
**MINNEAPOLIS RETAIL MEAT CUTTERS
AND FOOD HANDLERS PENSION PLAN**

**PLAN DOCUMENT
AND SUMMARY PLAN DESCRIPTION**

AMENDED AND RESTATED EFFECTIVE MARCH 1, 2015

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PLAN DOCUMENT

1.01 ELIGIBILITY FOR PARTICIPATION IN THE PLAN

- A. INITIAL PARTICIPATION.** An Employee becomes eligible to participate in the Plan immediately upon the Employee's commencement of Employment in Covered Service with a contributing Employer; provided that, Employees of the Union, of the Trustees, and of the Administrative Manager, as approved by the Trustees, will be eligible for participation only if the Employer does not make contributions to any other retirement plan (other than Social Security) on their behalf.
- B. SUBSEQUENT PARTICIPATION.** If an Employee who had become a Participant under the Plan should ever cease to be a Participant, then that Employee will immediately become a Participant again in the Plan upon the Employee's recommencement of Employment in Covered Service with a Contributing Employer.
- C. EMPLOYER CONTRIBUTIONS.** Effective March 1, 1994, the following coverage rules will apply. Only Employer Contributions, as provided, below, to the Trust Fund are permitted under this Plan. Contributions by a Participant or an Employee on the Participant's or Employee's own behalf are not permitted under this Plan. Employer Contributions will be allowed as follows:
1. Contributions by Employers Signatory to a Collective Bargaining Agreement or Other Approved Written Agreement. Any Employer who has agreed to contribute to the Trust Fund on behalf of its Collectively Bargained Employees pursuant to the provisions of the Collective Bargaining Agreement:
 - a. Will contribute on behalf of each and every one of those Collectively Bargained Employees; and
 - b. May contribute on behalf of each and every Alumni Employee; and
 - c. Unless otherwise required by the Participation Agreement, the required monthly Employer Contribution for all Employees described in paragraph (1)(b) above will be determined:
 - i) As though the Employee was working normal full-time hours under the applicable Collective Bargaining Agreement at that time, or if less,
 - ii) By applying the part-time contribution rate in that Collective Bargaining Agreement, as that agreement requires.

2. Contributions by the Union. The Trustees may permit the Union to contribute to the Trust Fund. If so, the Union:
 - a. Will contribute on behalf of each and every one of its Employees covered by a Collective Bargaining Agreement to which the Union is bound as an Employer and which requires Employer Contributions to the Trust Fund, and;
 - b. May contribute on behalf of:
 - i) Each and every one of its Non-Collectively Bargained Employees; or
 - ii) Each and every Alumni Employee; but
 - c. For purposes of coverage under paragraphs (2)(b)(i) and (b)(ii) above, the Union need not contribute on behalf of Employees who are included in another unit of employees covered by a collective bargaining agreement with a labor union, if retirement benefits were the subject of good faith bargaining between such related organization and the labor union; and
 - d. Unless otherwise required by the Participation Agreement, the required monthly Employer Contribution for all Employees described in paragraphs (2)(b)(i) and (b)(ii) will be determined:
 - i) As though the Employee was working normal full-time hours under the applicable Collective Bargaining Agreement at that time, or if less,
 - ii) By applying the part-time contribution rate in that Collective Bargaining Agreement, as that agreement requires.
3. Contributions by the Administrative Manager. The Trustees may permit the Administrative Manager to contribute to the Trust Fund. If so, the Administrative Manager:
 - a. Will contribute on behalf of each and every one of its Employees covered by a Collective Bargaining Agreement to which the Administrative Manager is bound as an Employer and which requires Employer Contributions to the Trust Fund, and;
 - b. May contribute on behalf of each and every one of its Non-Collectively Bargained Employees, but
 - c. For purposes of coverage under paragraph (3)(b) above, need not contribute on behalf of Employees who are included in another unit of employees covered by a collective bargaining agreement with a labor union, if retirement benefits were the subject of good faith

- bargaining between such related organization and the labor union;
and
- d. Unless otherwise required by the Participation Agreement, the required monthly Employer Contribution for all Employees described in paragraph (3)(b) will be determined:
 - i) As though the Employee was working normal full-time hours under the applicable Collective Bargaining Agreement at that time, or if less,
 - ii) By applying the part-time contribution rate in that Collective Bargaining Agreement, as that agreement requires.
4. Documentation in Support of Contributions. For any coverage permitted under paragraphs (1)(b), or (2)(b)(i) and (b)(ii), or (3)(b) each Employer must:
- a. Execute a written Participation Agreement as required by the Trustees which binds the Employer to the terms of this Plan document and specifies the detailed basis upon which the Employer Contributions are to be made to the Trust Fund;
 - b. Execute such documents and certifications as may be required by the Internal Revenue Service, or as may be reasonably required by the Trustees, to enable the Plan to secure a determination letter of federal tax exemption or to maintain its tax exemption and/or qualified plan status.
5. Compliance with Non-Discrimination Requirements. In administering the types of coverage provided in this Section, the Trustees will not permit any coverage inclusions or exclusions which would contravene the non-discrimination requirements of the Code and applicable regulations. The Trustees are authorized to take any and all steps as outlined in this Plan document and otherwise to ensure compliance with such non-discrimination requirements and with the terms of any Participation Agreement, including, but not limited to, requiring an Employer to retroactively include in its coverage one or more of its eligible Employees and make Employer Contributions on behalf of such Employee(s) in accordance with the terms of this Agreement.

1.02 SERVICE

A. HOUR OF SERVICE for all purposes under the Plan means each hour for which:

1. An Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer in Covered Service during the applicable computation period. These Hours of Service will be credited to the Employee for the computation period or periods in which the duties are performed.
2. An Employee is paid, or entitled to payment, by a Contributing Employer on account of a period of time during which no duties are performed in Covered Service (irrespective of whether the Employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. These hours will be credited to the computation period or periods during which no duties are performed beginning with the first unit of time to which the payment relates. Notwithstanding the preceding two sentences,
 - a. No more than five hundred one (501) Hours of Service will be credited under this paragraph (2) to an Employee on account of any single continuous period during which the Employee performs no duties in Covered Service (whether or not such period occurs in a single computation period);
 - b. An Hour of Service for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed in Covered Service will not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workman's compensation laws, unemployment compensation laws or disability insurance laws; and
 - c. Hours of Service will not be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this paragraph (2), a payment will be deemed to be made by or due from a Contributing Employer regardless of whether such payment is made by or due from the Contributing Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Contributing Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

3. Back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Contributing Employer to the extent that the award or agreement is intended to compensate an Employee for periods during

which the Employee would have been engaged in Covered Service. These Hours of Service will be credited to the computation period or periods to which the award or agreement for back pay relates, rather than to the computation period in which the award, agreement, or payment is made. The same Hours of Service will not be credited both under paragraph (1), above, or paragraph (2), above, as the case may be, and under this paragraph (3). Thus, for example, an Employee who receives a back pay award following a determination that the Employee was paid at an unlawful rate for Hours of Service previously credited will not be entitled to additional credit for the same Hours of Service. Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in paragraph (2), above, will be subject to the limitations set forth in that paragraph. For example, no more than five hundred one (501) Hours of Service are required to be credited for payments of back pay, to the extent that such back pay is agreed to or awarded for a period of time during which an Employee did not or would not have performed duties.

U.S. Department of Labor Regulations Sections 2530.200b-2(b) ("Special rule for determining hours of service") and 2530.200b-2(c) ("Crediting of hours of service to computation periods"), as amended from time to time, are incorporated by reference, but only to the extent not inconsistent with the definition of Hours of Service set forth above.

- B. YEAR OF SERVICE FOR ELIGIBILITY PURPOSES.** Except as provided in Subsection 1.02(E) below, a Year of Service for eligibility purposes means a twelve (12) month computation period during which an Employee has completed at least one thousand (1,000) Hours of Service. To determine an Employee's eligibility to participate, the computation period will begin on the date of the Employee's commencement of Employment with an Employer and on each succeeding anniversary date of that date; provided, however, that if an Employee fails to complete one thousand (1,000) Hours of Service during the first computation period, then the second computation period will be the Plan Year which includes the first anniversary of the Employment commencement date, and succeeding computation periods will be computed on the basis of the Plan Year.

For purposes of this Subsection 1.02(B) only, the definition of Hours of Service in Subsection 1.02(A) is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition of Hours of Service but for the fact that the hour relates to Contiguous Noncovered Service instead of to Covered Service.

- C. YEAR OF SERVICE FOR VESTING PURPOSES.** Except as provided in Subsection 1.02(E) below, a Year of Service for vesting purposes means a consecutive twelve (12) month computation period during which an Employee has completed at least one thousand (1,000) Hours of Service. To determine vesting the computation period will coincide with the Plan Year. An Employee will receive credit for a Year of Service for vesting purposes if the Employee completes a Year of Service for eligibility purposes even though the Employee has not completed one thousand (1,000) Hours of Service in either Plan Year which includes a portion

of the twelve (12) month computation period beginning on the Employee's Employment commencement date.

For purposes of this Subsection 1.02(C) only, the definition of Hours of Service in Subsection 1.02(A) is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition of Hours of Service but for the fact that the hour relates to Contiguous Noncovered Service instead of to Covered Service.

- D. YEAR OF SERVICE FOR BENEFIT ACCRUAL.** Except as provided in Subsection 1.02(E) below, a Year of Service for benefit accrual purposes means a consecutive twelve (12) month computation period during which an Employee has completed at least one thousand (1,000) Hours of Service which will be pro-rated for credited service. The computation period will coincide with the Plan Year.

For purposes of this Subsection 1.02(D), the definition of Hours of Service in Subsection 1.02(A) is not modified to include any hour of Contiguous Noncovered Service. Contiguous Noncovered Service does not count as service for purposes of benefit accrual.

- E. Years Of Service prior To May 2, 2010**

The minimum required Hours of Service for determining Years of Service for eligibility, vesting and benefit accrual purposes prior to May 2, 2010 is eight hundred fifty (850) Hours of Service. Any references to one thousand (1,000) Hours of Service in Subsections 1.02(A), (B), and (C), above, will be changed to eight hundred fifty (850) Hours of Service. This change will be pro-rated over the first Plan Year in which the change is effective, March 1, 2010 through February 28, 2011.

1.03 BREAK IN SERVICE

- A. FOR YEARS OF SERVICE OCCURRING PRIOR TO THE FIRST RESTATEMENT DATE.** The Break in Service rules in effect under the Plan as it was then constituted will be applicable.
- B. FROM AND AFTER THE FIRST RESTATEMENT DATE.** Break in Service means a twelve-month computation period during which an Employee fails to complete or be credited with at least four hundred twenty-five (425) Hours of Service; provided, however, that absence under the following conditions will not constitute a Break in Service:
1. Absence from work pursuant to leave of absence granted under the provisions of a Collective Bargaining Agreement or other approved written agreement for any period of not less than four (4) weeks while totally disabled due to any illness or injury;
 2. Absence from work because of partial disability for which an Employee receives Credited Service;
 3. Leave of absence for the purpose of serving in the military or naval forces of the United States, or the merchant marine of the United States, under Selective Service, or during war or international police action (except any Participant who voluntarily re-enlists in any of these organizations) and/or the incurrence of Military Service; provided that the provisions of Subsection 1.04(E) are satisfied; or
 4. In the case of Plan Years beginning on or after March 1, 1987, a Break in Service will not occur under the circumstances provided in paragraphs (1) through (3) above nor under the following circumstances:
 - a. By reason of the pregnancy of the Participant;
 - b. By reason of the birth of a child of the Participant;
 - c. By reason of the placement of a child with the Participant in connection with the adoption of such child by the Participant (including placement with the Participant for trial period prior to adoption); or
 - d. For purposes of caring for such child for a period beginning immediately following such birth or placement.

If the Participant's inability to earn a Year of Service is due to any of the conditions set forth in subparagraphs (a) through (d) of this paragraph (4), the Participant will be credited with Hours of Service provided either: (i) the Administrative Manager has reasonable access to the relevant information, or (ii) the Participant furnishes to the Administrative Manager such timely information as the Administrative Manager may reasonably require to establish that the absence from work is for one of the reasons referred to

above and the number of days for which there was such an absence. The Hours of Service will be credited to the Plan Year in which the period of absence begins if but for such crediting there would be a one (1) year Break in Service in such Plan Year. The Hours of Service to be credited are the Hours of Service which otherwise would normally have been credited to the Participant but for such absence. If the Administrative Manager is unable to determine the number of such hours, eight (8) hours will be credited per day of such absence. In no event, however, will more than five hundred one (501) Hours of Service be credited for such period of absence.

C. THE EFFECT OF A BREAK IN SERVICE is as follows:

1. Years of Service before such break will not be required to be taken into account under the Plan ("forfeited") until the Participant has completed a Year of Service after the Participant's return;
2. In the case of a Participant who does not have a non-forfeitable right to any portion of his or her accrued benefit, Years of Service before any one (1) year Break in Service will be forfeited if the number of consecutive one (1) year Breaks in Service equals or exceeds the aggregate number of Years of Service prior to such break (excluding Years of Service which are forfeited by reason of any prior Break in Service); provided, however, service will not be forfeited under this paragraph (2) until a Participant has incurred at least two (2) consecutive one (1) year Breaks in Service.
3. For Plan Years beginning on or after March 1, 1987, and in the case of a Participant who does not have a non-forfeitable right to any portion of his or her accrued benefit, Years of Service before any one (1) year Break in Service will be forfeited if the number of consecutive one (1) year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of Years of Service prior to such break (excluding Years of Service which are forfeited by reason of any prior Break in Service). Years of Service that were forfeited under the Break in Service provisions in effect before March 1 1987, will remain forfeited.

D. For purposes of this Section 1.03 only, the definition of Hours of Service in Subsection 1.02(A) is modified to include any hour of Contiguous Noncovered Service that would satisfy that definition but for the fact that the hour relates to Contiguous Noncovered Service instead of to Covered Service.

E. The Break in Service provisions, as provided in this Section, apply equally to both Past Service and Future Service.

F. The Break in Service provisions of this Section 1.03 are modified for purposes of the Thirty (30) Year Retirement and the Modified Thirty (30) Year Retirement. See Sections 1.07(B) (4) and 1.08(G) (3) for these rules.

1.04 CREDITED SERVICE

Credited Service for purposes of determining a Participant's accrued benefit means the sum of all applicable Covered Service, as defined in Subsection 1.16(K) and set forth in this Section below; provided, however, that there will be no duplication of Credited Service for Hours of Service which may be creditable under more than one Subsection of this Section.

A. PAST SERVICE means service, if any, which is credited to a Participant due to service performed for an Employer prior to the establishment of the Plan or prior to the Date The Employer Became A Contributing Employer, whichever is applicable as indicated below. The maximum allowable Past Service credit is twenty (20) years.

1. For Full Time Employment:

- a. Participants who are represented by or are salaried or clerical employees of District Local 653-653A, or of the Trustees, who first met the eligibility requirements on March 1, 1960 will receive Credited Service for each week in which the Participant was employed by his or her employer a minimum of twenty-five (25) hours, provided such employment was performed prior to March 1, 1960, while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement; or,
- b. Participants represented by the Union who first met the eligibility requirements on the Date on which their Employer Became A Contributing Employer on their behalf will receive Credited Service for each week in which the Participant was employed by his or her Employer in Full Time Employment, as defined in Subsection 1.16(P), and provided such Employment was performed while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement prior to the Date on which the Participant's Employer Became A Contributing Employer. In addition, service performed within the jurisdiction of former Local 615 (653B) will constitute Past Service, provided that the Employee was employed under the terms of a Collective Bargaining Agreement with Local 615 on the date of the merger with Local 653 and further provided that the Participant continued to be so employed until such Date as the Participant's Employer Became A Contributing Employer. Provided, however, any previous service performed by the Participant while covered under a Collective Bargaining Agreement with Local 653-653A or other approved written agreement prior to the date the Participant became a member of former Local 615 or 653B will not be included as Credited Service unless the Participant has acquired a non-forfeitable right to that service pursuant to the vesting provisions in effect at the time of the termination, or unless the transfer between District Local 653-653A and former Local 615 or 653B was made

within a twenty-six (26) week period and both employers were Contributing Employers at the time of the transfer. These provisions will not, however, cause prior service which has been forfeited pursuant to the Break in Service rules of the Plan to be reinstated.

2. For Part Time Employment:

- a. Participants who are represented by or are salaried or clerical employees of District Local 653-653A or of the Trustees who first met the eligibility requirements on March 1, 1977, will receive Credited Service for each week in which the Participant was employed by the Participant's employer less than twenty-five (25) hours and provided such employment was performed prior to March 1, 1977, while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement; or,
- b. Participants represented by the Union who first met the eligibility requirements on the Date on which their Employer Became A Contributing Employer on their behalf will receive Credited Service for each week in which the Participant was employed by the Participant's Employer in Part Time Employment, as defined in Subsection 1.16(P), and provided such Employment was performed while the Participant was covered under a Collective Bargaining Agreement or other approved written agreement prior to the Date on which the Participant's Employer Became A Contributing Employer under paragraph (2) of Subsection 1.16(L). In addition, service performed within the jurisdiction of former Local 615 (653B) will constitute Past Service provided that the Participant was employed under the terms of a Collective Bargaining Agreement with Local 615 on the date of the merger of Local 615 with Local 653 and further provided that the Participant continued to be so employed until such Date as the Participant's Employer Became A Contributing Employer under paragraph (2) of Subsection 1.16(L). However, prior service performed while covered under a collective bargaining agreement with Local 653-653A or other approved written agreement before the date the Participant became a member of former Local 615 or 653B will not count as Credited Service unless: (i) the Participant has a non-forfeitable right according to the vesting provisions in effect at the time of the termination; or (ii) the transfer between District Local 653-653A and former Local 615 or 653B was made within a twenty-six (26) week period and both employers were Contributing Employers at the time of the transfer. These provisions will not, however, cause prior service which has been forfeited pursuant to the Break in Service rules of the Plan to be reinstated.

- B. FUTURE SERVICE** means service, if any, which is credited to the Participant due to service for a Contributing Employer performed in Covered Service as set forth below:
1. From and after the First Restatement Date, Participants will receive Credited Service for all hours of Covered Service performed or received by them prior to their attainment of seventy (70) years of age. The preceding sentence notwithstanding, Participants who accrue at least one (1) Hour of Service in a Plan Year commencing on or after March 1, 1989 will receive Credited Service for all such service performed or accrued after the Participant reached age sixty-five (65).
 2. Prior to the First Restatement Date, Participants who are represented by or are salaried or clerical employees of the Union or of the Trustees will receive Credited Service for each week, prior to their attainment of sixty-five (65) years of age, for which an Employer Contribution was made on their behalf.
- C. CREDITED SERVICE FOR INJURY OR DISEASE.** Notwithstanding the exclusion of certain hours compensated under certain workers' compensation, unemployment compensation, or disability plans from the definition of Hours of Service in Subsection 1.02(A), Credited Service, not exceeding a maximum of twenty-six (26) weeks per Participant, will be earned commencing with the first day of the 5th week, and for absences from work in excess of four (4) weeks due to the following:
1. Injury or disease sustained in the course of Covered Service and with respect to which the Participant receives workers' compensation benefits during such period of absence; or
 2. Leave of absence from Covered Service granted under the provisions of a Collective Bargaining Agreement for personal injury or illness.
- D. CREDITED SERVICE FOR PARTIAL DISABILITY.** Notwithstanding the exclusion of certain hours compensated under certain workers' compensation, unemployment compensation, or disability plans from the definition of Hours of Service in Subsection 1.02(A), Credited Service will be granted to a Participant who becomes partially disabled, as determined in accordance with rules promulgated by the Trustees and uniformly applied to all Participants, provided all of the following conditions are satisfied:
1. At the time such partial disability is incurred, such Participant works in Full Time Employment for a Contributing Employer and has a one hundred percent (100%) non-forfeitable interest in his or her accrued benefit; and
 2. Such partially disabled Participant continues to work in Part Time Employment for a Contributing Employer; and

3. Contributions on the Participant's behalf are made in accordance with the Plan dated February 29, 1960, or as subsequently amended and restated.

- E. CREDITED SERVICE FOR MILITARY SERVICE.** Credited Service for a leave of absence will be granted as determined in accordance with rules promulgated by the Trustees and uniformly applied to all Participants for periods of absence from Covered Service for the purpose of service in the military or naval forces of the United States, or the merchant marine of the United States, under Selective Service or during war or international police action (except where a Participant voluntarily re-enlists in any of these organizations) provided that the Participant enters such service within ninety (90) days of the Participant's last date of active Employment and returns to Covered Service within ninety (90) days of the date the Participant is first eligible for release from such service; and provided further that the period of such active Employment be not less than one (1) year.

Effective for all Participants incurring Military Service ending on or after October 13, 1996, Participants who return to work for a Contributing Employer (within the time limits described below) following an honorable discharge from Military Service will be entitled to Credited Service for benefit accrual and vesting purposes (and will not experience a Break in Service as a result of that Military Service) in accordance with the following provisions.

1. For purposes of this Section, Military Service includes:

Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and absence from work for an examination to determine a person's fitness to perform any of these duties in the uniformed services, though not extending for a period of more than five (5) years. Uniformed services includes the Army, Navy, Air Force, Marine Corps, or Coast Guard, Reserve units of those groups, the Army and Air National Guards, the Commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

2. A Participant must notify the Trustees in writing prior to or upon entry into Military Service.
3. A Participant who has been discharged from Military Service must return to work for a Contributing Employer within the following time limits in order to be eligible for the crediting of Employer Contributions and Service:
 - a. If the Participant was in Military Service for less than thirty-one (31) days, the Participant must return to work on the next regularly scheduled work day following an eight (8) hour period after discharge.
 - b. If the Participant was in Military Service for thirty-one (31) to one hundred eighty (180) days, the Participant must return to work within fourteen (14) days of discharge.

- c. If the Participant was in Military Service for more than one hundred eighty (180) days, the Participant must return to work within ninety (90) days of discharge.

These time limits may be extended (in accordance with federal law) for Participants who suffered a service-connected injury or illness.

- 4. Participants who return to employment with a Contributing Employer must
 - a. Provide the Trustees a copy of discharge papers within fourteen (14) days of returning to work. The discharge papers must indicate the date of induction, the date of discharge or termination of duty, and whether or not the discharge was honorable (The Participant must have received an honorable discharge to be eligible for benefits).
 - b. Notify the Trustees if the Participant has returned to work, but with a different Employer than the Employer the Participant was employed by at the time of entry into Military Service.
- 5. The amount of service to be credited to a Participant returning from Military Service will be determined by multiplying the total period of Military Service (stated in weeks and decimal portions of months) by the weekly average number of Hours of Service worked by the Participant for all Contributing Employers in the twelve (12) consecutive month period immediately preceding entry into Military Service. If the Participant had been employed by Contributing Employers for less than twelve (12) months prior to entering Military Service, the monthly average Hours or Service worked will be calculated over that shorter period.
- 6. Effective on or after January 1, 2007, a Participant who dies while in Military Service will be treated as if the Participant had returned to employment with a Contributing Employer immediately prior to the Participant's death. The Participant will be granted Credited Service and Vesting Service (and will not experience a Break In Service as a result of that Military Service) from the date Military Service began up to the date of the Participant's death.
- 7. Liability for any Employer Contributions due as a result of a Participant's Military Service will be allocated to the last Contributing Employer the Participant worked for before entering Military Service.

1.05 CREDITING HOURS OF SERVICE FOR BENEFIT DETERMINATION

A. COMPUTATION OF CREDITED SERVICE FOR PURPOSES OF RETIREMENT BENEFITS.

1. One Complete Year of Credited Service

Two thousand (2,000) hours of Credited Service in any particular computation period will be deemed one (1) complete year of Credited Service. A Participant may not receive more than one (1) year of Credited Service during any single computation period.

2. Partial Year of Credited Service

Partial years of Credited Service will be granted on a pro-rated basis for Credited Service in any particular computation period totaling less than two thousand (2,000) hours and will be calculated by dividing the number of hours of Credited Service a Participant earned in such a computation period by two thousand (2,000); provided, however, that except as otherwise provided,

a. For Hours of Service earned on or before May 1, 2010, Credited Service will not be granted for a computation period which includes less than eight hundred fifty (850) hours of Credited Service.

b. For Hours of Service earned on or after May 2, 2010, Credited Service will not be granted for a computation period which includes less than one thousand (1,000) hours of Credited Service.

Partial years of Credited Service will be granted on a pro-rated basis for a computation period, regardless of the number of Hours of Service accrued in such period, if such period also includes a Participant's employment commencement date or termination date. Partial years of Credited Service will also be pro-rated for the Plan Year March 1, 2010 through February 28, 2011.

For purposes of determining a Participant's Credited Service, the computation period will be the Plan Year.

B. CREDITED SERVICE FROM AND AFTER THE FIRST RESTATEMENT DATE.

On or after the First Restatement Date, a Participant will receive one (1) hour of Credited Service for each hour of Future Service performed in a computation period.

C. CREDITED SERVICE FOR FULL TIME EMPLOYMENT PRIOR TO THE FIRST RESTATEMENT DATE.

A Participant will receive one complete year of Credited Service for each computation period prior to the First Restatement Date during

which the Participant is credited with thirty-two (32) or more weeks of Future Service or verifiable Past Service in Full Time Employment.

D. CREDITED SERVICE FOR PART TIME EMPLOYMENT PRIOR TO THE FIRST RESTATEMENT DATE. A Participant will receive Credited Service for computation periods prior to the First Restatement Date and for which service is not credited pursuant to Subsection 1.05(C) of this document as follows:

1. Twenty (20) hours of Credited Service for each week of Future Service in Part Time Employment;
2. Forty (40) hours of Credited Service for each week of Future Service in Full Time Employment;
3. Twenty (20) hours of Credited Service for each week of verifiable Past Service in Part Time Employment; provided, however, Past Service for Part Time Employment will not be granted under this Subsection (D) on behalf of Employees of employers who are not Contributing Employers with respect to Employees in Part Time Employment; and,
4. Forty (40) hours of Credited Service for each week of verifiable Past Service in Full Time Employment.

E. COMPUTATION OF PAST SERVICE CREDIT. In crediting Past Service under this Plan, the Trustees may rely on any records which may be maintained by the Employer, the Union, or which are otherwise reasonably accessible to verify and compute the Past Service credit to which any Participant may be entitled; provided, however, that for service on and after March 1, 1972, and prior to the First Restatement Date the records of contributions made by Employers on behalf of Employees to the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund will be conclusive, where applicable.

1.06 VESTING

A. VESTING ON RETIREMENT. A Participant will have a one hundred percent (100%) non-forfeitable interest in his or her accrued benefit upon the occurrence with respect to the Participant, of one of the following events:

1. The Participant's Normal, Early, or Deferred Retirement as defined in this document;
2. The Participant's Disability Retirement caused by Total and Permanent Disability as provided in this document; or
3. The complete or partial termination of the Plan.

B. VESTING ON TERMINATION OF EMPLOYMENT. In the event of a Participant's voluntary or involuntary termination of Employment and in the absence of the occurrence of an event as outlined in Subsection 1.06(A) above, a Participant's interest in his or her accrued benefit will become one hundred percent (100%) non-forfeitable in the Participant as follows:

1. The accrued benefit of Participants terminating Employment prior to the First Restatement Date will become non-forfeitable on the Participant's attainment of the following:
 - a. Fifteen (15) years of Credited Service in Full Time Employment (as defined by the Plan as in effect prior to the First Restatement Date), for at least five (5) years of which Employer Contributions were received by the Plan, and the Participant's forty-fifth (45th) birthday; or
 - b. Twenty (20) years of Credited Service in Full Time Employment (as defined by the Plan as in effect prior to the First Restatement Date), for at least five (5) years of which Employer Contributions were received by the Plan.
2. For Participants terminating employment from and after the First Restatement Date the accrued benefit will become non-forfeitable upon the Participant attaining ten (10) Years of Service for vesting purposes.
3. Notwithstanding the preceding paragraph (2), effective March 1, 1989, for each Participant deemed to be an "Employee" pursuant to Subsection 1.16(N)(2) or Subsection 1.16(N)(3) who accrues at least one (1) Hour of Service in any Plan Year after March 1, 1989, the Participant's accrued benefits will become non-forfeitable upon attaining five (5) Years of Service for vesting purposes, regardless of whether any or all of those Years of Service are accrued while the Participant is an "Employee" as defined by the above mentioned Sections of this document.
4. Effective March 1, 1998, the accrued benefits of Participants who earn at least one (1) Hour of Service, on or after March 1, 1998, will become non-