

**SUMMARY PLAN DESCRIPTION**

**for**

**THE PHILADELPHIA BAKERY EMPLOYERS'  
AND FOOD DRIVER SALESMEN'S UNION LOCAL NO. 463  
AND TEAMSTERS' UNION LOCAL NO. 676  
PENSION PLAN**

**August 1, 2020**

**THE PHILADELPHIA BAKERY EMPLOYERS'  
AND FOOD DRIVER SALESMEN'S UNION LOCAL NO. 463  
AND TEAMSTERS' UNION LOCAL NO. 676  
PENSION PLAN**

To All Plan Participants:

We are pleased to present you with this booklet about The Philadelphia Bakery Employers' and Food Driver Salesmen's Union Local No. 463 and Teamsters' Union Local No. 676 Pension Plan (the "Plan").

**About This Booklet.** This booklet consists of a summary of the Plan (the "Summary Plan Description") and is not the official Plan document. No summary can adequately cover all details of the Plan and how it might work in every situation for every Participant. Exact terms of the Plan can only be determined by referring to the full text of the official Plan document. That is why we have included the official Plan document in the back of this booklet. We urge you to read this booklet carefully and to share it with your family. You and they should be aware of your retirement benefits and any survivor's benefits that may be payable under the Plan. You should also be aware of any benefit restrictions and how you could lose benefits. Please review the entire booklet because if you take parts of it out of context, it could appear to be misleading.

**Ask About Changes.** This booklet is updated periodically, but it is not possible to reprint a new booklet to reflect all of the recent amendments or changes in law applicable to the Plan. **Before you finalize your retirement plans, please contact the Fund Manager to be sure that you are aware of any changes.**

**Plan in Effect Governs.** Your rights under the Plan are determined solely by the Plan as interpreted by the Committee. Benefits and other rules are generally determined under the provisions of the Plan in effect on the applicable date, such as the date your service ends or the date your employment with a Contributing Employer ends (unless the Plan or applicable law requires otherwise). If there are any discrepancies between this summary and the official Plan document, the official Plan document, as interpreted by the Committee, will control.

**No Oral Advice.** Please remember, the only persons authorized to advise you of your rights under this Plan are the Fund Manager, Administrative Service Professionals, Inc. In addition, you may rely upon a written communication from the Committee. No oral description or promise relating to the terms of the Plan can supersede the terms of the written official Plan document.

The Plan is intended to conform in all respects with the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code of 1986, as amended ("Code"), and all applicable regulations. All provisions of this Plan shall, to the extent possible, be interpreted to conform with these laws.

Sincerely,

The Pension Committee

## ***IMPORTANT***

Please read this summary plan description in its entirety. This document describes benefits available under the Plan and includes important information regarding your rights and responsibilities and the procedures and deadlines for filing a claim or appeal and taking legal action against the Plan and its fiduciaries.

### **Could I Lose Benefits?**

New funding rules enacted in a federal law called the Pension Protection Act of 2006 may supersede certain provisions of this Summary Plan Description and the official Plan document. Affected participants are provided with notices describing the Plan's funded status, and any applicable benefit changes. The benefits described in this Summary Plan Description and in the official Plan document can be changed or reduced at any time if required or permitted by applicable federal law, as described in those notices. You cannot rely on this Summary Plan Description or the official Plan document without looking at any required funding notices which explain temporary or permanent benefit changes that may apply. If you would like to know whether any such notices apply to you, or if you would like copies of any such notices that apply to you, please contact the Fund Manager.

Under certain circumstances, your benefits may be lost, reduced or suspended, some of which are noted below. Other sections of this booklet describe these and other such circumstances in more detail. Other circumstances could apply which we cannot anticipate (such as law changes).

- If you fail to make a timely appeal of a denied claim, those benefits will not be paid (see the discussion later in this SPD under the heading “Claims Procedure”).
- If your employment terminates before you have five years of Continuous Service as defined in the Plan (and you do not return to employment within 5 years), you will not be eligible for any benefit from the Plan.
- If you die before benefit payments begin and you have no surviving spouse, or a spouse who does not qualify for the pre-retirement survivor benefit, no benefits will be paid to a beneficiary.
- If you begin receiving your benefit in the form of a single life annuity, no benefits will be paid after your death.
- If you begin receiving your benefit in the form of a Joint and Survivor Annuity, and your spouse dies before you do, no payment will be made after your death, even if you remarry. If you begin receiving your benefit in the form of a Joint and Survivor Annuity and you become divorced from your qualified spouse, that spouse will continue to receive the survivor benefit even if you are remarried to a different spouse when you die.
- Your benefit could be delayed if you do not timely complete and submit an application for benefits. Also, if you apply for benefits after the earliest date on which pension payments

could have started, you will not receive retroactive payments. If you apply late for unreduced early retirement benefits or disability benefits, the monthly amount of your benefit payment will not be increased to reflect any payments you could have received had you applied earlier. If you apply late for normal retirement benefits, and your employment has terminated, your monthly benefit will be increased to reflect delay of payments beyond your normal retirement (or if later, after the end of any suspension of benefits ends, if applicable). ***No payments can be made for any period before you apply for benefits.***

- Your benefits could be suspended due to periods of reemployment after your benefit payments have started.
- All or a portion of your benefit could be directed to be paid to your spouse, former spouse or child under a qualified domestic relations order.
- 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 Fund Manager may withhold or offset future pension payments, sue to recover such amounts, or may use any other lawful remedy to recoup any such amounts.
- Taxes apply to distributions. Benefits are reduced by any taxes the Plan is required to withhold under Federal and state laws.
- 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.
- 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.
- Benefits may also be reduced or lost due to limitations under the 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.
- If the Fund Manager cannot locate you or your beneficiary, benefits cannot be paid on your behalf from the Plan and may be forfeited. For this reason, ***it is very important that you and your beneficiary keep an up-to-date mailing address on file with the Fund Manager.***

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## INTRODUCTION

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**Establishment of the Plan.** The Plan was established, effective August 1, 1955, as a result of collective bargaining agreements between the original employers and the Unions (as defined below on p. 26). The Plan has been amended a number of times to reflect bargained changes and to comply with changes in the law. The Plan has been qualified by the Internal Revenue Service.

**Plan Administration.** The Plan is administered by a Committee consisting of representatives of the Unions and of the contributing employers. They serve without pay. Administrative Service Professionals, Inc. is the organization chosen by the Committee to handle the daily administration of the Plan. See the end of this summary for contact information.

**Plan Funding.** The Plan is financed by employer contributions, which are made pursuant to collective bargaining agreements negotiated with the Unions. The assets are held in a trust fund that pays the benefits provided under the Plan.

**Prior Versions of the Plan Still Apply.** Please note that previous versions of the Plan continue to apply to events that occurred while those versions were in effect. For example, your service for Plan purposes is calculated under the Plan as in effect at the time the service was performed. Also, as a general rule, participants who previously retired or terminated employment had their benefits determined under the Plan as in effect at the time of their retirement or termination. *The Plan described here applies only to events which occur after its effective date, unless specifically provided otherwise in the Plan.*

**Note to Former Employees.** If you terminated Covered Employment or your benefits started before the revision date on the cover, this summary does not describe all of the Plan provisions that apply to you. If your Plan benefits have not started, you may refer to this summary for information about how and when to apply for benefits and in what forms benefits may be paid. Also, general information about the Plan, its administration, and your rights, applies to all participants. If you have questions about any part of this summary and whether it applies to you, please contact the Fund Manager.

**Burden of Proof Regarding Plan Records.** The Plan's records regarding your work history, covered service, Employer contributions, and all other matters affecting your eligibility for and the amount of benefits are controlling in all cases. If you believe the Plan does not have full and accurate records for you regarding these matters, the burden of proof is on you to provide written documentation satisfactory to the Committee (in their sole discretion, subject to the claims and appeals procedure) of the additional information that you believe is relevant. If you fail to provide such satisfactory proof supporting your claim, the Committee will be unable to override the Plan's official records. You can review the Plan's records applicable to you at the Fund Manager's office during normal business hours, or you may request a copy by writing to the Fund Manager.

## **PARTICIPATION**

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### **HOW DO I BECOME A PARTICIPANT OF THE PLAN?**

You are eligible to become a Participant of the Plan if you are working for an employer that has a written agreement with the Food Driver Salesmen, Dairy and Ice Cream Workers' Local Union No. 463 to make contributions to the Plan on your behalf, or if you are an employee of the Union (see p. 25).

### **WHEN DO I BECOME A PARTICIPANT?**

You become a Plan Participant on the first day you are employed in a job that is covered by the Plan. However, if your job requires a probationary period, you become a Plan Participant after you complete your probationary period. Under no circumstances may a probationary period exceed 90 days. Participation is retroactive to the first day you worked in your covered job.

## **THE PENSIONS**

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### **WHEN CAN I RETIRE AND GET A PENSION?**

Please note that benefits under the Plan are not payable while you are an Active Participant or your benefits are suspended because you returned to work after you retired (see "Working After Retirement," p. 18).

#### **Normal Retirement Pension Eligibility**

You are eligible to receive your full retirement pension when you reach age 65 if you have reached your 5th anniversary of Participation (see "Participation," p. 2).

#### **Special Early Retirement Pension Eligibility**

You are eligible to receive an unreduced early retirement pension if you satisfy either the Rule of Sixty-Two and Ten or the Rule of Fifty-Five and Eighty.

#### ***Sixty Two and Ten***

Under the Rule of Sixty-Two and Ten, you are eligible to receive an unreduced early retirement pension if you reach age 62, you have at least 10 years of Credited Service, and you have reached your 5th anniversary of Participation.

#### ***Fifty Five and Eighty ("Golden Eighty")***

Under the Rule of Fifty-Five and Eighty, you are eligible to receive an unreduced special early retirement pension if you earned Credited Service on or after July 1, 1997, you retire after July 31, 1997, and, while you are an Active Participant (that is, while you are earning Credited Service (see "Credited Service," p. 9)) you reach age 55 and the sum of your age and your years of Credited Service equals at least 80. Service under a reciprocity agreement cannot be used to establish eligibility for this early retirement benefit.

**These Special Early Retirement Pensions are effective the first of the month following your satisfaction of all of the requirements, including filing a completed application (see "I'm Ready to Retire," p. 13), so don't delay filing your application.**

### **Early Retirement Pension Eligibility**

You can retire and receive a reduced early retirement pension if you are at least age 55, you have at least 15 years of Credited Service (see "Credited Service," p. 9), and you have reached your 5th anniversary of Participation.

### **Disability Retirement Pension Eligibility**

**Eligibility.** Before age 65, if you have at least 15 years of Continuous Service (see "Continuous Service," p. 8), have reached your 5th anniversary of Participation, and, while you are an Active Participant (that is, while you are earning Credited Service (see "Credited Service," p. 9)), you become totally and permanently disabled as determined by the Social Security Administration and receive a Social Security benefit verification letter, you are eligible for a Disability Pension from the Plan.

**Disabled.** You are considered to be totally and permanently disabled if you have been determined to be totally and permanently disabled by the Social Security Administration. You will need to provide a copy of your Social Security benefit verification letter to the Fund Office as evidence of your total and permanent disability. No Disability Pension payments will be made for months during which you were receiving weekly disability income benefits from a disability plan sponsored by, or contributed to on your behalf by, your participating Employer.

**Disability Application and When Payments Begin.** Your Disability Retirement Date will be determined based on the date you satisfy all of the eligibility rules. You must submit an application to the Fund Office in order to receive a Disability Pension from the Plan and the application must be accompanied by a copy of your Social Security benefit verification letter. If you meet the requirements, your benefit payments will begin effective as of the first day of the seventh calendar month following the month that the Social Security benefit verification letter indicates that you became totally and permanently disabled or, if later, the first of the month following the month in which you file a completed application. Your Disability Retirement Benefits will not be adjusted to reflect any delay in your application. Nor will any retroactive benefits be paid if you delay filing an application. Therefore, you should notify the Fund Office if you are filing for Social Security disability benefits and file your application for a Disability Pension with the Fund Office as soon as possible, but no later than the seventh month of your permanent and total disability, even if you have not yet received a Social Security determination that you are totally and permanently disabled.

**Recovery.** If you recover from your total and permanent disability before your Normal Retirement Date, your Disability Pension payments will end. If you become reemployed by an employer covered by the Plan, or any employer in an industry covered by the Plan, your

Disability Pension payments will end. However, you are entitled to any other benefit you might be eligible to receive from the Plan.

### **Deferred Retirement Pension Eligibility**

If you are vested (see below) but not eligible for one of the other pensions, you are eligible for benefits at your Normal Retirement Date based on the Continuous Service you had earned and the benefit rate applicable as of your termination of covered employment. Reduced early pension payments can start as early as age 55 if you have at least 15 years of Credited Service and you have reached your 5th anniversary of Participation (see "Early Retirement Benefit Amount," p. 5). Unreduced pension payments can start at age 62 if you have at least 10 years of Credited Service and you have reached your 5th anniversary of Participation.

**Vesting.** Being "vested" means that you are entitled to receive a pension from the Plan once you reach retirement age, even if your employment terminates before you are eligible to begin receiving a Normal or Early Retirement Pension.

**Vesting for Collectively Bargained Employees.** If you earn Continuous Service on or after January 1, 1997, you are eligible to receive a Deferred Retirement Pension when you complete at least 5 years of Continuous Service. If your Continuous Service ended before 1997, a Deferred Retirement Pension required at least 10 years of Continuous Service. You also might receive Continuous Service based on the specific terms of a Reciprocity Agreement between the Pension Committee and the trustees of another pension fund.

**Vesting for Non-Collectively Bargained Employees.** As required by law, if you are an employee of the Union earning Continuous Service on or after January 1, 1989, you are eligible to receive a Deferred Retirement Pension when you complete at least 5 years of Continuous Service. If your Continuous Service ended before January 1, 1989, a Deferred Retirement Pension required at least 10 years of Continuous Service.

**Reciprocity Agreement.** If you are covered by a reciprocity agreement, you should refer to the terms of the agreement to determine Continuous Service credit. You may request a copy of the Reciprocity Agreement from the Fund Office.

### **HOW DO I DETERMINE THE AMOUNT OF MY MONTHLY RETIREMENT PENSION?**

#### **Maximum Monthly Benefit**

Your maximum monthly benefit is the dollar amount you will receive if your benefit is paid in the form of a Single Life Annuity (see "Forms of Payment and Survivors' Benefits," p. 13) beginning as of your Normal Retirement Date (or one of the Special Early Retirement Dates, if applicable). The amount of your maximum monthly benefit is determined according to the benefit level in effect on the last day you earn Credited Service and the number of years of Credited Service you have earned (see "Credited Service," p. 9).

If you last earned Credited Service on June 1, 2003 or later, and retire on July 1, 2003 or later, your maximum monthly benefit will be \$100.00 times all your Credited Service. (Please note that special rules apply if you had a break in service. See "Benefit Improvements Following Period of No Credited Service," p. 6, for special rules if benefit improvements occurred while you were not working.)

For example: Ted retires in July 2009 at age 62 with 24 years of Credited Service. His maximum monthly benefit from the Plan in the form of a single life annuity is \$2,400.00, as calculated below:

Benefit level in effect July 1, 2004	\$ 100.00
Years of Credited Service	<u>x 24</u>
Maximum Monthly Benefit	\$2,400.00

However, Ted has been married for 10 years when he retires so he automatically receives his benefit in a form that provides a survivor's benefit for his spouse when he dies, unless he waives this benefit form with his spouse's written consent. His monthly benefit is reduced to provide this benefit (see "Forms of Payment and Survivors' Benefits," p. 13).

If the last day you earned Credited Service is before June 1, 2003, see "Appendix A," p. 26, for the benefit level you should use to determine your maximum monthly pension.

If you worked for certain employers during specific time periods, your benefit for that time will be less than the maximum (see "Proportional Benefit," p. 6).

### **Early Retirement Benefit Amount**

If you receive an early retirement pension, the dollar amount of your monthly benefit will be less than the maximum. For each year that you retire between your 55th birthday and your 62nd birthday, your maximum monthly pension benefit will be reduced. To determine the amount of your early retirement pension, calculate your maximum monthly benefit, as shown in the previous section. Then, reduce that amount by the percentage that applies to your age when you retire, as follows:

7% at your 61st birthday
13% at your 60th birthday
20% at your 59th birthday
26% at your 58th birthday
33% at your 57th birthday
40% at your 56th birthday
46% at your 55th birthday

If you retire between birthdays, the percentage of your early retirement reduction will be between the percentages shown in the list above (amounts are rounded up to the nearest 50¢).

For example: Carol decides to retire on July 25, 2008, after completing 15 years of Credited Service and reaching age 60. The amount of her monthly early retirement benefit in the form of a single life annuity is \$1,305.00, as calculated below:

Benefit level in effect July 1, 2008	\$ 100.00
Years of Credited Service	<u>x 15.00</u>
Maximum Benefit at age 62	\$1,500.00
<u>Reduction for early retirement:</u>	
Maximum Benefit	\$1,500.00
Age 60 Reduction	<u>x 13%</u>
Reduction Amount	\$195.00
<u>Early retirement pension:</u>	
Maximum Benefit	\$1,500.00
Less Reduction	<u>- 195.00</u>
Reduced Amount	\$1,305.00

### Proportional Benefit

If you worked for any of the employers on the chart below and earned Credited Service during the dates on the chart, the amount of your monthly pension benefit for that period of Credited Service is 65% of your maximum monthly benefit. However, if you earn Credited Service after the effective date listed for your employer, the proportional benefit adjustment will not apply, and you will be entitled to the full maximum benefit at age 62.

EMPLOYER	EFFECTIVE DATES
Brown & Scott Packing Co.	April 1, 1966 - March 31, 1981
Eastern Transport (successor to Horn & Hardart Baking Company)	December 10, 1967 - December 9, 1985
Federal Yeast Corp.	January 1, 1968 - January 1, 1978

### Benefit Improvements Following Period of No Credited Service

The following rules will apply if the Plan is amended to improve benefits while you are not earning Credited Service:

- 1) If you earned Credited Service during the two years prior to the amendment, your maximum monthly benefit is the benefit level in effect at the time you return to covered service multiplied by *all* of your years of Credited Service, including Credited Service earned prior to your period of no Credited Service and benefit improvements during your period of absence.

- 2) If you did not earn Credited Service during the two years prior to the amendment but earned Credited Service during the five years prior to the amendment, benefit improvements will be applied only to Credited Service earned after your two-year break. However, if you again earn Credited Service on or after June 1, 2005, your maximum monthly benefit is the benefit level in effect since your return to covered service multiplied by *all* of your years of Credited Service, including Credited Service earned prior to your break and any benefit improvement that became effective during your break.

For example: If you earned ten years of Credited Service and severed employment on May 31, 2001, and earn three years of Credited Service after June 1, 2003, including Credited Service on or after June 1, 2005, your benefit is equal to the sum of your 13 years of Credited Service multiplied by the benefit level in effect on the date you last earned Credited Service.

- 3) If you fail to earn Credited Service for five or more years prior to the amendment, all benefit improvements will be applied only to Credited Service earned after your five-year break.

For example: If you earned ten years of Credited Service prior to June 1, 1998, and earn three years of Credited Service after June 1, 2003, your benefit is equal to the sum of your ten years of Credited Service multiplied by \$60.00 (the benefits rate in effect on June 1, 1998), plus your three years of Credited Service multiplied by the benefit level in effect on the date you last earned Credited Service.

### **WHAT HAPPENS IF MY EMPLOYMENT TERMINATES BEFORE I AM VESTED?**

If you terminate employment with all covered Employers before you are vested (see Deferred Retirement Pension, p. 4), you will not be eligible for a pension from the Plan. However, the Plan does have the following one-time severance benefit if you meet the Plan's requirements.

If you had at least five years of Continuous Service (see "Continuous Service," p. 8) on August 1, 1976, or earlier, and you have a permanent break in service (see "Break in Service Rules," p. 11), you may be eligible to receive a lump-sum severance benefit. However, your break in service cannot be due to your death, discharge from employment, or resignation without at least one week's notice. If you are eligible, this is a lump-sum payment equal to \$100.00 times the number of years of Credited Service you have earned in excess of five years.

## **EARNING SERVICE CREDIT**

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### **REASONS FOR COUNTING SERVICE**

There are two ways of counting service under the Plan: One is used to determine when you are vested, and whether you are eligible for a Deferred Vested Pension or a Disability Retirement Pension (Continuous Service). The other is used to determine the dollar amount of your benefits and whether you are eligible for early retirement benefits (Credited Service). The calculation of service under the Plan is complex and not every rule that may apply to you can be described here. If you have any questions about how service is calculated in your particular situation, please contact the Fund Office.

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### **CONTINUOUS SERVICE**

#### **How Does My Working Time Count?**

Continuous Service, also known as vesting service, is used to determine when you have a nonforfeitable right to a pension benefit from the Plan. You will receive credit for Continuous Service for all of the time that you work in a job covered by the Plan. You will also receive credit for Continuous Service if you hold a non-covered job with the same employer immediately before or after you hold a covered job and you haven't quit, retired, or been discharged between the two jobs. In certain circumstances you may also be credited for service with your employer prior to the date your employer started to contribute to the Plan.

A break in service can interrupt your earning of Continuous Service (see "Break in Service Rules," p. 11).

#### **How is Continuous Service Counted?**

The Plan counts Continuous Service in years and days.

For example: From July 25, 2000, through February 1, 2004, Herb works in a job covered by the Plan. Herb earns 3 years and 191 days of Continuous Service during this period, broken down as follows:

160 days from July 25, 2000, through December 31, 2000

3 years from January 1, 2001, through December 31, 2003

31 days from January 1, 2004, through January 31, 2004

#### **Why is Continuous Service Important?**

Your Continuous Service determines whether you are vested (see "Deferred Retirement Pension Eligibility," p. 4). It is also used for determining whether you are eligible for a Disability Retirement Pension (see "Disability Retirement Pension Eligibility," p. 3). In addition, once you are vested, your spouse is entitled to receive a survivor's benefit from the Plan if you die before retirement, provided that you and your spouse have been married for at least the one-year period immediately before your death (see "Forms of Payment and Survivors' Benefits," p. 13).

## **Can I Earn Continuous Service if I Am Absent from Work?**

Yes, in some cases, you earn Continuous Service even if you are absent from work.

- If you are an Active Participant (meaning that you are employed in covered service and earning Credited Service (see "Credited Service," p. 9)), you have a work-related disability, and you are receiving Workers' Compensation benefits, you earn Continuous Service until you are no longer receiving Workers' Compensation benefits (with a minimum of one year from the date you became disabled).
- If you are an Active Participant (meaning that you are employed in covered service and earning Credited Service (see "Credited Service," p. 9)), you have a non-work related disability, and you are receiving weekly disability income benefits from a disability plan sponsored by, or contributed to on your behalf by, your participating Employer, you will receive Continuous Service while you are receiving those benefits for up to one year after the date you became disabled.
- You earn Continuous Service for the entire time you are absent to serve in the Armed Forces of the United States, if you qualify for reemployment rights under federal law and are reemployed in a job covered by the Plan.
- You earn Continuous Service for the entire time you are on leave of absence to work as an officer or employee of your Union, provided that you meet certain other requirements.
- If you quit, retire, or are discharged from a job covered by the Plan but, within 12 months, you return to work in a covered job, the Plan counts the time you were not working in a covered job as Continuous Service. If you quit, retire or are discharged from a job covered by the Plan *during a leave of absence*, and such absence is due to any reason other than a quit, discharge or retirement, the Plan counts the time you were not working in a covered job as Continuous Service provided you return to work in a covered job within 12 months of the date your leave of absence began.

## **Contiguous Service**

Your Contiguous Service is service at a non-covered job with the same employer immediately before or after you hold a covered job, provided that you haven't quit, retired, or been discharged between the two jobs. Your Contiguous Service will be counted towards Continuous Service solely for the purpose of determining vesting. Contiguous Service will not be counted towards Continuous Service for any other purpose, such as eligibility for a Disability Retirement Pension, nor in Credited Service for any purpose, such as for determining the amount of a pension benefit or eligibility for early retirement benefits.

## **CREDITED SERVICE**

Your Credited Service is the total period of time that you are an Active Participant in the Plan; that is, the time you are employed in a job covered by the Plan. In certain circumstances you

may be credited for service with your employer prior to the date your employer started to contribute to the Plan.

### **Why is Credited Service Important?**

The number of your years and partial years of Credited Service is used to determine the dollar amount of your retirement pension.

### **How is Credited Service Counted?**

You begin to earn Credited Service on the day you become a Plan Participant (see "Participation," p. 2). You stop earning Credited Service when you are no longer working in a job covered by the Plan (for example, due to transfer to a non-covered position, quit, retirement, discharge, or death). You may continue to earn Credited Service for up to one year during a period of disability. You earn Credited Service for the number of years and days you are employed in a job covered by the Plan.

For example: Larry is employed in a job covered by the Plan from January 1, 2000, through March 12, 2001. Larry earns 1 year and 71/365 years of Credited Service for this period of employment, broken down as follows:

1 year for January 1 - December 31, 2000

71 days of Credited Service for 2001 (31 in January 28 in February, and 12 in March) divided by 365 days in the year 2001.

However, if Larry does not have enough Continuous Service to become vested when he either terminates employment or retires, he will not be entitled to any benefit under the Plan.

### **Can I Earn Credited Service When I Am Absent from Work?**

Yes, in some cases, you earn Credited Service even if you are absent from work:

- If you are an Active Participant (meaning that you are employed in covered service (see "Credited Service," p. 9)), and you become unable to work due to a work-related or a non-work related disability, you receive Credited Service from the time you became disabled until whichever is earlier, the date you return to work or one year from when your disability began.
- You earn Credited Service for the entire time you are absent to serve in the Armed Forces of the United States if you qualify for reemployment rights under federal law and are reemployed in a job covered by the Plan.

You do not earn Credited Service for any other period that you are not working in a job covered by the Plan.

### **Stroehmann's Credited Service**

If you are a Local 463 member who was employed as a Transport Driver or Mechanic at the Stroehmann Bakeries, Hazleton, PA Facility before January 1, 2003 and initially became a Participant effective January 1, 2003, prior periods of service with Stroehmann's which are recognized as Continuous Service also will be recognized as Credited Service solely for the purpose of determining eligibility for an Early Retirement Pension or a Special Early Retirement Pension. Such prior service will not be included in your Credited Service for determining the amount of pension benefits.

### **BREAK IN SERVICE RULES**

#### **Can I Lose My Years of Continuous Service or Credited Service?**

Yes. If you have a permanent break in service before you become vested in the Plan, you will lose the Continuous Service and Credited Service you earned before your break. A permanent break in service happens if you have too many consecutive one-year Periods of Severance (as defined below). However, once you are vested, you cannot lose prior service no matter how long you are away (unless your service was lost due to prior breaks in service).

A Period of Severance begins on the date that you quit, retire, or are discharged from a contributing employer or on the first anniversary of the date you stop working for a contributing employer for any other reason, such as a layoff. A Period of Severance ends if and when you return to covered service. If you sever from service on account of a quit, discharge or retirement and return to covered service within 12 months from the date of severance, you will not be treated as having any severance from employment or break in service.

A one-year Period of Severance occurs on each anniversary of the date you stop working for an employer who contributes to the Plan. The number of one-year Periods of Severance you can have before you have a permanent break in service depends on when your break happens according to the following rules.

#### ***Permanent Break after January 1, 1997***

If your break in service starts January 1, 1997 or later, you will not have a permanent break in service unless you have less than five years of Continuous Service and you have at least five consecutive one-year breaks.

Here are some examples:

Example 1: Fred has three years of Continuous Service and stops working in covered employment on October 10, 2010. He returns to work in covered employment on October 10, 2014. Fred does not have a permanent break in service and he will not lose the three years of Continuous Service he earned before the break. The reason for this is that even though his total number of one-year breaks (i.e., 4 years) was longer than his prior Continuous Service and Credited Service (i.e., 3 years), he had less than five consecutive one-

year breaks. Therefore, when he returns, Fred will continue as a Participant of the Plan and the Plan will count the three years of service he had earned before his break.

Example 2: Similar facts as in example 1 above, except that Fred does not return to work in covered employment for five or more years (i.e., he does not return to work in covered in employment until October 10, 2015 or later), Fred does have a permanent break and will lose the three years of service he had before the break. He cannot get that Continuous Service or Credited Service back. He will start over as a new Participant of the Plan on the day he returns to work.

Example 3: Kevin has seven years of Continuous Service and stops working under the Plan on April 25, 2007. He returns to work in a job covered by the Plan six years later, on April 25, 2013. He has more than five consecutive one-year breaks but his total number of years of Continuous Service he earned before the break was greater than five. Therefore, Kevin does not have a permanent break and does not lose any of his earlier Continuous or Credited Service. Kevin continues as a Participant of the Plan when he returns to work and the Plan counts the seven years of service he had earned before the break. This result would be the same no matter how long Kevin was gone.

### ***Permanent Break before January 1, 1997***

See prior Summary Plan Descriptions and Plan documents for service rules prior to January 1, 1997.

### **EXCEPTIONS TO BREAK IN SERVICE RULES**

To help you avoid having a break in service, the Plan counts some absences as if you continued to work. An absence because you are ill or injured is included as Continuous Service for vesting purposes if, at the same time, you are receiving benefits from the Health and Welfare Plan or from Workers' Compensation. Also included as both Continuous and Credited Service is any period that you are absent to serve in the Armed Forces of the United States if you are entitled to reemployment rights under federal law and then return to a job covered by the Plan within the time period provided under federal law. You also receive Continuous Service for any period you are on leave to serve as an officer or employee of your Union or other affiliated organization, however, if you fail to return to work in covered employment or retire within 60 days after your employment with the Union terminates, you will be treated as though you quit at the start of your leave of absence.

If you are absent for less than two years due to pregnancy, childbirth, adoption, or child care immediately after birth or adoption, or if you are on leave of absence under the Family and Medical Leave Act, you won't have a break in service when you return, although only the first year of such an absence counts as Continuous Service.

## **APPLYING FOR BENEFITS**

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### **I'M READY TO RETIRE. WHAT SHOULD I DO?**

If you are eligible to receive a retirement pension under the Plan, please call the Fund Office for benefit estimates and application forms well before the date you want to retire. You must complete and submit the application forms required by the Committee before you will receive a benefit. The Committee may also ask you to submit additional documents as proof of eligibility (including birth or marriage certificates). Failure to submit a completed application will be deemed an election to delay the start of your payments.

**Please note that you must begin receiving your benefit no later than the April 1st following the calendar year in which you reach age 70½. This rule applies even if you are continuing to work in a job covered by the Plan.**

Your benefit payments will be effective beginning with the first of the month following the month in which you satisfy all of the eligibility requirements, including the filing of a complete application. Retroactive benefits generally cannot be paid. Therefore, you should file your application no later than the month before your planned date of retirement.

## **FORMS OF PAYMENT AND SURVIVORS' BENEFITS**

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### **HOW WILL MY RETIREMENT PENSION BE PAID?**

If you are **not legally married**, the only available form of payment for you is a Single Life Annuity (as explained below). You must complete an application, but you have no choice about the form of your payment.

If you **are legally married** when your monthly benefit payments begin, benefits will be paid in the form of a **Joint and 50% Surviving Spouse Pension** (as explained below) unless you and your spouse elect otherwise in writing. However, if you are married for less than one year when your benefit payments begin but your spouse dies, or you are divorced, before you have been married for one full year, your future benefit payments will switch to a Single Life Annuity (and that spouse will not be entitled to survivor benefits upon your death).

**Available Forms of Payment for Married Participants.** If you are married, you have a choice of how your pension will be paid. You can choose a Single Life Annuity (with spousal consent), a Joint and 50% Surviving Spouse Pension, or a Joint and 75% Surviving Spouse Pension. You may change your election any time before you cash your first pension check by completing new application forms (subject to spousal consent, if applicable). Any change will not be effective unless and until the new completed application forms are received by the Fund Office. After you cash your first pension check, you cannot change your elections even if your marital status changes.

### **Single Life Annuity Provides No Survivor's Benefit**

If you are not legally married when your monthly retirement pension starts, or if you and your spouse reject the Joint and 50% Surviving Spouse Pension (and do not choose the Joint and 75% Surviving Spouse Pension), your benefit will be paid in the form of a Single Life Annuity, which provides you with a monthly income for your life only. All payments stop when you die.

### **Joint and 50% Surviving Spouse Pensions**

The Joint and 50% Surviving Spouse Pension provides reduced monthly benefits to you for life. The reduction is explained on page 15. After your death, monthly benefits continue to your surviving spouse for life. Your spouse's monthly benefit will be equal to 50% of the monthly benefit you were receiving before your death. The 50% survivor annuity is payable only to the eligible spouse to whom you were married when benefits began.

### **Joint and 75% Surviving Spouse Pensions**

The Joint and 75% Surviving Spouse Pension provides reduced monthly benefits to you for life. The reduction is explained on page 16. The amount of the reduction in your monthly pension is larger than under the Joint and 50% Surviving Spouse Pension (that is, your monthly pension is smaller) because your spouse's survivor pension is higher (75% instead of 50%). After your death, monthly benefits continue to your surviving spouse for life. Your spouse's monthly benefit will be equal to 75% of the monthly benefit you were receiving before your death. The 75% survivor annuity is payable only to the eligible spouse to whom you were married when benefits began.

For purposes of the Plan, your “spouse” is the person to whom you are legally married for federal law purposes. Effective June 26, 2013, this includes a same-sex spouse to whom you are legally married in accordance with the laws of any domestic or foreign jurisdiction. Your spouse will be determined on the date you begin your pension under the Plan, unless you die before starting your payments, then your spouse will be the person to whom you were married on your date of death. The term spouse also means a former spouse to the extent required by a qualified domestic relations order.

**One-Year Marriage Rule for Spouse to Be Eligible.** For your spouse to be eligible to receive one of the above survivor annuities, you must have been legally married to that spouse for at least one year before the effective date of your pension. If you are married for less than one year when your benefits begin, the rules for married participants apply to you and your spouse, however (1) if your spouse dies, or you are divorced, before you have been married for one full year, your future benefits switch to a Single Life Annuity, and (2) if you die before you have been married for one full year, your surviving spouse will not be entitled to survivor benefits. **If you are receiving benefits and your spouse dies or you divorce within one year of marriage, you should notify the Fund Manager immediately in order to have your future benefits switched to a Single Life Annuity.**

**Change of Marital Status.** If you are receiving benefits in the form of a Joint and Surviving Spouse Pension, and you are divorced *after* your benefit start date, you continue to receive the same reduced monthly benefits. Your former spouse (to whom you were married on your benefit start date) is still eligible for the survivor benefits after your death. If you later remarry after your benefit start date, you cannot change the form of your payment to provide lifetime benefits for your new spouse. (For information about the effect of divorce *before* your benefit start date, and qualified domestic relations orders, see "What Happens if I Divorce?" p. 20.) **You should notify the Fund Manager immediately of any change in your marital status.**

**Effect of Spouse's Death.** If you choose a Joint and 50% or 75% Surviving Spouse Pension, and your spouse dies *before* your benefit start date (or before you have been married for one full year), your choice becomes void, and your benefit would be paid as a Single Life Annuity. If your spouse dies *after* your benefit start date, you continue to receive the same reduced monthly benefits and no benefits are payable to anyone after your death (even if you later remarry). **You should notify the Fund Manager immediately in the event of your spouse's death.**

**Waiving the Joint and 50% Surviving Spouse Pension.** Spousal consent is not required for you to elect a Joint and 75% Survivor Annuity. To elect a Single Life Annuity, your spouse must consent to your rejection of the Joint and 50% Surviving Spouse Pension, and to your election of a Single Life Annuity, on a form provided by the Committee for that purposes. Your spouse must consent in writing to your election in the presence of a notary public. The form must be signed, notarized, and received by the Committee no more than 180 days before your benefit start date.

**Reduction for Joint and Survivor Pensions—In General.** The amount of your monthly benefit will be reduced because benefits are expected to be paid over the course of two lifetimes — yours and your spouse's. The amount of the reduction in your monthly benefit depends upon your age and your spouse's age when payments begin. The reduction will be less if your spouse is older than you are, and more if your spouse is younger. The reduction will remain in place for the remainder of your life, even if your spouse dies before you do. No survivor benefit is payable after the death of your spouse, even if you remarry. On the other hand, if you are divorced after payments begin and you were married to that spouse for at least one year, that former spouse will continue to be entitled to survivor benefits upon your death (see "What Happens if I Divorce?" p. 20).

**Reduction for Joint and 50% Surviving Spouse Pension.** Except for disability (see below), your monthly payment is a percentage of your monthly benefit. The basic percentage is 88%. This basic percentage is reduced by .4% for each year that your spouse is younger than you or increased by .4% for each year that your spouse is older than you. In the following examples, amounts are rounded up to the nearest 50¢.

For example: Joe retires on August 15, 2010, at age 65 with 15 years of Credited Service. Joe's wife is age 55 when he retires. Joe's maximum
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monthly benefit is \$1,500.00 (\$100.00 times 15).

After the reduction for the Joint and 50 % Survivor Annuity and the ten-year difference in their ages, Joe's monthly benefit beginning at September 1, 2010 will be \$1,260.00, calculated as follows:

Joe's monthly benefit	\$1,500.00
Reduction Factor	<u>84%</u> (88% - [.4% x 10])
	\$1,260.00

When he dies, Joe's wife will receive \$630.00 a month for life (50% of his benefit).

Here's another example: Bart retires on April 25, 2009, at age 65 with 15 years of Credited Service. Bart's wife is age 63 when he retires. Like Joe, Bart's maximum monthly benefit beginning on May 1, 2009 is \$1,500.00 (\$100.00 times 15). But, because Bart's wife is only two years younger than he is, the reduction factor is 87.2% and his reduced monthly benefit is \$1,308.00. When he dies, Bart's wife will receive \$654.00 a month for life.

**Reduction for Joint and 50% Surviving Spouse Pension—Disability.** If you are receiving a Disability Pension as a Joint and 50% Surviving Spouse Pension, your monthly payment is a percentage of your monthly benefit. The basic percentage is 77.5%. This basic percentage is reduced by .4% for each year that your spouse is younger than you or increased by .4% for each year that your spouse is older than you. In the following examples, amounts are rounded up to the nearest 50¢.

For example: Harry is 50 years old and has 20 years of Credited Service when he becomes Totally and Permanently Disabled as the result of a car accident. His disability retirement date is October 1, 2009. Harry is married, and his wife is 47 years old at the time of his disability. Harry's maximum monthly benefit is \$2,000.00 a month (\$100.00 times 20). Harry's Disability Pension, using a reduction factor of 76.3%, is paid as a Joint and 50% Surviving Spouse Pension of \$1,526.00 a month for life. When he dies, Harry's wife will receive \$763.00 a month for life.

**Reduction for Joint and 75% Surviving Spouse Pension.** For Joint and 75% Survivor Annuities except those for disability, your monthly payment is a percentage of your monthly benefit. The basic percentage is 83%. This basic percentage is reduced by .5% for each year that your spouse is younger than you or increased by .5% for each year that your spouse is older than you.

**Reduction for Joint and 75% Surviving Spouse Pension—Disability.** If you are receiving a Disability Pension as a Joint and 75% Survivor Annuity, your monthly payment is a percentage of your monthly benefit. The basic percentage is 70%. This basic percentage is reduced by .5% for each year that your spouse is younger than you or increased by .5% for each year that your spouse is older than you.

### **Single Sum Payment**

When you are ready to retire, if the total value of your vested benefit is \$1,000 or less, the only available form of payment is a single lump sum. No other forms of payment are available, and no spousal consent is required.

Federal law requires that the Plan withhold 20% of the single sum payment and send it to the IRS as income tax withholding, unless you elect to have the distribution directly rolled over into an IRA or another qualified retirement plan. Information on tax-free rollover of your benefits will be provided by the Fund Manager at the time you qualify to receive the single sum payment.

### **WILL MY SPOUSE RECEIVE A BENEFIT IF I DIE BEFORE I RETIRE?**

Your spouse is eligible to receive a Qualified Preretirement Survivor Annuity if (1) you die after August 23, 1984, (2) you have at least one hour of service under the Plan after July 31, 1976, (3) you are vested, and (4) you and your spouse have been legally married to each other for at least the one-year period immediately before your death.

If you die **before** the earliest date you are eligible to receive a retirement pension (other than a Disability Pension), your spouse will be eligible to receive a benefit on the first date you would have been eligible to receive benefits had you survived. The amount of the Qualified Preretirement Survivor Annuity will be equal to the benefit that would have been payable to your spouse had you terminated employment on the date of death, survived to your earliest retirement age, started receiving benefits in the form of a Joint and 50% Surviving Spouse Pension, and then died the next day.

If you die before retirement but on or **after** the earliest date you are eligible to receive a retirement pension (other than a Disability Pension), your spouse will be eligible to receive immediately a monthly benefit. The amount of the Qualified Preretirement Survivor Annuity will be equal to the benefit that would have been payable to your spouse had you started receiving benefits in the form of a Joint and 50% Surviving Spouse Pension on the date of your death, and then died the next day.

In the unlikely event that you properly elected to have your benefits paid as a Joint and 75% Surviving Spouse Pension, but you die during the 180-election period before your payments begin, the amount of the Qualified Preretirement Survivor Annuity will be calculated based upon the Joint and 75% Surviving Spouse Pension.

If you die on or after January 1, 2007 while performing qualified military service, you will be treated as if you had been reemployed and immediately thereafter terminated employment due to death for purposes of determining your spouse's entitlement to any additional benefits (other than additional benefit accruals relating to the period of qualified military service) that would have been provided under the Plan under those circumstances. This applies only if you would have had reemployment rights under the law had you lived.

## **WORKING AFTER RETIREMENT**

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### **What Happens if I Return to Work After My Benefits Start?**

If you return to work (as described below) after you retire for any reason, your monthly retirement benefit may be temporarily suspended, depending on your age and the amount of time you work. The suspension rules do not apply to employment after the April 1st following the calendar year you reach age 70½. (See p. 3 for rules applicable to when a Disability Retirement Pension stops.)

#### ***If You Are Age 65 or Older***

If you work for less than eight days in a month, your pension will not be suspended. Paid time off and partial days, except time paid by Workers' Compensation or disability, count toward the eight days. Your benefits will be suspended during any month that you work for eight or more days in any geographic area or industry covered by the Plan when your benefit payments begin (whether or not you worked in such geographic area or industry before retirement), and in any occupation in which you were employed at any time under the Plan. **You are required to notify the Committee of any period that you perform such work, even if you do not work or plan to work eight or more days in the month.** If you do not report your period of work, the Committee will assume that you have worked eight days that month and every following month until they receive notification stating otherwise, which means that your pension will be temporarily suspended.

You have the right to ask the Committee for an advance determination about whether any job or position you take would cause your benefits to be temporarily suspended. You may be required to provide information about income earned, including a copy of any relevant tax documents, as well as information on duties you will perform, and the skills required so that a decision can be provided to you. If you fail to provide the requested information and you begin working at another job, your benefit will be suspended.

#### ***If You Are Under Age 65***

Your benefits may be suspended for any month after you retire in which you work in any industry and in any business, activities engaged in by an employer who has maintained in the past or who is currently maintaining the Plan for which contributions are or were paid to the Plan. However, if you work for less than eight days in a month with the same employer from which you retired, and on days that the routes were not regularly scheduled, your pension will

not be suspended. Paid time off and partial days, except time paid by Workers' Compensation or disability, count toward the eight days.

If you are employed in such work for one or more consecutive months, the Committee may suspend your benefits for an additional six consecutive months. In addition, if you fail to report any period of such work, the Committee will suspend your benefits for six more consecutive months.

### **What Happens if I Disagree with the Committee's Ruling?**

If you disagree with the Committee's ruling to suspend your benefits or with its finding that the work you are performing makes you ineligible to receive benefits, you may file a written request for review with the Committee within 180 days of the notice of suspension or ineligibility.

### **How Can I Begin to Receive My Pension Again After Suspension?**

If your pension has been suspended, **you must notify the Committee when you stop working in the employment which caused the suspension.** After the Committee receives your notification, benefit payments will be paid as of the first of the month after your suspension ends.

### **What if I Receive My Benefit During a Month It Should Have Been Suspended?**

If you receive your benefit during any month that it should have been suspended, the Committee can recover this overpayment through deductions from future payments.

### **How Can I Be Sure That I Know the Latest Suspension Rules?**

When your benefit starts, the Committee will notify you of the rules about returning to work after retirement. If you do not receive this notice, or you would like a new one, please ask the Fund Office for a copy of the suspension notice.

## **CLAIMS PROCEDURE**

### **What Happens if My Claim for a Pension is Denied?**

*The Plan's complete Claims Procedure is in the Plan document, Section 12.7. Please see this section of the Plan if your application for benefit is denied and you wish to have the decision reviewed.*

If you believe you are entitled to a benefit that you have not received or if you disagree with any determination made by the Committee regarding your benefit (such as the amount of your benefit or how it is calculated), you may submit a claim for benefits under the Plan. However, the time period during which you can submit a claim for benefits (including the time period to bring suit after exhausting the Plan's claims and appeals procedures) is limited. If you fail to make a timely claim for benefits or you fail to timely appeal a denied claim, you may lose your right to those benefits.

If you file a claim and then receive a decision you disagree with, you have the right to have your claim referred to the Fund Manager whose name and address is listed at the end of this booklet.

If a claim is denied, in whole or in part, within 90 days (180 days if special circumstances require an extension) the Fund Manager must tell you the specific reasons for the denial, the exact Plan provision(s) on which the decision was based, what additional material or information may be necessary to complete your application and why, and what procedure you should follow to get your claim reviewed.

If a claim is denied by the Fund Manager, you have the right to apply for a review by the Committee. You must do this in writing, within 60 days after you receive the claim denial. If you wish, you can review any documents the Fund Manager has that concern your application, such as copies of the Plan or special information relating to your claim. Your review application may include any additional information that you wish to supply.

After receiving this application, the Committee will review your claim. The Committee has discretionary authority to construe the terms of the Plan, to determine the facts, to apply the terms of the Plan to the facts and to make benefit eligibility determinations.

The Committee must make a final decision on your claim at the next regularly scheduled meeting of the Committee which is at least 30 days after your review request was received (or at the next following meeting if special circumstances require an extension). The final decision must be in writing, clearly stating the reasons for the decision and the provisions of the Plan upon which the decision was based.

If you wish to preserve any rights you may have to a benefit under the Plan, including your right to pursue your claim in court, you must follow the Plan's Claims Procedure.

### **Timing and Forum Restrictions for Filing a Claim in Court**

You may not bring an action in any court or file any charge, complaint or action with any state, federal or governmental agency until all available appeals as currently described in the Plan and this Summary Plan Description have been exhausted. If you wish to challenge a denied claim for benefits, you generally must file a civil action in a court of competent jurisdiction in the Commonwealth of Pennsylvania no later than eighteen (18) months from the date on which the Plan Administrator denies your appeal or any other applicable "notice date" as defined in the Plan (e.g., the date of payment of a lump sum benefit, the date of the first installment payment of an annuity benefit, the date of issuance of a written statement of benefits, etc.). After the eighteen (18) month period has lapsed, all suits regarding a denial of your claim for benefits on appeal are barred.

### **DIVORCE**

#### **What Happens if I Divorce?**

A qualified domestic relations order may give your former spouse or another party some rights to part or all of your pension, payable at any time after you reach early retirement age, whether or not you are retired at that time. The court order must clearly identify the alternate payee and the part of your benefit to which he or she has a claim. Your former spouse's claims under such domestic relations orders, take precedence over other parties' claims, including yours and those of any of your subsequent spouses. The Committee has adopted Qualified Domestic Relations Order Procedures to determine whether a court order will be treated as qualified so as to entitle a spouse, former spouse or a child to receive a portion of your pension. You may contact the Fund Manager for a copy of the Qualified Domestic Relations Order Procedures. If you are receiving a Joint and Surviving Spouse Annuity and are later divorced, your former spouse to whom you were married on the date your payments began will continue to be entitled to survivor benefits.

### **PLAN TERMINATION**

#### **What Happens if the Plan Terminates?**

The Unions and the employers who have established this Plan intend the Plan described in this booklet to continue indefinitely but reserve the right to amend or terminate it at any time. If the Plan terminates, you will be entitled to any benefit you have accrued to the extent then funded.

Generally, if the Plan is terminated, and there are unfunded vested benefits, the contributing employers would be responsible for contributing some or all of the amount needed to fund the benefits. This obligation is referred to as Withdrawal Liability.

#### **Statement by the Pension Benefit Guaranty Corporation**

Regulations of the U.S. government require that this Summary Plan Description include the statement which appears below. The statement was drafted by the federal government. The Committee cannot take any responsibility for the accuracy or completeness of the 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 less than five 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, at 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

### **ERISA RIGHTS STATEMENT**

Regulations of the U.S. government require that this Summary Plan Description include the statement which appears below. The statement was drafted by the federal government. The Committee cannot take any responsibility for the accuracy or completeness of the statement. As permitted by the regulations, portions of the statement that are not applicable to the Plan have been omitted and outdated information has been updated.

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall 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 administrator may make a reasonable charge for the copies.

- Receive an annual funding notice.
- 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 get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court in the Commonwealth of Pennsylvania after exhausting the Plan's claims and appeals procedures described in the Plan. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court after exhausting the Plan's claims and appeals procedures described in the Plan. 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, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-3272 or via the Internet at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **OTHER IMPORTANT FACTS ABOUT THE PLAN**

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Under ERISA, you are entitled to know a number of legal facts about your Plan. Documents relating to the Plan are available upon written request to the Fund Manager. The following information will help you to properly identify your Plan if you have any questions about your benefits.

**Name of Plan:** Philadelphia Bakery Employers' and Food Driver Salesmen's Union Local No. 463 and Teamsters' Union Local No. 676 Pension Fund

**Employer Identification Number (EIN) Assigned by the Internal Revenue Service:**  
23-6537145

**Plan Number:** 001

**Type of Plan:** Defined Benefit

**Plan Sponsor - Pension Committee and Plan Administrator:**

As of the date on the cover of this booklet, the Committee Members are those listed below.

<b>Union Committee Members</b>	<b>Employer Committee Members</b>
Robert Ryder - Chairman	Louis A. Minella - Secretary
Joseph Ryder	Joanna Morabito
Richard Deal	Patrick Sullivan

The Committee Members change from time to time. This booklet cannot always be updated whenever these changes occur. A current list of Committee Members is available by calling the Fund Manager at the phone number below. To contact the Pension Committee, or individual Committee Members, please write to the Pension Committee, c/o Fund Manager at the address below.

The Committee has complete authority, in its 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.

**Fund Manager and Fund Office**

Administrative Service Professionals, Inc.  
Kevon Office Center  
2500 McClellan Avenue  
Suite 140  
Pennsauken, NJ 08109  
Phone: (856) 382-2400  
Fax: 856-382-2416

**Union**

Union means the Food Driver Salesmen, Dairy and Ice Cream Workers' Local Union No. 463, the International Union of Operating Engineers Local No. 835 of Philadelphia, the Teamsters' Union Local No. 676, their successor or successors resulting from combination, consolidation or merger, and such other unions which are permitted by the Committee to participate in the Plan with respect to their employees or that represent Employees who are covered by a Collective Bargaining Agreement or a participation agreement that provides for their participation in the Plan.

**Collective Bargaining Agreements Available**

The Plan is maintained, in part, pursuant to collective bargaining agreements with the Union. If you are covered by a collective bargaining agreement between the Union and a contributing employer, you may examine, or obtain a copy of, the collective bargaining agreement that applies to you by writing to the Fund Office.

**Agents for Service of Legal Process:**

Administrative Service Professionals, Inc.  
Kevon Office Center  
2500 McClellan Avenue  
Suite 140  
Pennsauken, NJ 08109  
Service of legal process may also be made on the Committee Members.

**Plan Year:** August 1 through July 31

**Source of Contributions:** Participating Employers. Administrative Service Professionals, Inc. will provide you, upon written request, with a list of the names and addresses of participating Employers.

## **APPENDIX A**

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To determine the dollar amount of your maximum monthly pension, refer to the dates shown in bold print below. Find the range of dates that includes the last day you earned Credited Service and follow the instructions. Remember that Credited Service includes complete and partial years (see "Credited Service," p. 9).

**June 1, 2003 or later, and retired on July 1, 2003 or later**

Your maximum monthly pension is equal to \$100.00 times all your Credited Service.

**July 1, 2002 through May 31, 2003**

Your maximum monthly pension is equal to \$75.00 times all your Credited Service.

**July 1, 2000 through June 30, 2002**

Your maximum monthly pension is equal to \$70.00 times all your Credited Service.

**July 1, 1997 through June 30, 2000**

Your maximum monthly pension is equal to \$60.00 times all your Credited Service.

**May 1, 1996 through June 30, 1997**

Your maximum monthly pension is equal to \$47.00 times all your Credited Service.

**May 1, 1995 through April 30, 1996**

Your maximum monthly pension is equal to \$44.00 times all your Credited Service.

**May 1, 1994 through April 30, 1995**

Your maximum monthly pension is equal to \$40.00 times all your Credited Service.

**May 1, 1993 through April 30, 1994**

Your maximum monthly pension is equal to \$34.00 times all your Credited Service.

**May 1, 1990 through April 30, 1993**

Your maximum monthly pension is equal to \$32.00 times all your Credited Service.

**July 1, 1989 through April 30, 1990**

Your maximum monthly pension is equal to \$25.00 times all your Credited Service.

**July 1, 1987 through June 30, 1989**

Your maximum monthly pension is equal to \$21.00 times all your Credited Service.

**July 1, 1984 through June 30, 1987**

Your maximum monthly pension benefit is the sum of two calculations. Use the calculations beneath the range of dates below that includes your last day of Credited Service before retirement.

**January 1, 1987 and June 30, 1987**

\$17.00 times all your Credited Service earned before January 1, 1984

**PLUS**

\$20.00 times all your Credited Service earned January 1, 1984 or later

**August 1, 1985 and December 31, 1986**

\$14.00 times all your Credited Service earned before January 1, 1984

**PLUS**

\$20.00 times all your Credited Service earned January 1, 1984 or later

**July 1, 1984 and July 31, 1985**

\$13.00 times all your Credited Service earned before January 1, 1984

**PLUS**

\$20.00 times all your Credited Service earned January 1, 1984 or later

**January 1, 1959 through June 30, 1984**

To determine your maximum monthly pension, use the calculation directly beneath the range of dates that includes the first of the month following your last day of Credited Service before retirement.

**October 1, 1981 through June 30, 1984**

\$11.00 times all your Credited Service

**August 1, 1978 through September 30, 1981**

\$8.00 times all your Credited Service

**January 1, 1972 through July 31, 1978**

\$7.00 times all your Credited Service

**August 1, 1968 through December 31, 1971**

\$6.00 times all your Credited Service

**August 1, 1962 through July 31, 1968**

\$5.00 times all your Credited Service

**January 1, 1959 through July 31, 1962**

\$4.00 times all your Credited Service

**Before January 1, 1959**

Add the following calculations.

\$2.33 1/3 times your first 15 years of Credited Service

**PLUS**

\$3.00 times all your Credited Service over 15 years

Your actual monthly benefit may be less if you worked for certain employers during specific periods (see "Proportional Benefit," p. 6), if you receive an early retirement pension (see "Early Retirement Pension Eligibility," p. 3) or if you receive a Joint and Survivor Annuity (see "Available Forms of Payment for Married Participants," p. 13).