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Pension Plan

Summary Plan Description For Plan B-1

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

July 1, 2018

Aviso

Este folleto contiene un resumen en inglés de la descripción de sus beneficios con su Empleador y explica sus derechos y obligaciones como participante en estos planes. Si usted tiene dificultad en comprender cualquier parte de éste folleto, comuníquese con el administrador de planes, Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund, a la siguiente dirección, 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 llamar directamente a la oficina, al número de teléfono 714-220-2297, 562-408-2715, o al número gratuito 877-284-2320.

This Summary Plan Description applies to:

1. Pension benefits you earned for work for a Plan B Employer before October 4, 2004.
2. Pension benefits you earn on and after October 4, 2004, as a Plan B-1 Employee. If you have had a 120-Day Absence you probably are not in Plan B-1 after the 120-Day Absence. See page 23 for more information.

If you have not been continuously employed by a Plan B Employer during your entire working career or if an Employer does not employ you up until you retire, your benefits may be different than those described in this Summary Plan Description.

There are currently four classes of Participants who participate in the Pension Plan. This Summary Plan Description describes the benefits available to Plan B-1 Employees. This Summary Plan Description does not describe the benefits that are available to Plan B-2 Employees, Plan A-1 Employees, or Plan A-2 Employees. If you would like 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.

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

You are a Plan B-1 Employee and the benefits described in this SPD apply to you, if each of the following are true:

- You are currently working for a Plan B Employer, and
- You were an Employee of an Employer before the Ratification Date, and
- You have not had a 120-Day Absence (see page 23 for more information on 120-Day Absences).

If you are currently a Plan B-1 Employee you will cease to be a Plan B-1 Employee if you have a period of more than 120 consecutive days ending on or after the Ratification Date during which an Employer does not employ you. If you return to work after a 120-Day Absence, the benefits you earn upon your return will generally be under Plan B-2 (or Plan A-2, if you return to work for a Plan A Employer).

Plan B-1 Employers as of July 1, 2018 are:

Current Employers	Former Employers
Albertsons-Super Saver	Ace Sushi
Bridgford Foods Corp (Pension Only) Pada Sushi	Anna Marias Fresh Flowers
Ralphs-Food4Less	Beach Grocery
Rice Garden	Food4Less/Atascadero
Save Mart-Food Maxx	Food King
	Four Seasons
	Gibson & Cooke
	Gigante
	Haggen
	Max Food Stores
	Mega Foods
	Pantry Marketplace
	Pioneer Supermarkets
	Scolari's Warehouse Markets
	Smith's Food & Drug Store
	Tianguis
	Vons Pac-N-Save
	Vons Small Store
	Yucaipa Food Fair

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

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To All Plan B-1 Employees

The Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund was established April 1, 1957, because 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 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.

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 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.

Introduction

This Summary Plan Description provides a simplified explanation of the rules of the Pension Plan as of July 1, 2018. Generally, this Summary Plan Description applies to you if you were covered under Plan B before the Ratification Date and you have not had a 120-Day Absence (see page 23). Ratification Dates may vary depending on your Employer so please confirm the date for your Employer with the Fund Office. 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 January 1, 2018, 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. In any of these circumstances, you should contact the Fund Office for more information about your benefits.

If you have a period of more than 120 consecutive days ending on or after the Ratification Date during which an Employer does not employ you, you will cease to be a Plan B-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 page 23 for more information about the Ratification Date and benefits earned after a 120-Day Absence.

If you are a Separated Vested Participant or if you become a Separated Vested Participant before you retire, your benefits will be subject to different and, in some cases, less favorable rules. For more information about Separated Vested Participants and the rules applicable to Separated Vested Participants, please see page 21.

The Trustees maintain a principal Trust Fund Office (the Fund Office) and satellite offices in each of the Union Locals 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, 562-408-2715, or toll-free 877-284-2320.

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 has 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 are conclusive and binding as to all persons and for all purposes.

Capitalized terms used in this Summary Plan Description are explained in the Glossary of Terms found on page 33.

Highlights Of Plan Provisions For Plan B-1 Employees

Hired by an Employer Before October 4, 2004 or Ratification Date if later

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. The information provided in this Highlights section does not apply to Separated Vested Participants. For more information about Separated Vested Participants and the rules applicable to them, please see page 21.		Page
Normal Retirement		9
Age & Service Requirement:	Age 60 with 10 years of Vesting Credit; or Age 65 with at least 5 but fewer than 10 years of Vesting Credit. If you have fewer than 5 years of Vesting Credit, see page 7.	
Amount:	The monthly benefit earned is based on the Employers' contribution rate before and after April 1, 2004. Please refer to the description and tables starting on page 11.	
Rule of 85 Pension		9
Age and Service Requirement:	Age plus years of Benefit Credit total at least 85.	
Amount:	Accrued Normal Retirement Benefit.	
Early Retirement		9
Age Requirement:	At least age 50 (but younger than age 60).	
Service Requirement:	10 years of Vesting Credit.	
Amount:	Normal Retirement Benefit is reduced, so that the Early Retirement benefit is the Actuarial Equivalent of the Normal Retirement Benefit payable at age 60.	
Disability Retirement		10
Age Requirement:	Younger than age 60.	
Service Requirement:	20 years of Vesting Credit.	
Other Requirements:	• Eligible for a Social Security disability benefit. • Not eligible for a Normal Retirement 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 earned at least one hour of Covered Service.	
Amount:	84% of the amount you would receive with a Normal Retirement Benefit (but not less than the monthly amount of an Early Retirement Benefit commencing on the same date).	
Forms of Payment at Retirement		13
Single Life Annuity:	The Single Life Annuity provides a monthly pension benefit to you for your lifetime. No benefits are payable after your death.	
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.	
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.	

Hired by an Employer Before October 4, 2004 or Ratification Date if later (continued)

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. The information provided in this Highlights section does not apply to Separated Vested Participants. For more information about Separated Vested Participants and the rules applicable to them, please see page 21.		Page
Pre-Retirement Death Benefit to a Surviving Spouse		15
	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 15.	
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. A surviving Spouse of a Participant who dies before retirement will not be eligible for healthcare benefits under the Benefit Fund.	
Participation Rules		5
Participation:	Generally, if you were hired before October 4, 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 fewer 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 in the Plan 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 fewer than 1,800 Hours of Covered Service.	
Vesting Credit:	If you work at least 150 Hours of Service in a calendar year, you earn one year of Vesting Credit.	
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. If you have fewer than five Years of Vesting Credit at age 65, and you satisfy all other Plan requirements, you may begin receiving retirement benefits on your fifth anniversary of Participation in the Plan (with respect to service performed on or after April 1, 1988), provided you are still a Participant at that time.	

Hired by an Employer Before October 4, 2004 or Ratification Date if later (continued)

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. The information provided in this Highlights section does not apply to Separated Vested Participants. For more information about Separated Vested Participants and the rules applicable to them, please see page 21.		Page
Break in Service Rules		**8**
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. If 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

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 B, your future benefits will be less than if you had returned before having a 120-Day Absence. Please see page 23 for more information on benefits earned after a 120-Day Absence.

When You Become a Participant

You become a Participant automatically once you have 300 Hours of Service within two consecutive calendar years and you are at least age 20. Owners of unincorporated businesses may not participate in the Plan. Stockholders of incorporated businesses may be able to participate in certain cases.

Once you become a Participant, you are credited with all your Hours of Service and Hours of Covered 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 page 8 for a description of a One-Year Break in Service and Permanent Breaks in Service.

If you are hired or rehired by an Employer after a 120-Day Absence, these participation rules may not apply to you upon your return to Covered Employment.

How You Earn Credit Under the Plan

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 33.

How You Become Vested

Once you are Vested and you satisfy all other Plan requirements for a pension, including the filing of a retirement application, you will be entitled to receive a pension benefit at Normal Retirement Age, even if you leave employment that is covered by the Plan. If you are Vested and die before you retire, your Spouse may be entitled to a Pre-Retirement Death Benefit provided other requirements are satisfied. See page 15.

If you have at least one Hour of Service on or after April 1, 1999, you will be Vested when you have earned five Years of Vesting Credit.

If you do not have an Hour of Service on or after April 1, 1999, you are Vested if you have ten Years of Vesting Credit.

Once you are Vested, your accumulated Vesting and Benefit Credits cannot be lost even if you leave employment covered by the Plan.

Note: Some benefits under the Plan are available before Normal Retirement Age to Participants who satisfy specific eligibility requirements. For example, you may qualify for Normal Retirement benefits at age 60 and Early Retirement benefits as early as age 50, if you have at least 10 years of Vesting Credit and satisfy other requirements.

If you have fewer than five Years of Vesting Credit at age 65, and you satisfy all other Plan requirements, you may begin receiving retirement benefits on your fifth anniversary of Participation in the Plan (with respect to service performed on or after April 1, 1988), but only if you are still a Participant at that time.

Example — Benefit Credit

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

Example — Vesting Credit and Benefit Credit

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

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 fewer 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.

On page 6 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 fewer 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 fewer than 150 Hours of Covered Service.

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

On page 6, you can see examples of how you earn Benefit Credit.

Credit for Military Service

If you leave Covered Employment in order to perform military service, you may be entitled to Hours of Service and Hours of Covered Service (i.e. Vesting Credit and Benefit Credit) for your military service, if you meet the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Your entitlement to benefits for time spent in military service depends on your compliance with the requirements of USERRA, including the following:

- Your separation from military service must not be disqualifying under USERRA (a disqualifying discharge includes, for example, a dishonorable or bad conduct discharge).
- The total length of your absence from Covered Employment due to military service may not exceed five years.
- You must report or apply for re-employment following military service within the time allowed by law.

Length of Military Service	Reemployment Deadline
Fewer than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

Hours of Service granted for each 30 days of military service will be equal to the average monthly Hours of Service that you earned in the 12 months of Covered Service before entry into military service. If you were employed in Covered Service for fewer than 12 months prior to entry into the armed forces, then the Hours of Service to be credited for each 30-day period of such military service shall be equal to the average monthly Hours of Service you earned in the number of months you actually worked. Hours of Service for any portion of military service of less than 30 days will be prorated.

As the rules for crediting military service are complex, we recommend that you contact the Trust Fund Office before you leave and after you return from military service. If you think you may be eligible for credit for a period of military service, please provide the Trust Fund Office with accurate records of your service.

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.

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.

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.

For years before 1985, different rules apply to Permanent Breaks in Service and may affect the amount of Benefit Credit you have earned 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 below.

Example — Break in Service

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 2003, through 2006. Each year she worked at least 150 hours, she earned a Vesting Credit, for a total of four Years of Vesting Credit.

In 2007, 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 the employer who does not have a Collective Bargaining Agreement, by the end of 2011, she will have permanently lost 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 2011, 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.

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 150 Hours of Covered Service, unless you qualify for an Excused Absence as described in "One-Year Break in Service and Excused Absences" on page 8.

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

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.

In addition to the above, if you have had a Separation in Service or if you have a Separation in Service before you retire, you may be a Separated Vested Participant (or you may become a Separated Vested Participant). Separated Vested Participants are subject to a number of benefit restrictions and reductions. For more information about the consequences of becoming a Separated Vested Participants and a description of how you become a Separated Vested Participant, please see page 21.

An example of a Separation in Service is shown on page 22.

Reciprocity with Other Pension Plans

This Pension Fund has entered into reciprocal arrangements with certain other related UFCW plans to preserve 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. Please note that if you are a Separated Vested Participant, the retirement options described below may not be available to you, or the amount of retirement benefits under certain retirement options may be reduced. Please see page 21 for more information on benefits for Separated Vested Participants.

The Plan requires that you file an application prior to receipt of any benefits. In addition, you must terminate employment with your contributing Employer before your benefits can commence, and you must withdraw from and refrain from the type of employment described in the section "Suspendible Employment" beginning on page 18.

Normal Retirement

If you have earned at least ten Years of Vesting Credit and you satisfy all other Plan requirements, you may begin receiving the full monthly pension you have earned in the Plan on or after the first of the month following your 60th birthday. This benefit is called a Normal Retirement Benefit.

If you are Vested with at least five (but fewer 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 fewer than five Years of Vesting Credit at age 65, and you satisfy all other Plan requirements, you may begin receiving retirement benefits on your fifth anniversary of Participation in the Plan (with respect to service performed on or after April 1, 1988), provided you are still a Participant at that time.

Early Retirement

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

Rule of 85 Retirement

If you are not a Separated Vested Participant AND your age plus Benefit Credits are equal to or greater than 85, you may qualify for the Rule of 85 Retirement. The Rule of 85 Retirement pays the full amount you would receive with a Normal Retirement benefit; there is no reduction for early retirement.

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 earned 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 9 for a description of Separation in Service.

Separated Vested Participants are not eligible for a Rule of 85 Retirement. Please see page 22 for more information.

Disability Retirement

Effective December 1, 2012, 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 twenty Years of Vesting Credit, and
- You have not incurred a Separation in Service (see page 9) as of the calendar year before the calendar year in which your disability begins, unless subsequent to such Separation in Service and prior to the beginning to your disability you earn at least one Hour of Covered Services.

Prior to December 1, 2012, different rules applied to Disability Benefits. Please contact the Fund Office for more information.

The monthly Disability Retirement Benefit is 84% of the amount you would receive with a full Normal Retirement Benefit, based on your total years of Benefit Credit earned before your disability (the Disability Retirement Benefit will not be less than the amount you would receive with an Early Retirement Benefit commencing on the same date). 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 attain age 60, 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.

Disability Retirement Benefits will terminate at the end of the month in which your entitlement to Social Security Disability Benefits terminates unless you have reached the age at which you are eligible for Normal Retirement Benefits. See page 9.

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 benefits 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 (i.e., the first date for which Social Security Disability benefits are payable) 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.

Required Distributions

The Plan requires that you begin collecting your retirement benefits starting no later than your Required Beginning Date, which is 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 the number of Years of Benefit Credit, you have earned and on the hourly contribution rate at which your Employer makes contributions to the Plan on your behalf, and is also dependent upon when your Benefit Credit was earned.

Normal Retirement Benefit for Benefit Credit Earned Prior to April 1, 2004

The chart below shows the monthly amount of a Normal Retirement benefit earned for each year of Benefit Credit you earned prior to April 1, 2004, based on your Employer's Contribution rate in effect on March 31, 2004, (or on the date of a prior Separation in Service). For example, if your Employer's hourly contribution rate on March 31, 2004, was $0.60 per hour, your accrual rate would be $35.35 for each of the first 10 years of Benefit Credit and $46.99 for each additional year of Benefit Credit you earned before April 1, 2004.

If you had a Separation in Service before March 31, 2004, the accrual rate for service before the Separation would be based on your Employer's contribution rate in effect at the time of your Separation in Service. In addition, if you retired or had a Separation in Service before October 1, 1995, different accrual rates would be in effect for the Benefit Credit you earned before the retirement or other Separation in Service.

Employer's Contribution Rate on March 31, 2004, (or date of a prior Separation in Service)	Retirement Benefit for each of the first 10 Years of Benefit Credit	Retirement Benefit for Each Year of Benefit Credit Over 10 Years
$0.25	$14.73	$19.58
$0.50	$29.46	$39.16
$0.55	$32.41	$43.08
$0.60	$35.35	$46.99

Normal Retirement Benefit for Benefit Credit Earned After March 31, 2004

The chart below shows the monthly amount of a Normal Retirement benefit for each year of Benefit Credit you earn after March 31, 2004, based on your Employer's hourly contribution rate in effect on March 31, 2004. For example, if your Employer's hourly contribution rate on March 31, 2004, was $0.60, your Normal Retirement benefit would be $22.99 for each year of Benefit Credit that is one of your first 10 years of Benefit Credit and $30.54 for each additional year of Benefit Credit.

Employer's Contribution Rate on March 31, 2004	Retirement Benefit for each of the first 10 Years of Benefit Credit	Retirement Benefit for Each Year of Benefit Credit Over 10 Years
$0.25	$9.58	$12.73
$0.50	$19.16	$25.45
$0.55	$21.08	$28.00
$0.60*	$22.99	$30.54

** Top contribution rate of $.60 was reduced to $.45 effective July 1, 2007. Accrual rates were not affected.*

The example on page 12 shows how Normal Retirement Benefits are calculated, based on an Employer contribution rate of $0.60 per hour.

The Plan requires that you begin to collect your retirement benefits starting no later than your Required Beginning Date (April 1 of the year following the year in which you reach age 70½) even if you are still working at that time. 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.

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 generally be based on all of your service up to your actual date of retirement. This may not apply if you work fewer than 40 hours a month for an Employer. Contact the Fund Office for additional information.

Example — Normal Retirement Benefit — credit earned before and after April 1, 2004

Carlos has a total of 28 continuous years of Benefit Credit when he retires at age 60 in 2014, with 18 years earned before April 1, 2004, and 10 years earned on and after April 1, 2004. His Employer's hourly contribution rate was $0.60 per hour on March 31, 2004.

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

	$35.35 x 10 Years of Benefit Credit (earned before April 1, 2004)	$353.50
Plus:	$46.99 x 8 Years of Benefit Credit (earned before April 1, 2004)	$375.92
Plus:	$30.54 x 10 Years of Benefit Credit (earned on or after April 1, 2004)	$305.40
Equals:	Total Monthly Normal Retirement Benefit Payable at Age 60	**$1,034.82**

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

Early Retirement Benefit Factors for B-1 Employees		
	Non-Separated Vested Participants	Separated Vested Participants
Age	Actuarial equivalent for age below 60	Actuarial equivalent for age below 65
50	40.80%	24.20%
52	48.24%	28.61%
55	62.62%	37.14%
58	82.46%	48.91%
60	100%	59.31%
65	100%	100%

NOTE: To determine the amount of an Early Retirement benefit, multiply the Normal Retirement amount by the Early Retirement benefit factor for the age at Early Retirement.

Example — Early Retirement Reduction for Plan B-1 Employee

Jim's Normal Retirement benefit earned through December 31, 2017, is $1,000.00 per month. Jim, a Plan B-1 Employee, who is not a Separated Vested Participant, retires at age 55 on January 1, 2018. He is not eligible for a Rule of 85 Retirement. Jim's early retirement benefit is $626.20 ($1,000 x 62.62%).

Early Retirement Benefit

If you retire early and do not qualify for the Rule of 85 Retirement, your monthly benefit will be less than it would be if you retired with a Normal Retirement Benefit. The amount of your monthly pension benefit is reduced because your pension is expected to be paid over a longer period of time. With an Early Retirement Benefit, your benefit is reduced from age 60 based on full actuarial equivalencies set forth in the Plan, unless you are a Separated Vested Participant. If you are a Separated Vested Participant, your benefit is actuarially reduced from age 65. See page 21 for additional information about Separated Vested Participants and the benefit differences applicable to Separated Vested Participants.

Upon request, the Fund Office will provide you with the actuarial assumptions used to determine the amount of your Early Retirement Benefit.

The following chart shows the percentage of a Normal Retirement Benefit that you would receive if your Early Retirement Benefit commences at a sampling of different ages.

Rule of 85 Retirement

If you qualify for the Rule of 85 (see page 9), your monthly benefit will be calculated the same as if you had retired with a Normal Retirement Benefit at age 60. Separated Vested Participants are not eligible for the Rule of 85.

Disability Retirement Amount

The monthly Disability Retirement Benefit is 84% of the amount you would receive with a Normal Retirement Benefit, based on your total Years of Benefit Credit earned before you became disabled. In no case will it be less than the monthly amount you would receive with an Early Retirement Benefit commencing on the same date. Disability Retirement Benefits are payable only for months in which you receive Social Security Disability Benefits.

Prior to December 1, 2012, the Disability Retirement benefit was calculated the same as the Normal Retirement Benefit with no reduction for age.

Payment Options

When you retire, you will have at least 30 days to decide on the payment form in which you want to receive your pension benefit.

If you are married, you and your Spouse will be able to select one of the benefit payment options described below. If you are not married, your pension can be paid only as a Single Life Annuity.

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 benefit 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.

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 50% of the payment amount you were receiving will automatically continue to your surviving Spouse (to whom you were married at the time of retirement), if your marriage lasted 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 (in years and months) 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 50% Joint & Survivor Annuity.

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

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 (to whom you were married at the time of your retirement) for his or her life, provided that your marriage lasted 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 (in years and months) 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.

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

Sample Factors for 50% and 75% Joint & Survivor Annuity

Factors used in actual calculations will be based on the ages of you and your Spouse. The following table illustrates these factors at a few select whole ages.

Your Age	Your Spouse's Age	50% J&S Factor	75% J&S Factor
50	50	.935	.906
55	55	.919	.884
60	58	.894	.848
60	60	.900	.858
60	62	.907	.867
65	65	.879	.829

Example — 50% Joint & Survivor Annuity

Kathy retires at age 65. Her earned pension payable as a Single Life Annuity is $1,000 per month. Since Kathy is married, she elects a 50% Joint & Survivor Annuity, so that a survivor pension will continue to her husband, age 65, if she should die before he does.

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

- While both Kathy and her husband are alive, Kathy will receive $879.00 per month ($1000.00 earned benefit x .879 adjustment factor for 50% J&S).
- If Kathy dies first, her husband will receive $439.50 per month for the rest of his lifetime (50% of $879.00).
- If her husband dies first, Kathy's benefit will increase to $1,000.00 per month for the rest of her lifetime.

If Kathy and her husband elect the Single Life Annuity, Kathy would receive $1,000.00 per month for the rest of her lifetime, with nothing payable to her husband after her death.

Example — 75% Joint & Survivor Annuity

Instead of electing the 50% Joint & Survivor Annuity, Kathy elects the 75% Joint & Survivor Annuity. With the 75% Joint & Survivor Annuity, the following benefits would be payable:

- While both Kathy and her husband are alive, Kathy will receive $829.00 per month ($1000.00 earned benefit x .829 adjustment factor for 75% J&S).
- If Kathy dies first, her husband will receive $621.75 per month for the rest of his lifetime (75% of $829.00).
- If her husband should die first, Kathy's benefit will increase to $1,000.00 per month for the rest of her lifetime.

If Kathy and her husband elect the Single Life Annuity, Kathy would receive $1,000.00 per month for the rest of her lifetime, with nothing payable to her husband after her death.

Additional Rules Applicable to the 50% and 75% Joint and Survivor Annuity

- You and your Spouse must be married when you retire and your marriage must have lasted for at least twelve months prior to your death in order for your Spouse to be eligible for survivor benefits under the Joint & Survivor Annuity form of benefit.
- The 50% and 75% Joint & Survivor Annuity protects only the Spouse to whom you are legally married when pension benefits began. If you divorce your Spouse after you retire, the amount of your monthly pension benefit will not change. Your former Spouse will remain entitled to survivor benefits after your death if your marriage to your former Spouse lasted for at least twelve months. If you later remarry, your new Spouse will not be entitled to any surviving Spouse benefits.
- If your marriage is legally terminated before you retire, neither you nor your former Spouse qualify for a Joint & Survivor Annuity, unless required by a Qualified Domestic Relations Order (for more information, see Divorces, Separations, and QDROs on page 15).
- After your death, payments to your surviving Spouse continue for his or her lifetime; they do not stop even if he or she remarries.
- If your Spouse dies before you, the amount of your monthly pension benefit is thereafter increased to the amount you would have received with a Single Life Annuity form of payment.
- If you elect the Joint & Survivor Annuity, you must provide the Fund Office with proof of your Spouse's birth date and a copy of your marriage certificate.

Lump Sum

If, at the time of your retirement, the actuarial present value of your pension benefit is $5,000 or less, you will receive your pension benefit in the form of a lump sum payment, and you will not be entitled to elect a monthly annuity. The lump sum form of payment is not available if the actuarial present value of your pension is more than $5,000.

Pre-Retirement Death Benefit to Surviving Spouse

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 benefits. Your Spouse must complete a Retirement Application and provide the Fund Office with certified marriage and birth certificates. Benefits to a surviving Spouse must begin no later than the last day of the year in which the Participant would have attained age 70½ had the Participant lived or, if later, the last day of the calendar year following the year in which the Participant died.

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.

Effective January 1, 2007, if you die while performing qualified military service, as defined by applicable federal law, your beneficiaries are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if you had resumed employment with an Employer on the date immediately preceding your death, and terminated employment on the date of your death.

When Pension Benefits to a Surviving Spouse Begin

Pension benefits 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 benefits 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 benefits to your surviving Spouse will begin on the first of the month 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 fewer than ten) and you have at least one Hour of Service on or after April 1, 1999, pension benefits to your surviving Spouse will begin on the first of the month following the date you would have attained age 65.
- If you die after reaching age 65 and you are Vested, pension benefits to your surviving Spouse will start on the first of the month 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 may 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.

Divorces, Separations and QDROs

If you are divorced or separated, the Plan may pay a portion of your pension to your former Spouse, or child, or dependent (Alternate Payee), but only if it is ordered to do so by a Qualified Domestic Relations Order (QDRO). It is up to either party to a divorce to prepare a QDRO. The Fund Office will notify you and the Alternate Payee if it receives a court order requiring payment to an Alternate Payee. If the Plan determines that the court order is a QDRO, the Plan will make payments in accordance with the QDRO, the Pension Plan 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

Retirement Application forms may be requested from either the Fund Office or your Union Local. To begin collecting retirement benefits, you must file a Retirement Application at 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 benefits will not begin until after you file a Retirement Application.

When Pension Benefits Begin

Your Annuity Starting Date is the effective date of your pension benefits. Your retirement will generally be effective the later of:

- The first of the month in which you actually terminate employment with your Employer unless the hours you worked in that month would cause a suspension of benefits.
- The first of the month after the date your written Retirement Application is filed in the Fund Office, or
- The date you specify in your Retirement Application, as long as it is no more than 180 days from the date you receive the Plan's explanation of benefit options.

Disability pensions are generally payable retroactive to the date when Social Security Disability benefits are first payable.

Your pension benefit must commence no later than your Required Beginning Date. Your Required Beginning Date is the April 1 of the calendar year following the year in which you attain age 70½. The requirement to terminate your employment from an Employer does not apply after this date. If you have not begun collecting your retirement benefits by your Required Beginning Date, you may be subject to adverse tax consequences.

Withholding Taxes from Pension Benefits

Although you are subject to income tax on your monthly pension benefits, the Plan is not generally required to withhold tax on those monthly payments. However, you may choose to have the Plan withhold tax on your pension payments to offset your tax liability when you file your income tax return. In the event you do not submit a tax withholding form, you are treated as married with three withholding allowances for purposes of the distribution. You may want to consult with a financial and/or tax advisor if you have questions about whether to have taxes withheld.

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. You should file the forms with the Fund Office 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.

If benefits are paid in a lump sum, federal law requires that the plan withhold 20% for federal income taxes, unless you elect to rollover the lump sum to another eligible tax-qualified account, such as an Individual Retirement Account (IRA). The plan does not issue benefits in the form of a lump sum unless the actuarial value of the benefits is $5,000 or less.

Pension Benefit Verification

Once a year, you will be required to complete a Pension Benefit 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.

Working After Retirement or After Age 65 — Suspension of Benefits

If you are a retiree or you work past age 65 without retiring, your pension may be forfeited or reduced during any period when you work in "Suspendible Employment." Suspendible Employment is when you work in Southern California in the same industry covered by the Plan and in the same trade or craft as the work you performed in Covered Employment for more than the allowable hours described below. 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. See page 18 for additional information about Suspendible Employment.

If you are a retiree, your pension, or a part of your pension, will be suspended or reduced one month for each month that you work in Suspendible Employment for more than the allowable hours. This means that you will not receive a pension benefit (or part of a pension benefit, if applicable) for any month that your pension is suspended.

If you continue working after Normal Retirement Age without retiring, your pension benefit, or a part of your pension benefit, will be suspended for each month you work in Suspendible Employment for more than the allowable hours. This means that you will permanently forfeit (not receive) the pension benefits (or a part of the pension benefits) that you could have received if you had retired, and you will permanently lose the value of those benefits.

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 a 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.

Suspension 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 younger 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 fewer than 40 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.

Example — Suspension of Benefits

Assume you retire in 2014, with 22 Years of Benefit Credit and a monthly pension of $752.88. You had 10 Years of Benefit Credit before April 1, 2002, and 12 Years of Benefit Credit after March 31, 2002. For the first 10 Years of Benefit Credit, your monthly pension is $353.50. For the 12 Years of Benefit Credit earned after March 31, 2002, your pension is $399.38. Your Employer's contribution rate on March 31, 2004, was $.60.

- If you work in Suspendible Employment for more than 80 hours in a calendar month with four weekly Payroll Periods or 100 hours in a calendar month with five weekly Payroll Periods, your full pension benefit of $752.88 will be suspended for one month.
- If you work more than 40 hours (but fewer than 80 hours) in a calendar month with four weekly Payroll Periods or more than 50 hours (but fewer 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 12 Years of Benefit Credit earned after March 31, 2002, or $399.38, will be suspended for one month. You will still receive a pension benefit of $353.50 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 12 Years of Benefit Credit earned after March 31, 2002, or $399.38 will be suspended for one month. If you work fewer than 80 or 100 hours (whichever is applicable), you will still receive a pension benefit of $353.50 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 $752.88 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 12 Years of Benefit Credit earned after March 31, 2002, or $399.38, will be suspended for one month if you work more than 40 hours. If you work more than 40 hours but fewer than 80 or 100 hours (whichever is applicable), you will still receive a pension benefit of $353.50 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 $752.88 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 8, 135, 324, 770, 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 benefit 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 benefits that should have been suspended will be recovered by reducing your future pension benefits.

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

How to Determine Whether Your Work After Retirement or After Normal Retirement Age is Suspendible Employment

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.

If Your Pension Benefits Are Suspended or Reduced

If you work in Suspendible Employment for more than the allowable hours, the Fund Office will notify you in writing of the suspension or reduction of your pension benefits, 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 benefits 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 benefits. Your request for a review will be considered in accordance with the Claims and Appeals Procedures on page 25.

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

Suspension of Health and Welfare Benefits

If you are a Retiree and work in Suspendible Employment for an employer that does not have a Collective Bargaining Agreement, you will lose one month of coverage under the Fund's Retiree Health and Welfare Plan 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 and Welfare 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 Ineligibility, Disqualification, Denial, or the Loss or Reduction of Your Benefits

Under certain conditions, you could lose benefits under the Pension Plan or your benefits under the Plan can be reduced. In addition, if you change Employers or have an absence from Covered Employment, your future benefits may be reduced or may be earned under a different (and, in some cases, less beneficial) plan. This section describes the various circumstances that could result in a loss or reduction of benefits.

If you leave Covered Employment before becoming Vested, you may lose any Vesting Credits and Benefit Credits that you have previously earned if you suffer a Permanent Break in Service. In addition, you will cease to be a Participant if you suffer a One-Year Break in Service. For more information, please refer to the section, "How You Can Lose Your Credits" on page 8. Call the Fund Office to determine whether you are Vested in your retirement benefits.

If you have a Separation in Service, before or after becoming Vested, the benefits you earned before the Separation will be frozen at the level in effect when you suffered the Separation in Service. For more information, please refer to the section on "Separation in Service" on page 9.

If you have a Separation in Service after December 31, 2011, and before you retire, you will be a Separated Vested Participant. **If you had a Separation in Service before December 31, 2011**, you are a Separated Vested Participant, unless you resumed Covered Employment after your last Separation of Service and, thereafter, earned at least 150 Hours of Service in a calendar year before January 1, 2012. Separated Vested Participants are subject to reduced benefits, particularly with respect to benefits that start before normal retirement age (generally age 65). In addition, Separated Vested Participants are not eligible for certain benefit payment options. For more information about the consequences of being a Separated Vested Participant, please see the section on "Separated Vested Participants" beginning on page 21 of this Summary Plan Description.

If you leave Covered Employment before or after becoming Vested, and you later return to Covered Employment after an absence of more than 120 days, you will have a 120-Day Absence. If you have a 120-Day Absence, but you have not become a Separated Vested Participant, any benefits you earn after the 120-Day Absence will be lower and subject to less favorable rules than you would have had without such an interruption in your employment. See page 23 for more information.

If you change Employers, or if your Employer transfers you from a Plan B store to a Plan A store, the benefits you earn after the change may be less than what you are earning now under Plan B-1, even if you do not have a 120-Day Absence. Changing Employers or transferring to a Plan A store with the same Employer will affect your benefits. Please contact the Fund Office to get more information about how your pension benefit will be affected by changing Employers or transferring to a different store with the same Employer.

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 (or otherwise reach Normal Retirement Age) without retiring, or
- You otherwise qualify for a Normal Retirement benefit without retiring.

Please refer to the section "Working After Retirement or After Age 65" on page 16 for a description of the Plan's suspension of pension benefits rules.

If you meet the eligibility criteria to retire with full Normal Retirement Benefit (either with a Rule of 85 or with a Normal Retirement at age 60) before you reach age 65, but you do not retire at that time, you will not receive pension benefits that you could have received if you had retired. Specifically, you will not receive pension benefits for the period between the earliest date you could have retired with a Normal Retirement Benefit and the date you reach Normal Retirement Age (or, if earlier, the date you retire), though you may earn additional benefits. (In addition, if you are still working at age 65, the Plan's Suspension of Benefits rules may cause you to lose pension benefits after age 65. See page 16 for more information about Suspension of Benefits).

A Participant who retired under a Disability Retirement will no longer be entitled to a Disability Pension if he or she loses entitlement to Social Security Disability Benefits.

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 possible, for the Plan to be required to reduce a Participant's benefits to comply with Section 415.

Pension benefits 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 benefits. (For rules on Disability Retirements, please refer to page 10, Disability Retirement, for details.)

Separated Vested Participants

This section describes the benefit reductions that are applicable to Separated Vested Participants (also known as Inactive Vested Participants). If you are a Separated Vested Participant, or if you become a Separated Vested Participant before you retire, the reductions described in this section will apply to all of the pension benefits that you have earned under this Plan.

You should read this section carefully, so that you understand the reductions that will apply to your pension if you are a Separated Vested Participant or if you become a Separated Vested Participant before you retire.

Becoming a Separated Vested Participant

You are a Separated Vested Participant (or you will become a Separated Vested Participant) if either of the following apply to you:

1. You incur a Separation in Service (before or after becoming vested) on or after December 31, 2011, and before retirement.
2. You have a Separation in Service (before or after becoming Vested) before January 1, 2011, and you did not resume Covered Employment and complete at least 150 Hours of Service in a calendar year that is both:
    - after your most recent Separation in Service occurring on or before January 1, 2011, (before or after becoming Vested) on or after December 31, 2011, and before retirement, and
    - before January 1, 2012.

For purposes of determining whether you are a Separated Vested Participant, a Separation in Service occurs at the end of the second consecutive calendar year in which you fail to work at least 150 Hours of Covered Service in each of the two calendar years, unless you qualify for an excused absence.

If you need help determining whether you are a Separated Vested Participant, please contact the Fund Office.

Reduced Benefits for Separated Vested Participants

The benefit changes described below apply to Participants who are Separated Vested Participants. If you are a Separated Vested Participant these reductions will apply even if you return to work for a contributing Employer and later retire from active status. If you are a Separated Vested Participant these changes/benefit reductions will apply to all your years of Benefit Credit. However, if your retired and were receiving a pension benefit prior to January 1, 2012, you will not be considered a Separated Vested Participant with respect to Benefit Credits earned before that date.

Normal Retirement

Separated Vested Participants are not eligible for a Normal Retirement benefit until Normal Retirement Age (generally age 65). Benefits payable before age 65 will be paid as an actuarially reduced Early Retirement benefit. (Plan B-1 Participants who are not Separated Vested Participants and who have at least 10 Years of Vesting Credit are eligible for Normal Retirement benefits at age 60).

Different rules may apply to Benefit Credit earned before July 1, 1990. Please contact the Fund Office for more information.

Early Retirement

Early Retirement Benefits for Benefit Credit earned after June 30, 1990, will be actuarially reduced from Normal Retirement Age (age 65). This means that the amount of an Early Retirement Benefit will be significantly less if you are a Separated Vested Participant. (Different rules apply to Benefit Credit earned prior to July 1, 1990).

The chart below shows a sampling of adjustment factors for Early Retirement benefits for Plan B-1 Participants who are not Separated Vested Participants and for Participants who are Separated Vested Participants (or who become Separated Vested Participants before retirement). It also shows adjustment factors for benefits earned after a 120-Day Absence (120-Day Absences are discussed in more detail immediately following this Section of the SPD).

In addition to the chart, the Separated Vested Participant Example below provides an illustration of the effect on Early Retirement Benefits of becoming a Separated Vested Participant.

Plan B-1			
	Active Vested Participants For Benefit Credit earned after June 30, 1990	**Separated Vested Participants** For Benefit Credit earned after June 30, 1990	**Benefit Credit earned after** 120-Day Absence (under Plan A-2 or B-2)
	Formula		
Age	**Actuarial equivalent reduction for ages below 60**	**Actuarial equivalent reduction for ages below 65**	**Actuarial equivalent reduction for ages below 65**
50	40.80%	24.20%	N/A
55	62.62%	37.14%	37.14%
60	100.00%	59.31%	59.31%
65	100.00%	100.00%	100.00%

NOTE: To determine the amount of an Early Retirement benefit, multiply the Normal Retirement amount by the Early Retirement benefit factor for the age at Early Retirement.

Upon request, the Fund Office will provide you with the adjustment factor used to determine you Early Retirement Benefit.

Rule of 85 Retirement

Participants who are Separated Vested Participants, or who become Separated Vested Participants at any time after January 1, 2012, will not be eligible for a Rule of 85 Retirement.

Example — Separated Vested Participant

On January 10, 2011, at age 37, after 17 years of work for Employers, Li Shan left his job as a Food Clerk to work as a carpenter. Li Shan's monthly Normal Retirement Benefit for the Benefit Credit he earned through January 2011, is $500.00. Li Shan did not earn 150 Hours of Covered Service in either 2011, or 2012. A Separation in Service occurred on December 31, 2012.

When he applies to the Pension Fund in 2029 for Early Retirement Benefits at age 55, his monthly pension benefit will be calculated based on the accrual rates in effect on December 31, 2012, when he had a Separation in Service, and on the rules for Separated Vested Participants.

Therefore, his Early Retirement Benefit will be actuarially reduced from age 65 and will be 37.14% of the amount he would receive with a Normal Retirement benefit. Thus, Li Shan's monthly Early Retirement Benefit at age 55 will be $185.70 ($500.00 x 37.14%), if paid in the form of a Single Life Annuity, and he would have to wait until age 65 to receive a $500.00 per month Normal Retirement Benefit.

If Li Shan was not a Separated Vested Participant, his Early Retirement at age 55 would have been actuarially reduced from age 60 and would be $313.10 per month ($500.00 x 62.62%). If Li Shan did not leave Covered Employment (and did not become a Separated Vested Participant) he would be eligible for a Normal Retirement Benefit at age 60 instead of age 65.

Important — Transferring Between Plans A & B

From Plan A to Plan B

If you transfer from coverage under Plan A-1 to Plan B after March 1, 2004, without having a 120-Day Absence, your future benefits will be earned under Plan B-1.

From Plan B to Plan A

If you transfer from coverage under Plan B-1 to Plan A after the Ratification Date (October 4, 2004, or later depending on your Employer's contract with the union) your future benefits will be earned under Plan A-2 even if you do not have a 120-Day Absence.

The rules applicable to participants who move between plans and Employers can be complex. Please contact the Fund Office to get more information about how your pension benefit will be affected by changing Employers or transferring to a different store with the same Employer.

Reduced Benefits Earned After a 120-Day Absence from Employment

What is a 120-Day Absence?

The term "120-Day Absence" refers to a period of more than 120 consecutive days ending on or after the Ratification Date (generally, October 4, 2004, but could be later depending on your Employer's contract with the Union) during which an Employer does not employ you. (Your employment does not terminate while you are on layoff.)

If your employment terminates and you do not return to work for an Employer until after an absence of more than 120 consecutive days, on or after the Ratification Date, you will have a 120-Day Absence.

If you have a 120-Day Absence, you will not be a Plan B-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 will generally be earned under Plan B-2 (or Plan A-2, if you return to work for a Plan A Employer), and will generally be lower and subject to less favorable Plan rules than the benefits you earned as a Plan B-1 Employee.

If you are a Separated Vested Participant, or if you become a Separated Vested Participant before you retire, this section of the SPD will not apply to you, as the benefits you earned before and after the 120-Day Absence will be determined under the rules for Separated Vested Participants.

If your employment terminates and you return to work for a Plan B Employer before having a 120-Day Absence, you will continue to earn benefits under Plan B-1 as described earlier in this Summary Plan Description (If you return to work for a Plan A Employer, you will be in Plan A-2 and your benefits will be different, and possibly lower, than in Plan B-1. Please contact the Fund Office to get specific information for your situation). Your employment does not terminate while you are on layoff. Therefore, if you return to work for a Plan B Employer within 120 days after your layoff ends, you will continue to earn benefits as a Plan B-1 Employee.

Eligibility for Normal Retirement After 120-Day Absence

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

If you have fewer 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.

Amount of Normal Retirement Benefit After 120-Day Absence

As a New Hire, the amount of your Normal Retirement Benefit that is based on your Years of Benefit Credit earned after your 120-Day Absence will depend on whether you are employed by a Plan A Employer or a Plan B Employer.

Plan A-2

If you are employed by a Plan A Employer your benefits after the 120-Day Absence will be earned under Plan A-2. Please contact the Fund Office for information about benefits earned under Plan A-2.

Plan B-2

If you are employed by a Plan B Employer after your 120-Day Absence, your benefits earned after the 120-Day Absence will be earned under Plan B-2.

Early Retirement After 120-Day Absence

If you are Vested and you satisfy all other Plan requirements, you can begin receiving Early Retirement Benefits, for Benefit Credit earned after your 120-Day Absence, beginning on the first of the month following your 55th birthday. However, these benefits will be actuarially reduced from your Normal Retirement Age, which is age 65.

For more information about the Early Retirement reductions applicable to benefits earned after a 120-Day Absence, see the discussion about Early Retirement for Separated Vested Participants (and the example). The early retirement reduction factors applicable to benefits you earn after a 120-Day Absence are the same as the Early Retirement reduction factors applicable to a Separated Vested Participant, except that benefits earned after a 120-Day Absence cannot commence until age 55.

Rule of 85 After 120-Day Absence

The Rule of 85 will not apply to any benefits you earn 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 cannot be counted to determine the amount of your Rule of 85 benefit. Benefit Credit you earned after a 120-Day Absence will be payable as an Early or Normal Retirement.

Example — Rule of 85 Applied After 120-Day Absence

Jaime is age 55 and has earned a total of 31 years of Benefit Credit at the time he applies to retire in 2017. His employer's contribution rate on March 31, 2004, is $0.60 (See Section titled "How Your Pension Benefit is Calculated" on page 11 to determine the applicable benefit level that corresponds to your employer's contribution rate).

Jaime earned 20 years of Benefit Credit under Plan B-1, and, after having a 120-Day Absence, he earned 11 additional years of Benefit Credit under Plan B-2. Because Jaime's age plus Benefit Credits equal 86 (55+20+ 11), he is eligible for a Rule of 85 Retirement. However, the amount of Jaime's Rule of 85 Retirement will be determined using only the 20 years of Benefit Credit he earned under Plan B-1. For Jaime's remaining 11 years of Benefit Credit that were earned after the 120-Day Absence, Jaime can take an Early Retirement Benefit (which will be actuarially reduced for his age at commencement) or he can choose to wait until age 65 to get a full Normal Retirement Benefit for those 11 years of Benefit Credit.

If Jaime chooses to receive retirement benefits for all his 31 years of Benefit Credit beginning at age 55, his monthly pension benefit will be $914.68, which consists of the $790.05 he receives for his 20 years of Benefit Credit payable under the Rule of 85 Retirement and $124.63 which is the Early Retirement benefit he will receive for his 11 years of Benefit Credit earned after the 120 Day Absence.

Rule of 85 Retirement benefit (20 Years of Benefit Credit)

	$35.35 x 10 Years of Benefit Credit (earned before April 1, 2004)	$353.50
Plus:	$46.99 x 8 Years of Benefit Credit (earned before April 1, 2004)	$375.92
Plus:	$30.54 x 2 Years of Benefit Credit (earned on or after April 1, 2004)	$61.08
Equals:	Total Rule of 85 Retirement Benefit Payable at age 55	**$790.50**

Early Retirement Benefit (11 Years of Benefit Credit)

	$30.54 x 11 Years of Benefit Credit (earned on or after April 1, 2004)	$335.94
Equals:	Total Monthly Normal Retirement Benefit Payable at Age 65	$335.94
Times:	Percentage of Benefits Payable at age 55	x 37.14%
Equals:	Total Monthly Early Retirement Benefit Payable at age 55	**$124.77**

Total Retirement Benefit Payable at Age 55 (Rule of 85 & Early Retirement)

	Total Rule of 85 Retirement Benefit Payable at age 55	$790.50
Plus:	Total Monthly Early Retirement Benefit Payable at age 55	$124.77
Equals:	Total Monthly Retirement Benefit Payable at age 55	**$915.27**

If at age 55 Jaime chooses to receive retirement benefits only for the 20 years of Benefit Credit he earned before the 120-Day Absence, and he decides to wait to receive retirement benefits for his other 11 years of Benefit Credit earned after the 120-Day Absence, his monthly Rule of 85 Retirement Benefit payable beginning at age 55 will be $790.50.

If Jaime waits until age 65 to receive retirement benefits for the 11 years of Benefit Credit he earned after the 120-Day Absence, his pension benefit at age 65 will increase to $1,126.44. This amount is determined by adding his Normal Retirement Benefit for the 11 years of Benefit Credit earned after his 120-Day Absence ($335.94) to his Rule of 85 Benefit payable at age 65 ($790.50).

Disability Retirement After 120-Day Absence

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 10 still apply to you. For more details, please contact the Fund Office.

The amount of a monthly Disability Retirement Benefit is determined as described on page 12.

Pre-Retirement Death Benefits After 120-Day Absence

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 following your date of death.

Benefits earned after a 120-Day Absence are described more fully in the summary plan description for Plan B-2 Employees (and 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 or B-2 Employees, contact 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. The filing of your retirement application constitutes filing a claim for benefits. 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 or your appeal. 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 and after exhausting all remedies under the Plan.

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

The Appeals Committee will decide on your appeal at the meeting that occurs at least 30 days following receipt of your appeal. If special circumstances require an extension of time for processing, the decision will be made no 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) after exhausting all remedies under the Plan.

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 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 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 $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. 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) non-pension 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 pbgc.gov.

Trustees' Authority

Under the Trust Agreement creating the Pension Trust Fund and the terms of the Pension Plan document, the Trustees, or persons acting for them, have sole authority to make final determinations regarding any application for benefits. The Trustees also have sole authority over the interpretation of the Pension Plan, the Trust Agreement, and any administrative rules adopted by the Trustees. The Trustees have been given broad discretion and their decisions in such matters are final and binding on all persons dealing with the Pension Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be accorded judicial deference and be upheld, unless it is determined to be arbitrary or capricious.

Except as limited by federal law, the Trustees have the authority to increase, decrease, or change benefits, eligibility rules, or other provisions of the Pension Plan as they may determine in their discretion.

Only the Board of Trustees is authorized to speak for or make commitments on behalf of the Plan. No other person or party is authorized to speak for the Plan.

The Pension Plan is maintained for the exclusive benefit of the Plan's Participants and their Beneficiaries.

Benefits May Not Be Assigned

The benefits under the Plan are your own. This means that you cannot assign or transfer them to someone else, and they are generally exempt from execution, attachment, garnishment, pledge, or bankruptcy (subject to state laws) and all claims for alimony. However, the Fund will honor a Qualified Domestic Relations Order, certain judgments and settlements described in Code Section 401(a)(13)(C) or Treasury Regulations §1.401(a)-13, and any other judgment or levy that the Fund is required by law to honor.

Plan Participation Not a Guarantee of Employment

Your participation in the Plan is not a guarantee of future employment.

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. This Plan is a collectively bargained, jointly-Trusteed labor-management trust.

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 and Plan Administrator

The Board of Trustees of the Southern California United Food & Commercial Workers Unions and Food Employers Joint Pension Trust Fund is the Plan Administrator and Plan Sponsor. The Board of Trustees administers the Plan with the assistance of a Fund Administrator. The Fund also employs other personnel, including consultants, actuaries, attorneys, accountants, etc. All Plan benefits are provided directly from the Fund. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan Participants and Beneficiaries in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

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, 562-408-2715 or toll-free 877-284-2320

Employer Identification Number

95-1939092, Plan No. 001

Names and Addresses of Members of the Board of Trustees

Union Trustees	Employer Trustees
Greg M. Conger UFCW Local 324 8530 Stanton Ave. Buena Park, CA 90620	Brent R. Bohn Albertsons, Inc. 1421 S. Manhattan Ave. Mail Drop U523 Fullerton, CA 92831-5221
John Grant UFCW Local 770 630 Shatto Pl. Los Angeles, CA 90005-3239	Duane Snider Stater Brothers Markets 301 S. Tippecanoe Ave. San Bernardino, CA 92408-0121
Mickey Kasparian UFCW Local 135 2001 Camino Del Rio South San Diego, CA 92108-3603	Frank Jorgensen Safeway, Inc. PO Box 85001 Bellevue, WA 98015-8501
Joe Duffle UFCW Local 1167 855 W. San Bernardino Ave. Bloomington, CA 92316-2176	Leroy D. Westmoreland Ralphs Grocery Company 1100 W. Artesia Blvd. Compton, CA 90220
Mark G. Ramos UFCW Local 1428 705 W. Arrow Hwy. Claremont, CA 91711-9000	
Michael A. Straeter UFCW Local 1442 9075 S. La Cienega Blvd. Inglewood, CA 90301	

Agent for Service of Legal Process

The Fund Administrator has been designated by the Trustees as the Agent for Service of Legal Process. Legal process may also be served on any Trustee. The Fund Interim Administrator is:

Rick Silva

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

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. All contributions to this Plan are made by Employers in accordance with their Collective Bargaining Agreement with the Union.

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 Trust Fund 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, State Street Bank and Trust Company.

Fiscal Year of The Plan (the Plan Year)

The Fiscal Year of the Plan is April 1 through March 31. This year is the basis for the Plan's valuation.

Recordkeeping Period

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 27.

Normal Retirement Age

The Normal Retirement Age under the Plan is 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 for Plan B-1 Employees, describes the major provisions of the Pension Plan applicable to Employees who were hired by a Plan B Employer before October 4, 2004 (or Ratification Date, if later). 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.

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 must 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/.

Participating Union Locals

UFCW Local 8

Bakersfield Office – 661-391-5773 or 661-391-5770

UFCW Local 135

San Diego – Main Office – 619-298-7772 or 800-545-0135

UFCW Local 324

Buena Park – 714-995-4601 or 800-244-8329

UFCW Local 770

Los Angeles – Main Office – 213-487-7070 or 800-832-9770
Arroyo Grande – 805-481-5666 or 805-481-5661
Camarillo –805-383-3300
Harbor City – 310-784-5340
Huntington Park – 323-923-1510
Newhall – 661-259-9900
Santa Barbara – 805-681-0770

UFCW Local 1167

Bloomington – 909-877-1110 or 909-877-5000

UFCW Local 1428

Claremont – 909-626-6800

UFCW Local 1442

Inglewood – 310-322-8329

Administrative Office of The Fund

Address of Fund Office

6425 Katella Avenue Cypress, CA 90630-5238
714-220-2297, 562-408-2715 or toll-free 877-284-2320

Mailing Address

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

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Glossary of Terms

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

120-Day Absence: The term 120-Day Absence refers to a period of more than 120 consecutive days ending on or after the Ratification Date (generally, October 4, 2004, but could be later depending on your Employer's contract with the Union) when you are not employed by an Employer. (Your employment does not terminate while you are on layoff provided you return to work for your Employer within the period of your recall rights, generally 12 months.)

Collective Bargaining Agreement: 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 B-1 benefits.

Covered Employment: The term "Covered Employment" means work for an Employer for which the Employer is obligated to contribute to the Pension Fund on your behalf.

Employer: 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 B-1 Benefits.

Hours of Covered Service: 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 after August 31, 1990, during which you receive state disability or Workers' Compensation benefits as a result of an illness or injury that occurred on-the-job while you were working for an Employer required to contribute to this Plan for your work. 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.
- Under certain circumstances and limitations, periods of time in military service.

Hours of 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.

Normal Retirement Age: Generally, means the later of age 65 or your fifth anniversary of Participation in the Plan (tenth anniversary of Participation with respect to service before April 1, 1988), if you are still a Participant on that date.

Ratification Date: The term "Ratification Date" means October 4, 2004, or a later date upon which the successor to the Employer's Collective Bargaining Agreement in effect on October 3, 2004, was ratified. The Ratification Date applicable to you depends on the ratification date of your Employer's bargaining agreement with the Union. Please contact the Fund Office if you would like to know the Ratification Date that pertains to you.

Separated Vested Participant: A "Separated Vested Participant" also called an "Inactive Vested Participant" is an individual (vested or not) who incurs a Separation in Service before retirement. However, if the individual's last Separation in Service before retirement was before December 31, 2011, and the individual returned to Covered Employment after that Separation in Service and completed at least 150 Hours of Service in a calendar year before January 1, 2012, the Employee will not be a Separated Vested Participant. Special rules applicable to Separated Vested Participants begin on page 21. If you do not know whether you are a Separated Vested Participant, please contact the Fund Office to find out.

Spouse: The individual who is legally married to the Participant, as recognized under the laws of the state or jurisdiction in which the marriage was entered into.

Vested: 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 at Normal Retirement Age.

Notes