

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	LOCAL:	400
DATE OF HIRE:	February 23, 1975	STATUS:	Terminated, April 30, 2015

ISSUE:	Late (No) Application	#S16/100-0799
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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

#516/122-5138

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

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Denied

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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

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Denied

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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

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Denied

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Tabled

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COMMENTS:

NAME:

SS#:

UFCW & FELRA Severance Plan

EMPLOYER: Giant LOCAL: 27
DATE OF HIRE: August 27, 1990 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

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Denied

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Tabled

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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:

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

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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

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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
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: