

UFCW AND FELRA SEVERANCE PLAN
APPEALS COMMITTEE MEETING
FEBRUARY 13, 2018

UFCW & FELRA SEVERANCE FUND

AGENDA

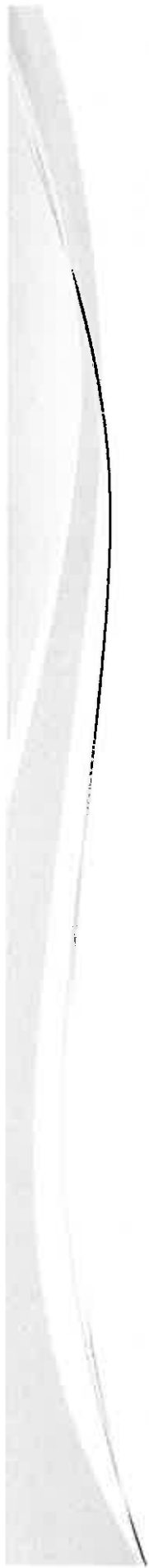
FEBRUARY 13, 2018

- I. SEVERANCE PRESENTATION (pg. 1 – 13)**
- II. SEVERANCE APPEALS (pg. 14 – 41)**
- III. EXHIBITS (pg. 42 – 51)**
- IV. ATTORNEY'S REPORT**
- V. ADJOURNMENT**

**SEVERANCE
PRESENTATION**

UFCW & FELRA SEVERANCE PLAN PROCESSING REVIEW

February 13, 2018



Severance Plan Definitions

- Severance from Service Date, per pages 12-13 SPD
- **Severance from Service Date.** Effective July 17, 2015, Your Severance from Service Date is the earlier of:
- (a) The date your employment with all Employers terminates; or

Severance from Service Date

- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three-year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or

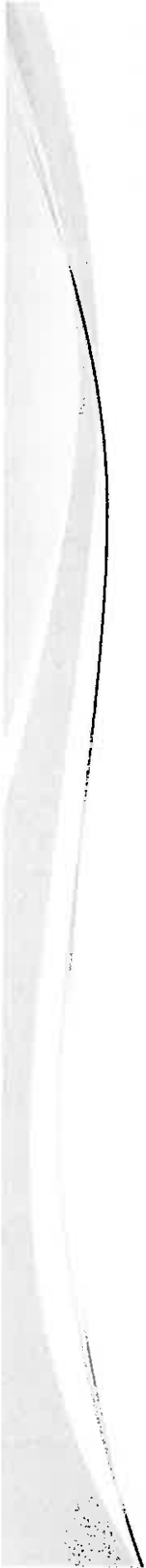
ASSOCIATED ADMINISTRATORS, LLC

Severance from Service Date

- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the six month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer).

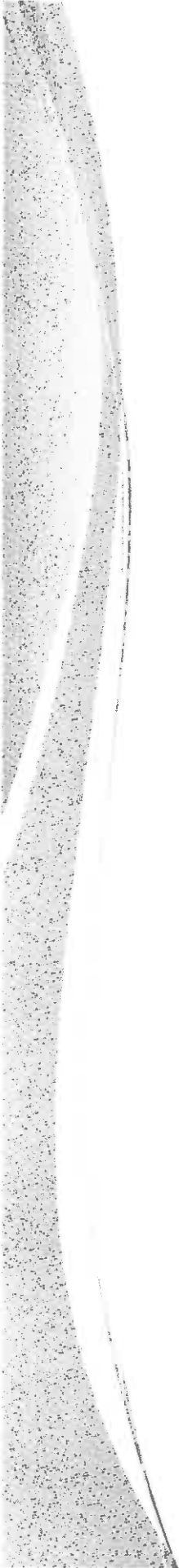
Severance from Service Date

- Whether you have experienced a termination of employment for purposes of determining your Severance from Service Date will be based on whether the facts and circumstances indicate that you and/or your Employer reasonably expected that you would perform no further services for the Employer. If you file a formal grievance relating to your termination, your Severance From Service Date will not occur until the earlier of: (i) the completion of the grievance process, provided the grievance process upholds your termination; (ii) the date you withdraw your grievance; or (iii) six months after your termination date that is the subject of the grievance, unless you provide written evidence to the Fund that arbitration has been filed relating to the grievance, in which case the applicable date will be the date the arbitration is concluded (by settlement or a decision of the arbitrator).



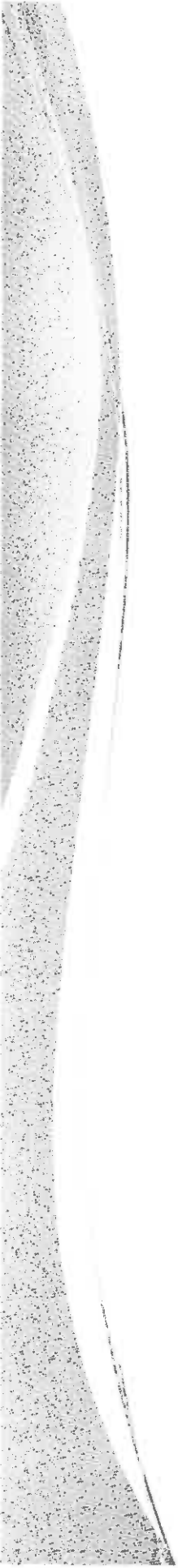
Severance from Service Date

- Termination Example
- LOA Example
- Transfer Outside of CBA Example



Termination example

- Denise is terminated September 9, 2017.
- Her severance from service date is that date, provided there is no expectation that she will immediately return to employment with any contributing employer (e.g. terminate with Giant and return to work with Safeway).
- Her earliest period of receipt of a severance check is 4 months from that date, and the latest she could receive a check is December 31, 2018.



LOA Example

- Priscilla is placed on medical LOA as of July 8, 2016.
- She subsequently was terminated by her employer, as of February 8, 2017.
- The earliest she can receive her severance benefit is June 8, 2017 (4 months after termination) as the termination occurred earlier than the date that would have been the three-year anniversary of the leave of absence.

Transfer From CBA Position

- Michael transfers out of a CBA position as of July 31, 2016.
- 6 months after such transfer is January 31, 2017.
- The earliest he could receive his severance check is May 31, 2017. The latest he could receive his check is December 31, 2017.

SEVERANCE ESTIMATES

- On average, we receive 45 Requests for Estimates per month
- Requests for estimates received via:
 - Pension process
 - Phone calls
 - Benefit Service Request forms
 - Outreach by Fund office, such as notices sent upon COBRA eligibility
- Verification of deadline for collection
- Service/Hours verified with Employer
- Estimate Letter mailed to participant with reminder about deadline for collection
- Estimates increase during periods of buyouts or potential buyouts

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SEVERANCE APPLICATIONS

- On average, we receive 26 Severance Applications per month, absent a buyout process, (which increases the application volume substantially)
- Verification of deadline for collection
- Hours/Service verified with employer
- Severance calculation is verified
- Tax withholding verified
 - Severance subject to Federal income tax, FICA/FUTA
- Salary must be verified, as severance payment cannot be greater than double annual salary

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Severance Payment Deadlines

- You will receive your benefit no earlier than four months after your Severance from Service Date, and your benefit must be paid no later than the latest of:
 - 1) The last day of the calendar year in which the four-month waiting period expires; or
 - 2) The 15th day of the third calendar month following the expiration of the four-month waiting period.

Severance Payment Deadlines

- Here are some examples of how it works:

Severance from Service Date:	You Can Receive Your Benefit on or After:	You Must Receive Your Benefit by this Date or it Is Forfeited:
January 15, 2018	May 15, 2018	December 31, 2018
April 1, 2018	August 1, 2018	December 31, 2018
June 22, 2018	October 22, 2018	January 15, 2019
July 10, 2018	November 10, 2018	February 15, 2019
August 13, 2018	December 13, 2018	March 15, 2019
October 20, 2018	February 20, 2019	December 31, 2019

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SEVERANCE APPEALS

Severance Appeals

- Current Severance Appeals Pending Committee Review

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Safeway
DATE OF HIRE: April 28, 1988

LOCAL: 400
STATUS: Terminated, March 2, 2014

ISSUE: Late Application

#S15/108-3392

FUND RULE:

"Severance from Service Date

(a) Effective September 28, 2008, if you are an Employee Covered by a Collective Bargaining Agreement, your Severance From Service Date is the earlier of: (1) the date your employment relationship with an Employer terminates, or (2) the first anniversary of the first date of your absence from employment with any employer for any other reason, including, but not limited to disability, sickness, or leave of absence.

Whether a termination of employment has occurred will be determined by the Fund based on the facts and circumstances and in accordance with federal law."

(UFCW & FELRA Severance Plan SPD, Page 11)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked:	March 2, 2014
Deadline for Collection of Severance:	December 31, 2014
Completed Severance Application Received:	February 23, 2015
Denial of Severance Letter Mailed:	May 21, 2015
Appeal Received:	June 22, 2015

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "My severance response (application) was mailed December 2014 and I do not understand how you received it in February 2015. I also was not aware of an expiration date of my severance package."

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003 and April 15, 2011. A Severance application was mailed on October 10, 2014. The Fund office received a completed Severance application on February 23, 2015 (signed and dated November 5, 2014). After a review of her file with Safeway, it was verified that her employment terminated on March 2, 2014. The Fund office mailed a letter to the participant on May 21, 2015, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2014, based on her termination date of March 2, 2014).

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Safeway
DATE OF HIRE: February 23, 1975

LOCAL: 400
STATUS: Terminated, April 30, 2015

ISSUE: Late (No) Application

#S16/100-0799

FUND RULE:

"Severance from Service Date

(a) Effective September 28, 2008, if you are an Employee Covered by a Collective Bargaining Agreement, your Severance From Service Date is the earlier of: (1) the date your employment relationship with an Employer terminates, or (2) the first anniversary of the first date of your absence from employment with any employer for any other reason, including, but not limited to disability, sickness, or leave of absence.

Whether a termination of employment has occurred will be determined by the Fund based on the facts and circumstances and in accordance with federal law."

(UFCW & FELRA Severance Plan SPD, Page 11)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked:	April 30, 2015
Deadline for Collection of Severance:	December 31, 2015
Completed Severance Application Received:	None
Denial of Severance Letter Mailed:	January 7, 2016
Appeal Received:	January 22, 2016

The participant is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "Prior to my retirement on May 1, 2015, I read and completed all information and forms requested in my retirement package. Everything was submitted accurately and on time. In all of this paperwork and subsequent paperwork, I have never received any notification regarding a particular deadline to request my severance benefit. Prior to May 1, 2015, I received one letter regarding my severance benefit. It provides my approximate severance amount and stated that in order to receive the severance benefit, I needed to complete a severance application... Again, no deadline was given in the letter. I called the Fund office in December, requesting a severance application, again, without any knowledge of a deadline. For tax purposes, I was waiting to receive my severance in the new year." The participant further states, "Without question, if I had known about this deadline, I would have certainly requested my severance in the appropriate timeframe. It makes no sense for me to give up that amount of money if I had known of that deadline."

UFCW & FELRA Severance Plan

Appeal: S16/100-0799

Page 2

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003 and April 15, 2011. A Severance benefit estimate was mailed to the participant, upon request, on April 20, 1999, October 17, 2001, September 14, 2004, March 18, 2010, and January 27, 2015. The participant subsequently retired effective May 1, 2015 and his pension through the FELRA & UFCW Pension Fund commenced at that time. Several months later, the participant requested another Severance benefit estimate on January 5, 2016 (signed and dated December 31, 2015 and postmarked January 2, 2016). After a review of his file, it was re-verified that his employment terminated on April 30, 2015. The Fund office mailed a letter to the participant on January 7, 2016, advising that a Severance benefit was denied because a completed Severance application was never received and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2015, based on his termination date of April 30, 2015).

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: April 16, 1984

LOCAL: 27
STATUS: Terminated, June 30, 2015

ISSUE: Late Application

#S16/103-9036

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked:	February 3, 2015
Deadline for Collection of Severance:	January 15, 2016
Completed Severance Application Received:	February 10, 2016
Denial of Severance Letter Mailed:	April 4, 2016
Appeal Received:	April 11, 2016

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "When I applied for my pension, I was not aware that I had to apply for severance separately. When I called, no one informed me that I had a timeline to file."

UFCW & FELRA Severance Plan

Appeal: S16/103-9036

Page 2

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003 and April 15, 2011. A severance benefit estimate was mailed to the participant, upon request, on July 28, 2015. The participant later submitted an application for a pension benefit on February 1, 2016 and that application was processed at that time. The participant submitted a completed Severance application on February 10, 2016 (signed and dated February 8, 2016). After a review of her file, a letter was mailed on April 4, 2016, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by January 15, 2016, based on her termination date of June 30, 2015).

ACTION:

Approved

☐

Denied

☐

Tabled

☐**COMMENTS:**

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: August 14, 1995

LOCAL: 400
STATUS: Terminated, June 30, 2015

ISSUE: Late Application

#S16/122-5138

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked:	June 27, 2015
Deadline for Collection of Severance:	January 15, 2016
Completed Severance Application Received:	May 19, 2016
Denial of Severance Letter Mailed:	June 27, 2016
Appeal Received:	August 29, 2016

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "I resigned my position June 27, 2015 and contacted the Fund office several times about Severance and retirement. I was initially told I would have to wait until retirement age before I could receive any benefits. I was told a package would be sent to me. The package that was sent had no mention of an eligibility period."

UFCW & FELRA Severance Plan

Appeal: S16/122-5138

Page 2

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003 and April 15, 2011. The participant called the Fund office on July 6, 2015, to inquire about his eligibility for Pension benefits. The participant called the Fund office again on April 7, 2016, to request a Severance application. A Severance application was mailed to the participant that same day. The participant submitted a completed Severance application on May 19, 2016 (signed and dated May 14, 2016). After a review of the file, a letter was mailed on June 27, 2016, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by January 15, 2016, based on his termination date of June 27, 2015).

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: October 30, 1972

LOCAL: 27
STATUS: Retired, June 1, 2015

ISSUE: Late Application

#S16/119-5847

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked:	May 16, 2015
Deadline for Collection of Severance:	December 31, 2015
Completed Severance Application Received:	April 28, 2016
Denial of Severance Letter Mailed:	May 23, 2016
Appeal Received:	August 10, 2016

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "I was told by making a phone call to the union office that I had four months to apply for my money. I thought there was no limit on when you could apply for it. I wanted to wait for the next year for tax purposes to apply for it. Then I was told that I waited too long. I have 42 years of service. I beg of you to approve my appeal. I am so sorry for this misunderstanding."

UFCW & FELRA Severance Plan

Appeal #: S16/119-5847

Page 2

Fund records indicate a UFCW & FELRA Severance Plan SPD was mailed to the participant on May 27, 2003. A letter was mailed to the participant on June 18, 2008 which outlined the changes to the Severance payment deadline for severance from service dates after September 28, 2008. A Severance benefit estimate was mailed to the participant, upon request, on December 17, 2012. The Fund office subsequently learned that the participant's employment terminated on May 16, 2015. A Severance benefit application was mailed to the participant on September 18, 2015, reminding of the Fund's Severance from Service Date rule and the deadline to collect. A completed Severance benefit application was received on April 28, 2016 (signed and dated April 25, 2016). After a review of the file with Giant, it was re-verified that employment terminated on May 16, 2015. The Fund office mailed a letter to the participant on May 23, 2016, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2015, based on a termination date of May 16, 2015).

Note: The participant's address was updated on September 12, 2000. No return mail has been received from the post office.

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Safeway
DATE OF HIRE: October 12, 1994

LOCAL: 400
STATUS: Terminated, January 31, 2013

ISSUE: Late Application, Late Appeal

#S16/121-0867

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

"If you experience a Severance from Service Date and subsequently become re-employed by an Employer, you will be treated as a newly hired Employee under the Plan and your eligibility to participate will be determined based on the provisions of the Collective Bargaining Agreement between your Employer and the Union.

Remember, if you are treated as a new Giant or Safeway Employee on or after March 26, 2000, you are not eligible to participate again in the Fund."

(UFCW & FELRA Severance Plan SPD, August 2016, page 29)

"HOW TO APPEAL A DECISION ON YOUR CLAIM

If you receive an adverse benefit determination, you (or your authorized representative) may appeal the decision by writing a letter to the Board of Trustees within 60 days after receiving the determination letter."

(UFCW & FELRA Severance Plan SPD, Page 28)

UFCW & FELRA Severance Plan

Appeal: S16/121-0867

Page 2

SUMMARY:	Last Day Worked:	February 4, 2013
	Deadline for Collection of Severance:	December 31, 2013
	Severance Application Received:	January 19, 2016
	Denial of Severance Letter Mailed:	March 17, 2016
	Appeal Received:	August 23, 2016 (159 days)

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "When I separated from Safeway, I began working with Giant Food, with the same local union (400) within two weeks, on February 16, 2013. I did not realize that the Severance package went with the employing company, rather than with the union when staying within the same union. Therefore, I did not file for my severance benefits until I was informed at a meeting that there might be an issue."

Fund records indicate the participant was employed by Safeway from November 12, 1994 through February 4, 2013. The participant began employment with Giant on February 18, 2013. A UFCW & FELRA Severance Plan SPD was mailed to the participant on May 27, 2003 and April 15, 2011. A Severance application was mailed to the participant on April 29, 2013. Another Severance application was mailed to the participant on September 18, 2013. A completed Severance application was received on January 19, 2016 (signed and dated January 15, 2016). After a review of the file, a letter was mailed to the participant on March 17, 2016, advising that a Severance benefit was denied because a completed Severance application was received late, and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2013, based on a termination date of February 4, 2013).

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: December 14, 1987

LOCAL: 400
STATUS: Terminated, August 31, 2015

ISSUE: Late Application

#S16/124-3673

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

(a) The date your employment with all Employers terminates; or

(b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or

(c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

"If you experience a Severance from Service Date and subsequently become re-employed by an Employer, you will be treated as a newly hired Employee under the Plan and your eligibility to participate will be determined based on the provisions of the Collective Bargaining Agreement between your Employer and the Union.

Remember, if you are treated as a new Giant or Safeway Employee on or after March 26, 2000, you are not eligible to participate again in the Fund."

(UFCW & FELRA Severance Plan SPD , August 2016, page 29)

SUMMARY:

Last Day Worked:	July 25, 2015
Deadline for Collection of Severance:	February 15, 2016
Severance Application Received:	March 24, 2016
Denial of Severance Letter Mailed:	September 14, 2016
Appeal Received:	October 7, 2016

UFCW & FELRA Severance Plan

Appeal: S16/124-3673

Page 2

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "I submitted my "retirement" benefit package to United Food and Commercial Workers located in Landover, MD in August 2015 and I was told I was not able to collect on my benefits package until the age of 55. My understanding was the "retirement" and "severance" benefits were paid out at the same time. Speaking with a former co-worker, she informed me that I wasn't eligible for retirement, however I was eligible to receive my severance package. I then returned to the Landover Labor Relation Office in March 2016 to submit my severance package. . . On September 25th, I received a letter in the mail advising that my claim was denied due to not filing in a timely manner. I attempted to file my claim in a timely manner, however I was not informed, nor aware that I could and or should have applied for the severance package at the same time I applied for my retirement package in August 2015."

Fund records indicate the participant was employed by Giant Food from December 14, 1987 through July 25, 2015. A UFCW & FELRA Severance Plan SPD was mailed to the participant on May 27, 2003, April 15, 2011, and September 26, 2016. The participant submitted a completed Severance application on March 24, 2016 (signed and dated March 24, 2016). After a review of the file, a letter was mailed on September 14, 2016, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by February 15, 2016, based on a termination date of July 25, 2015).

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: August 27, 1990

LOCAL: 27
STATUS: Terminated, January 14, 2014

ISSUE: Late Application

#S16/125-7494

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Leave of Absence:	February 26, 2009
Termination Date:	January 14, 2014
Deadline for Collection of Severance:	December 31, 2014
Severance Application Received:	September 6, 2016
Denial of Severance Letter Mailed:	October 19, 2016
Appeal Received:	November 14, 2016

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "I did not file in the time limit because, at the time, I found out I had aggressive stage four lung cancer and was going through chemo and radiation. I was so sick and was not able to reply. Please reconsider your decision under my circumstances."

UFCW & FELRA Severance Plan

Appeal: S16/125-7494

Page 2

Fund records indicate the participant was employed by Giant Food from August 27, 1990 through February 26, 2009, when she began a leave of absence. The participant never returned to work, and Giant entered a termination date of January 14, 2014. A UFCW & FELRA Severance Plan SPD was mailed to the participant on May 27, 2003. The participant submitted a completed Severance application on September 6, 2016 (signed and dated September 3, 2016). After a review of the file, a letter was mailed on October 19, 2016, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2014, based on a termination date of January 14, 2014).

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Safeway
DATE OF HIRE: September 25, 1983

LOCAL: 400
STATUS: Transfer to Management,
February 15, 2015

ISSUE: Late Application #S16/126-1744

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked (In Union Position):	February 15, 2015
Severance from Service:	August 15, 2015
Deadline for Collection of Severance:	March 15, 2016
Severance Application Received:	September 23, 2016
Denial of Severance Letter Mailed:	October 14, 2016
Appeal Received:	December 5, 2016

The participant is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "I transferred to a salaried position on February 15, 2015. At the time I considered myself an employee of Safeway, Inc. and still do currently. Under the circumstances at that time in my career, I was overwhelmed with my new responsibilities. I was unaware that there is a restriction to apply for my severance pay until another employee advised me to apply for my severance pay since I was no longer working under the collective bargaining agreement I respectfully request that you reconsider and award me my severance benefits."

UFCW & FELRA Severance Plan

Appeal: S16/126-1744

Page 2

Fund records indicate the participant was employed by Safeway from September 25, 1983 through February 15, 2015, at which time he transferred to a salaried position with Safeway and was no longer covered under the collective bargaining agreement. A UFCW & FELRA Severance Plan SPD was mailed to the participant on May 27, 2003, April 6, 2011 and September 26, 2016. The participant submitted a completed Severance application on September 23, 2016 (signed and dated February 6, 2016). After a review of the file, a letter was mailed on October 14, 2016, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan.

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: July 27, 1992

LOCAL: 27
STATUS: Terminated, August 8, 2015

ISSUE: Late Application

#S17/104-3383

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Severance from Service:	August 8, 2015
Deadline for Collection of Severance:	March 15, 2016
Severance Application Received:	December 27, 2016
Denial of Severance Letter Mailed:	February 2, 2017
Appeal Received:	April 3, 2017

The participant is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "In March [of] 2016, I called the pension department for my applications to be filed. I spoke to a representative at that time on how I go about filing. He checked at that time to see if I was fully vested. He told me I was and when I received the paperwork to make sure I had all the documents required. I asked him about having my severance benefit added to my monthly retirement. He said that I could send in my application at any time and to send all paper work at the same time with my pension papers.

UFCW & FELRA Severance Plan

Appeal: S17/104-3383

Page 2

I was unaware of the 4 month time limit on the severance. If I knew about the time limit I would have sent them in right away. I ask you to please reconsider your denial. I thought I was only doing what I was told."

Fund records indicate the participant was employed by Giant from July 27, 1992 through August 8, 2015. A UFCW & FELRA Severance Plan SPD was mailed to the participant on May 27, 2003. Records further indicate that the participant called on March 10, 2016 to request information about Pension and Severance benefits. Pension and Severance applications were mailed to him that same day. The participant submitted a completed Severance application on December 27, 2016 (signed and dated December 10, 2016). After a review of the file, a letter was mailed to the participant on February 2, 2017, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by March 15, 2016, based on his severance from service date of August 8, 2015)

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant

LOCAL: 27

DATE OF HIRE: September 4, 1989

STATUS: Transferred to a Non-Union
Position, August 3, 2015

ISSUE: Late Application

#S17/106-6899

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

SUMMARY:

Last Day Worked (In Union Position):	August 2, 2015
Severance from Service:	February 2, 2016
Deadline for Collection of Severance:	December 31, 2016
Completed Severance Application Received:	June 19, 2017
Denial of Severance Letter Mailed:	August 2, 2017
Appeal Received:	August 24, 2017

The participant is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "In August of 2015 I accepted a non-Union position with Giant Food. That same month, I contacted UFCW Local 27 to request information on my eligibility for Severance benefits. They transferred me to [the Fund office] to get further information. I spoke to a representative who explained that in order for me to receive benefits, I would need to be separated from the Company. I accepted that explanation and did not pursue the benefits any further."

UFCW & FELRA Severance Plan

Appeal: S17/106-6899

Page 2

The participant further states, "In June 2017, I was discussing the Severance benefits with a co-worker that had a similar situation to mine. She also left her Union position and accepted a non-Union position with Giant Food. She explained that her benefits were granted. I called [the Fund office] again... At that time, I was told I would be sent an application in the mail."

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003, April 15, 2011, and September 26, 2016. A Severance application was mailed to her on June 8, 2017. The Fund office received a completed Severance application on June 19, 2017 (signed and dated June 14, 2017). After a review of her file, it was noted that her employment within a Union classification ended on August 2, 2015 when she transferred to a non-Union position effective August 3, 2015. Subsequently, a letter was mailed to her on August 2, 2017, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2016, based on the date she transferred to a position not covered by a Collective Bargaining Agreement on August 3, 2015).

Note: The Fund office can confirm receiving a telephone call from the participant on September 23, 2015 inquiring "if she is eligible for Severance," however, no further details are available.

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: July 7, 1969

LOCAL: 27
STATUS: Last Day Worked, January 29, 2012
Terminated, September 5, 2013

ISSUE: Late Application, Late Appeal

#S17/107-6026

FUND RULE:

"Severance from Service Date

(a) Effective September 28, 2008, if you are an Employee Covered by a Collective Bargaining Agreement, your Severance From Service Date is the earlier of: (1) the date your employment relationship with an Employer terminates, or (2) the first anniversary of the first date of your absence from employment with any employer for any other reason, including, but not limited to disability, sickness, or leave of absence.

Whether a termination of employment has occurred will be determined by the Fund based on the facts and circumstances and in accordance with federal law."

(UFCW & FELRA Severance Plan SPD, Page 11)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

"HOW TO APPEAL A DECISION ON YOUR CLAIM

If you receive an adverse benefit determination, you (or your authorized representative) may appeal the decision by writing a letter to the Board of Trustees within 60 days after receiving the determination letter."

(UFCW & FELRA Severance Plan SPD, Page 28)

SUMMARY:

Last Day Worked:	January 29, 2012
Deadline for Collection of Severance:	December 31, 2013
Completed Severance Application Received:	May 30, 2014
Denial of Severance Letter Mailed:	June 25, 2014
Appeal Received:	August 21, 2017 (1,153 days)

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "In January 2017, I established my retirement and applied for my Pension. If I had not gotten sick, I would have applied for my Severance in a timely fashion." Included with the appeal are medical records from March 2012 through March 2016.

UFCW & FELRA Severance Plan

Appeal: S17/107-6026

Page 2

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003 and April 15, 2011. The participant began a leave of absence on January 29, 2012 and was paid Accident and Sickness benefits for a disability of "altered mental status" for the period from February 14, 2012 through August 13, 2012 (when the maximum Accident and Sickness benefit exhausted). The participant did not return to work and her employment terminated one year later on September 5, 2013.

The Fund office received a request for a Pension and Severance benefit estimate from the participant's Power of Attorney on May 30, 2014. After a review of her file, a letter was mailed on June 25, 2014 advising that a Severance benefit was denied because a completed Severance application was not received and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2013, based on her last day worked of January 29, 2012). A completed Severance application was received with the appeal over three years later on August 21, 2017.

Note: The participant began collecting a normal Pension benefit on June 1, 2017 (retroactively effective October 1, 2013).

ACTION: **Approved** ☐

Denied ☐

Tabled ☐

COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant
DATE OF HIRE: March 28, 1988

LOCAL: 400
STATUS: Last Day Worked, June 2, 2015
Terminated, December 1, 2015

ISSUE: Late Application, Late Appeal

#S17/109-8171

FUND RULE:

"Effective July 17, 2015, the definition of 'Severance from Service Date,' on page 11 of your SPD is deleted and replaced with the following:

Your Severance From Service Date is the earlier of:

- (a) The date your employment with all Employers terminates; or
- (b) If you are covered by a Collective Bargaining Agreement between your Employer and the Union, the earlier of: (i) the three year anniversary of your approved leave of absence from employment because of: sickness; accident; pregnancy; or military reserve or National Guard training; or (ii) the expiration of your leave of absence under the Collective Bargaining Agreement applicable to you; or
- (c) If you are not covered by a Collective Bargaining Agreement between your Employer and the Union, the 6 month anniversary of your leave of absence (unless you have a right to reemployment with an Employer under law or contract, in which case your Severance From Service Date will be the last date of your leave of absence if you do not immediately return to employment for an Employer)."

(Quoted from the UFCW & FELRA Severance Plan Summary of Material Modifications)

"If your Severance From Service Date occurs on or after September 28, 2008, you will receive your benefit no earlier than four months after your Severance From Service Date, and your benefit must be paid no later than the latest of:

- 1) The last day of the calendar year in which the four-month waiting period expires; or
- 2) The 15th day of the third calendar month following the expiration of the four-month waiting period."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

"HOW TO APPEAL A DECISION ON YOUR CLAIM

If you receive an adverse benefit determination, you (or your authorized representative) may appeal the decision by writing a letter to the Board of Trustees within 60 days after receiving the determination letter."

(UFCW & FELRA Severance Plan SPD, Page 28)

SUMMARY:

Last Day Worked:	June 2, 2015
Deadline for Collection of Severance:	December 31, 2016
Completed Severance Application Received:	June 5, 2017
Denial of Severance Letter Mailed:	July 13, 2017
Appeal Received:	September 19, 2017 (8 days late)

UFCW & FELRA Severance Plan

Appeal: S17/109-8171

Page 2

The **participant** is appealing the denial of a Severance benefit. It was noted that a Severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "The denial hinges on the date that Giant of Landover's Human Resources Department determined was the date of my termination." (This is an inaccurate statement). The participant further states that she was on FMLA (Family and Medical Leave) and that she received conflicting information from Giant on her termination date.

Fund records indicate a UFCW & FELRA Severance Plan SPD was previously mailed to the participant on May 27, 2003, April 15, 2011, and September 26, 2016. A Severance benefit estimate was also mailed to the participant on April 2, 2009, April 11, 2011, and August 20, 2015 upon her request. Each estimate letter reminded the participant of the "Severance from Service Date" rule. The participant was paid Accident & Sickness benefits for the period from June 7, 2015 through November 21, 2015, when the maximum Accident & Sickness benefit exhausted. The participant did not return to work.

A letter and Severance application were mailed to the participant on November 10, 2016, advising that if a completed Severance application was not received by December 31, 2016, her Severance benefit would be forfeited. The participant called the Fund office on December 5, 2016 regarding that letter and advised that she was on FMLA and "did not officially terminate yet from the Company." The participant was advised that a termination date was required from Giant in order to pay a Severance benefit. A completed Severance application was not received by the December 31, 2016 deadline.

Two months later, the participant called the Fund office on February 6, 2017 regarding Pension and Severance applications. A Pension application and another Severance application were mailed to her at that time. The participant called the Fund office on May 30, 2017 and advised that her termination date was "February 25, 2017." The Fund office subsequently received a completed Severance application from the participant on June 5, 2017 (signed and dated May 26, 2017). It was indicated by the participant that her last day worked was June 2, 2015 and her termination date was February 25, 2017. After a review of her file, Giant confirmed that her last day worked was June 2, 2015 and she began a leave of absence at that time. Giant further advised that the participant's employment terminated ("retired") on December 1, 2015. This was entered into Giant's system on June 16, 2017. A letter was then mailed to the participant on July 13, 2017, advising that a Severance benefit was denied because a completed Severance application was received late and a Severance benefit was not able to be paid within the guidelines of the Plan (by December 31, 2016, based on her last day worked of June 2, 2015).

Note: The participant's appeal was received eight (8) days late.

ACTION:

Approved

☐

Denied

☐

Tabled

☐**COMMENTS:**

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER:	Giant	LOCAL:	27
DATE OF HIRE:	July 7, 1986	STATUS:	Terminated, October 29, 1996

ISSUE:	Late (No) Application, Late Appeal	#S17/111-1204
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FUND RULE:

"Severance from Service Date

(c) Prior to September 28, 2008, your Severance From Service Date is the earlier of the date your employment relationship with an Employer ends or the first anniversary of the first date of your absence for any other reason (such as disability, sickness, leave of absence, or layoff)...

Whether a termination of employment has occurred will be determined by the Fund based on the facts and circumstances and in accordance with federal law."

(UFCW & FELRA Severance Plan SPD, Page 11)

"If your Severance From Service Date is prior to September 28, 2008, your severance benefits must be completely distributed to you within 24 months of your Severance From Service Date; otherwise, you will permanently forfeit your severance benefits under the Plan."

(UFCW & FELRA Severance Plan SPD, Page 25)

"If you do not timely submit an application for your Payable Severance Benefit, no benefit will be payable to you by the Fund. Further, your right to receive your Payable Severance Benefit under the Plan will be forfeited if the benefit is not paid by the deadline as described on Page 25."

(UFCW & FELRA Severance Plan SPD, Page 27)

"How to Appeal a Decision on Your Claim

If you receive an adverse benefit determination, you (or your authorized representative) may appeal the decision by writing a letter to the Board of Trustees within 60 days after receiving the determination letter."

(UFCW & FELRA Severance Plan SPD, Page 28)

SUMMARY:

Last Day Worked:	October 29, 1996
Deadline for Collection of Severance:	October 29, 1998
Completed Severance Application Received:	None
Denial of Severance Letter Mailed:	September 13, 2017
Appeal Received:	November 27, 2017 (75 days)

The **participant** is appealing the denial of a severance benefit. It was noted that a severance benefit was denied because it was not paid by the deadline as required under the rules of the Fund. The participant states, "I worked for Giant Food from July 7, 1986 through October 29, 1996. Working for Giant was a stepping stone in my life, as I was a young adult dividing my time between school and work. I am very grateful for the role that my job played in my life at the time. Once I terminated my employment with Giant, I had no idea that as an employee, I was eligible for severance, but was aware of the pension that I would be eligible for at age 65 or older. I so happened to come across some old paperwork and thought that I would inquire if I was eligible for anything. To my surprise, I was made aware that I was eligible for severance, but it was not claimed in a timely manner and that my request was denied. I am asking that you reconsider my request because as I stated above, I had no idea that was something that I qualified for."

UFCW & FELRA Severance Plan

Appeal #: S17/111-1204

Page 2

Fund records indicate the participant requested a severance (and pension) benefit estimate on July 24, 2017. After a review of her file with Giant, it was verified that her employment terminated on October 29, 1996. The Fund office mailed a letter to the participant on September 13, 2017, advising that a severance benefit was denied because a completed application was never received and a severance benefit was not able to be paid within the guidelines of the Plan (by October 29, 1998, based on her termination date of October 29, 1996).

Note: The participant will be eligible to collect a Deferred Vested Pension benefit payable at age 65. She is currently age 50.

ACTION:

Approved

☐

Denied

☐

Tabled

☐

COMMENTS:

EXHIBITS

Exhibits

- Copies of Severance application and standard correspondence

APPLICATION FOR SEVERANCE BENEFITS FOR TERMINATED PARTICIPANTS

United Food and Commercial Workers
and Food Employers Labor Relations Association
Severance Plan

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

A Program of the
FELRA & UFCW
VEBA Fund

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

SUBMISSION OF THIS APPLICATION DOES NOT GUARANTEE YOU A SEVERANCE BENEFIT.
Print and Complete the Participant Section ONLY and Return to the Fund Office.

PARTICIPANT SECTION

1. Name _____	2. Other Last Name(s) Used _____
3. Soc. Sec. No. _____	4. Birth Date _____
5. Employer _____	6. Last Day Worked _____
7. Hire Date _____ Month Day Year	8. Termination Date _____ Month Day Year
9. Local Union No. _____	10. Classification(s) Held _____
11. Former Participating Employers _____	
12. Home Phone No. () _____	Cell Phone No. () _____
13. Email Address _____	
14. Present Address _____ No. & Street _____ City _____ State _____ Zip _____	
15. Have you ever collected benefits from this severance fund? _____ If so, when _____ Date _____ Signature _____	

EMPLOYER (CORPORATE) SECTION

1. Employee's Name _____	2. Soc. Sec. No. _____
3. Date of Hire _____	4. Date of Termination _____
5. Last Day Worked _____	7. Local _____
6. Classification _____	☐ Full Time ☐ Part Time (List All, Attach Additional Sheets if Necessary).
8. Reason ☐ Resigned ☐ Retired ☐ Permanently Disabled ☐ Terminated Other _____	
9. Social Security Wages Paid to Date \$ _____	Last year's annual salary \$ _____
10. In What State Was Employee Working When Terminated? _____	
Date _____	Authorized Employer Signature (Corporate Office Payroll Dept. not Store Manager)

If your Severance from Service Date occurs on or after September 28, 2008, there is a 4-month waiting period between your Severance from Service Date and the date that you may receive your Payable Severance Benefit. Your payable Severance Benefit may be paid to you anytime after the expiration of this 4-month waiting period. Further, your Payable Severance Benefit must be paid before the later of (1) the last day of the calendar year in which the 4-month waiting period expires; or (2) the 15th day of the third calendar month following the expiration of the 4-month waiting period.

In order to ensure that you will receive your Payable Severance Benefit prior to the deadlines described above, you should apply to receive your Payable Severance Benefit as soon as your Severance from Service Date occurs.

**Food Employers Labor Relations Association
and United Food & Commercial Workers
Pension Fund**

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www.associated-admin.com

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Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

Dear Participant:

Please complete the form as accurately as possible and return it to our office.

Upon receipt of this form, we will process the information. (It generally takes six to eight weeks for us to complete our research). We will respond to you in writing. Once you receive our response, we will be happy to answer any questions you may have.

If you also request a Severance estimate, please note: If you are eligible for a severance benefit, you will receive that estimate approximately four to six weeks after you receive your pension estimate. If you are not eligible, you will be advised of that fact.

Sincerely,

Fund Office
Pension Department

**Food Employers Labor Relations Association
and United Food & Commercial Workers
Pension Fund**

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BENEFIT SERVICE REQUEST FORM

Please Print

Name _____ Soc. Sec. No. _____

Maiden Name or Name by any other marriage(s) _____

Street Address _____

City _____ State _____ Zip _____

Phone (____) _____ Birth Date _____ Marital Status _____ Email _____

Company/Location _____ Current Job Class _____

(If more than one job classification, please list with dates on the reverse of this form.)

Hire Date _____ Local Union No. _____

Are you still employed at this company? Yes No If No, Last Date Worked _____

I am requesting (circle one or both): Severance Estimate Pension Estimate w/years of Credited Service

Note: Requesting this information does not guarantee that a benefit is available.

(Estimates will be provided upon request once per year)

Have you ever received an estimate before? (Circle one) YES NO

(1) Month and year of full time employment? _____ Part time? _____

(2) Dates of prolonged sick leave (3 weeks or more) during your career? _____

(3) Dates you collected Workers Compensation during your career? _____

(4) Dates of breaks in service due to military leave? _____

(5) Dates you were in management (or other service outside the bargaining unit)? _____

(6) Previous employers in the FELRA & UFCW Pension Fund:

Company/Location	Mo/Yr Hired	Mo/Yr Terminated	Full/Part Time	Local	Job Classification
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I hereby authorize any of the above listed employers to release my employment history to the office of the Plan Administrator of the FELRA & UFCW Pension Fund.

Signature _____ Date _____

Office Use Only

CP Filed _____ ER Sent _____

SEVERANCE - PAYABLE BENEFIT DATES

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
---------------------	---------------------------------	------------------

1-Jan	1-May	31-Dec
2-Jan	2-May	31-Dec
3-Jan	3-May	31-Dec
4-Jan	4-May	31-Dec
5-Jan	5-May	31-Dec
6-Jan	6-May	31-Dec
7-Jan	7-May	31-Dec
8-Jan	8-May	31-Dec
9-Jan	9-May	31-Dec
10-Jan	10-May	31-Dec
11-Jan	11-May	31-Dec
12-Jan	12-May	31-Dec
13-Jan	13-May	31-Dec
14-Jan	14-May	31-Dec
15-Jan	15-May	31-Dec
16-Jan	16-May	31-Dec
17-Jan	17-May	31-Dec
18-Jan	18-May	31-Dec
19-Jan	19-May	31-Dec
20-Jan	20-May	31-Dec
21-Jan	21-May	31-Dec
22-Jan	22-May	31-Dec
23-Jan	23-May	31-Dec
24-Jan	24-May	31-Dec
25-Jan	25-May	31-Dec
26-Jan	26-May	31-Dec
27-Jan	27-May	31-Dec
28-Jan	28-May	31-Dec
29-Jan	29-May	31-Dec
30-Jan	30-May	31-Dec
31-Jan	31-May	31-Dec

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
---------------------	---------------------------------	------------------

1-Feb	1-Jun	31-Dec
2-Feb	2-Jun	31-Dec
3-Feb	3-Jun	31-Dec
4-Feb	4-Jun	31-Dec
5-Feb	5-Jun	31-Dec
6-Feb	6-Jun	31-Dec
7-Feb	7-Jun	31-Dec
8-Feb	8-Jun	31-Dec
9-Feb	9-Jun	31-Dec
10-Feb	10-Jun	31-Dec
11-Feb	11-Jun	31-Dec
12-Feb	12-Jun	31-Dec
13-Feb	13-Jun	31-Dec
14-Feb	14-Jun	31-Dec
15-Feb	15-Jun	31-Dec
16-Feb	16-Jun	31-Dec
17-Feb	17-Jun	31-Dec
18-Feb	18-Jun	31-Dec
19-Feb	19-Jun	31-Dec
20-Feb	20-Jun	31-Dec
21-Feb	21-Jun	31-Dec
22-Feb	22-Jun	31-Dec
23-Feb	23-Jun	31-Dec
24-Feb	24-Jun	31-Dec
25-Feb	25-Jun	31-Dec
26-Feb	26-Jun	31-Dec
27-Feb	27-Jun	31-Dec
28-Feb	28-Jun	31-Dec

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Mar	1-Jul	31-Dec
2-Mar	2-Jul	31-Dec
3-Mar	3-Jul	31-Dec
4-Mar	4-Jul	31-Dec
5-Mar	5-Jul	31-Dec
6-Mar	6-Jul	31-Dec
7-Mar	7-Jul	31-Dec
8-Mar	8-Jul	31-Dec
9-Mar	9-Jul	31-Dec
10-Mar	10-Jul	31-Dec
11-Mar	11-Jul	31-Dec
12-Mar	12-Jul	31-Dec
13-Mar	13-Jul	31-Dec
14-Mar	14-Jul	31-Dec
15-Mar	15-Jul	31-Dec
16-Mar	16-Jul	31-Dec
17-Mar	17-Jul	31-Dec
18-Mar	18-Jul	31-Dec
19-Mar	19-Jul	31-Dec
20-Mar	20-Jul	31-Dec
21-Mar	21-Jul	31-Dec
22-Mar	22-Jul	31-Dec
23-Mar	23-Jul	31-Dec
24-Mar	24-Jul	31-Dec
25-Mar	25-Jul	31-Dec
26-Mar	26-Jul	31-Dec
27-Mar	27-Jul	31-Dec
28-Mar	28-Jul	31-Dec
29-Mar	29-Jul	31-Dec
30-Mar	30-Jul	31-Dec
31-Mar	31-Jul	31-Dec

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Apr	1-Aug	31-Dec
2-Apr	2-Aug	31-Dec
3-Apr	3-Aug	31-Dec
4-Apr	4-Aug	31-Dec
5-Apr	5-Aug	31-Dec
6-Apr	6-Aug	31-Dec
7-Apr	7-Aug	31-Dec
8-Apr	8-Aug	31-Dec
9-Apr	9-Aug	31-Dec
10-Apr	10-Aug	31-Dec
11-Apr	11-Aug	31-Dec
12-Apr	12-Aug	31-Dec
13-Apr	13-Aug	31-Dec
14-Apr	14-Aug	31-Dec
15-Apr	15-Aug	31-Dec
16-Apr	16-Aug	31-Dec
17-Apr	17-Aug	31-Dec
18-Apr	18-Aug	31-Dec
19-Apr	19-Aug	31-Dec
20-Apr	20-Aug	31-Dec
21-Apr	21-Aug	31-Dec
22-Apr	22-Aug	31-Dec
23-Apr	23-Aug	31-Dec
24-Apr	24-Aug	31-Dec
25-Apr	25-Aug	31-Dec
26-Apr	26-Aug	31-Dec
27-Apr	27-Aug	31-Dec
28-Apr	28-Aug	31-Dec
29-Apr	29-Aug	31-Dec
30-Apr	30-Aug	31-Dec

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-May	1-Sep	31-Dec
2-May	2-Sep	31-Dec
3-May	3-Sep	31-Dec
4-May	4-Sep	31-Dec
5-May	5-Sep	31-Dec
6-May	6-Sep	31-Dec
7-May	7-Sep	31-Dec
8-May	8-Sep	31-Dec
9-May	9-Sep	31-Dec
10-May	10-Sep	31-Dec
11-May	11-Sep	31-Dec
12-May	12-Sep	31-Dec
13-May	13-Sep	31-Dec
14-May	14-Sep	31-Dec
15-May	15-Sep	31-Dec
16-May	16-Sep	31-Dec
17-May	17-Sep	31-Dec
18-May	18-Sep	31-Dec
19-May	19-Sep	31-Dec
20-May	20-Sep	31-Dec
21-May	21-Sep	31-Dec
22-May	22-Sep	31-Dec
23-May	23-Sep	31-Dec
24-May	24-Sep	31-Dec
25-May	25-Sep	31-Dec
26-May	26-Sep	31-Dec
27-May	27-Sep	31-Dec
28-May	28-Sep	31-Dec
29-May	29-Sep	31-Dec
30-May	30-Sep	31-Dec
31-May	1-Oct	31-Dec

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Jun	1-Oct	15-Jan
2-Jun	2-Oct	15-Jan
3-Jun	3-Oct	15-Jan
4-Jun	4-Oct	15-Jan
5-Jun	5-Oct	15-Jan
6-Jun	6-Oct	15-Jan
7-Jun	7-Oct	15-Jan
8-Jun	8-Oct	15-Jan
9-Jun	9-Oct	15-Jan
10-Jun	10-Oct	15-Jan
11-Jun	11-Oct	15-Jan
12-Jun	12-Oct	15-Jan
13-Jun	13-Oct	15-Jan
14-Jun	14-Oct	15-Jan
15-Jun	15-Oct	15-Jan
16-Jun	16-Oct	15-Jan
17-Jun	17-Oct	15-Jan
18-Jun	18-Oct	15-Jan
19-Jun	19-Oct	15-Jan
20-Jun	20-Oct	15-Jan
21-Jun	21-Oct	15-Jan
22-Jun	22-Oct	15-Jan
23-Jun	23-Oct	15-Jan
24-Jun	24-Oct	15-Jan
25-Jun	25-Oct	15-Jan
26-Jun	26-Oct	15-Jan
27-Jun	27-Oct	15-Jan
28-Jun	28-Oct	15-Jan
29-Jun	29-Oct	15-Jan
30-Jun	30-Oct	15-Jan

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Jul	1-Nov	15-Feb
2-Jul	2-Nov	15-Feb
3-Jul	3-Nov	15-Feb
4-Jul	4-Nov	15-Feb
5-Jul	5-Nov	15-Feb
6-Jul	6-Nov	15-Feb
7-Jul	7-Nov	15-Feb
8-Jul	8-Nov	15-Feb
9-Jul	9-Nov	15-Feb
10-Jul	10-Nov	15-Feb
11-Jul	11-Nov	15-Feb
12-Jul	12-Nov	15-Feb
13-Jul	13-Nov	15-Feb
14-Jul	14-Nov	15-Feb
15-Jul	15-Nov	15-Feb
16-Jul	16-Nov	15-Feb
17-Jul	17-Nov	15-Feb
18-Jul	18-Nov	15-Feb
19-Jul	19-Nov	15-Feb
20-Jul	20-Nov	15-Feb
21-Jul	21-Nov	15-Feb
22-Jul	22-Nov	15-Feb
23-Jul	23-Nov	15-Feb
24-Jul	24-Nov	15-Feb
25-Jul	25-Nov	15-Feb
26-Jul	26-Nov	15-Feb
27-Jul	27-Nov	15-Feb
28-Jul	28-Nov	15-Feb
29-Jul	29-Nov	15-Feb
30-Jul	30-Nov	15-Feb
31-Jul	1-Dec	15-Feb

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Aug	1-Dec	15-Mar
2-Aug	2-Dec	15-Mar
3-Aug	3-Dec	15-Mar
4-Aug	4-Dec	15-Mar
5-Aug	5-Dec	15-Mar
6-Aug	6-Dec	15-Mar
7-Aug	7-Dec	15-Mar
8-Aug	8-Dec	15-Mar
9-Aug	9-Dec	15-Mar
10-Aug	10-Dec	15-Mar
11-Aug	11-Dec	15-Mar
12-Aug	12-Dec	15-Mar
13-Aug	13-Dec	15-Mar
14-Aug	14-Dec	15-Mar
15-Aug	15-Dec	15-Mar
16-Aug	16-Dec	15-Mar
17-Aug	17-Dec	15-Mar
18-Aug	18-Dec	15-Mar
19-Aug	19-Dec	15-Mar
20-Aug	20-Dec	15-Mar
21-Aug	21-Dec	15-Mar
22-Aug	22-Dec	15-Mar
23-Aug	23-Dec	15-Mar
24-Aug	24-Dec	15-Mar
25-Aug	25-Dec	15-Mar
26-Aug	26-Dec	15-Mar
27-Aug	27-Dec	15-Mar
28-Aug	28-Dec	15-Mar
29-Aug	29-Dec	15-Mar
30-Aug	30-Dec	15-Mar
31-Aug	31-Dec	15-Mar

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Sep	1-Jan	31-Dec following term year
2-Sep	2-Jan	31-Dec following term year
3-Sep	3-Jan	31-Dec following term year
4-Sep	4-Jan	31-Dec following term year
5-Sep	5-Jan	31-Dec following term year
6-Sep	6-Jan	31-Dec following term year
7-Sep	7-Jan	31-Dec following term year
8-Sep	8-Jan	31-Dec following term year
9-Sep	9-Jan	31-Dec following term year
10-Sep	10-Jan	31-Dec following term year
11-Sep	11-Jan	31-Dec following term year
12-Sep	12-Jan	31-Dec following term year
13-Sep	13-Jan	31-Dec following term year
14-Sep	14-Jan	31-Dec following term year
15-Sep	15-Jan	31-Dec following term year
16-Sep	16-Jan	31-Dec following term year
17-Sep	17-Jan	31-Dec following term year
18-Sep	18-Jan	31-Dec following term year
19-Sep	19-Jan	31-Dec following term year
20-Sep	20-Jan	31-Dec following term year
21-Sep	21-Jan	31-Dec following term year
22-Sep	22-Jan	31-Dec following term year
23-Sep	23-Jan	31-Dec following term year
24-Sep	24-Jan	31-Dec following term year
25-Sep	25-Jan	31-Dec following term year
26-Sep	26-Jan	31-Dec following term year
27-Sep	27-Jan	31-Dec following term year
28-Sep	28-Jan	31-Dec following term year
29-Sep	29-Jan	31-Dec following term year
30-Sep	30-Jan	31-Dec following term year

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Oct	1-Feb	31-Dec following term year
2-Oct	2-Feb	31-Dec following term year
3-Oct	3-Feb	31-Dec following term year
4-Oct	4-Feb	31-Dec following term year
5-Oct	5-Feb	31-Dec following term year
6-Oct	6-Feb	31-Dec following term year
7-Oct	7-Feb	31-Dec following term year
8-Oct	8-Feb	31-Dec following term year
9-Oct	9-Feb	31-Dec following term year
10-Oct	10-Feb	31-Dec following term year
11-Oct	11-Feb	31-Dec following term year
12-Oct	12-Feb	31-Dec following term year
13-Oct	13-Feb	31-Dec following term year
14-Oct	14-Feb	31-Dec following term year
15-Oct	15-Feb	31-Dec following term year
16-Oct	16-Feb	31-Dec following term year
17-Oct	17-Feb	31-Dec following term year
18-Oct	18-Feb	31-Dec following term year
19-Oct	19-Feb	31-Dec following term year
20-Oct	20-Feb	31-Dec following term year
21-Oct	21-Feb	31-Dec following term year
22-Oct	22-Feb	31-Dec following term year
23-Oct	23-Feb	31-Dec following term year
24-Oct	24-Feb	31-Dec following term year
25-Oct	25-Feb	31-Dec following term year
26-Oct	26-Feb	31-Dec following term year
27-Oct	27-Feb	31-Dec following term year
28-Oct	28-Feb	31-Dec following term year
29-Oct	1-Mar	31-Dec following term year
30-Oct	1-Mar	31-Dec following term year
31-Oct	1-Mar	31-Dec following term year

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Nov	1-Mar	31-Dec following term year
2-Nov	2-Mar	31-Dec following term year
3-Nov	3-Mar	31-Dec following term year
4-Nov	4-Mar	31-Dec following term year
5-Nov	5-Mar	31-Dec following term year
6-Nov	6-Mar	31-Dec following term year
7-Nov	7-Mar	31-Dec following term year
8-Nov	8-Mar	31-Dec following term year
9-Nov	9-Mar	31-Dec following term year
10-Nov	10-Mar	31-Dec following term year
11-Nov	11-Mar	31-Dec following term year
12-Nov	12-Mar	31-Dec following term year
13-Nov	13-Mar	31-Dec following term year
14-Nov	14-Mar	31-Dec following term year
15-Nov	15-Mar	31-Dec following term year
16-Nov	16-Mar	31-Dec following term year
17-Nov	17-Mar	31-Dec following term year
18-Nov	18-Mar	31-Dec following term year
19-Nov	19-Mar	31-Dec following term year
20-Nov	20-Mar	31-Dec following term year
21-Nov	21-Mar	31-Dec following term year
22-Nov	22-Mar	31-Dec following term year
23-Nov	23-Mar	31-Dec following term year
24-Nov	24-Mar	31-Dec following term year
25-Nov	25-Mar	31-Dec following term year
26-Nov	26-Mar	31-Dec following term year
27-Nov	27-Mar	31-Dec following term year
28-Nov	28-Mar	31-Dec following term year
29-Nov	29-Mar	31-Dec following term year
30-Nov	30-Mar	31-Dec following term year

TERMINATION DATE	RECEIVE BENEFIT ON OR AFTER:	MUST BE PAID BY:
1-Dec	1-Apr	31-Dec following term year
2-Dec	2-Apr	31-Dec following term year
3-Dec	3-Apr	31-Dec following term year
4-Dec	4-Apr	31-Dec following term year
5-Dec	5-Apr	31-Dec following term year
6-Dec	6-Apr	31-Dec following term year
7-Dec	7-Apr	31-Dec following term year
8-Dec	8-Apr	31-Dec following term year
9-Dec	9-Apr	31-Dec following term year
10-Dec	10-Apr	31-Dec following term year
11-Dec	11-Apr	31-Dec following term year
12-Dec	12-Apr	31-Dec following term year
13-Dec	13-Apr	31-Dec following term year
14-Dec	14-Apr	31-Dec following term year
15-Dec	15-Apr	31-Dec following term year
16-Dec	16-Apr	31-Dec following term year
17-Dec	17-Apr	31-Dec following term year
18-Dec	18-Apr	31-Dec following term year
19-Dec	19-Apr	31-Dec following term year
20-Dec	20-Apr	31-Dec following term year
21-Dec	21-Apr	31-Dec following term year
22-Dec	22-Apr	31-Dec following term year
23-Dec	23-Apr	31-Dec following term year
24-Dec	24-Apr	31-Dec following term year
25-Dec	25-Apr	31-Dec following term year
26-Dec	26-Apr	31-Dec following term year
27-Dec	27-Apr	31-Dec following term year
28-Dec	28-Apr	31-Dec following term year
29-Dec	29-Apr	31-Dec following term year
30-Dec	30-Apr	31-Dec following term year
31-Dec	1-May	31-Dec following term year



MEETING NOTES

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.