Quality Benefits for Quality People

UFCW
a VOICE for working America
Local 1262

and

Employers Pension Plan

Summary Plan Description

Prepared as of January 1, 2014

IMPORTANT: Please note that there is a Summary of Material Modifications (SMM) to this SPD (Summary Plan Description) that change and/or update specific portions of the SPD.

Please make sure you read the SMM document which can be found at the end of this booklet.

UFCW LOCAL 1262 AND EMPLOYERS PENSION FUND
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DEAR LOCAL 1262 MEMBER:

Purpose of the Plan and Funding. The UFCW Local 1262 Pension Plan, which is outlined in this booklet, helps to provide security during our retirement years. Currently, your Employer, through negotiations with the United Food and Commercial Workers Local 1262 (the "Union") pays the entire cost of your pension.

History of the Plan. The Plan was established in 1964 through the joint efforts of the Union and your Employer to provide pension benefits at your retirement. Since the Plan became effective, it has been amended from time to time to reflect negotiated changes and to comply with federal pension and tax laws.

Plan In Effect Governs. The benefits described in this booklet generally apply to eligible employees who terminate employment, retire or die on or after January 1, 2014. Benefits and other rules with respect to any Plan Member who retired, terminated employment or died before that date will be determined under the provisions of the Plan in effect on the date of the Member's retirement, death or termination, unless the Plan or the law requires otherwise, or unless specifically provided by a later amendment to the Plan.

Plan Documents Control, Not This Booklet. This booklet is a summary of the legal documents that establish and control the operation of the Plan. Because it is only a summary, this booklet is shorter and less technical than the official Plan documents. In translating the Plan from legal language to plain language, we have done our best to explain everything correctly. However, this booklet is not a substitute for the Plan documents. If there is any inconsistency between the official Plan documents and this booklet, the Plan documents will always govern. The Board of Trustees reserves the right to amend, modify, or terminate the Plan (in whole or in part) at any time. Upon request, the Fund Office will be pleased to show you the Plan documents and answer any questions you may have about retirement benefits.

Oral Descriptions Not Binding. Please also note that no individuals (other than the Board of Trustees) have the authority to interpret the Plan (or other official Plan documents). In no event will any oral description or promise relating to the terms of the Plan supersede the terms of the written Plan documents. The terms of the official Plan documents will govern in all cases.

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 normal business hours, or request a copy by calling the Fund Office.

Very truly yours,
Board of Trustees

Contents

SECTION 1
Contributions to the Plan

Plan Contributions. Your Employer contributes to the Plan. You are not required or permitted to contribute to the Plan. The amount that your Employer contributes is described in the collective bargaining agreement between your Employer and the Union. All contributions are made to a Trust Fund for the exclusive benefit of Plan Members and their eligible beneficiaries.

Contributing Employers. Upon written request, the Fund Office will give you information about whether a particular Employer or Employee organization is a contributor to the Plan, together with the address of that Employer or Employee organization. *When this booklet uses the word "**Employer**," it means a contributing employer in the industry that has entered into a collective bargaining agreement with the Union.* It also includes the Union and the Health and Welfare, Legal, and Pension Funds of Local 1262 in their capacities as contributing employers.

Board of Trustees. A joint Board of Trustees, consisting of an equal number of Employer Trustees and Union Trustees, oversees the Plan operations to ensure that all Members receive the Plan benefits to which they are entitled. The Fund Office handles the day-to-day administration of the Plan.

Asset Management. The Board of Trustees is legally responsible for managing the assets of the Trust Fund (except as described below in this paragraph) in accordance with the powers granted to it under an Agreement and Declaration of Trust, as amended from time to time, between the Union and Employers. The Board of Trustees may appoint investment manager(s) to manage, acquire, and dispose of any assets of the Plan. The Board of Trustees will not be under any obligation to invest or otherwise manage any assets of the Plan that are subject to the management of such investment manager(s).

SECTION 2
Becoming a Member

Eligible Employees. You are eligible to become a Member of the Plan if:

- you are employed by an Employer, and
- your Employer is required to contribute to the Plan on your behalf.

When You Become a Member. You become a Member in the Plan as follows:

- If you are a **full-time** eligible employee, as of the first day of the month for which contributions are required, which is after the end of your probationary period under your collective bargaining agreement.
- If you are a **part-time** eligible employee hired on or before April 16, 2005 (or a part-time eligible employee hired after April 16, 2005 but you retained pre-April 16, 2005 Vesting Service—see Break in Service, below), as of the first day of the month for which contributions are required, which is after the end of your probationary period under your collective bargaining agreement.
- If you are a **part-time** eligible employee hired after April 16, 2005 (or a part-time eligible employee hired on or before April 16, 2005 but you lost pre-April 16, 2005 Vesting Service—see Break in Service, below), as of the first day of the month after the first anniversary of your date of hire by an Employer, provided you are at least age 21 and an eligible employee at that time, and you have met the applicable probationary period under your collective bargaining agreement.
- Certain **service clerks** and **maintenance employees** must be age 21 and work 1,000 hours of service during the Plan Year to become Members. At the end of the year, if they meet these requirements, their Employer contributes to the Plan retroactively for the period following their probationary period.

PARTICIPATION FROZEN

Participation under the Plan is frozen for newly hired employees of Stop & Shop, ShopRite, Foodtown and Glass Gardens (the "**Frozen Employers**"), as of the following dates (the "**Freeze Date**").

- October 15, 2011 for Stop & Shop, ShopRite and Foodtown, and
- August 6, 2011 for maintenance employees of Glass Gardens.

This means that if you were initially hired by a Frozen Employer after the Freeze Date, you cannot become a Member in the Plan. (See Special Rules Apply to Those Hired or Rehired by Frozen Employers, below, if you were hired or rehired by a Frozen Employer after the Freeze Date.)

Existing Members Continue. If you were a Member in the Plan on the Freeze Date, you will continue as a Member and can continue to accrue Credited Service for as long as you work in a position for which contributions are required to be made on your behalf to the Plan (if you are otherwise eligible).

SECTION 3
How Your Working Time Counts

Why Your Service is Important. The amount of time you work as an employee with an Employer is used to determine:

- your non-forfeitable right to a pension,
- your eligibility for certain types of benefits, such as normal retirement, earlier retirement, and disability, and
- the amount of your pension.

The time you work is counted as years of "Vesting Service" and/or years of "Credited Service" as explained on the following pages.

VESTING SERVICE

"Vesting Service" is used to determine whether you have a non-forfeitable right to a pension. (If you have earned a non-forfeitable right to a pension, you are "vested" in your Plan benefits.) Vesting Service is also used for determining eligibility for normal retirement, earlier retirement, and for disability benefits.

You will be credited with one full year of Vesting Service for each calendar year during which you accumulate at least 1,000 Hours of Service (Hours of Service are explained below). If you have fewer than 1,000 Hours of Service in a calendar year, you earn Vesting Service in accordance with the following table.

Hours of Service in a Calendar Year	Vesting Service Earned
1,000 or more	1 year
750 to 999	½ year
500 to 749	¼ year
0 to 499	0 years

When You Become Vested. Any Member who completes at least one Hour of Service on or after January 1, 1999 will become vested when he or she completes **five years of Vesting Service**. (Before January 1, 1999, Members were required to have 10 years of Vesting Service to be vested.)

Any Vesting Service earned before January 1, 1976 is determined under the terms of the Plan in effect at that time. Vesting Service also may be earned as a result of changes in job classification with the same Employer. **For further information, contact the Fund Office.**

HOURS OF SERVICE

You will receive credit for an "Hour of Service" for any hour that you are paid (or are entitled to be paid) by an Employer, such as for:

- work performed
- vacation
- holiday
- sick leave pay
- back pay
- jury duty
- military service

"**Military service**" means any period of time for which you are absent for military service under leave granted by your Employer or required by law, provided you return to employment with an Employer while your right to reemployment is protected by law.

Hours of Service are counted in the year in which you work or otherwise earn them, rather than in the year in which they are actually paid to you. Time while you are out on a leave of absence, including disability or workers' compensation, does not generally count toward your Hours of Service.

CREDITED SERVICE

"Credited Service" is used to determine the amount of your pension. After January 1, 1976, your Credited Service is based on the number of months in which an Employer is required to make contributions to the Plan on your behalf, but not before you become a Member in the Plan. Thus, your Credited Service is your service while you are a Member in covered employment with an Employer. Credited Service is not based upon employment seniority.

Special rules may apply to certain service clerks and maintenance employees, as provided in the applicable collective bargaining agreement.

Note: To receive Credited Service for a month, you must be actively working at the beginning of that month.

If you were a full-time employee on January 1, 1976, Credited Service for any pre-1976 service is determined under the Plan in effect on December 31, 1975. For example, full-time employees on October 1, 1975 who worked on a part-time basis before October 1, 1975, will receive **no Vesting or Credited Service for those part-time hours.**

Exception for Certain Short Service Members. Certain employees of Frozen Employers became Members before the freeze was fully implemented. If you first became a Member in the Plan after the Freeze Date but before:

- April 19, 2012 at Stop & Shop or ShopRite – you will not accrue any Credited Service under the Plan due to your employment with a Frozen Employer after June 1, 2012.
- August 20, 2012 for Foodtown or Glass Gardens – you will not accrue any Credited Service under the Plan due to your employment with a Frozen Employer after October 1, 2012.

BREAK-IN-SERVICE RULES

A **Break in Service** occurs if you complete fewer than 500 Hours of Service in a Plan Year (the calendar year). If you have a Break in Service before you become vested, you may LOSE your prior Vesting Service and Credited Service. Your prior service may be canceled or forfeited if the number of consecutive Plan Years (calendar years) during which you have a Break in Service equals or exceeds the greater of:

- five years, or
- the number of your prior years of Vesting Service. (This bullet point applies only if you terminated employment before January 1, 1999 and you had between five and ten years of service.)

For example, if you incur a Break in Service after you have three years of Vesting Service, your Vesting Service and Credited Service will be canceled if you complete fewer than 500 Hours of Service with an Employer in each of the next five years.

For another example, if you incurred a Break in Service before January 1, 1999, and you had eight years of service, your Vesting Service and Credited Service will be canceled if you complete fewer than 500 Hours of Service with an Employer in each of the next eight years.

Note: If you have service after January 1, 1999, once you have five years of Vesting Service or you reach your Normal Retirement Date while employed by an Employer, your benefits are vested and cannot be forfeited. After that, the Break-in-Service rules would not apply to you.

MATERNITY/PATERNITY LEAVE

The Plan ensures that you will not be penalized — in terms of a potential loss of service already earned — for an absence related to the birth, adoption or caring for your child, or for an unpaid absence after August 5, 1993 under the Family and Medical Leave Act. If this applies to you, you will need to supply information to the Trustees to establish the reason for and length of your absence.

So, if you are absent from work by reason of your pregnancy, birth of your child, adoption of your child, or for the purpose of caring for such child immediately following birth or placement for adoption, the Plan will credit to you, to prevent you from having a Break in Service, those Hours of Service that otherwise would have been credited to you as if you were not absent. However, you will not be credited with more than 500 hours in total.

These Hours of Service will be credited in the calendar year in which the absence occurs, if you work fewer than 500 hours in that calendar year, with any excess being credited to the following calendar year, if necessary, to prevent a Break in Service in the following year. This service counts as Vesting Service but not as Credited Service.

LEAVE OF ABSENCE

An approved leave of absence as defined in the applicable collective bargaining agreement will not cause a Break in Service; however, it will not count as Vesting Service or Credited Service unless it is paid.

JOB CLASSIFICATION CHANGE

If your job classification changes, this could result in no further Vesting Service or Credited Service for you. Check with the Fund Office if your job classification changes.

MEMBERSHIP AFTER REEMPLOYMENT

If your employment ends, and you are later reemployed by an Employer, you become a Member again as follows.

- If you kept your prior Vesting Service, either because you were vested, or because you were reemployed within five years (or, if you terminated before January 1, 1999, within the number of your prior years of Vesting Service, if more than five—see Break in Service, above), you become a Member after your probationary period.
- If you lost your prior Vesting Service, because you were not vested and you were gone longer than five years (or, if you terminated before January 1, 1999, longer than the number of your prior years of Vesting Service, if more than five—see Break in Service, above), you are treated as a new employee.

SPECIAL RULES APPLY TO THOSE HIRED OR REHIRED BY FROZEN EMPLOYERS

- **Within 90 Days.** If you leave Covered Service under the Plan and are hired or rehired by a Frozen Employer after the Freeze Date but within 90 days of leaving Covered Service under the Plan or within 90 days of the resolution of a grievance filed by the Union regarding the termination of your service, you will continue to accrue Credited Service for as long as you work in a position for which contributions are required to be made on your behalf to the Plan (if you are otherwise eligible).
- **After 90 Days.** If you leave Covered Service under the Plan and are hired or rehired by a Frozen Employer after the Freeze Date and more than 90 days since leaving Covered Service under the Plan or more than 90 days after the resolution of a grievance filed by the Union regarding the termination of your service, you will not receive any Credited Service for employment with that Frozen Employer.

SECTION 4
Eligibility For Retirement

REQUIREMENTS FOR PENSIONS

To be eligible for retirement benefits, you must terminate directly from employment with an Employer required to contribute to the Plan on your behalf on or after a date when you are eligible to immediately begin receiving pension benefits. If you are vested, but terminate from employment with an Employer required to contribute to the Plan on your behalf before you are eligible to immediately begin receiving pension benefits, you still can be eligible for some benefits later when you reach retirement age. In either case, you must also complete an application for benefits (described later in this booklet).

PENSION ELIGIBILITY

There are a number of kinds of pensions available under the Plan, depending upon your age, your length of service, and whether you retire directly from employment with an Employer required to contribute to the Plan on your behalf.

- **Normal Retirement.** Your Normal Retirement Date is the later of the date you attain age 65 or, the fifth anniversary of the date that your Plan membership commenced. If you terminate employment with an Employer that is currently required to contribute to the Plan on your behalf at your Normal Retirement Date, unreduced benefits can begin immediately. If you terminated before January 1, 1998, the normal retirement date is age 62 provided you had five years of vesting service, but in no event later than the later of age 65 or the fifth anniversary of plan participation.

- **Earlier Retirement.**
  - Reduced Earlier Retirement: If you terminate employment with an Employer that is currently required to contribute to the Plan on your behalf at or after age 55, with at least ten years of Vesting Service, reduced benefits can begin immediately. The benefits are reduced because they are payable over a longer period of time.
  - Unreduced Earlier Retirement: If you terminate employment with an Employer that is currently required to contribute to the Plan on your behalf at or after age 62, with at least five years of Vesting Service, unreduced benefits can begin immediately.

- **30 and Out — On or Before September 1, 2009.** If you have 30 years of Vesting Service (including contiguous Vesting Service), unreduced benefits can begin immediately after your employment with the Employer terminates. (You cannot receive benefits from the Plan while you remain employed by an Employer, even if contributions are no longer being made to the Plan for you. "Contiguous" Vesting Service is service with the same Employer with no termination of employment, and which is not Credited Service.) The 30 and Out Retirement is not available to new Members who enter the Plan after April 16, 2005.

- **30 Year / Age 55 — After September 1, 2009.** If you have 30 years of Vesting Service (including Contiguous Vesting Service), and are at least age 55 when you leave employment covered by the Plan, unreduced benefits can begin after your employment with the Employer terminates. This means that if you leave employment covered by the Plan before age 55 (even if you have 30 years of Vesting Service at that time), or before you have 30 years of Vesting Service (even if you are age 55 at that time), you will not be eligible to receive unreduced benefits prior to Normal Retirement Date. If you transfer to non-covered service with your Employer either before age 55, or before you have 30 years of Vesting Service, you will not be eligible to receive unreduced benefits prior to Normal Retirement Date, even if you later reach age 55 and 30 years of Vesting Service while working in a non-covered position with your Employer. Temporarily returning to covered employment following a period of non-covered employment will not qualify you for this benefit. (In addition, you cannot receive benefits from the Plan while you remain employed by an Employer, even if contributions are no longer being made to the Plan for you. "Contiguous" Vesting Service is service with the same Employer with no termination of employment, and which is not Credited Service.) The 30 Year / Age 55 Retirement is not available to new Members who enter the Plan after April 16, 2005.

- **Deferred Retirement.** If you continue working for an Employer after your Normal Retirement Date, your pension will be suspended until you actually retire, or until you reach age 70-1/2, whichever is earlier. (See Applying for Benefits, below, for options after turning 70-1/2.) Your pension will be calculated under the Plan as in effect when you retire based upon your Credited Service at that time.

- **Disability Retirement.** If you leave employment with an Employer that is currently required to contribute to the Plan on your behalf due to disability as determined by the Trustees, with at least 10 years of Vesting Service, you can receive a Disability Pension. See Disability Retirement, below, for more information.

- **Terminated Vested.** If you terminate employment with an Employer with at least five years of Vesting Service but before any of the above types of retirement apply, unreduced benefits can begin at age 65. If you have at least 10 years of Vesting Service, reduced benefits can begin at age 55. If payments start before 65, generally they will be reduced more than if you were eligible for Earlier Retirement at the time of your termination of employment with an Employer.

Latest Date for Payments to Begin. If your employment with an Employer has terminated, pension payments must start by the April 1 following the calendar year in which you reach age 70 1/2 or IRS penalties may apply. **Please keep us informed of changes in your address and apply for benefits so that payments can begin on time.**

IF YOU ARE NOT VESTED - FORFEITURE

If you are not vested when you terminate employment, and you are not reemployed by an Employer in the industry before you lose your prior service (see Break in Service, above), you will not receive any benefits from the Plan. This could also happen even if you do not terminate employment but you work fewer than 500 hours for too many years.

Note about non-covered service: If you have any service with your Employer that is immediately before or after your service as a member of the bargaining unit, for example because you transfer to a non-union position with your Employer, you might be eligible to receive additional Vesting Service (but not Credited Service). In addition, if a reciprocity agreement applies to you, the Plan might recognize certain service while you were a member of another union or participating in a different plan. However, non-covered service can be recognized by the Plan only if you inform the Fund Office of that service. **If you are not vested and you think this might apply to you, please contact the Fund Office.**

SECTION 5
Amount Of Pension

BENEFIT RATES

Your pension is determined by multiplying the benefit rate(s) applicable to you times your years of Credited Service. The resulting amount is the benefit payable at your Normal Retirement Date in the form of a Single Life Annuity. (See Sections 7-9 for information about this and other forms of payment.)

The **benefit rate** and contribution rates may change due to future negotiations in subsequent collective bargaining agreements. Earnings on fund investments also play a role. Sometimes benefit rate changes apply to all Credited Service but sometimes earlier benefit rates continue to apply to earlier Credited Service. Also, any new rate might not apply to you unless you have at least 500 Hours of Service during the Plan Year in which the change takes effect. (Benefits that you have already accrued are preserved when the Plan changes.) In addition, the benefit rate is different for full-time and part-time Members (see below). So, more than one benefit rate might apply to you. The various benefit rate(s) applicable to you are determined when you terminate employment with an Employer required to contribute to the Plan on your behalf.

For active Members retiring on or after May 1, 2002, the **full-time** benefit rate is $45.00. The **part-time** benefit rate is generally half the full-time benefit rate, or $22.50. However, for new Members hired after April 16, 2005 (and for rehired Members who lost their pre-April 16, 2005 service, see Break in Service, above), the part-time benefit rate depends upon the contribution rate negotiated for part-time employees. That rate is currently one-third of the full-time rate, or $15.00. Ask the Fund Office for the benefit rates that apply to you, particularly if you worked part time.

NORMAL, UNREDUCED EARLIER, 30 AND OUT, OR 30 YEAR / AGE 55 RETIREMENT PENSIONS

If you are eligible for a Normal, Unreduced Earlier, 30 and Out, or 30 Year / Age 55 Retirement as described above, your Pension is based upon the benefit rate(s) applicable to you, and your Credited Service, when you leave employment with an Employer required to contribute to the Plan on your behalf.

Example of Unreduced Earlier Retirement Pension. Suppose you started working full-time for an Employer at age 35 and retired on June 1, 2006 at age 62 with 27 years of full-time Credited Service. Your Normal Retirement Pension could be $1,215 per month ($45 x 27 years of full-time Credited Service) payable in the form of a Single Life. In this example, monthly payments would be less if you:

- started receiving payments before age 62,
- receive benefits under any form of payment other than a Single Life Annuity,
- worked part-time for some or all of your years of Credited Service, or
- were absent from work or changed Employers or your Employer went out of business during that time.

EARLIER RETIREMENT PENSION

If you are eligible for Earlier Retirement as described above, your Pension is based upon the benefit rate(s) applicable to you, and your Credited Service, when you leave employment with an Employer that is required to contribute to the Plan on your behalf, due to Earlier Retirement. If you delay the start of your payments until age 62, your monthly benefit is not reduced for early start of payment.

Reduction If Payments Start Before 62. If payments start before age 62, your monthly benefit is reduced because benefits are payable over a longer period. The amount you would have received at age 62 is reduced using factors specified in the Plan. The reduction factors are based upon your age when benefit payments begin. The table below shows the percentage reduction for payments starting at various ages, from which you can estimate what the reduction would be. (If you retire between birthdays, the reduction will be prorated between the percentages shown in the following table.)

EARLIER RETIREMENT REDUCTION FACTORS

Age At Earlier Retirement	Percentage of Normal Retirement Pension Payable
62	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

Example of Earlier Retirement Pension. For example, suppose you started working full-time for an Employer at age 35 and retired on June 1, 2006 at age 60 with 25 years of Credited Service. Your Normal Retirement Pension could be $1,125 per month ($45 x 25 years of Credited Service). Because you are entitled to 88% of this amount at age 60 (as shown in the above table), your pension could be $990 per month payable in the form of a Single Life Annuity. (See Section 7 for other forms of payment that may apply instead.)

TERMINATED VESTED PENSION

If you terminate employment with an Employer after completing at least five years of Vesting Service, your Pension is based upon the benefit rate(s) applicable to you, and your Credited Service, when you leave employment with an Employer that is required to contribute to the Plan on your behalf. If you delay the start of your payments until age 65, your monthly benefit is not reduced for early start of payment.

Note: If you terminated employment with an Employer on or before December 31, 1997 (and you were vested under the Plan at that time), your benefit is unreduced at age 62. The Earlier Retirement Reduction Factors in the table above apply to you, not the Terminated Vested Reduction Factors in the table below.

Reduction If Payments Start Before 65. If payments start before age 65, your monthly benefit is reduced because benefits are payable over a longer period. The amount you would have received at age 65 is reduced using factors specified in the Plan. The reduction factors are based upon your age when benefit payments begin. The table below shows the percentage reduction for payments starting at various ages, from which you can estimate what the reduction would be. (If you retire between birthdays, the reduction will be prorated between the percentages shown below.)

TERMINATED VESTED REDUCTION FACTORS FOR START OF PAYMENTS BEFORE AGE 65

Applicable After December 31, 1997

Age When Payments Begin	Percentage of Normal Retirement Pension Payable
65	100.000%
64	90.426%
63	81.947%
62	74.417%
61	67.710%
60	61.720%
59	56.357%
58	51.540%
57	47.205%
56	43.294%
55	39.758%

This benefit will not be less than the amount accrued as of December 31, 1997, based upon the reduction percentages shown for Earlier Retirement in the section above.

Example of Early Terminated Vested Retirement Pension. For example, suppose you started working full-time for an Employer at age 25 and terminate covered employment with an Employer on June 1, 2006 at age 50 with 25 years of Credited Service. Your Normal Retirement Pension could be $1,125 per month ($45 x 25 years of Credited Service). At age 60, you could be entitled to 61.720% of this amount (as shown in the above table), so your pension could be $694.35 per month payable in the form of a Single Life Annuity. (See Section 7 for other forms of payment that may apply instead.)

SECTION 6
Disability Retirement

Eligibility for Disability Retirement. You may be eligible to receive a Disability Pension if you are not eligible for a Normal Retirement Pension and, while you are a Member employed by an Employer that is currently required to contribute to the Plan on your behalf, you:

- have completed at least 10 years of Vesting Service and are at least age 50 when you become totally and permanently disabled, or
- have at least 20 years of Vesting Service and reach age 50 while on approved leave of absence (as defined in the collective bargaining agreement) for a total and permanent disability.

The Trustees will determine whether you are totally and permanently disabled and will consider, among other factors, a Social Security disability determination as evidence of a disability.

Limited Extra Vesting Service. If you meet all of the criteria to qualify for a Disability Pension except 10 years of Vesting Service, you could receive up to one additional year of Vesting Service in a limited situation. This applies to a workers' compensation absence related to your total disability. If you think this may apply to you, ask the Fund Office.

Amount of Disability Pension. The monthly amount of your Disability Pension will equal the pension which you have earned up to your date of disability, based upon the Plan in effect and your Credited Service when you became totally and permanently disabled, unreduced for early start of payment. It is important to note that you receive no further Vesting Service or Credited Service while you are receiving a Disability Pension.

Form of Disability Pension. If you are **not married** on the date benefits begin, your Disability Pension will be payable in the form of a Single Life Annuity. If you **are married** on the date benefits begin, your Disability Pension will be payable in the form of a Joint and 50% Survivor Annuity or, if you choose, a Joint and 75% Survivor Annuity, unless you and your spouse elect a Single Life Annuity. No other optional forms of payment are allowed. (See later in this booklet for information about these forms of payment and spousal consent.)

Start of Disability Pension – When to Apply. If you are eligible, a Disability Pension will begin as of the first day of the month on or after the date your Social Security disability benefits start, provided that you have made timely application to the Trustees. (Currently, Social Security disability benefits normally start as of the first day of the month after the fifth consecutive month of total and permanent disability.) You should apply for the Plan's Disability Pension at the same time you apply for Social Security disability benefits. Your Disability Pension cannot be paid retroactively for more than one year. So, if you apply to the Trustees more than one year after you receive notification of your Social Security disability benefits, you will lose benefits under the Plan.

Length of Disability Pension. A Disability Pension is payable for as long as you are totally and permanently disabled. The pension ends if you recover or die (although surviving spouse benefits might apply). The Trustees may require you to submit to a medical examination from time to time to verify that you remain disabled and eligible for benefits. You may be entitled to benefits under other provisions of the Plan when your Disability Pension ends. **Check with the Fund Office.**

SECTION 7
Forms of Payment

HOW RETIREMENT BENEFITS ARE PAID

Your retirement benefit will be paid under one of the available forms of payment listed below. An "**annuity**" means monthly payments for life.

- Single Life Annuity (Standard Form for Unmarried)
- Joint and 50% Survivor Annuity (Standard Form for Married)
- Joint and 75% Survivor Annuity (Optional Form for Married) (new for benefits beginning on or after January 1, 2009)
- Joint and 100% Survivor Annuity (Optional Form for Married)
- Life Annuity with Certain Period Guaranteed (for example, 120 Months Guaranteed) (Optional Form)

Note that if the present value of your benefit is $5,000 or less, the only form of payment is a single cash payment; no other form of payment is available, and spousal consent is not required.

STANDARD RETIREMENT PENSIONS

Unless you elect an optional form of payment (with your spouse's consent, if applicable), a Standard Retirement Pension will be paid. If you are **not married**, the Standard Retirement Pension is a Single Life Annuity. If you **are married**, the Standard Retirement Pension is a Joint and 50% Survivor Annuity.

Single Life Annuity. Monthly benefits are payable to you for life. No benefits will be paid to anyone after your death.

Joint and 50% Survivor Annuity. Reduced monthly benefits are payable to you for life. After your death, 50% of that reduced monthly amount will be paid to your surviving spouse for life. If you are married, this form automatically applies unless you choose a different form with your spouse's consent (as described below).

Note: If payments begin in any of the Joint and Survivor Annuity forms and your spouse dies before you, you continue to receive the same monthly benefits and no benefits will be paid after your death, even if you later remarry.

OPTIONAL FORMS OF PENSION

Joint and 75% Survivor Option (new as of January 1, 2009). Under this option, reduced monthly benefits are payable to you for life. After your death, your spouse will receive each month, for life, 75% of reduced monthly amount you were receiving. The reduction in your benefit is greater than it would have been under the Joint and 50% Survivor Annuity, and less than it would have been under the Joint and 100% Survivor Annuity. (See below for Joint and 100% Survivor Annuity.) This new option is available for benefits beginning on or after January 1, 2009. (Benefits already in pay status cannot be switched to this option.)

Advance Notice or Evidence of Good Health Required. You may elect one of the other optional forms below (subject to the spousal consent rules, if applicable) only if:

- you notify the Fund Office of your choice of an optional form at least one year before the date payments are due to begin, or
- you provide evidence of your good health from a licensed medical practitioner satisfactory to the Trustees with your benefit election.

Joint and 100% Survivor Option. Under this option, reduced monthly benefits are payable to you for life. After your death, your spouse will receive, for life, the same reduced monthly amount you were receiving. With this option your monthly benefits will be less than under the Joint and 50% Survivor Annuity.

Life Annuity with Certain Period Guaranteed. Under this option, reduced monthly benefits are payable to you for life. If you die before receiving a certain number of monthly payments guaranteed (as you choose, for example, 120 months), the remainder will be paid to your beneficiary so that the total number of monthly payments made to you and your beneficiary equals the guaranteed number (for example, 120). If you live beyond the guaranteed period, payments will continue to you for life but no benefits will be paid to anyone after your death.

- **Minimum Guarantee Period.** The minimum payment period under this option is 120 months, unless your life expectancy is less than 120 months.
- **Beneficiary**. You can change your beneficiary at any time, even after payments begin (subject to the spousal consent rules, if applicable). If your beneficiary dies before the end of the guarantee period, you can name a new beneficiary. If both you and your named beneficiary die before the end of the guarantee period, the remainder of the payments will be made in a lump sum to the estate of the last to die. If there is no estate, payment will be made to the next of kin of the last to die, in the following order of priority: spouse, children, parents, grandchildren, or siblings.

Small Pensions – Lump Sum Only. Lump sum payouts are automatic — not an option — if the actuarial value of your benefit at retirement is $5,000 or less.

Taxes and Rollover. If you receive a lump sum distribution, 20% of the payment will be withheld automatically for federal income taxes. You can avoid the mandatory 20% withholding by electing a direct rollover from the Plan to your individual retirement account (IRA). We strongly recommend that you consult with your financial planner, or professional tax advisor, regarding the tax consequences and how they will affect you.

SECTION 8
Cost Of Post-Retirement Survivor Coverage

Survivor Coverage Reduces Your Monthly Pension. If your form of payment gives extra protection for your surviving spouse or other beneficiary after your death, the amount of your monthly pension is reduced. That is, your monthly benefit will be less than the monthly amount provided under the Single Life Annuity. The reduction is because monthly benefits are payable over two lives instead of just one, or because benefits are payable for a guaranteed period. The amount of the reduction depends upon factors such as age and the amount of the survivor protection. Larger survivor benefits reduce your monthly pension more.

Cost of Joint and Survivor Annuities. If benefits are payable to your surviving spouse after your death, first your benefit is determined under the Single Life Annuity. Then, that monthly amount is converted to an actuarial equivalent benefit, based on your age and the age of your spouse at the time benefits begin. If your spouse is younger, the amount of the reduction is greater.

For example, the following chart shows estimates of what a Member and surviving spouse (at various ages) could receive under the Joint and 50% Survivor Annuity, the Joint and 75% Survivor Annuity, or the Joint and 100% Survivor Annuity, if the Member's vested benefit under the Single Life Annuity were $500 per month at age 62. This example assumes that the Member is eligible for an Unreduced Earlier Retirement Pension.

EXAMPLES OF JOINT AND SURVIVOR ANNUITY AMOUNTS IF SINGLE LIFE ANNUITY WERE $500 PER MONTH AT AGE 62

		Joint & 50% Survivor Annuity		Joint & 75% Survivor Annuity		Joint & 100% Survivor Annuity	
Member's Age	Spouse's Age	Member's Monthly Benefit	Spouse's Monthly Benefit	Member's Monthly Benefit	Spouse's Monthly Benefit	Member's Monthly Benefit	Spouse's Monthly Benefit
62	65	$472.04	$236.02	$459.20	$344.40	$447.05	$447.05
62	62	$466.92	$233.46	$451.97	$338.98	$437.95	$437.95
62	60	$463.40	$231.70	$447.03	$335.27	$431.79	$431.79
62	58	$459.85	$229.93	$442.11	$331.58	$425.68	$425.68
62	56	$456.35	$228.18	$437.26	$327.95	$419.70	$419.70

Cost of Life Annuity with Certain Period Guaranteed. If benefits are guaranteed for a minimum period (for example, 120 months), first your benefit is determined under the Single Life Annuity. Then, that monthly amount is converted to an actuarial equivalent benefit, based on your age, but not the age of your beneficiary, at the time benefits begin. If you are younger when payments begin, the amount of the reduction is smaller.

For example, the following chart shows estimates of what Members could receive under the Single Life Annuity or the Life Annuity with 120 Months Guaranteed, if benefits under the Single Life Annuity were $500 per month at age 62. This example assumes that the Members are eligible for Normal, Unreduced Earlier, or Earlier Retirement (as applicable), they immediately begin receiving benefits at the age indicated, and they all have the same benefit rate and Credited Service.

Note: This example shows not only the difference due to the form of payment, but also the difference due to the time of payment because it includes the reduction for earlier start of payments.

EXAMPLES OF SINGLE LIFE ANNUITY AND LIFE ANNUITY WITH 120 MONTHS GUARANTEED

Member's Age	Monthly Benefit Under Life Annuity with 60 Months Guaranteed	Monthly Benefit Under Life Annuity with 120 Months Guaranteed
65	$500.00	$476.04
62	$500.00	$483.63
60	$440.00	$429.12
58	$380.00	$372.98
56	$320.00	$315.59

SECTION 9
Spousal Consent

If Married, Spousal Consent Requirement. If you are married on the date your pension payments are to begin, you cannot choose a form of payment other than one of the Joint and Survivor Annuities, or name a beneficiary other than your spouse, without your spouse's consent.

Note: You cannot waive lifetime survivor benefits for your spouse without your spouse's written consent. Your spouse's consent must be witnessed by a Plan representative or a notary public.

If Not Married, Certification of Marital Status. If you are not married or cannot locate your spouse, you must certify that fact on an election form available from the Fund Office in writing and notarized or witnessed by a Plan representative. (The Plan may require additional documentation in some cases.)

Waiving the Surviving Spouse Benefit. You may waive the Joint and 50% Survivor Annuity at any time during the 180-day period before your benefits are due to begin. Both you and your spouse must complete an election form available from the Fund Office. Your spouse's consent must acknowledge that the effect is to take away your spouse's lifetime survivor benefits. Your spouse's consent must be in writing and notarized or witnessed by a Plan representative. If you elect a form of payment that has survivor benefits and you name a beneficiary other than your spouse, your spouse must also consent to the beneficiary you name.

Changing Your Election. You can make changes only before payments begin. You cannot change your election unless your spouse again consents. You may cancel your waiver of the surviving spouse benefit, but your spouse cannot revoke her consent to an optional form of payment unless you change your election. See later for rules about divorce and remarriage.

SECTION 10
Divorce and QDROs

Qualified Domestic Relations Orders. The Plan will honor any "qualified" domestic relations order ("QDRO") directed to the Plan. A **QDRO** is issued by a State court and must be approved by the Fund Office. It may require your pension to be used to satisfy child support, alimony, or settlement of marital property rights. A QDRO could require the Plan to pay all or part of your pension to an alternate payee. An "**alternate payee**" is usually your former spouse. A QDRO will result in a reduction of your benefits, and may reduce survivor benefits for any new spouse if you later remarry.

Requirements for QDROs. There are requirements that a domestic relations order must meet to be "qualified." For example, a domestic relations order cannot provide benefits to an alternate payee in a form or amount or at a time not otherwise provided under the Plan. The Fund Office decides whether an order is "qualified." A copy of the Plan's QDRO procedures is available from the Fund Office upon request.

Model QDRO. For convenience, the Plan has a model QDRO that meets federal and Plan requirements in most circumstances. The model QDRO provides only the most common and easy-to-understand option for dividing pensions. You should be aware that other types of QDROs are available that might better suit your situation. Consult your lawyer for more information. **A <u>draft</u> of any QDRO (even if it follows the Plan's model QDRO) should be sent to the Fund Office before it is filed in court to assure that it will qualify.**

Effect of Divorce on Benefits. If you are divorced before your payments begin, your former spouse will not be treated as your surviving spouse for Plan purposes, unless a QDRO provides otherwise. If you become divorced **after** your payments begin, the form of payment cannot change. For example, if you were receiving a Joint and 50% Survivor Annuity with your former spouse, the survivor benefit would still be payable to your former spouse after your death (unless a QDRO provides otherwise), even if you are remarried to a different spouse at the time of your death.

SECTION 11
Death Benefits

Pre-Retirement Surviving Spouse Benefits. If you are vested and you die before pension payments begin, your surviving spouse is automatically protected by a Pre-Retirement Survivor Annuity, at no extra cost to you or your spouse for this coverage (that is, your benefit is not further reduced to provide this pre-retirement protection). *Your surviving spouse is **eligible** for this benefit only if you were married to each other throughout the one-year period immediately before your death.* If eligible, your spouse will receive the 50% survivor benefit payable under the Joint and 50% Survivor Annuity, reduced for the cost of post-retirement survivor coverage and for early start of payments, if applicable. This benefit applies even if you are not employed by an Employer at the time of your death. If you are married, you cannot waive this benefit or elect a different beneficiary.

When Spouse's Benefit Payments Can Begin. Benefit payments to your eligible surviving spouse may start as of the first of the month after whichever is later, the date of your death, or the date you would have been eligible to begin receiving benefit payments (or any month after that until what would have been your Normal Retirement Date). If payments begin early, they will be reduced in the same manner as your payments would have been, based upon the type of pension for which you were eligible.

For example, if you have 15 years of Credited Service and die at age 45, your spouse's monthly benefit would be 50% of your monthly benefit, based on your 15 years of Credited Service times the benefit rate(s) applicable to you, reduced for cost of Joint and 50% Survivor Annuity coverage. Payments can start 10 years later, when you would have reached age 55, and they would be reduced for Earlier Retirement. If payments start when you would have reached your Normal Retirement Date, they would be unreduced.

Several other general reminders:

- The rights of a previous spouse under a qualified domestic relations order may reduce or eliminate pre-retirement death benefits for the person to whom you are married at the time you die.
- Your widow or widower must notify the Fund Office of your death and provide whatever documents are needed, in addition to the formal application for benefits, before any survivor benefits will be paid.

No Other Pre-Retirement Death Benefits. If you die before payments begin and you were not married, or you were married for less than one year prior to your death, no death benefits will be paid from the Plan.

Post-Retirement Death Benefits. Any post-retirement benefits are payable according to the form of payment in effect at the time of your death, as described earlier in this booklet.

SECTION 12
Reemployment And Suspension Of Benefits

REEMPLOYMENT – REPAYMENT OF PRIOR LUMP SUM DISTRIBUTION

Total Lump Sum Distribution. If you received your entire vested accrued benefit as a lump sum distribution, and you are later reemployed by an Employer, you will not be granted any pre-retirement Credited Service unless you repay to the Plan the full amount of your distribution plus interest, as required by the Plan, within the Plan's time limit (generally, five years). If you make timely repayment, your accrued benefit will be restored, and any later benefit increases will apply to all your Credited Service (as applicable under the Plan).

Partial Lump Sum Distribution. If you received a portion of your vested accrued benefit (attributable to pre-1998 Credited Service) as a lump sum distribution, and you are later reemployed by an Employer, your prior accrued benefit will be restored. However, your later benefits will be reduced by the value of the prior distribution, unless you repay to the Plan the full amount of the distribution plus interest, as required by the Plan, within the Plan's time limit (generally, five years). Whether or not you repay your prior distribution, any later benefit increases will apply to all your Credited Service (as applicable under the Plan).

SUSPENSION OF BENEFITS FOR WORKING AFTER RETIREMENT DATE

Your pension payments may be suspended if you:

- Continue to work for an Employer after your Normal Retirement Date, or
- Retire, begin to receive benefits, and are later employed or reemployed by an Employer while receiving benefits.

In either case, benefit payments will be suspended for each month in which you complete 40 or more Hours of Service or work on eight or more days in covered employment. Suspension also applies to employment with a Frozen Employer if your employment is covered by a collective bargaining agreement between your Employer and the Union. See Required Beginning Date, below for an exception to this rule.

Benefits will resume or begin no later than the third calendar month following the month in which you cease employment with an Employer. If the Plan mistakenly paid you benefits for any month in which benefits should have been suspended, the Plan may reduce your later benefit payments to recover amounts erroneously paid out. The deduction from any payment for this purpose cannot be greater than 25% of your monthly benefit payment.

If you are considering working after age 65 or become reemployed while receiving benefits, be sure to contact the Fund Office for information on how your benefits will be affected.

SECTION 13
Applying For Benefits

Application Form. To receive a pension, you must complete and return the application form available from the Fund Office, and supply all additional documents and information that the Fund Office may request.

Documents to Provide with Application Form. When you apply for benefits, you will need to supply copies of certain documents so that the Fund Office can calculate benefits correctly, including:

- your birth certificate or other evidence of your date of birth acceptable to the Fund Office.

If you **are married**,

- spouse's birth certificate or other evidence of your spouse's date of birth acceptable to the Fund Office; and
- marriage certificate or other evidence of your marriage.

If you **were married** at any time while you were a Member of the Plan,

- if you are divorced, a copy of your judgment of divorce and any attachments applicable to pensions, and any qualified domestic relations order ("QDRO") that divides your benefits with your former spouse, or
- if your spouse has died, your spouse's death certificate.

If you served in the military at any time after you became a Member, please supply evidence of your military service. In addition, if you have other employment records, such as those indicating contiguous non-covered service or reciprocity service, please provide a copy to the Fund Office.

When to Apply – No Retroactive Payments. You should apply within 180 days before payments are due to begin. To prevent any delay in the issuance of your first pension check, you should apply as early as you can before you wish to retire. If you apply too late, pension payments will be delayed until your application has been processed and approved. The Plan generally cannot make retroactive payments; benefits are calculated as of the date payments begin. Therefore, you should file your application no later than one month before your planned date of retirement. There are special application rules for a Disability Pension (see that section).

Early Notice or Evidence of Good Health Required for Most Optional Forms. Please note that most optional forms require you to either notify the Fund Office a year in advance, or supply evidence of your good health satisfactory to the Fund Office with your benefit election.

Application After Unreduced Earlier Retirement. An Unreduced Earlier Retirement Pension will not be adjusted to reflect any delay in your application, nor will any retroactive benefits be paid for the period from age 62 to age 65. This means that if you apply late for Unreduced Earlier Retirement, you forfeit benefits that you could have received but did not because you did not apply in a timely manner.

Application After 65. If payments begin after age 65, you will not receive retroactive payments but the amount of your monthly payments will be calculated as follows. If you are working for an Employer after age 65, generally your benefits are suspended but you continue to receive Credited Service. If you are working for an Employer after April 1 of the year following the year in which you reach age 70 1/2, you receive Credited Service and your benefit is adjusted as described under "Required Beginning Date," below. If you are no longer working for an Employer, your monthly payment will be increased for the applicable period after age 65 to make up for the value of missed payments.

Note: If you do not apply to begin receiving your pension payments on your Normal Retirement Date, you will be deemed to have elected to defer your pension payments and your pension amount will be actuarially adjusted.

Changing Your Application. You may change your application any time before payment begins by completing a new application form, subject to the spousal consent rules if you are married. You cannot change your election after pension payments start.

When Payments Begin. Your pension payments will be effective as of the first of the month following the month in which you satisfy all of the eligibility requirements, including filing a complete application.

Required Beginning Date. You are required to start receiving benefits under the Plan no later than your Required Beginning Date.

- If you are still working after age 70-1/2, your Required Beginning Date is April 1 after the calendar year in which your employment with all Employers terminates. If you continue to be employed after April 1 following the calendar year in which you reach age 70 1/2, you may elect to begin receiving benefit payments while you remain employed by an Employer (and the suspension of benefits rules do not apply). If you elect to begin receiving benefits while employed by an Employer, you will continue to receive Credited Service (if applicable) and your pension payments will be reviewed for possible adjustment each January 1st for the additional accruals less any payments already received. Your benefit cannot be reduced below the amount you were receiving in a prior year. If you do not elect to begin receiving benefits while employed by an Employer, your benefit will be increased for the applicable period to make up for the value of the missed payments, but the additional accruals due to your continued employment, if any, will be offset against the increase for the delayed payment.
- If you are no longer employed by an Employer, although your pension payments should begin on the first day of the month after your Normal Retirement Date, your Required Beginning Date is April 1 after the calendar year in which you reach age 70 1/2. This means that your pension payments must start by that date or IRS penalties may apply. Please keep us informed of changes in your address and apply for benefits so that payments can begin on time.

Pre-Retirement Planning. Local 1262's Pre-Retirement Program holds counseling sessions periodically. For the dates and locations of the sessions, read Local 1262's Banner or call your Business Representative at 973-777-3700 to arrange to join a session in your area. Each session of the Pre-Retirement Program is designed to help prepare prospective retirees for their retirement years by providing updated information on topics ranging from management of retirement income to the constructive use of leisure time.

SECTION 14
Claims Procedure

Event	Claims Procedure
Filing of Your Initial Application (or Claim)	**Initial Application:** To receive benefits from the Plan, you must file a written application with the Fund Office on an application form provided by the Fund Office. **Claim:** If you believe you are entitled to a Plan benefit that differs from the benefit determined for you by the Fund Office, you must file a written claim with the Fund Office. See the end of this booklet for the address and telephone number of the Fund Office.

Event	Claims Procedure
Review of Your Initial Application (or Claim)	The Fund Office will review your initial written application (or your written claim) within 90 days (45 days for a disability claim) of the date the Fund Office receives that application (or claim), unless the Fund Office determines that special circumstances require an extension of up to 90 additional days (or up to 2 additional 30-day extensions for a disability claim). If an extension is due to your failure to submit necessary information related to a determination of disability, the "clock stops running" on the period of time the Plan has to decide the claim until the Plan receives that information, or (if earlier) until the period of time you have been given to provide the information has expired. You will have at least 45 days to provide requested information regarding a disability. The Fund Office will let you know if (and why) it needs an extension by providing you with a written notice before the end of the period that is being extended.
Your Initial Application (or Claim) is Denied	If the Fund Office denies your initial application or makes an adverse determination on your written claim, the Fund Office will provide you with a written statement that contains the following information: ▪ Specific reason(s) for the denial or adverse determination. ▪ Reference to the Plan provision(s) on which the denial or adverse determination was based. ▪ A description of additional information needed to complete your application or claim, if applicable, and why that information is necessary. ▪ A description of the Plan's review procedures and time limits applicable to those procedures, including your right to bring a civil action under ERISA 502(a) following a denial or an adverse benefit determination on appeal. ▪ An offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits (including a statement of policy or guidance concerning a disability claim).
Filing of Your Written Appeal	If your initial application is denied or your claim is determined adversely, you must appeal this denial or adverse determination in writing to the Trustees, within 60 days (180 days for a disability claim) following the date that you receive your initial written denial or adverse determination from the Fund Office. In preparing for your appeal, you or your authorized representative may, upon request, review documents, records, and other information relevant to the claim. You may submit written comments, documents, records, and other information relating to the claim. You may also request that a hearing be held to consider your claim and that you be permitted to attend such hearing with the legal counsel or other representation of your choice. See the end of this booklet for the address and telephone number of the Trustees.

Event	Claims Procedure
Review of Your Written Appeal	The Trustees will review your written appeal no later than the date of the next regularly-scheduled meeting of the Trustees after the Trustees receive your appeal, unless your appeal is received within 30 days before that next meeting. In that case, a decision will generally be made at the second regularly-scheduled meeting after the Trustees receive your appeal. If special circumstances require a further extension of time, the Trustees will decide no later than the third meeting of the Trustees after the Trustees receive your appeal. Written notice of the extension will be furnished to you before the extension. The Trustees' review of your appeal will take into account all comments, documents, records, and other information you submit, without regard to whether that information was submitted or considered in the initial benefit determination. If medical judgment is required to determine a disability claim, the Trustees will consult with (and provide for identification of) a health care professional who did not consult (and is not subordinate to the professional who did consult) on the initial adverse determination. With respect to a disability claim, no deference will be afforded to the initial adverse determination and vocational experts consulted will be identified.
If Your Written Appeal is Wholly or Partially Denied	If the Trustees deny or make an adverse determination on your appeal, the Fund Office will provide you with a written statement that contains the following information: ▪ Specific reason(s) for the denial or adverse determination. ▪ Reference to the Plan provision(s) on which the denial or adverse determination was based. ▪ A statement regarding your right to bring a civil action under ERISA 502(a). ▪ Offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits (including a statement of policy or guidance concerning a disability claim and the identity of any medical or vocational expert whose advice was obtained in connection with a disability claim).
Arbitration	If you are dissatisfied with the Trustees' written decision, you have the right to appeal the matter to arbitration in accordance with the rules of the American Arbitration Association. If you request such an arbitration, it must be in writing within 60 days after you receive the Trustees' written decision. If you elect to arbitrate a dispute, you will be required to share the cost of such arbitration equally with the Fund. The Arbitrator will decide whether the Trustees were in error upon an issue of law; acted arbitrarily or capriciously in the exercise of its discretion; or made findings of fact that were not supported by substantial evidence.

When deciding claims, the Trustees are using their full discretionary authority to administer and interpret the Plan and to determine eligibility for participation and for benefits under the terms of the Plan.

This claims procedure applies to you and your surviving spouse or beneficiary. If you need any assistance with this procedure, contact the Fund Office. **If you wish to preserve any rights you may have to benefits from the Plan, you must follow this claims procedure within the deadlines as described above.** You must exhaust this claims procedure before you file for any arbitration or lawsuit. If you challenge the Trustees' 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 described above.

SECTION 15
Other Important Facts

Notify Us of Changes in Address or Marital Status. Your benefit cannot be paid if you cannot be located. If your address (or your beneficiary's address) changes, or if your marital status changes, please notify the Trustees.

Social Security Benefits. Your pension benefits under the Plan are in addition to and supplement your Social Security benefits. There is a Social Security field office in most cities in the United States. You should go to your nearest Social Security field office to apply for any Social Security Benefits to which you may be entitled.

Assignment of Benefits. Your pension may not be transferred or assigned, or used as security for a loan. Generally, your pension payments under the Plan will be made directly to you (or to your spouse or other beneficiary after your death) and cannot be made to any other person (except for to an alternate payee under a qualified domestic relations order, as described earlier in this booklet).

SECTION 16
Loss Of Benefits

Under certain circumstances, your benefits may be lost, reduced or suspended. The principal way in which you may lose benefits is due to a Break in Service. Other sections of this booklet describe those and other limitations on benefits. Additional circumstances under which your benefits may be lost, reduced or suspended may include the following:

- **Not Vested.** If your employment terminates before you are vested and you do not return to employment with an Employer, or you return more than five years later, you permanently lose your prior Vesting Service and Credited Service.
- **Lump Sum.** If you terminated employment and received a lump sum distribution of your benefit, and you later return to employment with an Employer but do not repay that distribution (plus interest) to the Plan, your pension will be lower.
- **Application.** Benefits cannot be paid if you fail to make proper application for benefits or fail to provide necessary information.
- **Restriction on Optional Forms.** If you do not notify the Fund Office in time, or if you cannot give evidence of your good health, you may be unable to elect an optional form of payment.
- **No Retroactive Payments.** Unreduced Earlier Retirement benefits, Earlier Retirement benefits, and early start of Terminated Vested benefits cannot be paid until you complete a timely application. You will not receive retroactive payments and you will forfeit any benefits for which you might have been eligible had you applied earlier.
- **Late Application for Disability.** Disability Retirement benefits cannot be paid until you complete

a timely application. You will not receive retroactive payments for more than one year. You will forfeit any benefits for which you might have been eligible had you applied earlier.

- **Pre-Retirement Death Benefits Limited.** If your death occurs before you retire, no pension will be paid if you were unmarried or married for less than one year at the time of your death.
- **Suspension of Benefits.** Benefits are suspended due to periods of reemployment after benefits have begun or you continue to work past your Normal Retirement Date.
- **Benefits Cannot Change After Payments Begin.** Under the Joint and Survivor Annuity forms of payment, your benefits will be reduced to provide for payments to your surviving spouse after your death. If your surviving spouse dies before you do, your benefits remain the same and no payments will be made after your death, even if you remarry. If you become divorced, unless a qualified domestic relations order provides otherwise, your former spouse will continue to receive the survivor benefit, even if you are remarried to a different spouse when you die.
- **No Survivor Benefits After Guarantee Period.** If you begin receiving monthly payments in the form of a Life Annuity with Certain Period Guaranteed, and you die after the end of the guarantee period, no benefits will be paid after your death, even if you are married at that time.
- **Early Termination of Employment Means Smaller Benefit.** If you retire or otherwise terminate employment before you reach your Normal Retirement Date, your benefit will only take into account your Credited Service at the time of your termination from employment.
- **Reduction for Early Start of Payment.** If you are not eligible for unreduced benefits, and your benefits start early, your monthly benefit payments will be reduced because they are payable over a longer time.
- **Change of Address.** If the Plan cannot locate you or your beneficiary, the Plan cannot pay benefits to you or your beneficiary. Please keep the Fund Office informed of any changes in your and your beneficiary's addresses.
- **Taxes and Withholding.** Benefits are reduced by any taxes the Plan is required to withhold under federal and state laws.
- **QDRO.** All or a portion of your benefit could be directed to be paid to your alternate payee (usually your former spouse) under a qualified domestic relations order.
- **Failure to Follow Claims Procedure.** If you fail to make a timely appeal of a denied claim, those benefits will not be paid.
- **Mistakes and Recoupment.** 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. In addition, the Plan has the right to recover any mistaken payment, overpayment, or any payment made to any individual who was not eligible for that payment. Any such overpayment creates a lien by agreement. The Plan, or the Fund Office, may withhold or offset future pension payments, sue to recover such amounts, or may use any other lawful remedy to recoup any such amounts.
- **Underfunding.** If the Trust Fund created to provide benefits is underfunded, benefits are not covered by insurance, other than from the Pension Benefit Guaranty Corporation (the "PBGC"), a federal agency described below. Also, under certain provisions of ERISA, the PBGC can "recapture" certain benefit payments that have been made under a plan if the plan is terminated or becomes insolvent.
- **Plan Termination.** If the Plan is terminated, benefits payable under the Plan are limited to those that can be provided by the assets of the trust fund and those that are guaranteed by the PBGC. You will lose your benefits if your employment with an Employer ends before you are vested and the Plan is later terminated.
- **Federal Limits and Liens.** Benefits may also be reduced or lost due to limitations under the Internal Revenue Code, ERISA, and other federal law; the imposition of income, penalty and excise taxes or a tax lien; or a judgment or settlement agreement that requires you to make payments to the Plan.
- **Other.** Other circumstances that we have not anticipated may also arise which may result in a reduction or loss of benefits.

SECTION 17

Statements Required By Government Regulation

Regulations of the U.S. government require that this summary plan description include the statements that appear below. Neither the Employers, nor the Union, nor the Trustees, nor the Fund Office, can take any responsibility for the accuracy or completeness of these statements. These statements are made to you by the federal government, not by the Plan. As permitted by the regulations, portions of the statements that are not applicable to the Plan have been omitted and outdated information has been updated.

PBGC STATEMENT

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

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

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

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

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington, DC 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.

ERISA RIGHTS STATEMENT

As a participant in the 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 will be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements,

and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.

- 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.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age [generally 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 earn such a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

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

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

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, 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 NW, Washington, DC 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.

SECTION 18
Facts About The Plan

Name of Plan:
UFCW Local 1262 and Employers Pension Plan

Identification Number:
22-6074414

Plan Number:
001

Effective Date:
Provisions of your Plan originally became effective on October 1, 1964, which is called the original Effective Date of the Plan. The Plan described here is the Plan as in effect on January 1, 2007.

Plan Year:
Plan records are maintained on a calendar-year basis.

Type of Plan:
Your Plan is a defined benefit pension plan.

Collective Bargaining Agreement:
A copy of the collective bargaining agreement with your Employer may be obtained upon written request to, or examined at, the Fund Office.

Your Plan and Trust are governed by the laws of the state of New Jersey to the extent they are not superseded by federal law.

PRINCIPAL EMPLOYERS

Pathmark Stores, Inc.
200 Milik St.
Carteret, NJ 07008

Those Employers
t/a Shop Rite Supermarkets
33 Northfield Avenue
P.O. Box 7812
Edison, NJ 08818-7812

Those Employers
t/a Foodtown Supermarkets
c/o Steven Glassman, Fox Rothschild LLP
75 Eisenhower Pkwy, Suite 200
Roseland, NJ 07068-1600

The Stop & Shop Supermarkets Company
1385 Hancock St.
Quincy, MA 02169

A complete list of contributing Employers is available upon written request to, and is available for examination at, the Fund Office by Members and beneficiaries.

FUND OFFICE

While the Trustees are the "plan administrator" for purposes of ERISA, the Fund Office keeps the records of the Plan and performs day-to-day administration. The Fund Office will consult with the Trustees and their delegates to answer any questions you may have about the Plan.

UFCW Local 1262 and Employers Pension Fund
1389 Broad Street
Clifton, NJ 07013

Toll Free: 1-800-522-4161, or 973-778-5800 • FAX: 973-778-1725

SERVICE OF LEGAL PROCESS

Service of legal process on matters relating to the Plan or the Fund may be made in the name of the Plan or the Fund upon a Plan Trustee or the Fund Office.

BOARD OF TRUSTEES

The UFCW Local 1262 and Employers Pension Plan is jointly administered by an equal number of Trustees appointed by the Union and by the participating Employers. The Board of Trustees is the "named fiduciary" (as contemplated by ERISA). The Board of Trustees (called the "Trustees" in this booklet) have complete authority, in their absolute discretion, to interpret and apply the terms of the Plan (including any and all related or underlying documents or policies), including, without limitation, this summary plan description, and to determine all questions as to eligibility for, and the amount of, benefits under the Plan. All such interpretations and determinations shall be final and binding on all persons affected thereby.

The Plan's Board of Trustees and certain investment managers have been designated to hold and invest Plan assets for the benefit of you and other Plan Members. The names of the Plan's Board of Trustees are:

The address for all Plan Trustees is:

UFCW Local 1262 and
Employers Pension Fund
1389 Broad Street
Clifton, NJ 07013

NOTES

NOTES

UFCW LOCAL 1262 AND EMPLOYERS PENSION FUND
1389 Broad Street, Clifton, NJ 07013
Tel. (973) 778-5800 or (800) 522-4161

SUMMARY OF MATERIAL MODIFICATIONS
All Employers other than Pathmark

March 2018

The Trustees of the UFCW Local 1262 and Employers Pension Fund (the "Plan") have adopted amendments to the Plan that affect the information in the Summary Plan Description ("SPD"). The following Summaries of Material Modifications ("SMMs") amend the SPD as described below. You should keep these SMMs with your SPD for future reference. If there are conflicts between this notice or other communications and the official Plan document, the official Plan document will govern. If you have any questions about this notice or if you need another copy of the SPD, you may call the Fund Office at 973-778-5800.

January 1, 2016 Change

1. The Trustees of the Plan adopted an amendment to the Plan (the "Amendment") that clarifies the rules pertaining to the suspension of pension benefits for Members who applied for their pension benefit on or after December 11, 2015 and provides a specific time frame, described below, for Members to apply for an Earlier Retirement benefit if they are reemployed in service covered by the Plan ("Service").*

The Amendment is effective January 1, 2016. Please note that this Amendment will not apply to you if you applied for your benefit before December 11, 2015 or if you terminated Service without a vested benefit under the Plan, unless you return to Service. If you have not terminated from Service or if you have and you earned a vested benefit under the Plan, the Amendment may apply to you. **Please read each description carefully to fully understand how the Amendment may affect you.**

Suspension Service

- The Trustees previously amended the Plan to provide that the benefits of Members applying for a pension benefit after December 11, 2015 will be suspended while the Member is employed in either Disqualifying Employment before his or her Normal Retirement Date, or Totally Disqualifying Employment after his or her Normal Retirement Date. Disqualifying and Totally Disqualifying Employment include employment for any Employer in the Retail Food Industry, or the Union or the Fund. The Suspension will stop upon the earlier of the April 1st following the end of the calendar year that the Member attains age 70½ or when the Member terminates Disqualifying Employment or Totally Disqualifying Employment, as applicable.

- The Plan was amended effective January 1, 2016 to clarify that the "Retail Food Industry" means businesses deemed by the Trustees, or their delegatee(s), to be competitors of contributing Employers to the Fund, which includes supermarket stores, "big box" stores, and large store competitors. The "Retail Food Industry" does not include convenience stores, farmer's markets, pharmacies, and department stores whose primary products are non-food.

December 1, 2015 Change

Elimination of the Earlier Retirement Benefit for Terminated Vested Members If Not Elected Within Certain Time Frame

- The Trustees previously amended the Plan effective December 1, 2015 to provide that a Member who terminated from Service and was eligible for an Earlier Retirement benefit had to apply to start an Earlier Retirement benefit within 90 days of terminating from Service or wait until Normal Retirement Date to receive a pension from the Plan.

- The Trustees wish to clarify that as a result of the December 1, 2015 Amendment, a Member who has a termination from Service before or after December 1, 2015 and who is not at that time eligible for an Earlier Retirement benefit must apply for an Earlier Retirement benefit within 90 days of reaching either age 55 if the Member has at least 10 Years of Vesting Service, or age 62 if the Member has 5 to 10 Years of Vesting Service, or wait until Normal Retirement Date to receive a pension from the Plan.

The following chart illustrates the rule:

If You Are In This Member Group	You Must Apply For Earlier Retirement During this Time Period	If You Do Not Apply Within the Applicable Time Period
• You terminated Service prior to December 1, 2015 and were not eligible for an Earlier Retirement benefit as of December 1, 2015 because you did not meet the Plan's age requirement	Within 90 days of reaching: • age 55 (if you terminated Service with at least 10 Years of Vesting Service) or • age 62 (if you terminated Service with 5-10 Years of Vesting Service)	You must wait until your Normal Retirement Date to start your pension
• You terminate Service after December 1, 2015 and are not eligible for an Earlier Retirement benefit because you do not meet the Plan's age requirement	Within 90 days of reaching: • age 55 (if you terminated Service with at least 10 Years of Vesting Service) or • age 62 (if you terminated Service with 5-10 Years of Vesting Service)	You must wait until your Normal Retirement Date to start your pension

Tolling 90-Day Application Rule if Re-employed in Covered Service in 90 Days

- The Trustees also amended the Plan effective January 1, 2016 to provide that if a Member is rehired in Service within 90 days of terminating from Service, the Member's initial 90-day period to submit an application for Earlier Retirement benefits is tolled until the Member terminates Service. The Member will have 90 days from his or her subsequent termination from Service to apply for an Earlier Retirement benefit if the Member terminates from service before Normal Retirement Age.

November 11, 2015 Change

2. The Plan has been amended as of November 11, 2015 to provide that benefits will be suspended for Members who leave Covered Employment and work in either Disqualifying Employment or Totally Disqualifying Employment.

Previously, a Member's benefits were suspended if the Member continued to work in Covered Service with a contributing Employer and either provided 40 or more hours of service, or received payment for such hours of service for any part of eight of more days per month or payroll period (regardless of whether contributions were made on the Member's behalf). The suspension would remain in effect until the earlier of the April 1st following the end of the calendar year in which the Member attained age 70½ or when the Member terminated employment with a contributing Employer.

After the Amendment, a Member's benefits will be suspended while the Member is employed in either Disqualifying Employment before his or her Normal Retirement Date, or Totally Disqualifying Employment after his or her Normal Retirement Date, both of which include employment for any employer in the retail food industry, or the Union or the Fund, until the earlier of the April 1st following the end of the calendar year that the Member attains age 70½ or when the Member terminates Disqualifying Employment or Totally Disqualifying Employment, as applicable.

"Disqualifying Employment" means employment at any time prior to the Member's Normal Retirement Date in the same trade or craft in the geographic area of the Plan where the Member either (i) provided 40 or more hours of Service in a calendar month or (ii) received payment for such service on any part of eight or more days per month or payroll period (whether or not contributions were made on the Member's behalf).

Totally Disqualifying Employment means employment or self-employment after the Member's Normal Retirement Date that is (i) in the same trade or craft, (ii) in the geographic area covered by the Plan when the Member's pension commenced (or would have commenced if employment had not continued), and (iii) in any occupation in which the Member worked under the Plan whether or not contributions were made on the Member's behalf).

The "same trade or craft" means employment in the retail food industry, the Union, or the Fund Office;

The "geographic area" means New Jersey, New York and Pennsylvania.

"Suspension of benefits" means non-entitlement to benefits under the Plan.

December 1, 2015

3. The Trustees of the Plan adopted an amendment to the Plan (the "Amendment") that gives certain Members, who left employment with a covered employer ("Service") before December 1, 2015, a specific time frame, described below, to apply for an Earlier Retirement benefit if they now qualify for it, and also allows Members who leave Service on or after December 1, 2015, before they are eligible for an Earlier Retirement benefit, a 90-day window to apply for an Earlier Retirement once they become eligible for it.

The Amendment also eliminates a Surviving Spouse's option to start a Pre-Retirement Spouse Benefit earlier than what would have been the Member's Normal Retirement Date (generally, age 65) if (i) the Member was not eligible for an Earlier Retirement benefit when he died, or (ii) the Surviving Spouse does not apply for the Pre-Retirement Spouse Benefit within the time frames described below.

For purposes of this Notice the term "Surviving Spouse" means the person to whom you are legally married on the date of your death if you were married to that person throughout the one-year period ending on your date of death. In addition, "Earlier Retirement" means your termination from Service before Normal Retirement Date, and after the earliest of either (a) the date you attain age 55 and have at least 10 years of Vesting Service, or (b) the date you attain age 62 and have at least 5 years of Vesting Service.

The Amendment is effective December 1, 2015. Please note that this Amendment **will not apply to you** if you are already receiving your pension from the Fund or if you terminated from Service without earning a vested benefit under the Plan, unless you return to Service. If you have not terminated from Service, or if you have and you have earned a vested benefit under the Plan, the Amendment may apply to you and affect you as follows:

Elimination of the Earlier Retirement Benefit for Members If Not Elected Within Certain Time Frame

- The Trustees previously amended the Plan, effective January 1, 2015, to provide that a Member who had terminated from Service and was eligible for an Earlier Retirement benefit had to apply to start an Earlier Retirement benefit on or before December 31, 2014, or wait until Normal Retirement Date to receive a pension from the Plan; and a Member who terminated from Service before being eligible for an Earlier Retirement benefit (that is, before age 55 with at least 10 Years of Vesting Service, or age 62 with 5 to 10 Years of Vesting Service) had to wait until Normal Retirement Date to receive a pension from the Plan.

- After this Amendment, a Member must wait until Normal Retirement Date to receive a pension from the Plan unless he or she applies for an Earlier Retirement benefit within the following time frames:

  A. If the Member terminated from Service and was eligible for an Earlier Retirement benefit as of December 31, 2014, he or she must apply for an Earlier Retirement benefit during the window of December 1, 2015 through February 29, 2016;

  B. If the Member terminated from Service before being eligible for an Earlier Retirement and became eligible for an Earlier Retirement benefit between January 1, 2015 and

November 30, 2015 (by reaching either age 55 with at least 10 Years of Vesting Service, or age 62 with 5 to 10 Years of Vesting Service), he or she must apply for an Earlier Retirement benefit during the window of December 1, 2015 through February 29, 2016; and

C. If a Member terminates from Service on or after December 1, 2015 before being eligible for an Earlier Retirement benefit, he or she must apply for an Earlier Retirement benefit within 90 days of reaching either age 55 with at least 10 Years of Vesting Service, or age 62 with 5 to 10 Years of Vesting Service, or wait until Normal Retirement Date to receive a pension from the Plan.

On and after March 1, 2016, a Member who meets the criteria under one of the scenarios above and who does not apply for the Earlier Retirement benefit within the applicable time frame will not be permitted to receive a pension from the Plan until Normal Retirement Date.

The following chart illustrates the rules:

If You Are In This Member Group	You Must Apply For Earlier Retirement During this Time Period	If You Do Not Apply Within the Applicable Time Period
• You terminated Service and were eligible for an Earlier Retirement benefit as of December 31, 2014, and • Did not start receiving a pension before January 1, 2015	December 1, 2015 through February 29, 2016	You must wait until your Normal Retirement Date to start your pension

• You terminated from Service before December 1, 2015, and
• Between January 1, 2015 and November 30, 2015, you reached
  • either age 55 (if you had at least 10 Years of Vesting Service when you terminated Service), or
  • age 62 (if you had 5 to 10 Years of Vesting Service when you terminated Service)
	December 1, 2015 through February 29, 2016	You must wait until your Normal Retirement Date to start your pension

• You terminate Service on or after December 1, 2015, with at least 10 Years of	Within 90 days of reaching: • age 55 (if you terminated Service with at least 10 Years	You must wait until your Normal Retirement Date to start your pension

If You Are In This Member Group	You Must Apply For Earlier Retirement During this Time Period	If You Do Not Apply Within the Applicable Time Period
Vesting Services, and • After terminating Service, you reach either age 55, or • You terminate Service on or after December 1, 2015, with 5 to 10 Years of Vesting Services, and • After terminating Service you reach age 62	of Vesting Service) or • age 62 (if you terminated Service with 5-10 Years of Vesting Service)	

Under a different rule, Members who are eligible for an Earlier Retirement at the time they terminate from Service must apply for an Earlier Retirement benefit within 90 days of terminating Service or wait until Normal Retirement Date to receive a pension from the Plan.

Elimination of the Pre-Retirement Spouse Benefit Based Upon a Deceased Member's Earlier Retirement Benefit

- Before this Amendment, if a vested Member died before he or she was eligible for an Earlier Retirement benefit, a Surviving Spouse could elect to receive a Pre-Retirement Spouse Benefit any time after the date the deceased Member would have reached age 55 if the Member had at least 10 Years of Vesting Service, or age 62 if the Member had between 5 and 10 Years of Vesting Service. This Pre-Retirement Spouse Benefit was actuarially reduced for each month the benefit was paid before the date the Member would have reached Normal Retirement Date.

- Additionally, before this Amendment, the Surviving Spouse could elect to receive a Pre-Retirement Spouse Benefit at any time after the Member's death if the Member died after being eligible for an Earlier Retirement benefit (whether the Member was still in Service or had terminated Service at death). The Pre-Retirement Spouse Benefit was actuarially reduced for each month the benefit was paid before the date the Member would have reached Normal Retirement Date.

- After this Amendment, a Surviving Spouse must wait until what would have been the Member's Normal Retirement Date to receive a Pre-Retirement Spouse Benefit if the Member:

    A. dies more than 90 days after terminating Service, and did not apply for the Earlier Retirement benefit within 90 days of leaving Service, or

    B. dies before attaining age 55 with at least 10 Years of Vesting Service, or age 62 with 5 to 10 Years of Vesting Service, <u>and the Surviving Spouse does not apply for the Pre-Retirement Spouse Benefit within 90 days of the date the Member would have attained either age 55 or 62, as applicable</u>, or

C. dies while in Service and while eligible for an Earlier Retirement benefit, and the Surviving Spouse does not apply for the Pre-Retirement Spouse Benefit within 90 days of the Member's death, or

D. applied to start the Earlier Retirement benefit within 90 days of terminating from Service but died before the first pension payment date, and the Surviving Spouse does not apply for the Pre-Retirement Spouse Benefit within 90 days of the Member's death.

This means that it is important for a Surviving Spouse to notify the Pension Department as soon as possible after the Member's death if the Surviving Spouse wishes to start the Pre-Retirement Spouse Benefit payments before what would have been the Member's Normal Retirement Date (generally age 65). The Pre-Retirement Spouse Benefit will be actuarially reduced for each month the benefit is paid before the date the Member would have reached Normal Retirement Date. The Pension Department will determine if the Surviving Spouse is eligible to start the Pre-Retirement Spouse Benefit, and will instruct the Surviving Spouse as appropriate.

The following chart illustrates the rules:

Surviving Spouse Group	Surviving Spouse Must Apply For the Pre-Retirement Spouse Benefit	If Surviving Spouse Does Not Apply Within the Applicable Time Period
• Member dies more than 90 days after terminating from Service, and • Member did not apply for the Earlier Retirement benefit within 90 days of leaving Service	N/A	Surviving spouse must wait until date Member would have reached Normal Retirement Date to receive survivor benefit
• Member dies before reaching age 55 (with at least 10 Years of Vesting Service) or age 62 (with 5 to 10 Years of Vesting Service)	Within 90 days of the date Member would have attained either age 55 or 62, as applicable	Surviving spouse must wait until date Member would have reached Normal Retirement Date to receive survivor benefit
• Member died while in Service, and • Member was eligible for an Earlier Retirement benefit at death	Within 90 days of Member's death	Surviving spouse must wait until date Member would have reached Normal Retirement Date to receive survivor benefit
• Member applied for Earlier Retirement benefit within 90 days of terminating from Service, but • Member died before the first pension payment date	Within 90 days of Member's death	Surviving spouse must wait until date Member would have reached Normal Retirement Date to receive survivor benefit

January 1, 2015

4. The Trustees of the Plan have adopted an amendment to the Plan that eliminates disability pensions, and eliminates early retirement benefits for employees who have already left (or leave in the future) employment with contributing employers. As a result, the amendment affects you as follows:

Elimination of Disability Pension—Effective January 1, 2015

- Before the amendment, you were entitled to a Disability Pension if you met certain conditions.
- After the amendment, you will not be entitled to a Disability Pension unless you left active employment with a contributing employer because of a disability prior to January 1, 201 5. However, if you are vested, you will be entitled to a deferred vested benefit when you reach Normal Retirement Age.

Elimination of Early Retirement Benefits for Terminated Vested Participants—Effective January 1, 2015

- Before the amendment, if you left (or you leave) employment with a contributing employer before you were (or are) eligible for early retirement, you could receive early retirement benefits at age 55 if you had at least 10 years of Vesting Service, or at age 62 if you had at least 5 years of Vesting Service. In either case, your benefit would be actuarially reduced for each month your benefit was paid prior to your Normal Retirement Age.
- After the amendment, all participants who are vested in the Plan and leave employment with a contributing employer without applying for an early retirement benefit must wait until Normal Retirement Age to receive a pension benefit.

  To avoid having your pension benefit deferred to Normal Retirement Age, if you are eligible for early retirement at the time you leave employment with a contributing employer, including a "55 and 30" early retirement, you must apply for an early retirement benefit before or within 90 days after leaving employment. If you already left employment with a contributing employer on or before the date of this notice and are currently eligible for an early retirement pension, including a "55 and 30" early retirement pension, the Fund Office must receive your application for your early retirement benefit on or before December 31, 2014, or you will not be eligible to receive an early retirement benefit; instead, you must wait until you reach Normal Retirement Age to receive a pension benefit from the Plan.