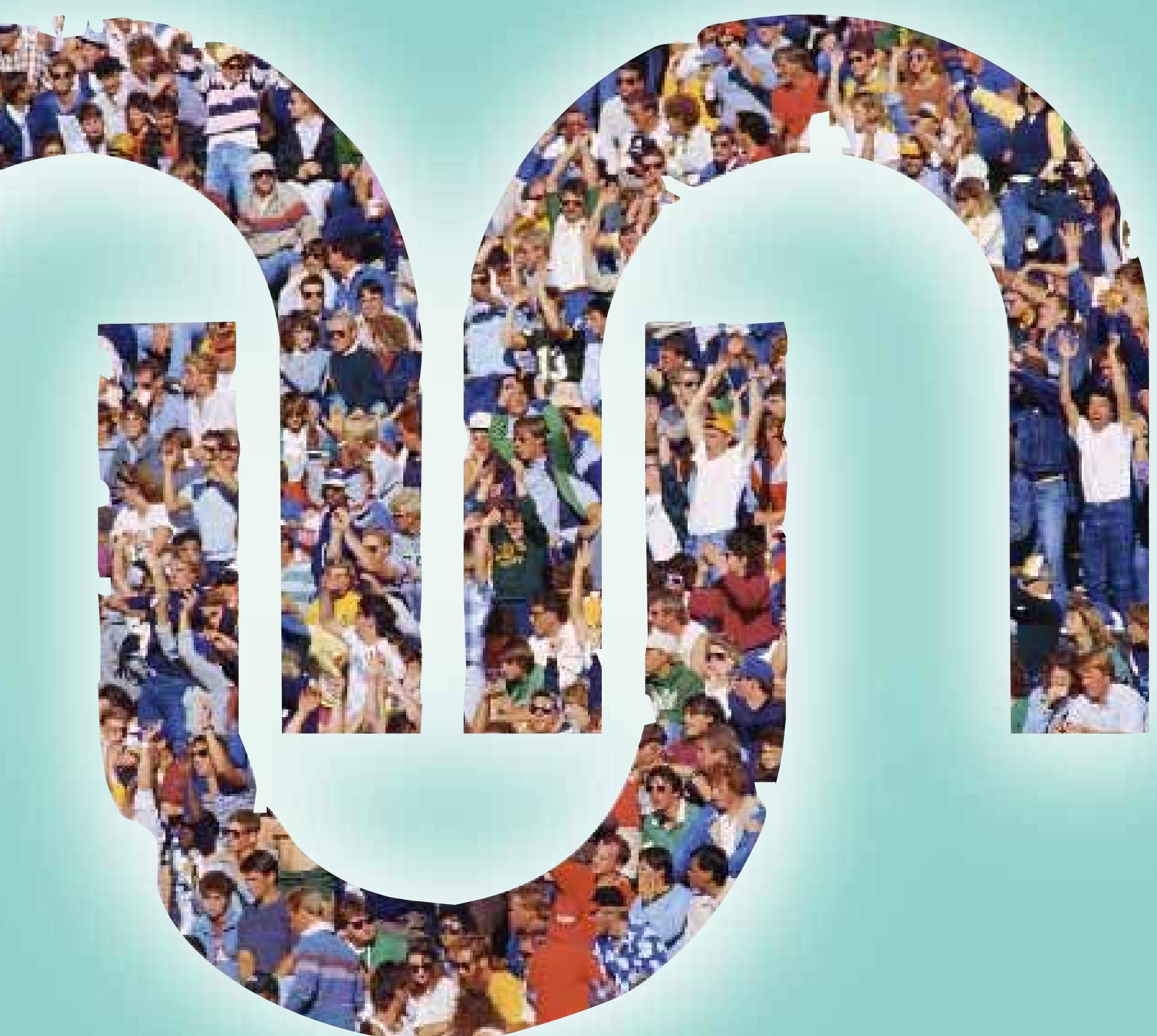

JULY 2008

DS DS PE16 0708

PENSION PLAN

SUMMARY PLAN DESCRIPTION FOR PLAN A-1 EMPLOYEES

APRIL 1, 2007

(For Employees Hired By An Employer Before March 1, 2004)

SOUTHERN CALIFORNIA UNITED FOOD & COMMERCIAL WORKERS UNIONS
AND FOOD EMPLOYERS JOINT PENSION TRUST FUND

Aviso

Este folleto contiene un resumen en ingles de la descripcion de sus beneficios con su Empleasor y explica sus derechos y obligaciones como participante en estos planes. Si usted tiene dificultad en comprender cualquier parte de este folleto, comuníquese con el administrador de planes, Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund, a la siguiente direccion, 6425 Katella Avenue, Cypress, CA 90630-5238. Las horas de oficina del administrador de planes son de 8:00 a.m. a 5:00 p.m., lunes a viernes. Tambien puede llamarle directamente a su oficina al teléfono (714) 220-2297 o (562) 408-2715.

This SPD applies to:

1. Pension benefits you earned for work for an Employer before March 1, 2004 (formerly known as Plan A).
2. Pension benefits you earn on and after March 1, 2004 as a Plan A-1 Employee.

If you have not been continuously employed by an Employer during your entire working career or if you are not employed by an Employer up until you retire, your benefits may be different than those described in this Summary Plan Description. Please contact the Fund Office for more information.

How to determine if you are a Plan A-1 Employee:

If you were an Employee of an Employer between November 1, 2003 and February 29, 2004 and you were employed by an Employer after March 1, 2004, you are a Plan A-1 Employee. You will cease to be a Plan A-1 Employee if you have more than 120 consecutive days after November 1, 2003 during which you are not employed by an Employer. If you return to work after your absence, you will be a Plan A-2 Employee for benefits after your return.

For more information on benefits earned after an absence of more than 120 days, please see pages 29 through 32.

If you do not know whether you are a Plan A-1 Employee, please call the Fund Office for assistance.

This SPD applies to Plan A-1 Employees

There are four classes of Participants who participate in the Pension Plan after February 29, 2004. This Summary Plan Description describes the benefits available to Plan A-1 Employees. This Summary Plan Description does not describe benefits that are available to Plan A-2 Employees, Plan B-1 Employees, or Plan B-2 Employees. If you wish more information on the benefits available to these other classes of employees, or if you have questions about which class you are in, please contact the Fund Office.

To All Plan A-1 Employees:

The Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund was established April 1, 1957, as a result of collective bargaining between Southern California Retail Food Industry Employers and various Union Locals of the United Food & Commercial Workers International Union. On July 1, 1989, the separate pension plan covering the Meat Cutters in Southern California was merged into this Plan.

The Plan is designed to provide retirement benefits to Participants working under a Collective Bargaining Agreement between an Employer in the Southern California Retail Food Industry and one of the United Food & Commercial Workers Union Locals. In addition to benefits from this Plan, upon retirement, Participants may be eligible for Retiree Health and Welfare Benefit coverage from the Southern California United Food & Commercial Workers Unions and Food Employers Benefit Fund. These pension benefits, together with Social Security benefits, will help you enjoy your years of retirement.

Both your Union and your Employer are very proud of their part in helping to establish this excellent benefit program for you.

Board of Trustees
Southern California
United Food & Commercial Workers Unions
and Food Employers Joint Pension Trust Fund

It is very important that you read and understand the rules in the following pages of this Summary Plan Description. These rules tell you what you must do to earn the valuable benefits provided through this program. If you have any questions about how a particular rule applies to you, or if you are thinking about a change in your employment that could affect your participation in this Plan, please contact the Fund Office.

Table of Contents

Introduction

This Summary Plan Description provides a simplified explanation of the rules of the Pension Plan as of April 1, 2007, except as otherwise noted. Generally, this Summary Plan Description does not apply to you unless you were covered under Plan A before March 1, 2004. A complete copy of the Pension Plan is available at the Fund Office.

The Plan is for the benefit of Participants working under a Collective Bargaining Agreement between Employers in the Southern California Retail Food Industry and one or more of the United Food & Commercial Workers Union Locals. In addition, the Plan is for the benefit of Participants working for related employers, such as the Unions and the Fund Office, on whose behalf contributions are required to be made to the Plan.

If you left or retired from the Southern California Retail Food Industry before April 1, 2007, or if you haven't been continuously employed in the Retail Food Industry during your entire working career, your Pension Plan benefits may be different from those described in this Summary Plan Description. Additionally, if you did not work in the Southern California Retail Food Industry before March 1, 2004, this Summary Plan Description does not apply to you. In any of these circumstances, you should contact the Fund Office for more information about your benefits.

After November 1, 2003, if you have more than 120 consecutive days during which you are not employed by an Employer, you will cease to be a Plan A-1 Employee and any benefits you later earn will be lower and subject to less favorable rules than you would have earned without such an interruption in your employment. Please see pages 29 through 32 for more information on benefits earned after a 120-day absence occurring after November 1, 2003.

The Trustees maintain a principal administrative office (the Fund Office) and subadministrative offices in each of the Union Local Offices that operate under the supervision of the main office. If you have questions about your pension benefits, please call your Union Local or the Fund Office at (714) 220-2297 or (562) 408-2715.

The Glossary defines certain terms that are used in this Summary Plan Description with their initial letters capitalized. Please refer to the Glossary for the meaning of these terms.

The Pension Plan may be amended in the future from time to time. A summary of any significant changes will be mailed to all Participants. You should report any change in your address to the Fund Office to ensure that you receive notices of any changes in the Plan or other important notices.

This Summary Plan Description is only a summary of the benefits provided by the Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund. It is subject to the provisions of the official Plan documents and cannot modify or affect the Plan documents in any way.

In case of any differences between this Summary Plan Description and the official Plan documents, the Plan documents will prevail. Neither you nor any of your beneficiaries shall earn any rights because of any statement in, or omission from, this Summary Plan Description. The provisions of the Plan documents cannot be modified or amended in any way by any statement or promise, written or oral, made by any person, including employees of the Fund Office, the Unions or any Contributing Employer.

The Board of Trustees shall have full discretion and authority to determine questions concerning the interpretation or administration of this Plan, including without limitation, all questions relating to eligibility for Plan benefits, and the determinations of the Board shall be conclusive and binding as to all persons and for all purposes.

Highlights of Plan Provisions for Plan A-1 Employees (Hired By An Employer Before March 1, 2004)

This schedule outlines the major provisions of the Pension Plan included in this Summary Plan Description. To learn more about your Plan, please refer to the pages indicated on the right side of this schedule.		**Page**
Normal Retirement:		**13, 15**
Age & Service Requirement	• Age 60 with 10 years of Vesting Credit; or • Age 65 with at least 5 but less than 10 years of Vesting Credit. If you have less than 5 years of Vesting Credit, see page 13.	
Amount	**For Service before April 1, 2004** $51.82 per month for each of the first 10 years of Benefit Credit, plus $69.09 per month for each additional year of Benefit Credit. **For Service on or after April 1, 2004** $33.70 per month for each year of Benefit Credit that is one of your first 10 years of Benefit Credit, plus $44.90 per month for each additional year of Benefit Credit. The above amounts assume you never had a Separation in Service and never had a period of more than 120 days after November 1, 2003 in which you were not employed by any Employer.	
Rule of 85 Pension:		**13, 16**
Age and Service Requirement	Age plus years of Benefit Credit total at least 85.	
Amount	Accrued Normal Retirement Benefit.	
Early Retirement:		**13,**
Age Requirement	At least age 50 (but less than age 60).	**16-17**
Service Requirement	10 years of Vesting Credit.	
Amount	Normal Retirement Benefit reduced 0.5% for each of the first 60 months and 0.3% for each of the next 60 months that retirement precedes age 60.	

Highlights of Plan Provisions for Plan A-1 Employees (Hired By An Employer Before March 1, 2004)		
This schedule outlines the major provisions of the Pension Plan included in this Summary Plan Description. To learn more about your Plan, please refer to the pages indicated on the right side of this schedule.		**Page**
Disability Retirement:		**14, 17**
Age Requirement	Less than age 60.	
Service Requirement	10 years of Vesting Credit.	
Other Requirements	Eligible for a Social Security disability benefit. No Separation in Service as of the calendar year before the calendar year your disability began, unless, after the Separation in Service and before the beginning of your disability, you accrued at least one hour of Covered Service.	
Amount	Same as Normal Retirement Benefit.	
Forms of Payment at Retirement:		
Single Life Annuity	The Single Life Annuity provides a monthly pension payment to you for your lifetime. No benefits are payable after your death.	**17**
50% Joint & Survivor Annuity	A monthly pension benefit for your life. If you die before your spouse, 50% of the amount you were receiving will continue to your surviving spouse. If your spouse dies before you, your benefit amount will thereafter be increased to the monthly amount that you would have received with the Single Life Annuity.	**18**
75% Joint & Survivor Annuity	A monthly pension benefit for your life. If you die before your spouse, 75% of the amount you were receiving will continue to your surviving spouse. If your spouse dies before you, your benefit amount will thereafter be increased to the monthly amount that you would have received with the Single Life Annuity.	**19**

Highlights of Plan Provisions for Plan A-1 Employees (Hired By An Employer Before March 1, 2004)		
This schedule outlines the major provisions of the Pension Plan included in this Summary Plan Description. To learn more about your Plan, please refer to the pages indicated on the right side of this schedule.		**Page**
Forms of Payment at Retirement (continued):		
Income Adjustment Option Annuity	After July 2008, check with the Fund Office to see if this option is available. Available if you retire after reaching age 55, but before age 62. Provides a greater monthly payment before age 62 and a smaller monthly payment after age 62, when it is expected that you could begin receiving Social Security benefits. Can be paid as a Single Life Annuity or with a 50% Joint & Survivor Annuity feature.	**19-21**
Pre-Retirement Death Benefit to a Surviving Spouse:		**22**
	Benefits paid to your spouse after your death, if you die before you retire.	
Service Requirement	Vested.	
Other Requirements	You and your spouse must have been legally married throughout the one-year period ending on the date of your death.	
Benefits Begin	See page 22.	
Amount	50% of the benefit you would have received had you retired with a 50% Joint & Survivor Annuity on the date that benefits begin.	
Benefits End	This monthly benefit will be paid during the lifetime of your spouse.	
Pre-Retirement Death Benefit to a Surviving Dependent Child:		**22**
	If you die before you retire and no surviving spouse benefits are payable, your dependent children under the age of 18 may be eligible for benefits from this pension plan. See page 22.	

Highlights of Plan Provisions for Plan A-1 Employees
(Hired By An Employer Before March 1, 2004)

This schedule outlines the major provisions of the Pension Plan included in this Summary Plan Description. To learn more about your Plan, please refer to the pages indicated on the right side of this schedule.		**Page**
Participation Rules:		**8**
Participation	Generally, if you were hired before March 1, 2004, you became a Participant upon attainment of age 20 and completion of at least 300 Hours of Service within a period of two consecutive calendar years.	
Termination of Participation	You cease to be a Participant as of the last day of the calendar year in which you work less than 150 Hours of Service, unless you are Vested.	
Reestablishing Participation	If you have not had a Permanent Break in Service, you may again become a Participant after completing 150 Hours of Service within a calendar year.	
Benefit Credit:	If you work at least 1,800 Hours of Covered Service in a calendar year, you will receive one year of Benefit Credit. Partial credit is given for more than 150 Hours of Covered Service but less than 1,800 Hours of Covered Service.	**8-10**
Vesting Credit:	If you work at least 150 Hours of Service in a calendar year, you earn one year of Vesting Credit.	**8-10**
Vesting:	You are Vested if: • You have 5 years of Vesting Credit, with at least one Hour of Service on or after April 1, 1999; or • You have 10 years of Vesting Credit; or • You are a Participant on the later of your fifth anniversary of participation or when you reach age 65.	**9**

Highlights of Plan Provisions for Plan A-1 Employees (Hired By An Employer Before March 1, 2004)

This schedule outlines the major provisions of the Pension Plan included in this Summary Plan Description. To learn more about your Plan, please refer to the pages indicated on the right side of this schedule.		**Page**
Break in Service Rules:		**10-12**
One-Year Break In Service	If you are not Vested, you incur a One-Year Break in Service in any calendar year that you fail to earn at least 150 Hours of Service (one Vesting Credit). A One-Year Break in Service causes your participation in the Plan to end. As long as you have not had a Permanent Break In Service, you may again become a Participant by completing 150 Hours of Service in a calendar year.	
Permanent Break In Service	• If you are not Vested, you have a Permanent Break In Service when you have five consecutive One-Year Breaks In Service. • If you do not have an Hour of Service on or after April 1, 1999 and you are not Vested, a different rule determines if you have had a Permanent Break in Service. • When you have a Permanent Break In Service, all previously accumulated Vesting Credit and Benefit Credit will be lost and cannot be recovered.	

Reduced Benefits After An Employment Gap Of More Than 120 Days

After November 1, 2003, if your job with an Employer ends for any reason and you do not return to work within 120 days for an Employer who contributes to this Fund on your behalf for coverage under Plan A, your future benefits will be less than if you had returned within 120 days.

Please see pages 29 through 32 for more information on benefits earned after an absence of more than 120 days beginning after November 1, 2003.

Glossary Of Terms

When the following terms appear in this Summary Plan Description with the initial letters capitalized, they have the meaning described here.

The term “Employer” means an employer that has a Collective Bargaining Agreement, or is a related employer such as a Union Local or the Fund Office, and is required to make contributions or report to the Pension Plan on your behalf for Plan A Benefits.

The term “Hours of Covered Service” means:

- All straight-time hours you work and any other hours for which your Employer is obligated to contribute to the Pension Fund.
- Hours for which you are paid for vacation, sick leave (but not unused sick leave), jury duty, holiday absences and funeral leave.
- Periods of time during which you receive state disability or Workers’ Compensation benefits, provided that your disability started on or after September 1, 1990. Six Hours of Service will be credited per day for each day of disability up to a maximum of 1,800 Hours of Service during your lifetime.
- Hours of Industry Vacation paid to you after 1986 in accordance with the terms of the Industry Vacation Plan of the United Food & Commercial Workers Unions and Food Employers Benefit Fund.
- Under certain circumstances and limitations, periods of time in military service.

The term “Hours of Service” includes Hours of Covered Service and hours worked on or after April 1, 1976 for an Employer in a position not covered by a Collective Bargaining Agreement if your employment is with the same Employer and your employment is not terminated between the non-bargaining unit work and work under the Collective Bargaining Agreement. “Hours of Service” also includes hours on and after February 5, 1994 in which a Participant was absent from work on account of leave under the Family Medical Leave Act.

The term “Collective Bargaining Agreement” means an agreement between an Employer and one or more of the Southern California UFCW Union Locals that requires Employer contributions to this Pension Fund for Plan A benefits.

The term “Vested” means to have earned enough years of Vesting Credit (five if you have at least one Hour of Service on or after April 1, 1999, otherwise ten) to become entitled to a pension benefit without having to work any additional time for an Employer.

When You Become A Participant

If you were hired by an Employer before March 1, 2004, you became a Participant automatically when you reached age 20 and had 300 Hours of Service within two consecutive calendar years.

Once you became a Participant, you were credited with all of your Hours of Service and Hours of Credited Service retroactive to your Date of Hire.

Once you are Vested, you continue to be a Participant for the rest of your life. If you are not Vested, you will cease to be a Participant when you have a One-Year Break In Service. As long as you have not had a Permanent Break In Service, you may reestablish your status as a Participant by returning to work for an Employer and earning 150 Hours of Service (one year of Vesting Credit) within a calendar year.

Please refer to pages 10 and 11 for a description of a One-Year Break In Service and Permanent Breaks in Service.

If you are hired by an Employer after February 29, 2004, these participation rules do not apply to you unless you are employed by the Fund Office or a Union Local.

Owners of unincorporated businesses may not participate in the Plan. Stockholders of incorporated businesses may be able to participate in certain cases. Please contact the Fund Office for details.

How You Earn Credits Under The Plan

In order to understand how you become eligible for benefits under the Plan and how much your benefits will be, you must first understand how the Plan measures your service. This is done by counting your Hours of Service and Hours of Covered Service, as defined in the Glossary Of Terms on page 7.

You will receive credit for Hours of Service and Hours of Covered Service as explained below.

Vesting Credit And Benefit Credit

Your Hours of Service under the Plan give you Vesting Credit and your Hours of Covered Service give you Benefit Credit.

- Vesting Credit is used to determine if you are entitled to retirement benefits and to determine which benefits are available to you.
- Benefit Credit is used to determine the amount of your retirement benefit.

How You Earn Vesting Credit

You earn one Year of Vesting Credit for each calendar year in which you have at least 150 Hours of Service. You earn no Vesting Credit for any year in which you have less than 150 Hours of Service. You cannot earn more than one Year of Vesting Credit in a calendar year.

With certain limits, the Plan also provides Hours of Service (Vesting Credit) during an absence for family leave for pregnancy, childbirth, care of a child after birth or placement for adoption, care for a family member with a serious health condition, or for a Participant's own serious health condition. If you are absent from work for one of these reasons, you should promptly contact the Fund Office.

In Figure 2 on page 10, you can see examples of how you earn Vesting Credit.

How You Earn Benefit Credit

You earn one full Year of Benefit Credit for each calendar year in which you have 1,800 or more Hours of Covered Service. If you work less than 1,800 Hours of Covered Service but more than 150 Hours of Covered Service in a calendar year, you earn partial Benefit Credit for that year. The partial credit is determined by dividing your Hours of Covered Service by 2,000.

For years before 1976, the method for determining partial Benefit Credit is somewhat different. Please contact the Fund Office for more information.

The Plan also grants Benefit Credit under certain circumstances for employment before the Plan's inception date, April 1, 1957. In addition, employees of an Employer who first joins the Plan after October 1, 1993 may be entitled to Benefit Credit for employment with that Employer before the date when contributions begin. Contact the Trust Fund Office if you think one of these situations applies to you.

You will not earn Benefit Credit for any calendar year in which you had less than 150 Hours of Covered Service.

No more than one Year of Benefit Credit can be earned in any calendar year.

In Figures 1 and 2 on page 10, you can see examples of how you earn Benefit Credit.

How You Become Vested

There are three ways to become Vested. The retirement options available to you depend upon how you become Vested.

If you earn at least ten Years of Vesting Credit, you will be Vested. If you then satisfy all other Plan requirements, you will be eligible for Normal Retirement at age 60, Early Retirement at age 50, Disability Retirement at any age less than 60, and the Rule of 85 Pension.

If you earn at least five but less than ten Years of Vesting Credit, and you have at least one Hour of Service on or after April 1, 1999, you will be Vested. If you then satisfy all other Plan requirements, you will be eligible for Normal Retirement at age 65. You will not be eligible for Early Retirement, Disability Retirement, or the Rule of 85.

Even if you have less than five Years of Vesting Credit, you will be Vested if you are a Participant on the later of your fifth anniversary of participation in the Plan or age 65. If you then satisfy all other Plan requirements, you will be eligible for Normal Retirement.

Once you are Vested and you satisfy all other Plan requirements, you will be entitled to receive a benefit at retirement, even if you leave employment that is covered by the Plan. If you are Vested and die before you retire, your spouse or your dependent children may be entitled to a pension benefit provided all other Plan requirements are satisfied. See page 22.

How You Can Lose Your Credits

Once you become Vested, you can never lose the Vesting Credit and Benefit Credit you have earned. Before you are Vested, however, Breaks In Service can cause you to lose your credits. There are two types of Breaks In Service under the Plan: One-Year Breaks In Service and Permanent Breaks in Service.

One-Year Break In Service And Excused Absences

If you are not Vested, you will incur a One-Year Break In Service in any calendar year in which you fail to earn a Year of Vesting Credit (150 Hours of Service). If this happens, your participation in the Plan will end and your Vesting and Benefit Credits will be lost. These lost credits will be reinstated, however, if you return to work for an Employer and earn another Year of Vesting Credit before a Permanent Break In Service occurs.

A One-Year Break In Service may be avoided during periods of Excused Absences for disability, military service, employment by an Employer in a position not covered by a Collective Bargaining Agreement, and employment with the UFCW International Union in an area covered by the Plan. Whenever you are absent from work for one of these reasons you should promptly contact the Fund Office.

Benefit Credit Example

Anthony works 1,800 hours in a calendar year. His Benefit Credit for that year is:

Hours Worked	Benefit Credit
1,800	1

The next year, Anthony works only 1,000 hours.
His Benefit Credit for that year is a partial Benefit Credit:

Hours Worked	Calculation of Partial Benefit Credit	Benefit Credit
1,000	1,000 divided by 2,000	.5

Figure 1

Vesting Credit and Benefit Credit Example

Hours Worked In A Calendar Year	Vesting Credit For That Year	Benefit Credit For That Year
0	0	0
75	0	0
150	1	.075
500	1	.25
900	1	.45
1,800	1	1
2,070	1	1

Figure 2

Permanent Break In Service

If you have a Permanent Break in Service, all Vesting and Benefit Credits that you earned will be lost and cannot be recovered.

You cannot suffer a Permanent Break In Service once you are Vested.

If you are not Vested, but have at least one Hour of Service on or after April 1, 1999, you will have a Permanent Break In Service when you have five consecutive One-Year Breaks In Service.

If you are not Vested and do not have at least one Hour of Service on or after April 1, 1999, you will have a Permanent Break In Service when the number of your consecutive One-Year Breaks In Service first equals or exceeds the greater of: five or the number of your years of Vesting Credit accumulated before the first of your consecutive One-Year Breaks In Service. If you return to work for an Employer on or after April 1, 1999 and reestablish participation before you suffer a Permanent Break In Service, you will be able to become Vested with five Years of Vesting Credit, including any Vesting Credit you earned before 1999.

For years before 1985, different rules apply to Permanent Breaks In Service and may affect the amount of Benefit Credit you have accrued under the Plan. If your employment has not been continuous, please contact the Fund Office to determine how these rules affect you.

A Break in Service Example is shown in Figure 3 on the following page.

Benefit Freeze – Separation In Service

Whether or not you are Vested in your pension benefit, a Separation In Service occurs at the end of the second consecutive calendar year in which you fail to earn a Vesting Credit (150 Hours of Service), unless you qualify for an Excused Absence as described on page 10 (see One-Year Break In Service And Excused Absences).

If you have a Separation In Service, your benefits earned before the Separation in Service will be based on the formula in the Plan at the time your Separation In Service occurs. You won't get any future improvements in the Plan formula for Benefit Credit earned before a Separation In Service because your benefits will be frozen.

However, if you return to work after a Separation In Service and earn additional Benefit Credit after you return, such additional Benefit Credit will be determined based on the formula then in effect.

A Separation In Service also occurs when you begin receiving retirement benefits under the Plan.

An example of a Separation In Service is shown in Figure 4 on the following page.

Break In Service Example

Maria worked under the Collective Bargaining Agreement and was covered by the Pension Plan for at least 150 hours in each of the four years from 1999 through 2002. Each year she worked at least 150 hours, she earned a Vesting Credit, for a total of four Years of Vesting Credit.

In 2003, Maria went to work for an employer who does not have a Collective Bargaining Agreement. She incurred a One-Year Break In Service because she failed to earn a Vesting Credit in that year. Each year that Maria continues to work for an employer who does not have a Collective Bargaining Agreement, she will incur an additional One-Year Break In Service.

If Maria continues to work for an employer who does not have a Collective Bargaining Agreement, by the end of 2007 she will permanently lose her four Years of Vesting Credit and Benefit Credit because, at that time, she will have had a Permanent Break in Service (five consecutive One-Year Breaks In Service). After a Permanent Break in Service, even if Maria returns to employment covered by a Collective Bargaining Agreement, she will have to become a Participant and earn Vesting and Benefit Credits all over again.

If Maria is reemployed under the Collective Bargaining Agreement before the end of 2007 and earns an additional Year of Vesting Credit, her prior four Years of Vesting and Benefit Credits will be reinstated and added to any Vesting and Benefit Credits she earns after her return.

Figure 3

Separation In Service Example

On January 10, 2006, at age 37, after 14 years of work for Employers, Li Shan left his job as a Food Clerk to work as a carpenter. He did not earn 150 Hours of Service in either 2006 or 2007. A Separation In Service occurred on December 31, 2007. When he applies to the UFCW Pension Fund in 2024 for Early Retirement Benefits at age 55, his monthly pension payment will be calculated based on the formulas in effect on December 31, 2007, when he had a Separation in Service.

Figure 4

Reciprocity With Other Pension Plans

This Pension Fund has entered into reciprocal arrangements with certain other related UFCW plans for the purpose of preserving Participants' pension credits. Under certain circumstances, Vesting Credit may be earned under a related plan. Please contact the Fund Office if you have had employment that is covered by another UFCW plan.

Types of Retirement

To meet individual needs, the Pension Plan provides benefits under a variety of circumstances, which are described below.

Normal Retirement

If you have earned at least ten Years of Vesting Credit and you satisfy all other Plan requirements, you can retire and begin receiving the full monthly pension you have built up in the Plan on or after the first of the month following your 60th birthday.

If you are Vested with at least five (but less than ten) Years of Vesting Credit and you satisfy all other Plan requirements, you can retire and begin receiving the full monthly pension you have built up in the Plan on or after the first of the month following your 65th birthday.

If you have less than five Years of Vesting Credit and you satisfy all other Plan requirements, you may begin receiving retirement benefits if you are a Participant in the Plan on the later of your fifth anniversary of participation in the Plan or age 65.

Early Retirement

If you have earned at least ten Years of Vesting Credit and you satisfy all other Plan requirements, you can retire at any time on or after the first of the month following your 50th birthday.

Rule Of 85

The Rule of 85 provides that if your age and Benefit Credits total 85 or more, and you did not have a Separation In Service as of December 31, 1994, you can retire and receive retirement benefits with no reduction for Early Retirement Age.

Your years of Benefit Credit that are counted toward the Rule of 85 may include up to 10 years of reciprocal service and up to 10 years of employment due to an involuntary transfer with the same Employer which occurred between January 1, 1995 and December 31, 1998 to a location and job classification which was represented by a union other than a UFCW Union and not covered by this Plan.

If you had a Separation In Service as of December 31, 1994, only those Benefit Credits accrued after December 31, 1994 qualify for payment under the Rule of 85. (Benefit Credits earned before 1994 will be counted to determine if your age and service equal 85.) Please see page 11 for a description of Separation In Service.

Disability Retirement

You will be eligible for a Disability Retirement Benefit if you meet all of the following conditions:

- You are receiving Social Security Disability Benefits,
- You are not eligible for Normal Retirement,
- You have at least ten Years of Vesting Credit, and
- You have not incurred a Separation In Service (see page 11) as of the calendar year before the calendar year in which your disability begins, unless you earn at least one Hour of Covered Service after the Separation In Service and before your disability begins.

The monthly Disability Retirement Benefit is determined in the same way as your Normal Retirement Benefit, based on your total Years of Benefit Credit earned before your disability. There is no reduction for age, as in the case of Early Retirement. Disability Retirement Benefits are payable only for months in which you receive Social Security Disability Benefits.

While you are receiving Disability Retirement Benefits, you will be required to furnish evidence annually of your eligibility for Social Security Disability Benefits until you become eligible for your Normal Retirement Benefit. If your entitlement to Social Security Disability Benefits ends before you become eligible for your Normal Retirement Benefit, your Disability Retirement Benefit payments will stop. As soon as you meet the conditions for Early or Normal Retirement, you may apply for such benefits.

Early Retirement Pending A Social Security Disability Award

If you have applied for a Social Security Disability Award, are eligible for Early Retirement and meet the other requirements for Disability Retirement, you may apply for Early Retirement to be paid while you are waiting to receive your Social Security Disability Award. Your Early Retirement will be converted to a Disability Retirement if your date of entitlement to Social Security Disability Benefits is no more than six months after your Early Retirement date.

If you do not receive a Social Security Disability Award with a date of entitlement within six months after your Early Retirement date, your Early Retirement Benefit will remain in effect and will not be converted to Disability Retirement or Normal Retirement at any time. For more information, please contact the Fund Office.

If you elect to receive an Early Retirement Benefit in the form of an Income Adjustment Option, you cannot convert your Early Retirement to a Disability Retirement at any time.

Required Distribution

The Plan requires that you collect your retirement benefits starting no later than April 1 of the year following the year in which you reach age 70½ - even if you are still working. If you are no longer working for an Employer after that date and still have not begun collecting your retirement benefits, you may be subject to adverse tax consequences.

How Your Pension Benefit Is Calculated

Normal Retirement Benefit

The amount of your Normal Retirement Benefit is based on your Years of Benefit Credit.

The following formula in effect as of April 1, 2004 will be used to calculate your lifetime monthly Normal Retirement Benefit. (The amounts in this section assume you never had a Separation In Service, never had a period of more than 120 days on or after November 1, 2003 in which you were not employed by any Employer and that your benefit is paid as a Single Life Annuity.)

Based on your Years of Benefit Credit earned before April 1, 2004, your monthly benefit will be:

- $51.82 per month for each of your first ten Years of Benefit Credit, plus
- $69.09 per month for each additional Year of Benefit Credit.

Based on your Years of Benefit Credit earned on or after April 1, 2004, your monthly benefit will be:

- $33.70 per month for each year of Benefit Credit that is one of your first ten Years of Benefit Credit earned under the Plan, plus
- $44.90 per month for each additional Year of Benefit Credit.

Figure 5 below shows an example of how a Normal Retirement Benefit paid as a Single Life Annuity is calculated.

If you continue working for an Employer past the age at which you are eligible for a Normal Retirement Benefit (generally age 60 or 65) and retire at a later age, the amount of your Normal Retirement Benefit will be based on all of your service up to your actual date of retirement. This may not apply if you work less than 40 hours a month for an Employer. Contact the Fund Office for additional information.

Normal Retirement Benefit – Example A

Carlos has a total of 28 continuous Years of Benefit Credit when he retires at age 60 in 2009, with 23 years earned before April 1, 2004 and 5 years earned on or after April 1, 2004

His monthly benefit from the Plan would be calculated as follows:

	$51.82 x 10 Years of Benefit Credit (earned before April 1, 2004)	$518.20
Plus:	$69.09 x 13 Years of Benefit Credit (earned before April 1, 2004)	$898.17
Plus:	$44.90 x 5 Years of Benefit Credit (earned on or after April 1, 2004)	$224.50
Equals:	Total Monthly Normal Retirement Benefit Payable at Age 60	$1,640.87

Carlos will receive this benefit each month for the rest of his life, assuming his benefit is paid as a Single Life Annuity.

Figure 5

Early Retirement Benefit

If you retire early and do not qualify for the Rule of 85, your monthly benefit will be less than it would be if you retired with a Normal Retirement Benefit at age 60. This is because your monthly benefit payments are expected to be paid over a longer period. With an Early Retirement Benefit, your benefit is reduced by 0.5% for each of the first 60 months and 0.3% for each of the next 60 months that the date of your retirement precedes your 60th birthday, as shown in the table in Figure 7 on page 17.

Figure 6 below shows an example of how an Early Retirement Benefit paid as a Single Life Annuity is calculated.

Rule of 85

If you qualify for the Rule of 85 (see page 13), your monthly benefit will be calculated the same as if you had retired with a Normal Retirement Benefit at age 60.

Early Retirement Benefit – Example A

Suppose that Carlos in our previous example titled "Normal Retirement Benefit –Example A" retired with 28 continuous Years of Benefit Credit at age 55 and four months in 2009.

His monthly Early Retirement Benefit would be calculated as follows:

	$51.82 x 10 Years of Benefit Credit (earned before April 1, 2004)	$518.20
Plus:	$69.09 x 13 Years of Benefit Credit (earned on and after April 1, 2004)	$898.17
Plus:	$44.90 x 5 Years of Benefit Credit (earned on and after April 1, 2004)	$224.50
Equals:	Total Monthly Normal Retirement Benefit Payable at Age 60	$1,640.87
Times:	Percentage of benefit payable at age 55 and four months	x 72.0%
Equals	Total Monthly Early Retirement Benefit Payable at age 55	$1,181.43

Carlos will receive this benefit each month for the rest of his life, assuming that his benefit is paid as a Single Life Annuity.

Figure 6

EARLY RETIREMENT REDUCTION FACTORS – Table A
(Age Plus Number of Full Months)

To estimate your Early Retirement Benefit, multiply your Normal Retirement Benefit by the percentage from this Table that corresponds to your age in years and months.

These reductions do not apply if your age and Years of Benefit Credit total at least 85.

Age	50	51	52	53	54	55	56	57	58	59	60
0 mo.	52.0%	55.6%	59.2%	62.8%	66.4%	70.0%	76.0%	82.0%	88.0%	94.0%	100.0%
1 mo.	52.3%	55.9%	59.5%	63.1%	66.7%	70.5%	76.5%	82.5%	88.5%	94.5%	
2 mos.	52.6%	56.2%	59.8%	63.4%	67.0%	71.0%	77.0%	83.0%	89.0%	95.0%	
3 mos.	52.9%	56.5%	60.1%	63.7%	67.3%	71.5%	77.5%	83.5%	89.5%	95.5%	
4 mos.	53.2%	56.8%	60.4%	64.0%	67.6%	72.0%	78.0%	84.0%	90.0%	96.0%	
5 mos.	53.5%	57.1%	60.7%	64.3%	67.9%	72.5%	78.5%	84.5%	90.5%	96.5%	
6 mos.	53.8%	57.4%	61.0%	64.6%	68.2%	73.0%	79.0%	85.0%	91.0%	97.0%	
7 mos.	54.1%	57.7%	61.3%	64.9%	68.5%	73.5%	79.5%	85.5%	91.5%	97.5%	
8 mos.	54.4%	58.0%	61.6%	65.2%	68.8%	74.0%	80.0%	86.0%	92.0%	98.0%	
9 mos.	54.7%	58.3%	61.9%	65.5%	69.1%	74.5%	80.5%	86.5%	92.5%	98.5%	
10 mos.	55.0%	58.6%	62.2%	65.8%	69.4%	75.0%	81.0%	87.0%	93.0%	99.0%	
11 mos.	55.3%	58.9%	62.5%	66.1%	69.7%	75.5%	81.5%	87.5%	93.5%	99.5%	

Figure 7

Disability Retirement Amount

The monthly Disability Retirement Benefit is determined in the same way as your Normal Retirement Benefit, based on your total Years of Benefit Credit earned before your disability. There is no reduction for age, as in the case of Early Retirement. Disability Retirement Benefits are payable only for months in which you receive Social Security Disability Benefits.

Payment Options

When you retire, you will be able to select one of the benefit payment options described below.

Single Life Annuity

If you are not married when you retire, your benefit will be paid as a Single Life Annuity. The Single Life Annuity provides a monthly pension payment to you for your lifetime. No benefits are payable after your death.

If you are married when you retire, the Single Life Annuity is available to you if your spouse consents and both you and your spouse complete the forms required to reject the 50% Joint & Survivor Annuity. Refer to the 50% Joint & Survivor Annuity section below for more information.

50% Joint & Survivor Annuity

If you are legally married when you retire, your benefit will be paid as a 50% Joint & Survivor Annuity, unless both you and your spouse specifically reject this form of payment. Your spouse must consent to this rejection in writing on a form provided by the Fund Office.

The 50% Joint & Survivor Annuity gives you monthly payments for the rest of your life. When you die, payments equal to half of the payment amount you were receiving will automatically continue to your surviving spouse, provided that you have been married for at least one year before your death. In exchange for continuing payments to your spouse, the amount of your own monthly payment is reduced. The amount of the reduction will be based on the ages of you and your spouse at the time of your retirement. If your spouse is not more than five years younger than you, the reduction will be 5% for retirements on and after January 1, 2001, if you earned at least 150 Hours of Service after 1999. If you retire without 150 Hours of Service after 1999, or for Benefit Credits earned before a Separation In Service before 2000, the reduction will be 10%. These reductions will increase for every year (including fractions of a year) your spouse is more than five years younger than you are.

If your spouse dies before you do, your monthly pension payment thereafter will be increased to the monthly amount that you would have received with a Single Life Annuity.

An example of a 50% Joint & Survivor Annuity is shown in Figure 8 below.

50% Joint & Survivor Annuity Example

Susan retires in 2009 at age 60 with 15 Years of Benefit Credit at the time of her retirement. Her Normal Retirement Benefit is $742.70 per month.

Since Susan is married, she elects a 50% Joint & Survivor Annuity, so that a survivor pension will continue to her husband, age 57, if she should die before he does.

With the 50% Joint & Survivor Annuity, the following benefits would be payable:

- While both Susan and her husband are alive, Susan will receive $705.56 per month ($742.70 minus 5%).
- If Susan dies first, her husband will receive $352.78 per month for the rest of his lifetime (50% of $705.56).
- If her husband should die first, Susan's benefit will increase to $742.70 per month for the rest of her lifetime.

If Susan and her husband elect the Single Life Annuity, Susan would receive $742.70 per month for the rest of her lifetime, with nothing payable to her husband after her death.

Figure 8

75% Joint & Survivor Annuity

If you retire on or after April 1, 2008 and you are legally married when you retire, you will be entitled to elect to receive your benefit in the form of a 75% Joint & Survivor Annuity if your spouse consents and both you and your spouse complete the forms required to reject the 50% Joint & Survivor Annuity.

Much like the 50% Joint & Survivor Annuity, the 75% Joint & Survivor Annuity gives you monthly payments for the rest of your life. When you die, payments equal to 75% of the payment amount you were receiving will automatically continue to your surviving spouse for his or her life, provided that you have been married for at least one year before your death.

In exchange for continuing payments to your spouse, the amount of your own monthly payment is actuarially reduced. The actuarial reduction uses the interest and life expectancy assumptions contained in the Plan's definition of actuarial equivalence and is based on the ages of you and your spouse at the time of your retirement. Upon request, the Fund Office will provide you with the actuarial assumptions and the reduction factors used to determine the amount of the 75% Joint & Survivor Annuity. Please contact the Fund Office for more information.

As with the 50% Joint & Survivor Annuity, if your spouse dies before you do, your monthly pension payment thereafter will be increased to the monthly amount that you would have received with a Single Life Annuity.

Income Adjustment Option Annuity

> The Income Adjustment Option may not be available if you are retiring after July 2008. Please contact the Fund Office to find out if it is available when you wish to retire.

If you retire after reaching age 55, but before age 62, you may elect an optional form of benefit payment called the Income Adjustment Option Annuity. Usually, retirement benefits are payable in the same amount each month for life. Instead of a level benefit for life, this option provides for a greater payment from the Pension Plan before age 62 and a smaller payment after age 62, when Social Security benefits can begin.

The adjustments in the amount of your pension payments before and after age 62 are based on normal life expectancy, so that, actuarially, the total value of the payments you receive will be the same, whether or not you elect this option.

If you are married and elect the Income Adjustment Option, a 50% Joint & Survivor Annuity feature will be included, unless you and your spouse reject the 50% Joint & Survivor Annuity or you do not have 150 or more Hours of Service after 1997. Refer to Figure 10 for an example. The 75% Joint & Survivor Annuity is not available if you elect the Income Adjustment Option.

You do not have to make any decision regarding the election of this option until you are actually ready to retire, at which time the Fund Office will provide you with all of the information you need.

The Income Adjustment Option is not available if you are disabled under the standard used by the Social Security Administration in determining eligibility for a Social Security Disability Benefit. Also, if you elect to receive your Early Retirement Benefits in the form of the Income Adjustment Option, you cannot convert to a Disability Retirement at any time.

An example of how the Income Adjustment Option Annuity works is shown in Figure 9 on the following page and Figure 10 on page 21.

Income Adjustment Option Annuity Example
(With a Single Life Annuity)

The Income Adjustment Option Annuity is designed to pay you a larger pension before age 62, when you first become eligible for Social Security benefits, and a smaller pension after age 62.

When you retire, the Fund Office will provide you with the exact amounts you would receive from the Plan both before and after age 62, if you elect this option.

Mercedes has a total of 20 Years of Benefit Credit at her retirement at age 55 in 2006 and elects the Income Adjustment Option Annuity, payable in the form of a Single Life Annuity.

Mercedes' Early Retirement Benefit payable at age 55 is $812.50

If Mercedes elects the Income Adjustment Option Annuity, instead of receiving $812.50 per month for life, she will receive $999.76* per month from age 55 until age 62.

At age 62, her pension will reduce to $699.76* per month and will be payable for the remainder of her lifetime. In addition to her pension, she may also be eligible to receive her Social Security monthly benefit.

- The above example assumes an age 62 Social Security benefit of $300.00 per month. Adjustments shown in this example may not apply to you because the actuarial assumptions used to determine the adjustment may be modified annually.

Figure 9

Income Adjustment Option Annuity with the 50% Joint & Survivor Annuity Example (If you are Married)

In this Income Adjustment Option Annuity example, Henry also has a total of 20 Years of Benefit Credit at his retirement at age 55 in 2006. Since Henry is married, he can elect to receive the Income Adjustment Option Annuity with the 50% Joint & Survivor Annuity.

Here's how his benefit would be calculated:

Henry's Early Retirement Benefit payable at age 55	$812.50
Reduction for the 50% Joint & Survivor Annuity coverage ($812.50 x 5% = $40.62)	-$ 40.62
Henry's Early Retirement Benefit after reduction for the 50% Joint & Survivor Annuity coverage ($812.50 - $40.62 = $771.88)	$771.88

With the Income Adjustment Option Annuity, instead of receiving a 50% Joint & Survivor Annuity of $771.88 per month for the remainder of his lifetime, Henry will receive $959.14* per month from age 55 until age 62. At age 62, his benefit will be reduced to $659.14* per month, payable for the remainder of his lifetime. In addition to his pension, he may also be eligible to receive his Social Security monthly benefit at age 62.

If Henry dies before his spouse, his spouse would receive $385.94 per month for the remainder of her lifetime ($771.88 x 50% = $385.94). Alternatively, if his spouse dies first, Henry's benefit would be increased to the amounts payable under the Income Adjustment Option as though he had retired with a Single Life Annuity ($999.76* per month from age 55 until age 62 and $699.76* per month thereafter for the remainder of his lifetime).

- The above example assumes an age 62 Social Security benefit of $300.00 per month. Adjustments shown in this example may be different for you because the actuarial assumptions used to determine the adjustment may be modified annually.

Figure 10

Pre-Retirement Death Benefit

Surviving Spouse Benefits

If you are Vested and die before retirement, and you were legally married throughout the one-year period ending on the date of your death, your surviving spouse will receive lifetime pension payments. Your spouse must complete a Retirement Application and provide the Fund Office with certified marriage and birth certificates.

Your surviving spouse will receive 50% of the benefit that you would have received had you retired with a 50% Joint & Survivor Annuity on the date that benefits to your surviving spouse begin.

When Pension Payments To A Surviving Spouse Begin

Pension payments to a surviving spouse will be paid as follows:

- If you die before age 50 and have at least ten Years of Vesting Credit – Pension payments to your surviving spouse will begin on the first of the month after you would have reached age 50.
- If you die after reaching age 50 and have at least ten Years of Vesting Credit – Pension payments to your surviving spouse will begin on the first of the month coinciding with or next following the date of your death.
- If you die before reaching age 65 and you have earned at least five Years of Vesting Credit (but less than ten) and you have at least one Hour of Service on or after April 1, 1999, pension payments to your surviving spouse will begin on the first of the month coinciding with or next following the date you would have attained age 65.
- If you die after reaching age 65 and you are Vested, pension payments to your surviving spouse will start on the first of the month coinciding with or next following the date of your death.
- Under certain circumstances, your surviving spouse may also elect to defer payment of benefits. In this case, the benefit payment will be increased in recognition of the later beginning date.
- Your spouse must file an application for benefits with the Fund Office or your Union Local before payments can begin.

Surviving Dependent Child Benefits

If you have at least ten Years of Vesting Credit and (1) you die before retirement, (2) you have not incurred a Separation In Service as of the preceding Plan Year, and (3) there is no Surviving Spouse Benefit payable, your eligible dependent children under age 18 will receive pension payments until they reach age 18.

Benefits payable to your surviving child or children under the age of 18 will be 50% of your accrued 50% Joint and Survivor benefit on your date of death. The amount will be shared equally among all eligible dependent children. If you die before age 50, the amount of benefits will be determined as if you had died at age 50.

If a divorced spouse receives a Surviving Spouse Benefit based on a portion of your total Benefit Credit, the benefit payable to your dependent children is based on the remaining portion of your Benefit Credit.

When Pension Payments To A Dependent Child Begin

Pension payments to your eligible dependent child or children will begin the first of the month immediately following the date of your death and will cease when the last dependent child reaches age 18. An application for benefits must be filed before payments can begin.

Divorces, Separations and QDROs

If you are divorced or separated, your former spouse, or child, or dependent (Alternate Payee) may require the Plan to pay a portion of the benefits you have earned under the Plan to them, but only if the Plan is ordered to do so by a Qualified Domestic Relations Order (QDRO). If the Fund Office receives a domestic relations order for payment to be made to an Alternate Payee, the Fund Office will notify you and the Alternate Payee and will then determine whether or not the order is a QDRO as defined by law. Once such a determination has been made, the Fund Office will make payment of benefits in accordance with the QDRO and the law.

Participants and beneficiaries, by written request to the Fund Office, may obtain, without charge, a copy of the Plan's procedures governing QDROs and a copy of a sample QDRO acceptable to the Plan.

How To Apply For Pension Benefits

To begin collecting retirement benefits, you must file a Retirement Application at the Fund Office or your Union Local. Retirement Application forms may be requested from either the Fund Office or your Union Local.

You will be required to supply proof of age, your marriage certificate and any other documentation necessary to complete your file and your Retirement Application.

Pension payments will not begin until after you file a Retirement Application. Therefore, you should file your application well in advance of the date that you wish to begin receiving pension payments.

When Pension Benefits Begin

Generally, your pension payments can begin on the first day of the month coinciding with or next following the later of:

- The date you actually terminate employment with an Employer unless the hours you worked in that month would cause a suspension of benefits.
- The date your written Retirement Application is filed in the Fund Office, or
- The date you specify in your Retirement Application.

Disability pensions will be paid retroactive to the date on which Social Security Disability benefits are first payable.

The requirement to terminate your employment for an Employer does not apply after April 1 of the year after the year you reach age 70½. If you are still working for an Employer after that date and have not begun collecting your retirement benefits, you may be subject to adverse tax consequences.

Withholding Of Taxes From Pension Payments

All benefit payments are taxable for purposes of Federal and state income tax. When you retire you will receive an explanation regarding withholding of income tax from your monthly pension payment. You will be requested to complete a form electing the amount of income taxes you wish to have withheld each month. Some retirees may elect to have no taxes withheld.

In making a decision about whether or not to have taxes withheld from your pension check, you should be aware that if your total income is high enough to require you to pay income taxes, and if sufficient taxes are not withheld from your pension payments, you may be responsible for payment of estimated tax, and you could incur tax penalties.

You may change your tax withholding election at any time by obtaining federal and state election forms from the Fund Office or your Union Local. To make such a change, you should file the forms at least one month in advance of when you want the change to take effect.

As required under applicable law, you will receive Form 1099-R from the Fund Office each year indicating the amount of pension income you received for the previous year and the amount of taxes withheld.

Pension Payment Verification

Once a year, you will be required to complete a Pension Payment Verification notice that the Fund Office will send to you. The purpose of this notice is to ensure that you are receiving your pension and to provide other information to the Fund. You must complete and return this notice to the Fund Office as soon as possible; otherwise your pension checks will be withheld until you do return it.

If You Continue Working After Retirement Or After Age 65

Your pension benefits may stop, or be "suspended," during months when you work in Southern California in the same industry and in the same trade or craft covered by the Plan for more than the allowable hours described below. Work in Southern California, in the same industry and in the same trade or craft covered by the Plan is referred to as "Suspendible Employment" in this summary.

Suspendible Employment includes any work you perform as an employee, supervisor, manager, or while self-employed, if you use the skills and experience you acquired while working in Covered Employment.

Your pension, or a part of your pension, will be suspended one month for each month that you work more than the allowable hours in Suspendible Employment, whether you are retired or you are continuing to work beyond age 65 without retiring. This means that you will not receive a pension payment (or part of a pension payment, if applicable) for any month that your pension is suspended and that you will permanently lose the value of that pension payment. The number of allowable hours that you may work without causing a suspension of your pension benefits varies depending on whether your benefits were earned before April 1, 2002 or after March 31, 2002. It also varies depending on whether you work for an employer signed to a Collective Bargaining Agreement. These rules are explained below. If your pension benefit is suspended for work under a Collective Bargaining Agreement, you may earn additional Benefit Credit.

Your pension will not be suspended if you work in Suspendible Employment after April 1 of the calendar year following the year in which you attain age 70-1/2.

If you do not know whether particular employment will be considered Suspendible Employment, you may contact the Trust Fund Office to request a determination of whether that employment will cause a suspension of your pension benefits.

Suspension Of Benefits Earned Before April 1, 2002

The pension benefits you earned before April 1, 2002 will be suspended if you work in Suspendible Employment for:

- More than 80 hours in a calendar month with four weekly Payroll Periods, or
- More than 100 hours in a calendar month with five weekly Payroll Periods.

Supension Of Benefits Earned After March 31, 2002

For pension benefits earned after March 31, 2002, the number of hours you may work without causing a suspension depends on whether you work for an Employer with a Collective Bargaining Agreement or for an employer that does not have a Collective Bargaining Agreement. It may also depend on your age.

Work For An Employer With A Collective Bargaining Agreement

The pension benefits you earned after March 31, 2002 will be suspended if you work in Suspendible Employment for an Employer with a Collective Bargaining Agreement (or for an employer that contributes to another multiemployer pension plan sponsored by a Union Local) for:

- More than 40 hours in a calendar month with four weekly Payroll Periods, or
- More than 50 hours in a calendar month with five weekly Payroll Periods.

Work For An Employer With No Collective Bargaining Agreement

Under Age 65

If you are less than age 65 and work in Suspendible Employment for an employer (including self-employment) that does not have a Collective Bargaining Agreement, the part of your pension earned after March 31, 2002 will be suspended for any month in which you work **any** hours. If your benefits are suspended for working less than 40 hours or 50 hours in a calendar month (whichever is applicable), your benefits will be actuarially adjusted when they resume, if necessary, so that the value of your Normal Retirement Benefit is not reduced because of the suspension.

Age 65 And Over

If you are 65 or older and work in Suspendible Employment for an employer (including self-employment) that does not have a Collective Bargaining Agreement, the part of your pension earned after March 31, 2002 will be suspended for any month in which you work more than 40 hours.

> The Payroll Period is based on the standard industry workweek, which is Monday through Sunday. The number of Payroll Periods in a calendar month is determined by counting the number of Sundays in the calendar month. All hours are counted for which you are paid or entitled to payment, including vacation, holiday, illness, disability, layoff, jury duty, military duty, or leave of absence.

Examples: Assume you retire in 2007 with 25 Years of Benefit Credit and a monthly pension of $1,481.98. You had 20 Years of Benefit Credit before April 1, 2002 and 5 Years of Benefit Credit after March 31, 2002. For the first 20 Years of Benefit Credit, your monthly pension is $1,209.10. For the five Years of Benefit Credit earned after March 31, 2002, your pension is $272.88.

- If you work in Suspendible Employment for more than 80 hours in a calendar month with four weekly Payroll Periods or 100 hours in calendar month with five weekly Payroll Periods, your full pension payment of $1,481.98 will be suspended for one month.
- If you work more than 40 hours (but less than 80 hours) in a calendar month with four weekly Payroll Periods or more than 50 hours (but less than 100 hours) in a calendar month with five weekly Payroll Periods for an Employer with a Collective Bargaining Agreement, the part of your pension for your five Years of Benefit Credit earned after March 31, 2002, or $272.88, will be suspended for one month. You will still receive a pension payment of $1,209.10 for that month because you did not work enough hours to cause a suspension of the pension benefits you earned before April 1, 2002.
- If you are under age 65 and work any hours in Suspendible Employment in a calendar month for an employer that does not have a Collective Bargaining Agreement, the part of your pension for your five Years of Benefit Credit earned after March 31, 2002, or $272.88 will be suspended for one month. If you work less than 80 or 100 hours (whichever is applicable), you will still receive a pension payment of $1,209.10 for that month because you did not work enough hours to cause a suspension of the pension benefits you earned before April 1, 2002. If you work more than 80 or 100 hours (whichever is applicable), your total pension of $1,481.98 will be suspended.
- If you are age 65 or older and work in Suspendible Employment for an employer that does not have a Collective Bargaining Agreement, the part of your pension for your five Years of Benefit Credit earned after March 31, 2002, or $272.88, will be suspended for one month if you work more than 40 hours. If you work more than 40 hours but less than 80 or 100 hours (whichever is applicable), you will still receive a pension payment of $1,209.10 for that month because you did not work enough hours to cause a suspension of the pension benefits you earned before April 1, 2002. If you work more than 80 or 100 hours (whichever is applicable), your total pension of $1,481.98 will be suspended.

Suspendible Employment

Suspendible Employment is employment that is within the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. Suspendible Employment includes any work you perform as an employee, supervisor, manager, or while self-employed, if you use the skills and experience you acquired while working in Covered Employment.

Same industry – means any business activity of any employer that includes any employment of the type engaged in by any Employer maintaining the Plan.

The “same industry” is determined based on whether the activities of the other employer involve the sale or distribution of the same or similar product or services as are provided by contributing Employers. In other words, the “same industry” includes businesses that compete with or sell the same products sold by contributing Employers.

Same trade or craft – Any work you perform as an employee, supervisor, manager, or while self-employed, if you use the skills and experience you acquired while working in Covered Employment.

Same geographic area – the area that is within the geographic jurisdictions of UFCW Union Locals 135, 324, 770, 1036, 1167, 1428, and 1442 (Southern California). If you retired under a reciprocal agreement with a Northern California Plan, then the area is expanded to include the area covered by that Plan.

Alternative to Suspension of Benefits: Reduction in Benefits

As an alternative, instead of suspending your full or partial pension for a month, you may elect to have your pension reduced by your earnings in excess of the allowable hours. This amount will be based on your hourly wage rate. If you work enough hours to make the reduction equal or exceed your pension benefit, the entire month's pension payment will be withheld.

Notices and Other Documentation

If you become employed in Suspendible Employment after you retire, you must notify the Fund Office in writing within 21 days of the date you begin employment. In addition, you must provide documentation of the nature and extent of your employment. Similarly, if you are age 65 or older and have not retired, you must notify the Fund Office in writing within 21 days of the date you begin work in Suspendible Employment. If the Plan learns that you are working in Southern California in the same industry and in the same trade or craft covered by the Plan, it will be assumed that you are working enough hours to be fully suspended, unless it is unreasonable to do so or you provide the Fund Office with information to the contrary.

If you do not notify the Fund of your work in Suspendible Employment, pension payments that should have been suspended will be recovered by reducing your future pension payments.

If you are considering employment after retirement or after age 65, you may contact the Trust Fund Office to request a determination of whether your pension will be suspended for that employment.

All Retirees are required to make their Social Security and IRS records available to the Fund upon request. Further, once a year you will be required to certify that you are entitled to continue receiving retirement benefits and to disclose all postretirement employment. Your pension payments may cease until your response has been received in the Trust Fund Office.

If Your Pension Payments Are Suspended Or Reduced

If you work in Suspendible Employment, the Fund Office will notify you in writing if your pension payments are suspended or reduced, and will provide you with the following information:

- The specific reasons for reduction or suspension of pension benefits;
- A summary and a copy of the relevant section(s) of the Pension Plan document;
- Relevant references to the U.S. Department of Labor regulations concerning suspension of benefits;
- A statement of the procedure for securing a review of the reduction or suspension;
- A description of the procedures and any necessary forms that must be submitted before the reduction or suspension can end; and
- The basis for any offset in retirement benefits as the result of the receipt of pension payments that should have been suspended.

You will be entitled to send a written request for review of the reduction or suspension of your retirement benefits. Such a request must be made within 60 days of the notice of reduction or suspension of pension payments. Your request for a review will be considered in accordance with the Claims And Appeals Procedures on pages 36 and 37.

If you work sufficient Hours of Covered Service to earn additional Benefit Credit under the Pension Plan while your pension payments are suspended, your monthly pension may be increased when you resume retirement status.

Suspension of Health and Welfare Benefits

If you work in Suspendible Employment for an employer that does not have a Collective Bargaining Agreement, you will lose one month of coverage for Retiree Health and Welfare Benefits under the Benefit Fund for each month in which you work—regardless of your age and the number of hours you work. Retirees who return to work for a Covered Employer may earn eligibility for Health and Welfare Benefits as an active participant. If that happens, you will be transferred out of the Retiree Health Plan during the period you are covered as an active Employee. When you no longer qualify for active benefits, you will be transferred back to the Retiree Plan.

Circumstances That May Result In The Loss Of Your Benefits

Under certain conditions, you could lose benefits under the Pension Plan. For example:

If you leave employment covered by the Plan before becoming Vested, you may lose any Vesting Credits and Benefit Credits that you have previously earned. For more information, please refer to the section How You Can Lose Your Credits on page 9. Call the Fund Office to determine whether or not you are Vested in your retirement benefits.

You can lose pension benefits under the Plan's Suspension of Benefits rules by working in Suspendible Employment for more than the allowable hours. Specifically, you will lose pension benefits for each month that you work in Suspendible Employment for more than the allowable hours, after

- You retire, or
- You reach age 65 without retiring, or
- You otherwise qualify for a Normal Retirement benefit without retiring.

Please refer to the section If You Continue Working After Retirement Or After Age 65 on pages 24 through 28 for a description of the Plan's suspension of pension benefits rules.

Section 415 of the Internal Revenue Code imposes certain limitations on the amount of benefits that can be paid by the Plan. It is unlikely, but not impossible, for the Plan to be required to reduce a Participant's benefits to comply with Section 415.

Pension payments for Normal and Early Retirements will not begin until you file a Retirement Application. Therefore, you should file your application well in advance of the date that you wish to begin receiving pension payments. (For rules on Disability Retirements, please refer to page 14, Disability Retirement, for details.)

If your job with an Employer terminates after November 1, 2003, and you are not employed by an Employer for a period of more than 120 days, any benefits you earn after you return to work for an Employer will be lower and subject to less favorable rules than you would have had without such an interruption in your employment. See pages 29 through 32 for more information.

Reduced Benefits Earned After A 120-Day Absence From Employment Occurring After November 1, 2003

If your employment terminates after November 1, 2003, and you do not return to work for an Employer until after an absence of more than 120 days, you will have a 120-Day Absence. You will not be a Plan A-1 Employee with respect to any work you perform for an Employer after your 120-Day Absence. Benefits for work after your 120-Day Absence are lower and subject to less favorable Plan rules than benefits you earn as a Plan A-1 Employee.

These next four pages describe some of the differences in the benefits that you will earn for work for an Employer after a 120-Day Absence, when you will be a Plan A-2 Employee. Benefits earned after a 120-Day Absence are described more fully in the Summary Plan Description for Plan A-2 Employees. For more information, or to obtain a copy of the Summary Plan Description for Plan A-2 Employees, contact the Fund Office.

> The term "120-Day Absence" refers to a period of more than 120 days beginning after November 1, 2003 when you are not employed by an Employer. (Your employment does not terminate while you are on layoff.)

If your employment terminates and you return to work for an Employer before a 120-Day Absence, you will continue to earn benefits as described earlier in this Summary Plan Description. Your employment does not terminate while you are on layoff. Therefore, if you return to work within 120 days after your layoff ends, you will continue to earn benefits as a Plan A-1 Employee.

> **Important – Transferring Between Plan A & Plan B**
>
> If you transfer from coverage under Plan A-1 to Plan B after March 1, 2004 and you later transfer back to Plan A after more than 120 days without Employer contributions made on your behalf to Plan A, your future benefits will be earned under Plan A-2.

Normal Retirement

On or after the first of the month following your 65th birthday, you can begin receiving Normal Retirement benefits for Benefit Credit that you earned after your 120-Day Absence.

If you have less than five Years of Vesting Credit, you may begin receiving the full monthly benefits that you earned for work after your return if you are a Participant in the Plan on the later of your fifth anniversary of participation in the Plan or age 65 provided you satisfy all other Plan requirements.

Normal Retirement Benefit

The amount of your Normal Retirement Benefit that is based on your Years of Benefit Credit earned after your 120-Day Absence will be:

- $18.14 per month for each Year of Benefit Credit, if needed to earn one of your first ten Years of Benefit Credit under the Plan, and
- $24.18 per month for each additional Year of Benefit Credit

Figure 11 on page 30 shows an example of how Normal Retirement Benefits are calculated under these circumstances.

Normal Retirement Benefit – Example B

When Alonzo retires in 2013, he has a total of 31 years of Benefit Credit. He earned 28 years with Employer X, 23 of those years were before April 1, 2004 and 5 years were after April 1, 2004.

On October 1, 2009, Alonzo quit his job with Employer X. Six months later (after a 120-Day Absence), Alonzo went to work for Employer Y and earned 3 more years of Benefit Credit. Alonzo retires in 2013 at age 60.

Alonzo is entitled to Normal Retirement Benefits at age 60 for the benefits he earned through September 30, 2009. Benefits for his work after he returned to work in April 2010, after his 120-Day Absence, cannot be paid as a Normal Retirement Benefit until he is age 65.

If Alonzo does not want his benefits earned after April 2010 to be reduced for Early Retirement, he will have to wait until he is 65 to begin collecting a pension benefit for the three years of Benefit Credit he earned after his 120-Day Absence. Alonzo's monthly benefit from the Plan would be calculated as follows:

	\$51.82 x 10 Years of Benefit Credit (earned before April 1, 2004)	\$518.20
Plus:	\$69.09 x 13 Years of Benefit Credit (earned before April 1, 2004)	\$898.17
Plus:	\$44.90 x 5 Years of Benefit Credit (earned on and after April 1, 2004)	\$224.50
Equals:	Total Monthly Normal Retirement Benefit Payable in 2013 at age 60	\$1,640.87
Plus:	\$24.18 x 3 Years of Benefit Credit (earned on and after a 120-Day Absence that began October 1, 2009)	\$72.54
Equals:	Total Monthly Normal Retirement Benefit Payable in 2018 at Age 65	\$1,713.41

Alonzo will receive these benefits each month for the rest of his life, assuming his benefit is paid as a Single Life Annuity.

Alternatively, when Alonzo retires in 2013 at age 60, he could elect to receive Normal Retirement Benefits for his work through September 30, 2009 and Early Retirement Benefits for his three years of benefits earned after his 120-Day Absence. His reduced benefit for Early Retirement would be determined using the factors in Figure 13 (\$72.54 x 59.3%, or \$43.02). His total retirement benefit at age 60 would be \$1,683.89 (\$1,640.87 + \$43.02 = \$1,683.89).

Figure 11

Early Retirement

On or after the first of the month following your 55th birthday, you can begin receiving Early Retirement benefits for Benefit Credit that you earned after your 120-Day Absence. However, these benefits will be reduced for each month that the date of your retirement precedes your 65th birthday, as shown in the table in Figure 13 on page 32.

Early Retirement Benefit – Example B

Suppose Min is 55 in 2013 and elects Early Retirement with 25 years of Benefit Credit. She earned 22 years of Benefit Credit before October 1, 2009 when her employment terminated. She was not employed by an Employer for more than 120 days. She returned in April 2010 and earned 3 more years of Benefit Credit.

Because Min earned years of Benefit Credit both before and after her 120-Day Absence, her Early Retirement Benefit must be calculated in two parts as different rules apply to each part.

The first part of the calculation is based on Min's 22 years of Benefit Credit earned before October 1, 2009 (before her 120-Day Absence) and on the Early Retirement Reduction Factors shown on the table in Figure 7 on page 17.

	$51.82 x 10 Years of Benefit Credit (earned before April 1, 2004)	$518.20
Plus:	$69.09 x 7 Years of Benefit Credit (earned before April 1, 2004)	$483.63
Plus:	$44.90 x 5 Years of Benefit Credit (earned between April 1, 2004 and September 30, 2009)	$224.50
Equals:	Total Monthly Normal Retirement Benefit Payable at Age 60	$1,226.33
Times:	Percentage of benefit payable at age 55 (Based on the Early Reduction factors in Figure 7 on page 17.)	x 70%
Equals:	Monthly Early Retirement Benefit Payable at age 55	$858.43

The second part of the calculation is based on Min's 3 years of Benefit Credit earned after April 2010 (after her 120-Day Absence) and on the Early Retirement reduction Factors shown on the table in Figure 13 on page 32.

Plus:	$24.18 x 3 Years of Benefit Credit (earned after her 120-Day Absence that began on October 1, 2009)	$72.54
Equals:	Total Monthly Normal Retirement Benefit Payable at Age 65	$72.54
Times:	Percentage of benefit payable at age 55	x 37.1%
Equals:	Monthly Early Retirement Benefit Payable at age 55	$26.91
Equals:	Total Monthly Early Retirement Benefit Payable at Age 55 ($858.43 + $26.91 = $885.34)	$885.34

Min will receive $885.34 each month for the rest of her life, assuming her benefit will be paid as a Single Life Annuity.

Figure 12

EARLY RETIREMENT REDUCTION FACTORS – Table B
(Age Plus Number of Full Months)

Applies If Your Employment is Terminated After November 1, 2003 and You Earn Benefit Credits After an Absence of More Than 120 Days

Age	55	56	57	58	59	60	61	62	63	64	65
0 mo.	37.1%	40.6%	44.5%	48.9%	53.8%	59.3%	65.5%	72.5%	80.5%	89.6%	100.0%
1 mo.	37.4%	41.0%	44.9%	49.3%	54.3%	59.8%	66.1%	73.2%	81.3%	90.5%	
2 mos.	37.7%	41.3%	45.3%	49.7%	54.7%	60.3%	66.7%	73.9%	82.0%	91.3%	
3 mos.	38.0%	41.6%	45.6%	50.1%	55.2%	60.9%	67.3%	74.5%	82.8%	92.2%	
4 mos.	38.3%	41.9%	46.0%	50.5%	55.6%	61.4%	67.9%	75.2%	83.5%	93.1%	
5 mos.	38.6%	42.3%	46.4%	50.9%	56.1%	61.9%	68.4%	75.9%	84.3%	93.9%	
6 mos.	38.9%	42.6%	46.7%	51.4%	56.6%	62.4%	69.0%	76.5%	85.1%	94.8%	
7 mos.	39.2%	42.9%	47.1%	51.8%	57.0%	62.9%	69.6%	77.2%	85.8%	95.7%	
8 mos.	39.5%	43.2%	47.5%	52.2%	57.5%	63.4%	70.2%	77.9%	86.6%	96.5%	
9 mos.	39.8%	43.6%	47.8%	52.6%	57.9%	64.0%	70.8%	78.5%	87.3%	97.4%	
10 mos.	40.1%	43.9%	48.2%	53.0%	58.4%	64.5%	71.4%	79.2%	88.1%	98.3%	
11 mos.	40.3%	44.2%	48.5%	53.4%	58.8%	65.0%	72.0%	79.9%	88.9%	99.1%	

Figure 13

Rule Of 85

The Rule of 85 will not apply to any benefits you earned for work after a 120-Day Absence. Benefit Credits earned after a 120-Day Absence will be counted to determine if your age and service equal 85; but they will not be counted to determine the amount of your Rule of 85 benefit.

Disability Retirement

If you return to work for an Employer after a 120-Day Absence, the eligibility rules to qualify for a Disability Retirement Benefit on page 14 still apply to you. For more details, please refer to page 14 or contact the Fund Office.

The monthly Disability Retirement Benefit is determined the same way as your Normal Retirement Benefit, based on your total Years of Benefit Credit. The lower Normal Retirement Benefit amounts shown on pages 29 and 30 will apply to benefits earned after your 120-Day Absence.

Pre-Retirement Death Benefits

Surviving Spouse Benefits

If you die before age 55, Pre-Retirement Death Benefits, for Benefit Credits earned after a 120-Day Absence, begin on the first of the month after you would have reached age 55. If you die after reaching age 55, payments to your surviving spouse will begin on the first of the month coinciding with or next following your date of death.

Surviving Dependent Child Benefits

If you die before age 55, Surviving Dependent Child Benefits, for Benefit Credits earned after a 120-Day Absence, are determined as if you had died at age 55 and the Early Retirement reduction is determined under Figure 13.

Important Information About The Pension Plan

Name of The Plan

The name of the Plan is Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Plan.

Type of Plan

This is a Defined Benefit Pension Plan. It provides benefits to Participants who satisfy the Plan's eligibility requirements and retire due to age or disability.

Plan Sponsor

The Plan Sponsor is the Board of Trustees, some of whom are Union Trustees and the rest of whom are Employer Trustees. The name, address, telephone number and Employer Identification Number of the Plan Sponsor are as follows:

Name of Plan Sponsor

Board of Trustees of the Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund

Address of Fund Office
6425 Katella Avenue
Cypress, CA 90630-5238

Mailing Address
P.O. Box 6010
Cypress, CA 90630-0010

Telephone
714-220-2297 or 562-408-2715

Employer Identification Number
95-1939092, Plan No. 001

Names And Addresses Of Members Of The Board Of Trustees

Plan Administrator

The Plan is administered by the Board of Trustees with the assistance of a Fund Administrator, the Southern California United Food & Commercial Workers Unions and Food Employers Joint Benefit Funds Administration, LLC. The Fund also uses the services of consultants, actuaries, attorneys, accountants, investment managers and advisors, etc. All Plan benefits are provided directly from the Fund.

Agent For Service of Legal Process

The Fund Administrators chief officers have been designated by the Trustees as Agents for Service of Legal Process. Legal process may also be served on any Trustee. The Fund Administrators are:

Virginia Grady, Chief Administrative Officer
Joel Meltz, Chief Financial Officer
Southern California United Food & Commercial Workers Unions and
Food Employers Joint Benefit Funds Administration, LLC
6425 Katella Avenue
Cypress, CA 90630-5238

Collective Bargaining Agreements

The Plan is maintained in accordance with Collective Bargaining Agreements between various Employers and Union Locals of the United Food & Commercial Workers International Union. By writing to the Fund Administrator, Participants may determine whether a particular union or employer is a party to the Plan and, if so, its address.

A complete list of the Employers and employee organizations sponsoring the plan or a copy of any of the Collective Bargaining Agreements may be obtained upon written request to the Fund Administrator. Such information is also available for examination at the Fund Office, or can be examined upon ten days' request at any subadministrative office at the Local Union Offices or work sites.

Funding

The Plan is funded by contributions made under the Collective Bargaining Agreements, which provide for contributions by the Employers to the Fund on an agreed-upon, cents-per-hour basis. There are no Participant contributions.

The Plan's assets are subject to the terms of the Declaration of Trust Providing for Establishment of the Southern California United Food and Commercial Workers Unions and Food Employers Joint Pension Trust Fund and are held by the Plan's custodian, Union Bank of California.

Fiscal Year of The Plan

The Fiscal Year of the Plan is April 1 through March 31.

Plan Records

Plan records for determining eligibility for and amount of benefits are maintained on a calendar year basis and are kept at the Fund office at the address listed on page 33.

Normal Retirement Age

The Normal Retirement Age under the Plan is defined to mean age 65, or, if later, the fifth anniversary of participation in the Plan after April 1, 1988.

Documents

This booklet, called the *Pension Plan Summary Plan Description*, describes the major provisions of the Pension Plan applicable to Employees who were hired before March 1, 2004. It does not replace the official Plan documents, which legally govern Plan operations.

The Board of Trustees has full discretion and authority to determine questions concerning the interpretation or administration of this Plan, including without limitation, all questions relating to eligibility, type, amount, or duration of Plan benefits, and the determinations of the Board shall be conclusive and binding as to all persons for all purposes.

Copies of the Plan documents, the latest annual reports and any other materials pertaining to the Plan are available for review, without charge, at the Fund Office. If you wish to see any of these documents, please address your request to the Pension Department at the Fund Office.

To obtain a copy of the Plan documents, send a written request to the Pension Department at the Fund Office.

Claims And Appeals Procedures

Filing Claims

To begin collecting retirement benefits, you must file an application at the Fund Office or at your Union Local. Application forms may be requested from either the Fund Office or your Union Local. You will be required to supply proof of age, your marriage certificate, and any other documentation necessary to complete your file and your application.

You may designate someone in writing as your Authorized Representative to be responsible for handling your claim. Your designation must be on a form provided by the Fund that you can obtain from the Fund Office or your Union Local.

Processing Claims

Your application will usually be processed within 90 days after it is received. This may be extended to 180 days if necessary due to matters beyond the control of the Fund, or longer if you are asked to submit information necessary to process your claim. You will be notified of the extension within 90 days after receipt of your claim.

If your claim is denied in whole or in part, you will receive a notice that:

- States the specific reason or reasons for the denial;
- Refers to the specific Plan provision(s) on which the denial is based;
- Describes any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- Describes the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following the denial of a claim on appeal.

Filing an Appeal of a Claim Determination

If you are not satisfied with our determination of your claim, you have 60 days after receipt of our notice of determination to file an appeal. Your appeal must be in writing and sent to the Fund Office. You may designate someone in writing as your Authorized Representative to be responsible for handling your appeal. Your designation must be on a form provided by the Fund that you can obtain from the Fund Office or a Union Local.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. You may submit written comments, documents, records, and other information relating to the claim, which will be considered on appeal regardless of whether such information was submitted or considered in the initial claims review.

Your appeal will receive full and fair review by the Appeals Committee, which is a committee of the Plan's Board of Trustees.

Processing Your Appeal

Your appeal will be decided by the next Appeals Committee meeting, that occurs at least 30 days following receipt of your appeal. If special circumstances require an extension of time for processing, the decision shall be made not later than the third meeting following receipt of your appeal. If an extension is required, you will be notified in writing before the extension of the special circumstances requiring the extension of time and the date as of which the decision will be made.

If the extension is due to your failure to submit the information necessary to decide the appeal, the decision on review will be made at the meeting that is at least 30 days after you respond. If you do not respond within 90 days, or longer in the discretion of the Fund, you will be notified that you have an additional 60 days to respond, after which your appeal will be decided whether or not you respond.

You or your Authorized Representative do not have the right to appear personally before the Appeals Committee, unless the Committee concludes that your presence would be of value in rendering its determination.

You will be notified by mail as soon as possible, but not more than 5 days, after the Appeals Committee makes its decision.

If your appeal is denied, in whole or in part, you will be notified in writing of the following:

- The specific reason(s) for the denial of the claim on appeal.
- The specific Plan provision(s) on which the denial on appeal is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- A statement of your right to bring an action under ERISA Section 502(a).

Failure To Follow Procedures

If the Fund fails to follow these claims and appeals procedures, and it does not correct the error without prejudice to you, you will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).

Plan Amendment And Termination

The Pension Plan shall remain in effect so long as there are employers who are obligated under any Collective Bargaining Agreements to make contributions. The Trustees reserve the right, consistent with the Collective Bargaining Agreements, to modify, amend, or terminate the Plan at any time. In case amendment or termination of the Plan is necessary, to the extent that Plan funds are available, Vested benefits of Participants will never be less than they were before the amendment or termination.

Plan Termination Insurance

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers usually in a common industry.

Under the multiemployer plan program the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's Years of Service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's Years of Service. For example, the maximum annual guarantee for a Retiree with 30 Years of Service would be $12,870. The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not Vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) nonpension benefits such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Fund Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026, or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension program is available through the PBGC's Web site on the Internet at http://www.pbgc.gov.

Your ERISA Rights

As a Participant in the Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan And Benefits

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and Union Local offices, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally, age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefit Administration). For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 1-866-444-EBSA (3272) or contact the EBSA field office nearest you. You may also find answers to your plan questions at the website of the EBSA at http://www.dol.gov/ebsa/.

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Participating Union Locals

UFCW Local 135

San Diego – 619-298-7772

UFCW Local 324

Buena Park – Main Office

800-244-8329 or 714-995-4601

Lake Forest – 949-587-9881

UFCW Local 770

Los Angeles – *Main Office*

213-487-7070 or 800-832-9770

Harbor City – 310-784-5340

Lancaster – 661-726-4656

UFCW Local 1036

Camarillo – *Main Office*

805-383-3322 or 805-383-3300

Arroyo Grande

805-481-5666 or 805-481-5661

Bakersfield

661-391-5773 or 661-391-5770

UFCW Local 1167

Bloomington – 909-877-1110

UFCW Local 1428

Claremont – 909-626-6800

UFCW Local 1442

El Segundo – 310-322-8329

Administrative Office Of The Fund

Address Of Fund Office

6425 Katella Avenue
Cypress, CA 90630-5238
714-220-2297 or 562-408-2715

Mailing Address

P.O. Box 6010
Cypress, CA 90630-0010