide you with the estimated amount of your High/Low pension benefit.

Note that you must choose the age at which the "high" drops to the "low" and the amount of the decrease. You may want to coordinate your pension with your Social Security benefit and, accordingly, will want to ask the Social Security Administration for an estimate of your Social Security benefit at that time in the future.

79. How is this calculation made?

The actual amount of the High/Low feature will be different for each person and will depend upon the applicant's age, the applicant's accrued pension, the age at which the reduction from "high" to "low" is to take place, and the amount of the reduction. To give you an idea of how this works, let's assume that Participant X is retiring early at age 55 and the monthly pension to be paid during X's lifetime without the High/Low feature is \$1,000. If X wants to choose the High/Low feature and specifies that his pension will decrease at age 62 by \$800 per month, then X would receive \$1,426.96 per month from age 55 to age 62 at which time X's pension would decrease to \$626.96 per month and be payable at the lower rate for the rest of his life.

RECEIVING YOUR PENSION

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

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

If you have satisfied all of the requirements, including the advance submission of your application, your pension will start effective with the first day of the calendar month that you choose -- called your Pension Effective Date. However, such date cannot be before the first day of the calendar month after the Fund Office receives your completed application or before, for an Early or Normal Pension, the first day of the calendar month that is at least 30 days after the Fund Office provides you with your pension application and benefit options (the 30 days can be reduced to 7 days if both you and your Spouse, if any, waive the 30 day requirement). Please note that you will be considered "retired" if you have had no employment relationship with an Employer in at least 30 days.

81. How often will I receive my pension payments?

Pension payments are made monthly at the beginning of the month.

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

Early and Normal Pension payments are payable as long as you live. The last payment that is payable to you is the one for the month in which your death occurs, except as provided under the Plan's rules regarding benefit forms or Disability Pensions. Disability Pension payments cease as described in question 40. If a Disability Pension ceases on or after your Normal Retirement Age it will be changed to a Normal Pension following proper application for a Normal Pension.

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

Once you begin receiving an Early or Normal Pension, a suspension of payments may take place if: (1) for at least 80 hours during a particular month, you are engaged in Covered Employment; or (2) for at least 40 hours during a particular month, you are engaged in Prohibited Employment. (Different rules apply with respect to benefits accrued prior to November 1, 2001.) Please refer to the portion of the Plan, and Part C of this booklet, describing the suspension provisions and Prohibited Employment. Of course, your benefits may be reduced if you receive benefits to which you are not entitled.

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

Effective each January 1, you will receive credit for the additional Pension Service you have earned in the preceding year and your pension benefit will be adjusted to reflect any additional benefit (offset by the value of any pension payments you received during that same preceding year of work). However, any such increase is also subject to suspension during Covered Employment or Prohibited Employment.

85. I am interested in providing pension benefits for my Spouse. What should I do?

There is such a benefit available; see questions 55 - 72. You will be given the details as they apply to your own situation.

**BENEFITS PAYABLE AFTER YOUR DEATH
POST RETIREMENT**

86. Will my pension continue after I die?

If you die after your Early or Normal Pension has begun, any benefit payable will be in accordance with the form of payment you elected at retirement. (see questions 54-72).

If you are receiving a 50% Married Couple form, a 75% Married Couple form, or a 100% Married Couple form at the time of your death, your Spouse will receive a benefit for the rest of his or her lifetime (see questions 55-72).

A Qualified Domestic Relations Order may also specify a post retirement death benefit to a Spouse, former Spouse or other dependent (see Part F).

BENEFIT PAYABLE AFTER YOUR DEATH PRE-RETIREMENT SURVIVING SPOUSE'S PENSION

If you are Vested and die before retiring, your surviving Spouse is automatically eligible for a Pre-Retirement Surviving Spouse Pension

87. How does the Pre-Retirement Surviving Spouse Pension work?

In the event you die after you are Vested but before the effective date of your Early or Normal Pension, your Spouse will be eligible to start receiving a pension benefit on what would have been your earliest Pension Effective Date (immediately, if you had already satisfied the age and service requirement for an Early or Normal Pension). It will be payable monthly thereafter for as long as your Spouse lives. This is called the Pre-Retirement Surviving Spouse's Pension.

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

You are covered for this benefit even if you are receiving a Disability Pension under the Plan provided that such pension started after 1987.

This benefit will not be effective on a date before your Spouse applies for it unless the application is made within six months of your death (except as may be required by law).

Your Spouse may defer receiving the benefit even beyond the earliest possible date (but not beyond April 1 of the year following that in which you would have attained age 70½, if you had survived).

88. How much is that monthly pension?

Your Spouse will start receiving 50% of what would have been your monthly pension (in Single Life form) at the effective date of your Spouse's pension.

Example 1. Assume that you were Vested, had accrued a monthly pension benefit of \$1,000, had not retired at your Early Pension date, kept working, and were age 58 at the date of your death. Let's assume further that the first day of the month immediately following your death was exactly 24 whole calendar months before your Normal Retirement Age. Your accrued monthly pension of \$1,000 was scheduled to start at your Normal Retirement Age. The calculation assumes that you had retired 24 months before your Normal Retirement Age and this means that (unless you have 30 years of Vesting Service) there would be a 12% reduction (see question 35) to determine your Early Pension, so that the pension that would have been paid to you at your Early Pension date in Single Life form is \$880 per month. Accordingly, your surviving Spouse would start receiving, for the month following your death, \$440 per month payable for as long as your Spouse lives.

Example 2. Assume that you had accrued a Vested monthly pension benefit of \$1,000 at the date of your death, and were exactly age 52 at the time you died. Your Spouse's pension would be calculated, as in Example 1, by adjusting the \$1,000 monthly benefit that you had accrued for Early Pension and then taking 50% of that amount. In this example your surviving Spouse would be eligible to receive a monthly pension of \$350 but it would not start until the first day of the month coinciding with, or otherwise next following what would have been your 55th birthday (your earliest Early Pension date).

However, in both examples, if you are Vested but not eligible to retire early because you did not have 10 years of Vesting Service or Participation, then your surviving Spouse would be eligible to receive a monthly pension of \$500 (50% of the \$1,000 Normal Pension benefit) payable from what would have been your Normal Retirement Age.

89. May my Spouse elect to receive the Pre-Retirement Surviving Spouse's Pension as a lump sum?

If you die after you are Vested but *before* you have satisfied the age and service requirements for an Early or Normal Pension, and your participation under the Plan commenced before March 1, 2005, then your eligible surviving Spouse will be given the option of receiving the value of the Pre-Retirement Surviving Spouse's Pension in the form of a Lump Sum payment, payable following your death at any age. To receive this optional lump sum payment, your surviving Spouse (or Alternate Payee if under a QDRO described in Part F) must apply for it within 6 months following your death, and must complete such election within 60 days of receipt of the election. This form of benefit is no longer available for deaths on and after April 28, 2008 as long as the Fund is prohibited by federal law from paying a lump sum death benefit.

However, if the value of the lump sum payment for the Pre-Retirement Surviving Spouse's Pension is no more than \$5,000, then your eligible Spouse or Alternate Payee *must* receive the value of the benefit as a lump sum.

DEATH BENEFIT

The death benefit described in this section no longer applies to deaths on and after April 28, 2008 as long as the Fund is prohibited by federal law from paying a lump sum death benefit.

There is a Death Benefit that covers most Vested Plan Participants, regardless of whether death occurs before or after retirement.

90. How do I qualify for the death benefit coverage under the Plan before retirement?

If you are vested, your Beneficiary is entitled to a Death Benefit.

However, if your Service was entirely with the Western Plan and you have no Hour of Service under this Plan after April 1, 2001, your Beneficiary is not eligible for this benefit.

91. How much is the Death Benefit?

The total death benefit is (1) minus (2) as follows:

1. the "relevant contributions", namely the sum of the contributions that have been made to this Plan on behalf of your work, and which were not for service lost as a result of a break in service (that was not later reinstated), and excluding contributions made to the Western Plan before January 1, 2001; minus
2. any payments made to you and/or your Spouse and/or Alternate Payee.

92. How does a Surviving Spouse's Pension affect the Death Benefit?

The Death Benefit will not be paid until all payments to your eligible surviving Spouse and all Alternate Payees have been made first. This applies whether the payments were under a Pre-Retirement Surviving Spouse Pension or under a Married Couple Option.

If, after the death of your surviving Spouse and all Alternate Payees, you and your Spouse and/or Alternate Payees have not received an amount at least equal to the "relevant contributions," the excess will be paid in a lump sum to your Beneficiary.

For this calculation, the amount received includes all Early, Normal and Disability Pension payments and any Supplemental Benefits paid as discussed in question 42-44 and also any lump sum payment made as discussed in questions 9 and 89.

93. Who will be my Beneficiary for the Death Benefit?

You may name anyone you like to be your Beneficiary. Your designation, however, must be made in writing and given to the Trustees. You may also change your Beneficiary at any time, in writing filed with the Trustees. Your beneficiary designation will become effective only when it is entered on the Fund's records, and

then will take effect as of the date on the designation, as long as the Fund has not made payment or taken other action before the entry on its records was made. Further, any Beneficiary designation, or change in Beneficiary designation, that is made by you but received by the Trustees after your death will not be honored. A Beneficiary designation, or change in Beneficiary designation must be approved by your Spouse.

A Beneficiary also may be designated in an entered court order, provided that such order contains a clear designation of rights. The designation will become effective only when it is entered on the Fund's records and then will take effect as of the date the order was executed, as long as the Fund has not made payment or taken other action before the entry on its records was made. A Beneficiary designation in a court order meeting the above requirements will supersede any prior or subsequent conflicting Beneficiary designation that is filed with the Fund Office.

A Beneficiary may waive his or her rights as a Beneficiary under the Plan in an entered court order, provided that such order contains a clear waiver of rights. The waiver will become effective only when it is entered on the Fund's records and then will take effect as of the date the order was executed, as long as the Fund has not made payment or taken other action before the entry on its records was made. A waiver in a court order meeting the above requirements will supersede any prior conflicting Beneficiary designation that has been filed with the Fund Office. If a court order meeting the above requirements contains a waiver of rights by the Beneficiary on file with the Fund Office, and you subsequently die without naming a new Beneficiary, then the Fund may pay the death benefit as though you died without designating a Beneficiary.

The Trustees are the sole judges of the effectiveness of the designation, change or waiver of a Beneficiary. If you fail to validly designate a Beneficiary or Beneficiaries, or if your designated Beneficiary does not survive you, the Death Benefit will be paid to the first surviving class of the following Beneficiaries in equal shares:

1. your surviving Spouse;
2. your surviving children, including those legally adopted;
3. your surviving parents;
4. your surviving brothers and sisters, including those of the whole or half-blood and those legally adopted;
4. your surviving grandchildren, including those legally adopted;
5. your surviving nieces and nephews, including those legally adopted;
6. your surviving aunts and uncles;
7. the executors or administrators of your estate.

In the absence of the appointment of a legal guardian, a payment to a minor may be at a rate not exceeding \$250 a month to such adult or adults as have, in the opinion of the Trustees, assumed the custody and principal support of such minor.

94. Will a death benefit be paid automatically at my death?

No. As with all the other benefits under this Plan, the death benefit also must be applied for by the Beneficiary.

PLAN AMENDMENT OR TERMINATION

95. Are the terms of the Plan subject to change?

The Trustees may modify or amend the provisions of the Plan. However, no change will divert any Trust funds for purposes other than for the exclusive benefit of Plan Participants and beneficiaries, or have the effect of decreasing a Participant's accrued benefit where prohibited by law.

To the extent determined by the Pension Benefit Guaranty Corporation, no merger or consolidation with, or transfer of assets or liabilities to, any other Plan will be made (where termination of the Plan would immediately result) unless each Participant in the Plan would receive a benefit equal to or greater than the benefit he or she would have been entitled to receive if the Plan terminated immediately before the merger, consolidation or transfer.

96. Can the Plan be terminated?

Although the Trustees expect the Plan to continue indefinitely, the Trustees have the right to terminate the Plan in whole or in part, and in that event the provisions of ERISA (the Employee Retirement Income Security Act) shall apply.

97. How will my pension be affected if the Plan is terminated?

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 consistent with 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 all Participants. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any Contributing Employer or the Union. If the Plan's assets are insufficient to pay benefits, benefits may be reduced as required by law (but not below levels guaranteed by the PBGC). The PBGC may subsequently restore some or all of any lost benefits if it finds that such replacement is feasible.

For more information on PBGC guarantees, see Paragraph 18 in Part G.

APPEAL PROCEDURE

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

If your claim is denied completely, or in part, you must *write* to the Trustees at the Fund Office, asking that the claim denial be reviewed. The Trustees generally will review your appeal at their next Trustees meeting. You will have an opportunity to review the documents which relate to the claim itself.

After the hearing, the Trustees will review their decision and communicate the results of the review directly to you.

99. 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.

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

The complete procedure is contained in Part D of this booklet.

PART C. SUMMARY OF PLAN PROVISIONS REGARDING SUSPENSION OF EARLY AND NORMAL PENSIONS

Normal Pension Benefits and Early Pension Benefits provided under the Plan will be permanently suspended as follows:

- 1.** Benefits accrued under the former UFCW Local One Western New York Pension Plan (“Western Plan”) prior to April 1, 2001 will be suspended for each month in which you worked eighty (80) or more hours in the same industry, or the same trade or craft, as that of an Employee of the Western Plan, within the geographical jurisdiction of the Western Plan.
- 2.** With respect to benefits accrued under the former UFCW Local One Central Pension Fund (“Central Plan”):
 - A.** Benefits accrued under the Central Plan prior to December 1, 1992 will be suspended for each month in which you worked (whether union or non-union, whether employed or self-employed, whether actually working or supervising such work, whether contributions are required to be made to the Fund or not) forty (40) or more hours in the same profession, trade or craft for which you earned Vesting Service under the Central Plan, in the same industry covered by the Central Plan on the effective date of your pension, in the State of New York.
 - B.** Benefits accrued under the Central Plan from December 1, 1992 to April 1, 2001 will be suspended for each month in which you worked (whether union or non-union, whether employed or self-employed, whether actually working or supervising such work, whether contributions are required to be made to the Fund or not) eighty (80) or more hours in the same profession, trade or craft in which you previously worked in Covered Employment under the Central Plan, in the same industry covered by the Central Plan on the effective date of your pension, in the States of New York, Pennsylvania, Connecticut, Vermont and Massachusetts.
 - C.** Benefits accrued under the UFCW Local One Pension Plan from April 1, 2001 to November 1, 2001 will be suspended for each month in which you worked (whether union or non-union, whether employed or self-employed, whether actually working or supervising such work, whether contributions are required to be made to the Fund or not) eighty (80) or more hours in the same profession, trade or craft in which you previously worked in Covered Employment under the Plan, in the same industry covered by the Plan at the time of your Pension Effective Date, in the geographic area covered by the Plan as of your Pension Effective Date.
 - D.** Benefits accrued under the UFCW Local One Pension Fund on and after November 1, 2001 will be suspended as follows:

COVERED EMPLOYMENT

If you work 80 or more Hours of Service in Covered Employment for an Employer in a month in which you are entitled to receive an Early or Normal Pension payment hereunder, your monthly benefit will be withheld and permanently forfeited up to the actual monthly benefit paid or scheduled to be paid to you for any month in which you worked 80 or more Hours of Service in Covered Employment for an Employer.

PROHIBITED EMPLOYMENT

If you work 40 or more hours in Prohibited Employment in a month for which you are entitled to an Early or Normal Pension payment hereunder, your pension payment for such month will be withheld and permanently forfeited up to the actual monthly benefit paid or scheduled to be paid to you for any month in which you worked 40 or more Hours of Service in Prohibited Employment.

For the purposes of this Section, Prohibited Employment means an hour of employment in the Plan Area (whether union or non-union, whether in self-employment or employed, whether actually working or supervising such work) for which contributions are not required to be made to the Fund on your behalf and for which you are compensated by an employer:

- A.** in the same industry in which Employees covered by the Plan worked on your Pension Effective Date; and
- B.** in the same profession, trade, or craft in which you worked at any time in Covered Employment.

PLAN AREA

For the purposes of this Article, “Plan Area” means the geographic area covered by the Plan on your Pension Effective Date.

RETIREMENT

For the purposes of this Section, you will be considered “retired” if you have had no employment relationship with an Employer in at least 30 days.

NOTIFICATION. No pension benefit may be withheld from you in any month unless, and until, during the first such month the Trustees notify you of the suspension. The notification will be delivered personally or by first class mail and will contain:

- A.** a description of the reason pension payments are being suspended, the period of employment to which the suspension applies, the amount suspended (which may be offset against future payments); the amount to be offset; and the manner in which the Fund will make the offset;

- B. a general description of the Plan's rules on suspension of benefits;
- C. a copy of the Plan provisions on suspension of benefits;
- D. a statement that you may appeal the Trustees' decision in the matter by using the Plan's claim denial appeal procedure; and
- 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.

PRESUMPTION

Once you are a Pensioner, you must notify the Trustees in writing within five days after starting any employment for a Contributing Employer, or after starting any Prohibited Employment, regardless of the number of hours worked, and you must cooperate with reasonable requests by the Trustees to assist them in administering the Plan.

If you fail to timely send this notice, the Trustees may presume that you worked for at least 80 hours in Covered Employment or 40 hours in Prohibited Employment during the month for which you failed to give proper notice and during subsequent months until you give notice that Covered Employment has ceased. This presumption may be refuted, however, if contrary information is provided to the Board. You have the right to overcome this presumption by establishing to the satisfaction of the Trustees that the employment was not an appropriate basis for suspending benefits.

RESUMPTION OF PENSION PAYMENTS

In order to resume the payment of a monthly pension benefit after a suspension has taken place, you must notify the Trustees in writing that you have ceased working in Covered Employment or Prohibited Employment. The Trustees will resume your pension payments in a monthly amount, adjusted annually to the extent required by law, to reflect your original benefit and any additional benefit earned.

Your benefits will resume no later than the first day of the third calendar month following the calendar month in which the Trustees receive this notice from you. Subject to the paragraph below titled "Recovery," should you be due any payments for months in which your benefit was not suspended under these rules, such withheld payments will be paid upon recommencement of pension payments, less any offsets for overpayments.

STATUS DETERMINATION

You may write to the Trustees to ask whether an actual or contemplated employment is Prohibited Employment, and the Trustees will answer you after gathering enough details to make such a judgment.

PART D. CLAIM REVIEW AND APPEAL PROCEDURE

CLAIM REVIEW

The claim denial procedure set forth below applies to all adverse benefit determinations issued by the Trustees, including a denial, reduction or termination of, or failure to provide or pay for, a benefit, as well as a decision based on a Participant's eligibility in connection with a claim.

In the event your claim is denied, wholly or in part, the Trustees will furnish you, within 90 days of filing of the claim, a written notice advising you of:

1. the specific reason(s) for the denial;
2. the specific Plan provisions on which the denial is based;
3. any additional information needed to perfect your claim;
4. a statement of the Plan's appeal procedure; and
5. a statement of your right to bring a lawsuit under ERISA if you decide to appeal and your appeal is denied.

If, due to special circumstances, the Trustees need more than 90 days to consider your claim, then the period for notification may be extended an additional 90 days provided the Trustees notify you, within the initial 90-day period, explaining the special circumstances and indicating the date by which a final decision is expected.

APPEAL

If your claim for benefits has been denied, you have the right to appeal the denial to the Board of Trustees, provided that you request such appeal in writing within 60 days from the receipt of the denial.

You should include in your written appeal all facts regarding your claim as well as the reasons you feel the denial was incorrect. You will receive, upon request and free of charge, reasonable access to and copies of documents relevant to your claim. You may submit issues and comments in writing, and documents, relating to your claim.

You may appoint an authorized representative to act on your behalf. To do so, you must notify the Trustees in writing of the name, address, and telephone number of the authorized representative.

The Board of Trustees, in making its decisions on claims and on appeals, will apply the terms of the Plan and any applicable guidelines, rules and schedules, and will periodically verify that benefit claims determinations are made in accordance with

such documents, and where appropriate, are applied consistently with respect to similarly situated claimants.

The Board of Trustees will take into account all information you submit in making its decision. The Board will make its decision at the next regular meeting following receipt of your appeal, unless there are special circumstances, in which case the Board of Trustees will decide the appeal at its second regular meeting. If the request for review is received within 30 days prior to the meeting, then a decision may be made at the time of the second meeting following the request for review, or, if there are special circumstances, at the third meeting after the Board receives your appeal. If the Board of Trustees requires a postponement of the decision to the next meeting, you will receive a notice describing the reason for the delay and an expected date of the decision.

The Trustees will send you notice of their decision in writing within 5 days of the date of the decision. If the Board of Trustees denies your appeal, the notice will contain:

1. the specific reason(s) for the denial;
2. the specific reference(s) to the Plan provisions on which the denial is based;
3. a statement that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to your claim; and
4. a statement of your right to bring a lawsuit under ERISA.

The decision of the Board of Trustees is final and binding.

If you wish to file suit for a denial of a claim for benefits, you must do so within three years of the date the Trustees denied your appeal. For all other actions, you must file suit within three years of the date on which the violation of Plan terms is alleged to have occurred. Additionally, if you wish to file suit against the Plan or the Trustees, you must file in the United States District Court for the Northern District of New York. These rules apply to you and your Spouse or beneficiary. This Section applies to all litigation against the Fund, including litigation in which the Fund is named as a third party defendant.

RECOVERY OF OVERPAYMENTS.

If the Fund pays you or your Spouse or Beneficiary benefits in error, such as if the Fund pays you a monthly pension payment for a month in which your benefit should have been suspended, or if the Fund pays your Spouse or Beneficiary an amount to which he or she was not entitled, you, your Spouse and your Beneficiary are required to reimburse the Fund in full and the Fund shall be entitled to recover any such overpayment. The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid benefit received by you or your Spouse or Beneficiary (including amounts received by an attorney) that is due to the Fund, and any such amount is deemed to be held in trust by you

or your Spouse or Beneficiary for the benefit of the Fund until paid to the Fund. By accepting benefits from Fund, you and your Spouse or Beneficiary consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you and your Spouse or Beneficiary agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those benefits.

Any refusal by you or your Spouse or Beneficiary to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund provide the benefits available under the Plan in exchange for you complying with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Spouse or Beneficiary affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

If you or your Spouse or Beneficiary refuse to reimburse the Fund for any overpaid amount, the Fund has the right to recover the full amount by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against your and/or any of your beneficiaries' future benefit payments under the Plan. For example, if the overpayment was made to you as the Fund participant, the Fund may offset the future benefits payable by the Fund to you and any of your beneficiaries. If the overpayment was made to your Spouse or Beneficiary, the Fund may offset the future benefits payable by the Fund to you and any of your beneficiaries.

The Fund also may recover any overpaid or advanced benefits by pursuing legal action against the party to whom the benefits were paid. If the Fund is required to pursue legal action against you or your Spouse or Beneficiary to obtain repayment of overpayment, you or your Spouse or Beneficiary shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any amounts owed to the Fund. In the event of legal action, you or your Spouse or Beneficiary shall also be required to pay interest at the rate determined by the Trustees from time to time from the date you become obligated to repay the Fund through the date that the Fund is paid the full amount owed. The Fund has the right to file suit against you in any state or federal court that has jurisdiction over the Fund's claim.

PART E. YOUR RIGHTS UNDER ERISA

INFORMATION ABOUT YOUR PLAN AND BENEFITS

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:

- 1.** Receive information about your Plan and benefits;
- 2.** Examine, without charge, at the Fund Office and at other specified locations, such as Union halls and work sites, 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 and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- 3.** Obtain upon written request to the Fund Office, copies of documents governing the operation of the Plan including insurance contracts, and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and an updated Summary Plan Description. The Trustees may make a reasonable charge for the copies.
- 4.** 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.
- 5.** Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (see page 2) and, if so, what your benefits would be at your Normal Retirement Age 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 get a Vested right to a pension. This statement must be requested in writing and it is not required to be given more than once every 12 months. The Plan must provide this 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 employee benefit Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and the other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may terminate your employment (or otherwise discriminate against you in any way) to prevent you from obtaining a benefit 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 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.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Fund Office. 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, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PART F. DOMESTIC RELATIONS ORDERS

Under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Plan is required to comply with certain qualified court orders (or judgments, decrees or approved property settlements), called Qualified Domestic Relations Orders, requiring distribution of a Participant’s benefits under the Plan to an Alternate Payee in order to meet the Participant’s alimony, marital property rights or dependent support obligations.

When the Fund Office receives any judgment, decree, or order (including approval of a property settlement agreement) that requires the Plan to pay benefits to an alternate payee pursuant to a state domestic relations law, the Plan will notify the Participant and the alternate payee of the receipt of that judgment and the procedures for determining whether it is a Qualified Domestic Relations Order (“QDRO”). You can request a copy of the Fund’s QDRO procedures at any time from the Fund Office.

An alternate payee means any Spouse, former Spouse, child, or other dependent of a Participant recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan. To the extent provided in a QDRO, the former Spouse of a Participant can be treated as the surviving Spouse for purposes of the provisions requiring the Married Couple forms of benefits and the Pre-Retirement Surviving Spouse’s Pension if the former Spouse and Participant were married for at least one year as of the date of divorce.

The Plan will honor the judgment as a QDRO if it meets the following requirements:

- It must relate to the provision of child support, alimony, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant, and must be made pursuant to a state domestic relations law.
- It must clearly specify the name and last known address of the Participant and the mailing address of each alternate payee covered by the order.
- It must specify the amount or percentage of the Participant’s benefits to be paid by the Plan to the alternate payee, or the manner in which the amount is to be determined.
- It must specify the number of payments or period to which the order applies, and each plan to which the order applies.

If you are a party to a QDRO, you should provide a copy of the QDRO to the Fund Office as soon as it is entered by the court. The Fund Office also strongly recommends that you send a copy of any draft QDRO to the Fund Office for review before it is entered by a court. The Fund Office will review the draft QDRO and tell you whether the Fund would honor the order as a QDRO. This step will save you money and time.

PART G. PLAN INFORMATION

1. PLAN NAME: UFCW Local One Pension Plan.

2. EDITION DATE: THIS SUMMARY PLAN DESCRIPTION IS EFFECTIVE AS OF NOVEMBER 1, 2016

3. PLAN SPONSOR: Board of Trustees of the UFCW Local One Pension Fund. The following are the individual Trustees that make up the Board as of November 1, 2016:

APPOINTED BY UNION

Frank C. DeRiso, President
UFCW District Union Local One
5911 Airport Road
Oriskany, NY 13424
(315) 797-9600

Eric Glathar, Secretary/Treasurer
UFCW District Union Local One
5911 Airport Road
Oriskany, NY 13424
(315) 797-9600

Robert Boehlert, Dir. Collective
Bargaining
UFCW District Union Local One
5911 Airport Road
Oriskany, NY 13424
(315) 797-9600

Mark Manna, Western NY Area
Director
UFCW District Union Local One
150 Lawrence Bell Dr., Suite 104
Buffalo, NY 14221-7894
(716) 631-8777

APPOINTED BY EMPLOYERS

John P. Barrett, Sr. Vice President
Tops Markets, LLC
PO Box 1027
Buffalo, NY 14240-1027
(716) 635-5949

Kristine Wydro, Director of HR
Tops Markets, LLC
PO Box 1027
Buffalo, NY 14240-1027
(716) 635-5949

**ALTERNATE TRUSTEES
APPOINTED BY UNION**

Vincent Cavo, Dir. of Organizing
UFCW District Union Local One
5911 Airport Road
Oriskany, NY 13424
(315) 797-9600

Anthony Fragapane
UFCW District Union Local One
150 Lawrence Bell Dr., Suite 104
Buffalo, NY 14221-7894
(716) 631-8777

4. PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER:

16-6144007.

5. PLAN NUMBER: 001.

6. TYPE OF PLAN: The Plan is a defined benefit pension plan.

7. PLAN YEAR ENDS: December 31.

8. PLAN ADMINISTRATOR: Board of Trustees of the UFCW Local One Pension Plan, 5911 Airport Road, Oriskany, NY 13424. Phone #: (315) 797-9600.

9. AGENT FOR THE SERVICE OF LEGAL PROCESS: The Fund Administrative Director, or any Trustee, at the following address: UFCW Local One Pension Plan, 5911 Airport Road, Oriskany, NY 13424. Phone #: (315) 797-9600.

10. TYPE OF PLAN ADMINISTRATION: The Board of Trustees employs an in-house staff to provide administrative management services.

11. FUNDING MEDIUM: The assets of the Fund are held in a trust administered by the Board of Trustees. The assets of the Fund are used to pay benefits and the administrative expenses of the Fund. The Board delegates management of Fund assets to investment managers and consultants.

12. SOURCES OF CONTRIBUTIONS TO PLAN: The Plan was established and is maintained pursuant to Collective Bargaining Agreements between the United Food & Commercial Workers District Union Local One and Employers that have agreed to make contributions to the Plan on behalf of their covered Employees or pursuant to Participation Agreements between the UFCW Local One Pension Fund and an Employer. Contributions also are made under Collective Bargaining Agreements between other United Food & Commercial Workers local unions and Employers that have agreed to make contributions to the Plan on behalf of their covered Employees and are accepted for participation by the Trustees. Copies of the Collective Bargaining Agreements (Contracts) pursuant to which contributions are made to the Plan are also available for examination at the Fund Office, and may be obtained upon written request.

13. PARTICIPATING EMPLOYERS: You or your beneficiaries may receive from, upon written request to the Fund Office, information as to whether a particular employer or employee organization participates in the sponsorship of the Plan. If so, you may also request the Employer's or employee organization's address.

14. PLAN BENEFITS PROVIDED BY: UFCW Local One Pension Fund.

15. ELIGIBILITY REQUIREMENTS, BENEFITS AND TERMINATION PROVISIONS OF THE PLAN: See Part B of this booklet.

16. HOW TO FILE A CLAIM: Application for all benefits must be made in writing on forms that should be obtained from the Fund Office. You may secure such forms by writing, telephoning or visiting (during the hours of 8:45 A.M. to 4:00 P.M. on regular business days) at the Fund Office. The address is:

UFCW Local One Pension Fund
5911 Airport Road
Oriskany, NY 13424
Phone #: (315) 797-9600

No benefit payment will be due prior to the first day of the month following the date a signed application is received at the Fund Office.

17. REVIEW OF ADVERSE BENEFIT DETERMINATION: If you submit a benefit application to the Fund Office and it is denied, reduced or terminated, in whole or part, or an adverse decision is made regarding your eligibility in connection with a claim, you will be so notified.

More specific information regarding this procedure may be read in Part D of this booklet.

18. 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. Under the multiemployer program, the PBCG guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850.

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

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

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

FUND ADMINISTRATIVE DIRECTOR

Michael Ciancaglini
UFCW Local One Pension Fund
5911 Airport Road
Oriskany, NY 13424
(315) 797-9600
(315) 797-9664 (Fax)

PLAN MANAGER

Zachary Gehan
UFCW Local One Pension Fund
5911 Airport Road
Oriskany, NY 13424
(315) 797-9600

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