

# Minneapolis Retail Meat Cutters and Food Handlers Pension Plan

3001 Metro Drive - Suite 500  
Bloomington, MN 55425

## Application for Retirement Benefits

- ❖ Please read the entire form before answering any questions.
- ❖ Please answer all questions that apply to you.
- ❖ Please sign and date the application and send in **proof of age**. **If your name as it appears on your Proof of Age varies from your current name, you will be required to submit proof of name change (example: marriage certificate).**
- ❖ Please return completed application (pages 1-4)
- ❖ If you have any questions about this form or the application process, please call the Fund Office at 952-851-5797 or Toll Free 1-844-468-5917.

I, \_\_\_\_\_, apply for Pension Benefits from the Minneapolis Retail Meat Cutters and Food Handlers Pension Plan, to be effective on the 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Month)

### PART I – PARTICIPANT INFORMATION

1. Name \_\_\_\_\_  
Last First Middle
2. Address \_\_\_\_\_  
Number and Street City State Zip
3. Birth Date: \_\_\_\_\_ Phone#: \_\_\_\_\_
4. Social Security Number: \_\_\_\_\_
5. Check the following boxes and fill in your Retirement Date:
  - I am currently working in the grocery industry Y\_\_\_\_ N\_\_\_\_
  - I last worked or will work in the grocery industry on \_\_\_\_\_  
Month/Day/Year
  - I will Retire\*\* on \_\_\_\_\_  
Month/Day/Year

\*\*To be considered "retired" for purposes of the Plan, you must have completely severed your employment relationship with all Contributing Employers. You will be considered "retired" as of the first day of the calendar month after both of the following have occurred:

- A. Your complete severance of employment with all Contributing Employers as well as any employment that would be considered disqualifying employment (see page 5) and the application of all paid time and unused vacation and holiday pay following the severance, regardless of any other apportionment of your paid time and vacation and holiday pay agreed to by you and the Contributing Employer; and
- B. Your completion and filing with the Plan of an Application for Retirement Benefits.

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**PART I - PARTICIPANT INFORMATION (continued)**

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6. Type of Retirement Pension for which I am applying:

- Normal Retirement
- Thirty (30) Year Retirement
- Early Retirement
- Disability Retirement
- Deferred Retirement

7. Marital Status:

A. At the date first payment will be made to me, I will be:  
(check only one)

- Married
- Divorced
- Single
- Widowed
- Separated

B. If you are married, please answer the following questions:

1. Spouse's Name \_\_\_\_\_
2. Spouse's Date of Birth \_\_\_\_\_  
Month/Day/Year
3. Spouse's Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
4. Date of Marriage \_\_\_\_\_  
Month/Day/Year

C. Does any prior spouse have a claim against your pension benefits?

- No
- Yes, please explain:

8. Have you ever served active or reserve duty in the military service of the United States?

- No
- Yes

If yes, please provide the following information:

Military Branch:	
Induction Date:	Discharge Date:
Was Discharge Honorable?	

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**PART II – DISABILITY PENSION INFORMATION**

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*Please complete this section if you are applying for a Disability Pension benefit.*

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9. Describe your disability

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. Have you ever applied for Social Security Disability Benefits?

- Yes
- No

If yes, have those benefits been

- Approved
- Denied
- Still pending

Please include a copy of the approval/denial letter with this application.

B. When did you become totally and permanently disabled? \_\_\_\_\_  
Month/Day/Year

C. Have you worked in any occupation since you became disabled?

- No
- Yes

D. If yes, please provide the following information:

Employer:	
Position:	
Monthly Earnings:	
From:	To:

## **CERTIFICATION AND SIGNATURE**

I hereby apply for a retirement benefit from the Minneapolis Retail Meat Cutters and Food Handlers Pension Plan. The information I have provided in this application is complete and true to the best of my knowledge and belief. I understand that if any of the information I have provided is false, I may be disqualified from receiving a benefit under this Plan, and the Trustees of the Plan will have the right to recover any payments made to me as a result of those false statements.

I hereby state and certify that I have read the following Plan rules concerning Resuming Work After Retirement. I agree that I will comply with these rules, including, but not limited to, notifying the Plan within twenty one days after I return to work. I also understand and agree that my retirement benefits may be suspended according to the Plans rules.

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

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**PART III - (continued)**

**PART III – NOTICE ABOUT RESUMING WORK AFTER RETIREMENT**

Below are the Plan’s rules concerning resuming work after retirement. Under the rules, you will be required to notify the plan if you return to work after you retire and your retirement benefit may be suspended if you perform certain types of work after you retire.

**Suspension of Normal Retirement Benefits for Benefits Accrued On and After October 1, 2003**

If a Participant has attained his or her Normal Retirement Date, is eligible to receive benefits, and April 1 of the year following the calendar year in which the Participant attains age seventy years and six months (70 ½) has not passed, your monthly benefit payment will be suspended for any month for which you performed or were paid for work in disqualifying employment. “Disqualifying employment”, for purposes of this subsection, means employment or self-employment in any month in which you work or are paid for more than sixty-four (64) hours and which:

- (a) Is with an employer or business which is engaged in any business or industry of a type engaged in by any Contributing Employer when your retirement benefit payments began (or would have begun if you had not remained in or returned to employment); and
- (b) Involves the use of a skill or skills learned during your Covered Service or supervisory skills related to those skills; and
- (c) Is work performed in whole or in part in one or both of the two (2) following geographic areas:
  - (1) In the Minnesota counties of Hennepin, Ramsey, Dakota, Anoka, Washington, Scott, and Carver; or
  - (2) In the geographic area covered by any of the Collective Bargaining Agreements under which the Plan is established and maintained.

Paid non-work time counts as disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a Worker’s Compensation or temporary disability law does not count.

**Suspension of Benefits Other Than Normal Retirement Benefits for Benefits Accrued On and After October 1, 2003**

If you have retired and are receiving a retirement benefit other than a Normal Retirement Benefit, your monthly retirement benefit payment will be suspended for any month in which you performed or were paid for work in disqualifying employment.

“Disqualifying employment”, for purposes of this subsection, means employment or self-employment which:

- (a) Is with an employer or business which:

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**PART III - (continued)**

- (1) Engages, at any of its facilities, in sales to consumers of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers whether the employer is engaged in selling a full line of these products or is a specialty retailer. Employment with an employer or business which engages in general retailing where the sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers is an inconsequential part of the business when considered as a whole; and at each and every facility operated by the employer or business, is not considered to be disqualifying employment;
- (2) Engages in baking, meat cutting and processing, cooking or otherwise preparing food items for consumption, and packaging of food items, unless the employer or business is a restaurant where all but an inconsequential part of its product is consumed on the premises;
- (3) Engages in wholesale sales of groceries, meats, prepared foods, baked goods, or other products sold by Contributing Employers;
- (4) Manufactures products sold by Contributing Employers; or
- (5) Consults to or sells or represents products or services to any employer or business described in this paragraph (a); and
  - (b) Is performed, in whole or in part, in the state of Minnesota or in any portion of a standard metropolitan statistical area (SMSA) which is located in part in Minnesota and in part in another state; and
  - (c) Is in any job or capacity, whether as an employee or independent contractor, with an employer or business, described in paragraph (a). Employment with an employer or business which manufactures products sold by Contributing Employers will be considered to be disqualifying employment only if your position involves, in whole or in part, consulting with or selling or representing of products to Contributing Employers.

Employment with an employer or business which is a Contributing Employer will be considered disqualifying employment only for any month in which you work or are paid for more than sixty-four (64) hours.

Paid non-work time counts as disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a Worker's Compensation or temporary disability law does not count.

**Suspension of Retirement Benefits for Benefits Accrued Before October 1, 2003**

If a Participant has retired (or has attained Normal Retirement Age), is eligible to receive benefits, and April 1 of the year following the calendar year in which the Participant attains age seventy years and six months (70 ½) has not passed, your monthly benefit will be suspended for any month for which you were paid for at least sixty-four (64) hours in disqualifying employment. "Disqualifying employment", for purposes of this subsection, means employment or self-employment that is:

- (a) In an industry (the wholesale and retail food, sausage, and meat industries and any other business activity of a type engaged in by Contributing Employers) covered by the Plan when your retirement benefit payments began or would have begun if you had not remained in or returned to employment; and

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**PART III - (continued)**

- (b) In the geographic area covered by the Plan (which will be deemed to be coextensive with the territorial jurisdiction of the Collective Bargaining Agreements pursuant to which the Plan is established and maintained) when your retirement benefit payments began or would have begun if you had not remained in or returned to employment; and
- (c) In a trade or craft in which you worked under the Plan at any time.

If you become reemployed to an extent sufficient to cause suspension of benefits, and your retirement benefit payments are subsequently resumed, the industry and geographic area covered by the Plan “when your retirement benefit payments began” will be the industry and geographic area covered by the Plan when your retirement benefit payments were resumed.

Paid non-work time will be counted toward the measure of sixty-four (64) hours if paid for vacation, holiday, illness, or other incapacity, layoff, jury duty, or other leave of absence. Time compensated under a Worker’s Compensation or temporary disability law will not be counted.

**A. NOTICES AND PROCEDURES**

1. You are required to notify the Plan in writing within 21 days after starting any work of a type that is or may be Disqualifying Employment, whether or not the employment is or is intended to be for 64 or fewer hours per month. The notice must inform the Plan of the name and address of the employer, the name and address of the place of employment (if different from the employer’s name and address), your job classification, the duties you will perform, the businesses in which the employer is engaged, and the products in which the employer deals.
2. If the Plan requests, you must provide the Plan access to reasonable information for the purpose of verifying your employment. The Plan may require you to submit paycheck stubs, Internal Revenue Forms 1040 (with attachments), release forms permitting the Plan to obtain information from the employer, and other similar information and material.
3. The Plan can request that you provide an annual affidavit, in a form acceptable to the Plan, which:
  - a. Certifies in writing that you are unemployed or, in the alternative,
  - b. Provides information satisfactory to the Plan to enable the Plan to conclude that your employment is not Disqualifying Employment.
4. If you do not respond to the Plan’s request for information or certification, or if you provide an incomplete or inadequate response, the Plan may withhold payment of your monthly benefit payments until you provide a complete and adequate response.
5. If you have worked in Disqualifying Employment in any month and have failed to give timely notice, the Plan can presume that you worked sufficient hours in that month and all later months (through the time the notice is provided) to cause suspension of benefits. You may overcome this presumption by providing evidence satisfactory to the Plan that the work should not have resulted in your benefits being suspended.
6. The Plan will notify retirees at least once each Plan Year of these notification requirements and presumptions.
7. If your benefits have been suspended, you must notify the Plan in writing when your Disqualifying Employment has ended. The Plan will not resume monthly benefit payments until you give this notice.
8. If your benefits have been suspended, you must notify the Plan in writing when your

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**PART III - (continued)**

Disqualifying Employment has ended. The Plan will not resume monthly benefit payments until you give this notice.

9. You may request, in writing, that the Plan give you a determination as to whether a specific job or work will constitute Disqualifying Employment. Your request must include the name and address of the employer, the address of the place of employment, your job classification, the duties to be performed, the businesses in which the employer is engaged, and the products in which the employer deals. The Plan will only make a determination if you provide enough specific information for the Plan to reasonably conclude whether the employment is or is not Disqualifying Employment.
10. You may seek review of the Plan's determination suspending benefits or that certain employment is Disqualifying Employment according to the Plan's procedures for appealing benefits denials.

**B. SUSPENSION AND RESUMPTION OF BENEFIT PAYMENTS**

1. Suspension of Benefits means you will not be entitled to and will not be paid benefits for the application month. If benefits were paid for a month for which benefits were later deemed to be suspended, the Plan will recover the overpayment through deductions from future pension payments.
2. Benefit payments will resume after suspension no later than the first day of the third month after the last calendar month for which benefits were suspended, if, but only if you have complied with the notification requirements stated above.
3. Overpayments attributable to payments made for any month or months for which you had Disqualifying Employment will be deducted from monthly benefit payments otherwise paid or payable to you or your surviving beneficiary after the period of suspension.

For benefits suspended under Part A, above, the Plan will deduct 100% of each monthly benefit payment upon your resumption of benefits after suspension (except the last one if the remaining suspended amount is less than 100% of the payment).

For benefits suspended under Part B, above, the Plan will deduct 100% (or less if the suspended amount is less than 100% of the payment) of the first monthly benefit payment upon resumption of benefits after suspension and 25% of each subsequent pension payment (except the last one if the remaining suspended amount is less than 25% of the payment).

4. When monthly benefit payments resume following suspension under Parts A or B, above, your monthly benefit will be the same dollar amount as it was immediately before the suspension. Suspended payments are permanently forfeited. If your benefit payments were suspended because of Disqualifying Employment that is also Covered Service, the monthly benefit when payments resume will include an additional amount equal to any accrued benefits earned for Credited Service during your Disqualifying Employment at the Plan's benefit rate in effect during your Disqualifying Employment.
5. Your election of a Payment Plan in effect immediately before your suspension of benefits and any other benefit following your death will remain in effect if your death occurs while benefits are in suspension.

**C. REGULATION CONTROLLING**

The suspension of benefit rules of the Plan are intended to be interpreted and administered according to Department of Labor Regulations, Section 2530.203-3.