

United Food and Commercial Workers

**Union Local 152
Retail Meat Pension Fund**

**Summary
Plan Description**

a **VOICE** for working America

The logo for UFCW Local 152. It features the letters "UFCW" in a large, bold, blue sans-serif font. To the right of "UFCW" is the word "LOCAL" in a smaller, blue, sans-serif font. Below "UFCW" is the number "152" in a large, bold, yellow sans-serif font with a blue outline. Above the "UFCW" text are several concentric yellow and white curved lines, resembling a stylized sunburst or radio waves.

UFCW LOCAL
152

Introductory Letter

Dear Participant,

The Board of Trustees of the United Food & Commercial Workers Union Local 152 Retail Meat Pension Fund is pleased to present you with this completely revised and updated booklet describing your Pension Plan. This booklet covers Participants who retire or otherwise leave the Plan on or after May 1, 2006 and is not applicable to those who retired or left the Plan before that date.

This booklet contains plan provisions relevant to members of collective bargaining units in the retail food industry. Other provisions apply to those in the meat packing industry and to those covered by the Plan pursuant to certain participation agreements between their employers and the Board of Trustees.

We realize that for many of you retirement is a long way off. However, we hope that you will still take some time to familiarize yourself with your Plan. Please read this summary, discuss it with your wife or husband, and keep this booklet in a convenient place.

We were a pioneer in providing pension benefits in our industry in the late 1950s. We are proud of our past record in the pension benefit field and are equally proud of our Pension Plan today. It is considered to be among the finest in our area.

Sincerely,

Board of Trustees

ALTHOUGH THIS BOOKLET DESCRIBES YOUR PENSION PLAN, PLEASE NOTE THAT IT IS ONLY A SUMMARY OF THE PLAN. THE DETAILED PLAN PROVISIONS ARE SET FORTH IN THE PLAN DOCUMENT. IF THERE IS A CONFLICT BETWEEN THIS BOOKLET AND THE PLAN DOCUMENT, THE PROVISIONS OF THE PLAN DOCUMENT WILL CONTROL.

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LOCAL 152
RETAIL MEAT PENSION FUND
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Terms You Need To Know

While we have tried to avoid the use of technical or legal terms as much as possible, some could not be avoided. Here are some terms that you may be familiar with—or some that, for this purpose only, have a legal meaning. Whenever these terms are used in this summary you should refer back to these definitions. These terms will be capitalized.

Because we have tried to describe the Plan in everyday English and have not tried to cover unusual situations that might come up, we cannot be as precise as the legal Plan document. In case of any differences, that document governs.

ACCRUED PENSION. The portions of your pension that you have already earned at any given point in time, i.e., the Plan's benefit rates multiplied by your applicable years of Benefit Credit.

BENEFIT CREDIT. Service credit for determining the eligibility for most Plan benefits and the amount of pension benefits.

BREAK IN SERVICE. A complete break in service occurs when a Participant fails to earn at least one-quarter year of Benefit Credit during 24 consecutive months.

CONTRIBUTING EMPLOYER OR EMPLOYER.

- (a) Any employer that has a Collective Bargaining Agreement with Local 152 calling for contributions to the Plan.
- (b) United Food & Commercial Workers Union, Local 152.
- (c) Any other employer that has a collective bargaining agreement with a union obligating such employer to contribute to the Plan provided the Trustees of the Plan approve such arrangement.
- (d) Any employer that has entered into a participation agreement with the Board of Trustees.

SECTION ONE

COVERED EMPLOYMENT. Employment with a Contributing Employer which, through either a collective bargaining agreement or a participation agreement, calls for contributions to the Plan.

EMPLOYEE. An individual employed by a Contributing Employer for whom the Employer is obligated to make contributions to the Plan.

HOURS OF SERVICE. Used to determine a Participant's Vesting Credit, and generally includes each hour for which a Participant is paid, or entitled to payment, for the performance of duties for a Contributing Employer. In this regard a Participant is credited with:

- (a) 190 hours for each month that an Employer is obligated to make a contribution to the Plan in respect of the Participant's full-time employment; and
- (b) 125 hours for each month that an Employer is obligated to make a contribution to the Plan in respect of the Participant's part-time employment; and
- (c) Hours for which the Participant is entitled to payment and during which no duties are performed (e.g., vacation, holiday, sick leave and jury duty).

Note: *Generally when you are not earning Hours of Service, that time counts toward a Break in Service. (See Section Four for a more detailed explanation of service and Breaks in Service.) However, there are five situations in which your service is "frozen." (See Section Six.)*

NORMAL RETIREMENT AGE. The date a Participant attains age 65.

PARTICIPANT. An Employee for whom a Contributing Employer is to make contributions to the Plan. **A FULL-TIME PARTICIPANT OR EMPLOYEE** is an Employee for whom a Contributing Employer is required to make full-time contributions to the Plan. **A PART-TIME PARTICIPANT OR EMPLOYEE** is an Employee for whom a Contributing Employer is required to make part-time contributions to the Plan.

PLAN. The United Food & Commercial Workers Union Local 152 Retail Meat Pension Fund, or, when appropriate, its plan of benefits as amended and restated July 1, 1995 and amended from time to time thereafter through June 30, 2005 unless otherwise noted in the text.

SECTION ONE

PLAN YEAR. The twelve-month period from July 1 through the following June 30.

SPOUSE. A person of the opposite sex legally and ceremonially married to the Participant.

VESTED BENEFIT. Any immediate or deferred benefit to which a Participant has gained (or under appropriate circumstances may gain) a nonforfeitable right under the terms of the Plan.

VESTING CREDIT. Service credited to determine whether a Participant has a nonforfeitable right to a Vested Deferred benefit.

SECTION TWO

The Overall Picture ... A Snapshot View

When did the Plan become effective?

The Plan became effective July 1, 1957. Since that date it has been revised many times both to reflect changes in benefits and law. This booklet describes the Plan as in effect currently. Its provisions apply to all Participants for whom contributions have been made on or after July 1, 2005.

How much pension credit do I accumulate if I work full-time?

In most cases, your Accrued Pension is a monthly benefit of \$60 for each year of Full-Time Benefit Credit earned on or after July 1, 1997, \$55 for each year of Full-Time Benefit Credit earned prior to July 1, 1997 but on or after July 1, 1986 and \$45 for each year of Full-Time Benefit Credit earned before July 1, 1986. See Section Eight for more detail. However, if your Employer did not begin contributing at the new rate before July 1, 1993, your pension may be calculated using the previous monthly benefit rate. For information about this rate, please contact the Fund Office.

... or part-time?

In most cases, your Accrued Pension is a monthly benefit of \$26 for each year of part-time Benefit Credit earned after July 1, 1997, \$24 for each year of part-time Benefit Credit earned prior to July 1, 1997 but on or after July 1, 1986 and \$21.38 for each year of part-time Benefit Credit earned before July 1, 1986. See Section Eight for more detail. However, if your Employer did not begin contributing at the new rate before July 1, 1993, your pension may be calculated using the previous monthly benefit rate. For information about this rate, please contact the Fund Office.

Burden of Proof Regarding Fund Records

The Fund's records regarding your work history, employment status, hours of service, Employer contributions, and all other matters affecting your eligibility for and amount of pension benefits are controlling in all cases. If you do not believe the Fund has full and accurate records for you regarding these matters, the burden of proof is on you to provide written documentation satisfactory to the Trustees (in their sole and absolute discretion) of the additional information that you believe is relevant. If you fail to provide such satisfactory proof supporting your claim, the Trustees will be unable to override the Fund's official records. You can review the Fund's records for you at the Fund office during your normal business hours, or request a copy by calling the Fund office.

When can I retire?

Your Normal Retirement Age is age 65. You may also retire early under the following circumstances:

- At any age with 30 years of Benefit Credit.
- At age 55 with 15 or more years of Benefit Credit.
- At age 62 with 5 or more years of Benefit Credit.

You can also elect to postpone your retirement. The right time for you to retire is a question only you can answer. Your financial security (including your pension) is only one aspect of retirement. Your interests, your health and your lifestyle are all issues you should consider. More detailed information about eligibility and amount of benefits is provided in Sections Seven and Eight.

What if I leave?

At any age, your pension benefit cannot be forfeited once you have 5 years of Vesting Credit. If you terminate employment before becoming eligible for a retirement benefit but after having completed 5 years of Vesting Credit, you can still be eligible for pension benefits later when you reach retirement age (refer to Section Five).

SECTION TWO

Pre-retirement death benefit

If your death occurs before retirement, your surviving Spouse may receive a pension, even if you are no longer a Participant, as long as you have 5 years of Vesting Credit.

Post-retirement death benefit

At retirement you choose the manner in which your monthly benefits will be paid. The usual form if you are married will provide for payments to you with continuing payments to your Spouse after your death.

Disability benefits

If you become totally and permanently disabled, you may be entitled to disability benefits if you have 10 years of Vesting Credit.

Your cost

All these benefits are provided by your Plan and are in addition to Social Security. You do not make any contributions to the Plan.

When Do I Participate?

Some background

This Plan was established and is maintained under collective bargaining agreements between your Employer, other Employers and Local 152 or participation agreements between an Employer and the Plan. These agreements call for the Employers to make contributions to the Plan. Employees do not contribute to the Plan.

Participation

You become a Participant when your Employer is first obligated to make a contribution in respect to your employment, whether you are a Full-Time or Part-Time Employee.

Your participation continues as long as your Employer is obligated to make contributions in respect to your employment. If you are transferred to other employment with your Employer, you will continue to be a Participant, but you will not accumulate any more Benefit Credit.

There are some situations where you are not working but you are still a Participant. Those are explained in Section Six.

SECTION FOUR

About Service

You earn two types of service under the Plan - Benefit Credit and Vesting Credit. It is important to understand these two terms. Vesting Credit is used to determine if you have enough service to qualify for a Disability Pension or a Vested Deferred Pension. Benefit Credit is used to determine if you have enough service to qualify for certain early retirement benefits and the amount of benefit you will receive.

Benefit Credit

Each month that you work your Employer contributes to the Fund in respect of your employment. The amount that your Employer contributes depends on whether you are a Full-Time Employee or a Part-Time Employee.

For each of the months that your Employer contributes, you earn one month of either full-time or part-time Benefit Credit. For years before July 1, 1976, full-time Benefit Credit was determined on the basis of one quarter of a year for each 500 hours for which contributions were made for the Participant by a Contributing Employer.

Further, if you had service with your Employer before the Employer joined the Plan, it is possible that you may receive Benefit Credit for such service, but only if such service is specifically authorized, in writing, by the Trustees. If you have any questions pertaining to the Benefit Credit for service with your Employer before your Employer joined the Plan, please be sure to contact the Fund Office.

Employers began making contributions for Part-Time Employment on May 1, 1981. In certain situations, Part-Time Employment prior to May 1, 1981 may also count as Benefit and Vesting Credit, up to a maximum of six years.

Vesting Credit

Effective July 1, 1981, you earn the same amount of Vesting Credit for each month of contributions whether you are a Part-Time Employee or a Full-Time Employee. If you have five or more months of contributions in a Plan Year, you will be credited with one year of Vesting Credit whether those contribution months were full-time and/or part-time. Even if you have less than five contribution months in a Plan

SECTION FOUR

Year, there are situations where, you still earn Vesting Credit. These situations include job transfers and military service:

(a) Job Transfer

If you are transferred to a job classification that is within the scope of the collective bargaining agreement between your Employer and Local 152, but for which the Employer is not required to make contributions to the Plan,

or

if you are transferred to a job classification outside the scope of the collective bargaining agreement between your Employer and Local 152, but are still working for the Employer.

(b) Military Service

You can earn Vesting Credit (and Benefit Credit) provided that you return to work with your Employer within the time period specified by law, or by the Trustees if they adopt a time period that is longer.

Further, if you had service with your Employer before the Employer joined the Plan, you may receive Vesting Credit for such service.

SECTION FIVE

Vested Rights And Vested Deferred Pensions

As long as you have at least 5 years of Vesting Credit (prior to July 1, 1999 must have 10 years vesting credit) you will be entitled to benefits from this Plan. The process by which your benefit becomes nonforfeitable is called "Vesting." When you have at least 5 years of Vesting Credit, you will be entitled to the full benefit that you have earned, regardless of your age. Every participant who remains employed with an Employer at age 65 becomes fully Vested at age 65 regardless of the number of years of Vesting Credit.

If you do not qualify for a normal, early, 30 year, or disability pension when you leave the Plan, you may qualify for a vested deferred pension.

If you are Vested and have at least 15 years of Benefit Credit and terminate employment before you are age 55, you can apply for your pension to start as early as age 55 in a reduced form or at age 65 with no reduction.

If you are Vested and have between 5 and 15 years of Benefit Credit and terminate employment before you are age 62, you can apply for your pension to start as early as age 62 in a reduced form or at age 65 with no reduction.

If you are Vested and have less than 5 years of Benefit Credit and terminate employment before you are age 65, you can apply for your pension to start at age 65 with no reduction.

Furthermore, if your death occurs before you receive benefits, your wife or husband may be entitled to survivor's benefits.

Since benefits are not paid automatically, but must be applied for, it is a good idea to keep the Fund Office informed of any change in your address and/or marital status. The table on the following page is a ready reference to determine the pension benefits you may receive under the Plan's Vesting provisions.

SECTION FIVE

Age	Service	Vesting Pension Amounts and Beginning Dates
62 through 64	5 or more years of Vesting Credit, and less than 5 years of Benefit Credit	Accrued Pension at age 65
	5 or more years of Vesting Credit and 5 or more years of Benefit Credit	Accrued Pension at age 65, or reduced Accrued Pension as early as age 62
Under age 6	5 or more years of Vesting Credit and less than 5 years of Benefit Service	Accrued Pension at age 65
	5 or more years of Vesting Credit, and between 5 and 15 years of Benefit Credit	Accrued Pension at age 65, or reduced Accrued Pension as early as age 62
	5 or more years of Vesting Credit and between 15 and 29 Years of Benefit Credit	Accrued Pension at age 65, or reduced Accrued Pension as early as age 55

SECTION SIX

Break in Service Reentry into the Plan

If any of the following events occur before you are Vested, you could lose all service you have earned.

1. Death.
2. Resignation or Discharge.
3. Failure to return to work with an Employer following the end of a layoff or leave of absence within the specified time period either agreed upon or prescribed by law.
4. Break in Service.

What About . . . special situations?

There are six types of absences from Covered Employment that will not contribute to a Break in Service:

- Layoffs and leaves of absence of less than two years.
- Any period during which you are serving the UFCW Union Local 152 Full-Time either as an officer or employee.
- Illness, mental or physical, supported by evidence that satisfies the Trustees.
- Any period during which you are covered by a "Related Plan."
- A period of absence during any Plan year (or the Plan year following such Plan year) that you are absent due to your pregnancy, the birth of your child, the adoption and/or subsequent care of your child immediately following its birth or adoption.

SECTION SIX

- The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) provides reemployment rights and benefits and protection from discrimination if you, either by induction or as a volunteer, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as Hours of Service for all purposes under the Plan, including vesting, benefit accrual and eligibility in accordance with law. To be entitled to reemployment rights and pension benefits under the USERRA, you must:
 1. be absent from Covered Employment with an Employer because of your military service;
 2. give advance notice of your service to your Employer, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;
 3. be absent from military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;
 4. apply for a job with your Employer or another Contributing Employer within the requisite time period; and
 5. receive an honorable discharge or satisfactorily complete military service.

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

Note: *If the occasion arises when you are not working for a Contributing Employer but you are working in the retail food industry, you should consult the Fund Office as to whether or not you are working for a Related Plan.*

SECTION SIX

What If . . . I become a Participant again?

If you suffer a Break in Service (refer to Section One, Terms You Need to Know, for the definition of “Break in Service”) and your previously earned Vesting Credit is canceled, it may be restored if you start participating again. Your Vesting Credit and Benefit Credit will be reinstated if you return to work and earn one year of Vesting Credit before the number of Plan Years during which you earn no Vesting Credits equals the greater of 1) five or 2) the number of your Vesting Credits at the time of your Break in Service. For example, if after you earned four years of Vesting Credit you incurred a Break in Service and returned to work before four Plan Years during which you receive no Vesting Credit elapsed, your pre-Break in Service Vesting Credit and Benefit Credit would be restored to you after you completed one Vesting Credit after your return and would be added to whatever Vesting and Benefit Credit you earned after your return. If in the above example you had returned to work after five Plan Years during which you received no Vesting Credit had elapsed, the pre-Break in Service Vesting Credit and Benefit Credit you had earned would remain canceled.

Retirement Alternatives

When is “Normal Retirement”?

You can retire with a normal retirement pension when you attain your Normal Retirement Age.

What if . . . I would like to retire earlier?

The Plan offers you three different alternatives for early retirement --- depending on your years of Benefit Credit.

1. With 30 years you can retire at any age.
2. With 15 years you can retire on or after age 55.
3. With 5 years you can retire on or after age 62.

. . . or later?

You do not have to stop working when you reach your Normal Retirement Age. When you retire is your personal decision; however, the Plan must start your benefits no later than April 1 following the year in which you reach 70 1/2, even if you continue in employment beyond that date. If you continue to work past your Normal Retirement Age, you will continue to earn Benefit Service up to your actual retirement; however, your benefits will be suspended. This means that no benefit payments will be made for the period after your Normal Retirement Age and before the earlier of your actual retirement or April 1 following the year in which you reach age 70 1/2, nor will any actuarial adjustment be made to reflect the delay in payment.

SECTION EIGHT

When do I qualify? How much will it be?

Plan pension benefits are determined by your years of Benefit Credit. You will be credited with:

1. \$60 per month per year of Full-Time Benefit Credit earned on or after July 1, 1997.
2. \$55 per month per year of Full-Time Benefit Credit earned prior to July 1, 1997 and on or after July 1, 1986.
3. \$45 per month per year of Full-Time Benefit Credit earned prior to July 1, 1986.
4. \$26 per month per year of Part-Time Benefit Credit earned on or after July 1, 1997.
5. \$24 per month per year of Part-Time Benefit Credit earned prior to July 1, 1997 and on or after July 1, 1986.
6. \$21.38 per month per year of Part-Time Benefit Credit earned prior to July 1, 1986.

Note: *These are the rates assuming that your Employer was obligated to contribute at the applicable rates. If not, your pension may be based on different rates. Please contact the Fund Office if you think this may affect your pension.*

The sum of these amounts is your monthly Accrued Pension payable on the first day of the month following the date you attain Normal Retirement Age. If you continue working for an Employer after attaining your Normal Retirement Age, your benefits will be suspended until you actually retire based on your Benefit Credit at that time.

SECTION EIGHT

If you begin receiving pension benefits before your Normal Retirement Age, generally your monthly Accrued Pension is reduced by one-half of one percent (1/2 of 1%) for each month by which your benefit commencement date precedes the first day of the month following your Normal Retirement Age. However, reduction will not apply if you retire early under the following circumstances:

- No reduction will apply if you retire at any age with 30 or more years of Benefit Credit
- No reduction will apply if you retire directly from active Covered Employment at age 62 with 5 or more years of Benefit Credit
- No reduction will apply for those months between your 62nd and 65th birthdays, if you retire directly from active Employment and you have 15 years of benefit credit and defer your election to collect your benefit to age 62

If you retire directly from active employment covered by the Plan, you will be eligible to receive a special, one-time payment on your first payment date in addition to your Accrued Pension. The amount of this payment will be equal to your monthly pension payment. Therefore, on your first month of payment, you will actually receive twice your normal monthly pension amount.

SECTION EIGHT

If you postpone retirement

You will continue to earn years of Benefit Credit up to the date of your actual retirement.

The following table will tell you the age and service you need to retire.

Age	Service	Type of Pension	Amount of Pension
65 and over	No minimum Benefit Credit Requirement	Normal Retirement Pension	Accrued Pension
62 – 64	5 or more years of Benefit Credit	Early Retirement Pension	Accrued Pension (Reduced Accrued Pension if you terminate from active Covered Employment before age 62 and later retire between ages 62 and 65)
55 – 61	15 through 29 years of Benefit Credit	Early Retirement Pension	Accrued Pension (Reduced)
		30 Year Retirement Pension	Accrued Pension
Any Age	30 or more years of Benefit Credit	30 Year Retirement Pension	Accrued Pension
	10 or more years of Vesting Credit, and meet Plan Disability Requirements	Disability Retirement Pension	Accrued Pension

Payment of Benefits

This Section describes the normal and optional annuity forms of payment under the Plan. However, if the actuarial present value of your accrued benefit at retirement is \$3,500 or less, that benefit will automatically be paid as a lump sum cash payment. No other form of payment is available. To enable you to make your election based upon current conditions and benefit amounts, you will be provided, within a reasonable period of time before your benefit commencement date, with a written explanation of (i) the terms and conditions of your pension under the normal and optional forms of payment, (ii) your right to waive payment in the normal form that applies to you (including the effects of such waiver and your right to revoke a waiver), (iii) your spouse's rights, and (iii) your right to defer payment.

At normal retirement What if I am single?

If you are not married at the time benefit payments begin, payments will be made to you in equal monthly installments and will continue for as long as you live. After your death, all benefit payments will cease. This form of payment is known as a "Single Life Annuity."

. . . or if I am married?

If you are married at retirement and die before your Spouse, your Spouse may receive a "Joint and Survivor Annuity" equal to 50% or, if elected, 100%, of the benefit you were receiving prior to your death. In order to provide this survivor annuity for your Spouse, your full pension benefits will be reduced during your lifetime. The reduction is calculated taking into account your age and your Spouse's age. You may reject this survivor annuity by filing a written election with the Trustees before you retire and having your Spouse consent to such election. Your Spouse's consent must be in writing and signed in the presence of a Plan representative or Notary Public. Appropriate election forms may be obtained from the Fund Office. *Then, you will receive your full pension as a single life annuity and your Spouse will receive no pension benefit after your death.*

SECTION NINE

However, if you qualify for a normal retirement pension, an early retirement pension, a disability retirement pension or a 30-year retirement pension (See Section Eight for eligibility), and you do not reject the joint and 50% survivor annuity with half of your benefit continuing to your surviving Spouse, the amount of the benefit payable to you will be the same as the amount payable had you not been married at the time of your retirement. If you elect the joint and 100% survivor annuity with an amount equal to your benefit continuing to your surviving spouse, the amount of the benefit payable to you will be reduced. This reduction will be the actuarial equivalent of the joint and 50% survivor annuity.

If your Spouse dies before you are entitled to receive your first payment, the joint and survivor option will be canceled. If you begin payment under a joint and survivor annuity and if your Spouse dies before you do, you will continue receiving the same amount as when your Spouse was alive; however, if you subsequently remarry, a survivor annuity will be paid to your subsequent Spouse only if you have been married at least five years at the time of your death. In all other cases, the joint and survivor option will be canceled following your Spouse's death.

For an example of how your pension benefits are calculated, we will use Bob (age 65) as the Participant and Jane (age 63) as his wife.

- 1. Bob will have 40 years of full-time Benefit Credit when he retires in July, 2009. Note that 17 of Bob's 40 years will be at the pre-July 1, 1986 rate of \$45 per year and 11 years will be at the \$55 rate and 12 years at the \$60 rate.

Accrued Pension = 17 years × \$45 + 11 years × \$55 +
12 years × \$60 = \$2,090

Joint & 50% Survivor Annuity	Joint & 100% Survivor Annuity	Single Life Annuity
Bob will receive his full Accrued Pension of \$2,090 per month until his death.	Reduction for Joint & 100% Survivor Annuity = .9275 Bob will receive \$1,938.48 per month until his death.	Bob will receive his full Accrued Pension of \$2,090 per month until his death.
Thereafter, Jane will receive \$1,045 per month until her death.	Thereafter, Jane will receive \$1,938.48 per month until her death.	Jane will receive no pension after Bob's death.

SECTION NINE

2. For another example, assume that Bob has 20 years of full-time Benefit Credit from July 1, 1989 through June 30, 2009 and 10 years of part-time Benefit Credit from July 1, 1979 through June 30, 1989.

Accrued Pension = 7 years × \$21.38 + 3 years × \$24 +
8 years × \$55 + 12 years × \$60 = \$1,381.66

Joint & 50% Survivor Annuity	Joint & 100% Survivor Annuity	Single Life Annuity
Bob will receive \$1,381.66 per month until his death.	Reduction for Joint & Survivor Annuity = .9275 Bob will receive \$1,281.49 per month until his death.	Bob will receive \$1,381.66 per month until his death.
Thereafter, Jane will receive \$690.83 per month until her death.	Thereafter, Jane will receive \$1,281.49 per month until her death.	Jane will receive no pension after Bob's death.

At early retirement

1. Mary will be our Participant this time. She is retiring at age 60 in July, 2006 with 9 years of full-time Benefit Credit after July 1, 1997, 11 years of full-time Benefit Credit after July 1, 1986 and before July 1, 1997 and 5 years before July 1, 1986. Her husband, Joe, is then age 58.

Accrued Pension = 5 years × \$45 + 11 years × \$55 +
9 years × \$60 = \$1,370.

After 12% reduction for Early Retirement ($\frac{1}{2}\%$ × 24 months early; 24 months from age 60 to 62): \$1,205.60

Joint & 50% Survivor Annuity	Joint & 100% Survivor Annuity	Single Life Annuity
	Reduction for Joint & Survivor Annuity = .9425	
Mary will receive \$1,205.60 per month until her death.	Mary will receive \$1,136.28 per month until her death.	Mary will receive \$1,205.60 per month until her death.
Thereafter, Joe will receive \$602.80 per month until his death.	Thereafter, Joe will receive \$1,136.28 per month until his death.	Joe will receive no pension after Mary's death.

SECTION NINE

2. Suppose in the above example that Mary did not qualify for a normal retirement pension, an early retirement pension, a disability retirement pension or a 30-Year retirement pension, but was to receive a vested deferred retirement pension instead at age 65. At that time, her husband, Joe, will be 63.

Mary's benefit would be reduced if she chose the joint and survivor annuity as shown below:

Recall that her accrued pension was \$1,370.

Joint & 50% Survivor Annuity	Joint & 100% Survivor Annuity	Single Life Annuity
Reduction for Joint & Survivor Annuity = .9390	Reduction for Joint & Survivor Annuity = .8549	Accrued Pension at age 65 (unreduced for early commencement) = \$1,370.
After reduction for Joint & Survivor Annuity = \$1,262.87	After reduction for Joint & Survivor Annuity = \$1,171.21	
Mary will receive \$1,262.87 per month until her death.	Mary will receive \$1,171.21 per month until her death.	Mary will receive \$1,370.00 per month until her death.
Thereafter, Joe will receive \$631.44 per month until his death.	Thereafter, Joe will receive \$1,171.21 per month until his death.	Joe will receive no pension after Mary's death.

Death Benefits

Before Retirement Pre-retirement Surviving Spouse Pension

The Plan makes provision for surviving Spouse benefits for your wife (or husband) if you die while in active employment of an Employer and have accrued 5 years of Vesting Credit. If this is the case and you die prior to retirement, your Spouse will receive a lifetime benefit beginning on

- (i) any date following your death if you had accumulated at least 30 years of Benefit Credit,
- (ii) the date you would have attained age 55 if you had accumulated 15 years of Benefit Credit,
- (iii) the date you would have attained age 62 if you accumulated 5 years of Benefit Service, or
- (iv) the date you would have attained age 65 if you had less than 5 years of Benefit Service,

with the amount payable to the Spouse being one-half of the amount of the single life annuity you would have received. This coverage is provided for Participants who have been married for a year or more. However, if the actuarial present value of the death benefit payable to your surviving Spouse is \$3,500 or less, that death benefit will automatically be paid as a lump sum cash payment. No other form of payment is available.

What if I am vested but no longer a participant?

If you die before your pension starts and you are survived by a Spouse to whom you have been married for at least one year at the time of your death, your Spouse will be entitled to a pension benefit --- whether you are still a Participant in the Plan or not.

The amount of the Spouse's pension is one-half of the amount of the pension that would have been payable to you under the joint and survivor annuity form of payment. However, if the actuarial present value of the death benefit payable to your surviving Spouse is \$3,500 or less, that death benefit will automatically be paid as a lump sum cash payment. No other form of payment is available.

SECTION TEN

However, as you will see in “Applying for a Pension” in Section Twelve, your Spouse must apply for the benefit.

After retirement

Whether your Spouse will receive benefits upon your death after your retirement depends upon the form of benefit payment you elected at retirement. As we noted under Payment of Benefits (Section Nine), the “normal form” of payment for a married Participant does provide a pension for your Spouse after your death. This is the form you will receive if you are married when you retire unless you and your Spouse elect otherwise.

Lump Sum Death Benefit

If you have enough full-time Benefit Credit to qualify for a pension (other than a vested deferred pension) without having to include any part-time Benefit Credit, your named beneficiary will receive a lump-sum death benefit of \$1,000 upon your death. If you do not have a named beneficiary, this benefit will go to either your Spouse, children, parents, or your brothers and sisters in the order given here. This is in addition to the monthly pension your Spouse may receive under the joint and survivor annuity.

What if . . . I would like someone other than my spouse to receive pension benefits after my death?

The Plan provides pension benefits for you and, in some cases, for your Spouse after your death. It is not intended to be a form of life insurance. However, the Lump Sum Death Benefit does not have to be paid to your Spouse.

Disability Benefits

What if I become disabled?

You will be eligible for a disability retirement pension if you have accumulated 10 or more years of Vesting Credit and are determined to be totally and permanently disabled. Your Disability Pension will be effective on the first of the month after a six-month waiting period or the first of the month following the date on which the application is filed, if later.

A disability pension will be equal to the benefit rates in effect at the time of retirement, multiplied by years of Benefit Credit. For example, suppose a 58-year old married participant qualifies for a disability retirement pension.

- Bob has 23 years of full-time Benefit Credit at his disability retirement date in July, 2007. His wife, Jane, is age 55.

$$\text{Accrued Pension} = 2 \text{ years} \times \$45 + 11 \text{ years} \times \$55 + 10 \text{ years} \times \$60 = \$1,295.$$

Joint & 50% Survivor Annuity	Single Life Annuity
Bob will receive \$1,295 per month until his death.	Bob will receive his full Accrued Pension of \$1,295 per month until his death.
Thereafter Jane will receive \$647.50 per month until her death.	Jane will receive no pension after Bob's death.

Note: *Total and permanent disability means that you are disabled under the definition of disability used to determine eligibility for disability benefits under the Federal Social Security. You must have qualified for a Social Security disability pension, with an entitlement date within 24 months after the last day worked for a Contributing Employer.*

SECTION TWELVE

Applying for a Pension

Will my pension benefits start automatically?

Payment will not begin unless you have filed a written application and comply with federal law that requires that your consent be obtained if pension benefits are to begin before your Normal Retirement Age. However, if you postpone retirement and continue to work for a Contributing Employer after your Normal Retirement Age, the Plan will start benefit payments no later than April 1 following the calendar year in which you attain age 70 1/2 if you fail to apply for benefits to begin by that date.

You should submit your application at least 90 days before the date you want benefits to begin. If you delay filing an application, the Plan cannot make retroactive payments for the period between the earliest date payment could have begun and the date payment actually begins. For example:

- If you retire before your Normal Retirement Age at a time you are entitled to begin receiving an unreduced early retirement pension and you delay filing your application, you lose the monthly benefits you could have received had you submitted an application to begin payment on the earliest date payment could have begun.
- If you retire on account of a total and permanent disability and delay filing an application for a Disability Pension, you lose the monthly benefits you could have received for the period between the 7th month following the date of your disablement until the date your Disability Pension actually begins.
- If you retire on or after your Normal Retirement Age and delay filing your application to begin payment as of the first day of the month coinciding with or next following your Normal Retirement Age (or actual termination, if later), no retroactive payment will be made for the period after that date and the date payment actually begins. However, in this case, your future monthly pension benefit will be actuarially increased to take this period of delay into account unless the suspension rules described in Section Seven or Question and Answer 7 in Section Fourteen apply.

Will death benefits start automatically?

Death benefits to your designated beneficiary will not be made or begin unless an application is filed together with such other information as may be required to establish eligibility for death benefits. However, if your Spouse is entitled to the pre-retirement surviving Spouse pension (refer to Section Ten) and he or she fails to apply for the benefit by April 1 following the calendar year in which you would have attained age 70 1/2, the Plan will automatically begin payment on that date.

If your designated beneficiary is entitled to the \$1,000 lump sum death benefit described in Section Ten, he or she must file an application within six months of your death. If the application is not filed within that period, this death benefit is forfeited.

In the case of the pre-retirement surviving Spouse pension, your Spouse should file an application at least 90 days before the date he or she wants benefits to begin. If your Spouse delays filing an application, no payment will be made for any period for which benefits could have been made had an earlier application been filed. If application by your Spouse is made after the first day of the month coinciding with or next following your Normal Retirement Age, his or her future payments will be actuarially increased to reflect the delay in payment from that date to the date payment begins. The pre-retirement surviving Spouse pension is forfeited if your surviving Spouse dies before starting payment.

The Fund Office at 815 East Gate Drive, Suite 103, Mt. Laurel, NJ 08054-1208 will send you an application at your request. Their telephone number is 856-793-1598. They will be glad to answer any questions you may have on applying for benefits.

SECTION THIRTEEN

Claims Review Procedures

If you make a claim for benefits under the Plan, the Administrator will advise you within 90 days after receiving your claim if the application is approved or denied. If special circumstances require an extension of time to process the claim, you will be notified in writing before the end of the ninety (90) day period of the need and reasons for the extension and the date by which the Administrator expects to render its decision. In no event will the extension period exceed a period of ninety (90) days from the end of the initial ninety (90) day period.

If your claim is denied, you will receive a written denial notice which will include:

- the specific reason or reasons for the determination;
- specific reference to the Plan provisions on which the denial is based;
- a description of any additional material needed so that a benefit may be paid and an explanation of why such material or information is necessary; and
- an explanation of the claims review procedure under the Plan and the time limits applicable to the claims review procedure, including a statement of your right to bring a civil action under section 502(a) of ERISA following denial of your claim under the claims review procedure.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

Appeal of Denied Claims

You will have 60 days from the date you receive the notice of denial of your claim to file a request for an appeal of the denial of benefits. The request must be made in writing to the Administrator. In preparing for your appeal, you or your authorized representative may, upon request, review documents pertinent to the claim and submit issues and comments in writing.

The Administrator will render all decisions on appeal no later than the date of the next meeting of the Administrator which immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such a case, a decision shall generally be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a decision shall be rendered no later than the third meeting of

SECTION THIRTEEN

the Administrator following the Plan's receipt of the request for review. Written notice of the extension shall be furnished to you prior to the commencement of the extension. The Administrator shall notify you of its decision no later than five (5) days after the determination is made. At the review, the Administrator will decide the issue on the basis of the merits of the case and its decision shall be final and binding on all parties. The decision on review will include a written statement that will include:

- the specific reason or reasons for the determination;
- reference to the specific Plan provisions on which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, access to and copies of, all documents, records and other information that is relevant to your claim and/or appeal for benefits; and
- a statement that you are entitled to bring a civil action in Federal court under section 502 of ERISA to pursue your claim for benefits.

If you challenge the decision in federal court, a review by a court of law will be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described herein must be exhausted before you can pursue the claim in federal court. Facts and evidence that become known to you after having exhausted the appeals procedure may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the initial appeal will be deemed waived.

SECTION FOURTEEN

What else should I know about the Plan?

1. *What about my Social Security benefits?*

In addition to any benefits you receive from the Plan, you will also be entitled to receive Social Security retirement benefits. Your Social Security benefits are provided through payroll taxes made by you and your Employer.

2. *Do I pay taxes on the money my Employer contributes to the Fund?*

You are not taxed on the money contributed by your Employer until you begin to receive benefits from the Plan. The benefit payments you receive are considered taxable income to you when you receive them. If you receive a single lump sum payment under the Plan, it will be subject to mandatory Federal tax withholding rules (which currently require 20% to be withheld) and, in some cases, may be subject to a 10% early distribution excise tax. You can postpone income tax and avoid the penalty by having the Plan transfer the amount directly to a traditional individual retirement account or annuity or another employer retirement plan that accepts these direct rollovers. You will receive a more detailed description of your payment options, tax rules and direct rollover rights when you apply for benefits. However, you should consult with a professional tax advisor to determine the exact tax (federal, state and local) consequences of distributions.

3. *May I assign my benefit to some other person?*

The Plan was designed to help provide financial security for you and your family in your later years. Therefore, you are not permitted to assign your benefit to another person, to use your benefit as collateral for a loan, or to receive any part of your benefit prior to your retirement. The only exception to this rule is in the case of a Qualified Domestic Relations Order issued, for example, in a divorce situation.

4. *What is a Qualified Domestic Relations Order?*

A Qualified Domestic Relations Order is an order made pursuant to a state domestic relations law that meets certain legal requirements. Usually, QDROs are issued in divorce situations and assign a portion of a Participant's pension

SECTION FOURTEEN

benefits to a Spouse or former spouse. The Plan maintains procedures governing these orders which are available, without charge, to Participants and beneficiaries.

5. *Under what circumstances, if any, may I lose my benefits?*

You can lose the benefits you have accrued during your participation in the Plan:

- by terminating your employment with your Employer and other Contributing Employers before you are “Vested,” (see Section Five); or
- by dying before you begin to receive your benefits, unless your Spouse is eligible for survivor benefits, (see Section Ten); or
- if the Plan terminates and there are insufficient funds to provide all accrued benefits above those which are guaranteed by the Pension Benefit Guaranty Corporation (“PBGC”); or
- if you do not make a timely application for benefits (refer to Section Twelve); or
- your benefits are suspended due to continued employment after your Normal Retirement Age (refer to Section Seven) or due to reemployment after benefits have commenced (refer to Question and Answer 7 below); or
- your monthly pension could change if there is any mistake in the amount of your pension. If this happens, later payments may be adjusted to correct the error. If you are overpaid, your later payments would be reduced so that the Plan can recoup the overpayment.

6. *What happens if I change my employment status?*

If you join a category of employees with a Contributing Employer not eligible for participation in the Plan, you will not accumulate any further Benefit Credit. However, you will continue to accumulate Vesting Credit as long as you remain employed by a Contributing Employer. If you become employed by an Employer who contributes to a related plan, you will continue to earn Vesting Credit under the Plan’s Reciprocity Agreement.

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7. *What if I retire and then become reemployed?*

If you retire, begin to receive benefit payments, are not yet age 62 and are reemployed within the food industry in an occupation in which you were last employed before retirement, your pension will be suspended. If you are age 62 or older, your pension will not be suspended unless you work at least 80 hours for a Contributing Employer or 40 hours for an employer that does not contribute to the Plan.

As a condition of continuing to receive benefits, you must certify, if required, in writing that you have not performed and are not performing suspendible employment, or have advised the Fund Office of the performance of such service. In the absence of a certification, or if the Trustees reasonably believe that such suspendible service has been performed, the Trustees may presume that you have performed suspendible service. The Trustees shall notify you of the reasons why benefits have been suspended, and you may seek a review of the decision in accordance with the "Claims Procedure" Section. In the event that the Fund pays a benefit in any month for which benefits should have been suspended, the Trustees may deduct the amount improperly paid from future payments. The reduction may not exceed 25% of your monthly pension payment, with a few exceptions.

You may receive credit for suspendible service if you work for a Contributing Employer. Before returning to any work, you should advise the Fund Office in writing so that you will know whether or not your pension will be suspended for such work.

Note: *If you have additional questions, the Fund Office will be glad to answer them for you.*

General Information & Statement of Rights

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the following information about the Plan be provided to Plan Participants. For the Participant's further guidance, copies of all Plan Documents and related financial statements are available for inspection at the Fund Office.

1. *Plan Name and Address of Fund Office*

UFCW Union Local 152 Retail Meat Pension Fund
815 East Gate Drive-Suite 103
Mt. Laurel, NJ 08054-1208
856-793-1598

2. *Plan Identification Number and Type of Plan*

001. This is a defined benefit pension plan.

3. *Employer Identification Number (EIN)*

The Trustees Number is 23-6209656.
The Fund Number is 23-6209656.

4. *Plan Administration and Fiduciaries*

The Trustees of the UFCW Union Local 152 Retail Meat Pension Fund, functioning in their capacity as Trustees under the terms and conditions of the Agreement and Declaration of Trust, are the Plan Administrator and Plan fiduciaries as defined under ERISA. "The Board of Trustees may be contacted through the Fund Office listed in Statement 1 above." The Board of Trustees has contracted the day-to-day administration of the Fund to the following third parties: Tri-State Administrators, 27 Roland Ave., Mt. Laurel, NJ 08054, and Local 152 Health and Welfare Fund, 815 East Gate Drive-Suite 103, Mt. Laurel, NJ 08054-1590.

5. *Plan Sponsor*

The Board of Trustees UFCW Union Local 152 Retail Meat Pension Fund.

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6. *Legal Service*

Service of legal process may be made on the Plan Administrator (Board of Trustees) at the Fund Office address indicated above.

7. *Collective Bargaining Agreements*

The Plan is financed by Employer contributions made in accordance with the terms of the collective bargaining agreements or participation agreements between the Union and the Contributing Employers. Copies of the Agreements covering Participants of the Plan are available for inspection at the Fund Office.

A list of the Contributing Employers may be obtained from the Fund Office.

8. *Pension Benefit Guaranty Corporation*

On September 26, 1980, President Carter signed into law the Multiemployer Pension Plan Amendments Act of 1980 (MPPAA). Under MPPAA most benefits under this Plan are guaranteed by the PBGC if the Plan becomes insolvent.

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

SECTION FIFTEEN

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 (a) the date the plan terminates or (b) 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 the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-377-8339 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>.

9. *Amendment or Discontinuance of the Plan*

The Trustees expect to continue this Plan indefinitely, but reserve the right to amend or terminate the Plan at any time, if not in violation of any applicable collective bargaining agreement then in effect. If the Plan terminates, you will be 100% vested in your accrued benefit to the extent then funded; all of the assets of the Pension Fund except those needed to meet final administrative expenses will be applied to provide benefits in accordance with the terms of the Plan which follow ERISA requirements. Any funds remaining after satisfaction of all liabilities under the Plan will be returned to the Employers.

10. *Plan Year and Financial Reports*

The Plan maintains its financial reports on a fiscal year basis commencing each July 1 and ending the following June 30. All governmental filings related to the financial status of the Plan are reported on the foregoing basis.

11. *Fund Assets*

The Board of Trustees, in consultation with one or more investment consultants, selects professional investment managers to manage the assets of the Fund. Fund assets are held in a custodial account with Northern Trust Company, 50 South LaSalle Street, Chicago, IL 60675.

SECTION FIFTEEN

Statement of Participants' Rights under ERISA

A Participant in the United Food & Commercial Workers Union Local 152 Retail Meat Pension Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all participants of the Plan shall be entitled to:

- (a) Examine, without charge, at the Plan Administrator's office, all Plan documents, including Collective Bargaining Agreements and copies of all documents filed by the Plan with the U .S. Department of Labor, such as detailed annual reports and Plan descriptions.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for copies.
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you whether you have a right to receive a pension (i.e. a payment of retirement benefits from the Plan) at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.
- (e) Obtain, without charge, a copy of the Plan's procedures governing the Qualified Domestic Relations Order determination.

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 your interest and that of other Plan participants and beneficiaries. The Plan is also subject to the minimum participation standards, minimum vesting standards, benefit accrual, and prohibited transactions requirements of ERISA.

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No one, including your Employers or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, and you have exhausted all administrative remedies, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order and you have exhausted all administrative remedies, 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 a fee if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, 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.

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