

FELRA & UFCW Pension Fund

SUMMARY PLAN DESCRIPTION



February 2014

**FELRA & UFCW
Pension Fund**

Summary Plan Description

February 2014

This Summary Plan Description (“SPD”) is based on the Plan Document restated effective January 1, 2009, as amended. Except where specified otherwise, this SPD describes the Plan rules applicable to all Plan *participants* who have an *Hour of Service* on or after January 1, 2013.

Note

Italicized words are defined starting on page 12 of this SPD.

SPECIAL NOTE

Effective January 1, 2013, if you work in Covered Employment for Giant or Safeway, you will continue to be a participant under the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan (“Pension Plan”), but you will no longer accrue future Benefit Service under the Pension Plan. Instead, you will accrue future Benefit Service under the Mid-Atlantic UFCW & Participating Employers Pension Fund (“Mid-Atlantic Pension Fund”). This change does not affect or reduce the benefits you accrued under the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund as of December 31, 2012.

February 2014

Dear Fund *Participant*:

The Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund began on January 1, 1961 as the Baltimore FELRA and Retail Clerks Pension Fund. Through a series of mergers with the *pension plans* sponsored by UFCW Locals 117, 400, 593, 692, 1776 and the *Participating Employers*, the Fund has grown to its present size, covering more than 21,000 active Fund *Participants*, 12,000 *Participants* entitled to future benefits, and 17,450 retirees and beneficiaries.

This is a defined benefit plan, which means that your pension benefits are based only upon your period of *Covered Employment* and the contribution rate paid on your behalf, without reference to the investment earnings of the *Pension Fund*.

This Summary Plan Description (“SPD”) gives you the information you need to determine when you can retire, how much your monthly pension will be, and other important facts about your *Pension Plan*. Please take the time to read it. You will need this information to help plan your future.

However, this SPD is only a summary of your rights and benefits under the *Pension Plan* – It is not the *Pension Plan* document. A summary cannot cover in detail each provision of the *Pension Plan* and how it might work in every situation for every *Participant*. Therefore, in the event of any difference between this SPD and the actual provisions of the Plan, the *Pension Plan* will govern. The *Pension Plan* is available from the Fund office. If you have trouble understanding any part of this material, call or write the Fund at the locations on page 7.

In addition, in reviewing your benefits and the options available to you, the *Pension Plan* document and the Summary Plan Description in effect at the time you leave *Covered Employment* will generally describe your right to benefits. Consequently, this Summary Plan Description, which includes the changes under the most recent collective bargaining agreements, generally applies only to *Participants* with an *Hour of Service* on or after January 1, 2009. Therefore, if you left *Covered Employment* before that date, some of the provisions in this booklet may not apply to you and you should review the Summary Plan Description in effect at the time you left *Covered Employment*. For example, the Benefit Rates beginning on page 60 only apply to you if you have an *Hour of Service* on or after January 1, 2013. If you have not had an *Hour of Service* on or after January 1, 2013, contact the Fund office for the benefit rate that applies to you.

The *Pension Fund*, and the rules under which it is administered, are subject to change by the Board of Trustees from time to time, and the Board of Trustees has the authority to interpret, apply and make factual determinations regarding the provisions of the *Pension Plan* and the rules under which it is administered.

Any decision made by the Board of Trustees is binding on Employers, *Employees, Participants*, beneficiaries and all other persons affected by the Plan. Do not rely upon any statement regarding your coverage or benefits made by your Employer, *Union* or any other person. You will be notified of any changes to the SPD and the *Pension Plan*, as required by law. The Board of Trustees reserves the right to amend, modify or discontinue all or part of this *Pension Fund* whenever, in their judgment, the conditions so warrant, in accordance with law.

It is extremely important that you keep the Plan Administrator informed of any change in address, marital status, or beneficiary designation. This is your obligation and it is the ONLY way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Fund.

The Trustees of the *Pension Fund* will continue their efforts to provide you with the best benefits possible from the income available so your retirement can be long, enjoyable, and financially sound.

Sincerely,

Board of Trustees

Contents

Important Fund Information.....	6
Name of Fund.....	6
Plan Sponsor.....	6
Plan Administrator.....	6
Employer Identification Number.....	6
Plan Number.....	6
Type of Fund.....	6
Contributions to the Fund.....	6
Funding Medium/Assets of the Fund.....	7
Type of Administration—Administrative Manager.....	7
Agent for Legal Process.....	7
Assignment of Benefits.....	7
Board of Trustees.....	8
Plan Year.....	8
Plan Amendment Merger, Termination and Fees.....	8
Basic Financial Operations.....	9
Plan Highlights.....	10
Tier I Requirements.....	10
Type of Benefit.....	10
Age and Service Requirement.....	10
Tier II Requirements.....	11
Type of Benefit.....	11
Age And Service Requirement.....	11
Definitions.....	12
Participation and Benefit Service.....	14
Prior Plan Participation.....	14
New Participants.....	14
Tier I and Tier II.....	14
Full Time and Part Time.....	15
Earning Credit for Service.....	15
Service Credited by the Prior Plans.....	15
Past Service Credit.....	16
Future Service Credit.....	16
Future Service Before 1976—Monthly Contributions.....	16
Future Service After 1975—Monthly Contributions.....	16
Future Service Credit—Hourly Contributions.....	16
Regular Time Hours Worked During the Plan Year.....	17
Full Time Service.....	17
Part Time Service.....	17
Future Service Credit.....	17
Benefit Service.....	17
Vesting Service.....	17
30 Months Credit Rule.....	19
Military Service.....	19
Loss of Pension Credits.....	20
Reinstatement of Lost Benefit Service After A Break in Service.....	20
Break in Service Year.....	20
Vesting Service and Benefit Service During Military Service.....	21

Reciprocity with Other Pension Plans.....	23
Transfers.....	25
Between Full Time and Part Time Covered Employment.....	25
Example.....	25
Credited Service During Different Periods of Employment.....	25
Restoration of Service Lost Under Former Plan Rules “Patch-In”.....	26
(1) The “Then Employer” Rule.....	26
(2) The Past Service Break Rule.....	26
(3) The Participation Rule.....	26
(4) The Transfer Rule.....	26
(5) The Future Break Rule.....	26
Providing Proof.....	27
Contribution Rates.....	27
Types of Pensions.....	28
Normal Retirement Pension.....	28
Calculating a Monthly Normal Retirement Pension.....	28
Calculation.....	28
Early Retirement, Non-Reduced for Age.....	29
Calculating a Monthly Non-Reduced Early Retirement Pension.....	29
Thirty & Out Retirement Pension.....	29
Calculating a Monthly 30 & Out Retirement Pension.....	29
Early Reduced Retirement Pension.....	29
Early Retirement Pension Reductions.....	30
Calculating a Monthly Early Retirement Pension.....	30
Disability Retirement Pension.....	30
Calculating a Monthly Disability Retirement Pension.....	31
Deferred Vested Retirement Pension.....	31
When a Deferred Vested Retirement Pension Can Begin.....	31
If You Die Before the Start of Your Deferred Vested Retirement Pension.....	32
Calculating a Monthly Deferred Vested Retirement Pension.....	32
Forms of Benefit Payment.....	33
Making the Election.....	33
Lump Sum Amount.....	33
Single Life Annuity.....	34
50% Joint and Survivor Pension and Other Optional Forms of Joint & Survivor Pension.....	34
Example.....	35
Level Income Option.....	35
Five Year Certain Benefit.....	35
Example.....	36
Pre-Retirement Spouse’s Pension.....	36
Former Active Participants Entitled to a Deferred Vested Retirement Pension.....	37
Annuity Death Benefit.....	37
Commencement of Benefits.....	39
Right of Recovery/Overpayments.....	40
Health Benefits for Retirees.....	41
Employment After Retirement.....	42
Qualified Domestic Relations Orders.....	43
Tips on Retirement.....	44

Annual Retiree Information Form (RIF).....	45
Claims Filing and Appeals Procedures.....	46
Denial of a Claim.....	46
Who Decides Appeals.....	47
How Long the Review Takes.....	47
Benefit Guaranty.....	49
Your Rights Under ERISA.....	50
Receive Information about Your Plan and Benefits.....	50
Prudent Actions by Plan Fiduciaries.....	50
Enforce Your Rights.....	51
Assistance with Your Questions.....	51
Numbers and Addresses.....	52
Frequently Asked Questions.....	53
How do I get an estimate of my Benefit Service before I retire?.....	53
Does the fact that I collect a pension interfere in any way with my Social Security?.....	53
Do I contribute anything toward my pension?.....	53
How much should I have withheld for taxes?.....	53
Why do I need my Spouse’s birth certificate and marriage certificate when applying for my pension?.....	53
Can I work after retirement?.....	53
Can the Joint and Survivor Pension Form be changed after the pension commences?.....	54
Do I get any increases to my pension after I retire (cost of living, etc.)?.....	54
Does my Deferred Vested Retirement Pension accrue any interest over the years?.....	54
If a Participant is employed as a manager with a Participating Employer, does the Fund provide the pension benefits?.....	54
FELRA & UFCW Pension Fund Participating Employers January 2013... ..	55
Table A Actuarial Factors Used Under the Plan to Convert Single Life Annuity to 50% Joint and Survivor Pension.....	56
66 2/3% Joint and Survivor Pension.....	57
75% Joint and Survivor Pension.....	58
100% Joint and Survivor Pension.....	59
FELRA & UFCW Pension Fund Table B-Full Time.....	60
FELRA & UFCW Pension Fund Table B-Part Time.....	62

Important Fund Information

Name of Fund

The Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund (FELRA & UFCW Pension Fund or Fund). The Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan (*Pension Plan* or Plan) is the document that explains the benefits payable by the Fund and the rules that govern those benefits.

Plan Sponsor

The Plan Sponsor is the Board of Trustees of the Fund. A list of *Participating Employers* is on page 55.

Plan Administrator

The Plan Administrator is the Board of Trustees of the Fund. By authority of the Trust Agreement, an equal number of Trustees are appointed by the *Unions* and by the *Participating Employers*.

Employer Identification Number

52-6128473

Plan Number

001

Type of Fund

The FELRA & UFCW Pension Fund is a multiemployer defined benefit *pension fund*. This Fund is designed to provide retirement and death benefits to *Participants* and their surviving *Spouses* and beneficiaries.

Contributions to the Fund

The Fund is supported by contributions made by *Participating Employers* who are parties to collective bargaining agreements or participation agreements requiring contributions. They are made either on a monthly basis or an hourly basis, depending upon the terms of the applicable collective bargaining agreement or participation agreement. In addition, *Unions* may participate in the Fund and make contributions on behalf of their *Employees*, subject to the participation agreement between the Fund and the *Union*. Copies of the collective bargaining agreements pursuant to which contributions are made are available for examination at the Fund office, and may be obtained upon written request.

The Fund office will provide you with information on whether a particular employer is a *Participating Employer*, upon written request.

Funding Medium/Assets of the Fund

The assets of the Fund are held in a trust administered by the Board of Trustees. The assets of the Fund are used to pay benefits and the administrative expenses of the Fund. The Board delegates management of Fund assets to investment managers and consultants.

Type of Administration—Administrative Manager

Contract Administration – The Board employs a firm specializing in the administration of multiemployer funds to maintain necessary records of *Participants* and to answer questions about the Plan. The Administrative Manager, often referred to as the Fund office, is:

Associated Administrators, LLC
911 Ridgebrook Road
Sparks, Maryland 21152-9451
(800) 638-2972, (410) 683-6500

4301 Garden City Drive, Suite 201
Landover, Maryland 20785-6102
(800) 638-2972, (301) 459-3020

The Fund office hours are 8:30 a.m. to 4:30 p.m.

Agent for Legal Process

You may serve legal process on Associated Administrators, LLC, or any Trustee at:

FELRA & UFCW Pension Fund
911 Ridgebrook Road
Sparks, Maryland 21152-9451
(800) 638-2972

Assignment of Benefits

Benefits under the Fund are for your benefit only. They cannot be sold, transferred, assigned, or pledged to anyone and are not subject in any manner to anticipation, alienation, encumbrance, or charge. However, the Fund will comply with a Qualified Domestic Relations Order (*QDRO*) that gives someone else a right to a portion of your pension in accordance with the Fund's *QDRO* procedures, and will comply with any offset or deduction permitted under applicable law.

Board of Trustees

Union Trustees

Mark Federici
President
UFCW Local 400
4301 Garden City Drive
Landover, MD 20785

Thomas Hipkins
UFCW Local 27
21 West Road – Second Floor
Towson, MD 21204

George Murphy, Jr.
President
UFCW Local 27
21 West Road, Second Floor
Towson, MD 21204

Jim Slivosky
Collective Bargaining Consultant
5953 Irishtown Road
Bethel Park, PA 15102

Employer Trustees

Ward Kraemer, Vice President
Retirement Plans & Exec. Comp.
Ahold USA
1385 Hancock Street
Quincy, MA 02169

Jason Paradis
Stop and Shop Supermarkets
1385 Hancock Street
Quincy, MA 02169

Jeffrey Champion
Director of Labor Relations, Eastern Div.
Safeway, Inc.
4551 Forbes Blvd.
Lanham, MD 20706

Frank Stegman
Vice President of Labor Relations
Safeway, Inc.
4551 Forbes Blvd.
Lanham, MD 20706

Plan Year

The Plan Year begins on January 1 and ends on December 31.

Plan Amendment, Merger, Termination and Fees

The Board of Trustees reserves the right to amend, terminate, merge, consolidate, or transfer the assets and liabilities of the Fund, in whole or in part, at any time, to the extent permitted by applicable law. In the event of Fund termination, the provisions of the Plan Document and applicable law regarding plan terminations will apply. However, in no event will the assets of the *Pension Fund* be used for any purposes other than for the exclusive benefit of Plan *Participants* and beneficiaries.

In accordance with applicable law, no merger or consolidation with, or transfer of assets or liabilities to, any other *pension fund* will take place unless each *Participant* in the Fund would receive a benefit equal to or greater than the benefit he or she would have been entitled to receive if the Fund terminated immediately before the merger, consolidation or transfer.

Under no circumstances may money that has been properly contributed to the

Fund ever be returned to any Employer or *Union*. If the Fund's assets are insufficient to pay benefits, benefits may be reduced as required by law (but not below levels guaranteed by the PBGC). The PBGC subsequently may restore some or all of any lost benefits to the extent possible under applicable law.

For additional information, contact the Fund office.

Basic Financial Operations

The basic financial records of the Fund and Trust are maintained on a fiscal year ending December 31. The Board of Trustees meets regularly with an actuary representing the Fund and other advisers to review anticipated *Participating Employer* contributions, investment income, benefit payments, and Fund expenses. These reviews are carried out to insure that the financial operation of the Fund is sound for both the short and the long run, so that benefits can be paid and the funding requirements of the Employee Retirement Income Security Act of 1974 (ERISA) are met. In addition, the financial operations of the Fund are audited annually by an independent firm of certified public accountants.

Plan Highlights

The level of benefits available to you is determined by the contribution rate paid on your behalf by your *Participating Employer*. Refer to your collective bargaining agreement for the contribution rate paid on your behalf. See **Table B** beginning on page 60 for the various contribution rates and corresponding pension benefit rates. For the limited purpose of determining your eligibility for benefits, your service with a *Participating Employer* outside the scope of a collective bargaining unit covered by this Plan can also be included as Vesting Service.

Tier I Requirements

<i>Type of Benefit</i>	<i>Age and Service Requirement</i>
Normal Retirement Pension	Age 65 and <i>Vested</i>
Early Retirement Pension, Non-Reduced	Age 60 and at least 5 years <i>Benefit Service</i>
Early Retirement Pension, Reduced (Tier I Reduced to Age 60)	Age 55 and at least 15 years of <i>Benefit Service</i> , or Age 55 and at least 15 years continuous full time employment with the same <i>Participating Employer</i> , at least 5 years of which is <i>Benefit Service</i>
Thirty & Out Retirement Pension	Any age and at least 30 years <i>Benefit Service</i>
Disability Retirement Pension	Any age and at least 10 years <i>Benefit Service</i> (Must have a Social Security Disability Award)
Deferred <i>Vested</i> Retirement Pension	Age 60 and <i>Vested</i>
Pre-Retirement <i>Spouse's</i> Pension	<i>Vested</i> and married one year before death
Five Year Certain Benefit	Retired and <i>Vested</i> , provided that your last employer was contributing at a Tier I contribution rate or the highest Tier II hourly contribution rate
Joint and Survivor Pension	Retired and married on benefit commencement date and married at least one year before death
Retiree Death Benefit	\$2,500 if majority of service is Tier I Full Time \$1,000 if majority of service is Tier I Part Time

Tier II Requirements

<i>Type of Benefit</i>	<i>Age and Service Requirement</i>
Normal Retirement Pension	Age 65 and <i>Vested</i>
Early Retirement Pension, Reduced (Tier II Reduced to Age 65)	Age 55 and at least 15 years of <i>Benefit Service</i> , or Age 55 and at least 15 years continuous full time employment with the same <i>Participating Employer</i> , at least 5 years of which is <i>Benefit Service</i> or Age 62 and at least 10 years of <i>Benefit Service</i>
Disability Retirement Pension	Any age and at least 10 years <i>Benefit Service</i> . Must have a Social Security Disability Award
Deferred <i>Vested</i> Retirement Pension	Age 65 and <i>Vested</i>
Pre-Retirement <i>Spouse's</i> Pension	<i>Vested</i> and married one year before death
Joint and Survivor Pension	Retired, married on benefit commencement date and married at least one year before death
Five Year Certain Benefit	Retired and <i>Vested</i>
Retiree Death Benefit	\$1,000 if majority of service is Tier II Full Time \$500 if majority of service is Tier II Part Time

Definitions

Benefit Service means, for each *Participant* at any given date, your total service (both full time and part time) accrued under the *Pension Plan*.

Break in Service Year means a Plan Year in which you did not receive credit for a minimum number of *Hours of Service*.

Covered Employment means employment for which a *Participating Employer* is required to pay contributions to the Fund under a collective bargaining agreement or other written agreement.

Effective Date means, as to the original group of *Participating Employers* that participated in the Fund, January 1, 1973. For any other *Participating Employer*, it means the date the *Participating Employer* was first required to make contributions to this Fund under a collective bargaining agreement or participation agreement.

Employee means any person covered by a collective bargaining agreement between a *Participating Employer* and a *Union* in a position for which the *Participating Employer* is required to make contributions to the *Pension Fund*.

Hour of Service generally is any hour you work for a *Participating Employer* for which:

- You are paid, or entitled to payment for the performance of duties;
- Although no duties were performed, you are paid, or entitled to payment; for instance, vacations, paid holidays, illness, layoff, jury duty or leave of absence; or
- Back pay is awarded or agreed to by the *Participating Employer*.

It does not include time during which you receive only Workers' Compensation or Unemployment Compensation. You can not receive credit twice for the same hour under these rules.

Normal Retirement Age means the date you reach age 65 or, if you become a *Participant* within five years before you reach age 65, the 5th anniversary of the date you become a *Participant* in the Plan.

Participant means an *Employee* who has completed his or her probationary period, if any, under the collective bargaining agreement and who meets the requirements to be a *Participant* on page 14.

Participating Employer means an employer accepted for participation in the Fund by the Board of Trustees that has signed a collective bargaining agreement with a *Union*, or has executed a participation agreement, that requires it to make contributions into the *Pension Fund*.

Pension Fund means the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund (also called the FELRA & UFCW Pension Fund).

Pension Plan means the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan document (also called the FELRA & UFCW Pension Plan).

Pensioner means a *Participant* who has been approved for a pension benefit under the *Pension Plan*.

QDRO means a qualified domestic relations order within the meaning of the law. See page 43 for more information.

Spouse means the person to whom you, the *Participant*, are legally married. For the purposes of the Pre-Retirement *Spouse's* Pension, you must be married to your *spouse* for at least 12 months prior to your death. For purposes of the Joint and Survivor Pension options, you must be married to your *Spouse* on your benefit commencement date and you also must be married to your *spouse* for at least 12 months as of the date of your death. Your *Spouse* can mean your former *Spouse* if provided under a *QDRO*.

Union means Local 27, Local 400 of the United Food and Commercial Workers International Union, AFL-CIO.

Vested means a *Participant* with five or more years of Vesting Service. You are also *Vested* when you attain *Normal Retirement Age*. If you are *Vested*, your right to the *Benefit Service* you have earned is non-forfeitable.

Participation and Benefit Service

Prior Plan Participation

The FELRA & UFCW Pension Fund began on January 1, 1973 as the result of a merger between the Baltimore FELRA & Retail Clerks Pension Fund (Prior Baltimore Plan) and the Retail Store Employees Union Local 400 and Subscribing Employers Pension Fund (Prior Washington Plan). If you were a *participant* of either one of those Funds, you became a *Participant* in this Fund on January 1, 1973.

On January 1, 1982 the Amalgamated Meat Cutters & Allied Workers Local Union 593 & Subscribing Employers Pension Fund (Local 593 Plan) merged into this Fund. If you were a *participant* in that Fund, you became a *Participant* in this Fund on January 1, 1982.

On January 1, 1983 the Baltimore FELRA & Meat Cutters Union Pension Fund (Local 117 Plan) merged into this Fund. If you were a *participant* in that Fund, you became a *Participant* in this Fund on January 1, 1983.

New Participants

If you were **not** a *participant* in any of the above funds on the dates those funds merged into this Fund, your participation begins on the date you became employed by a *Participating Employer* in a job classification covered by a collective bargaining agreement with a *Union* that calls for the *Participating Employer* to make a contribution to this Fund on your behalf, or upon the completion of 1,000 Hours of Service within a 12 month period of employment with a *Participating Employer*, whichever is earlier. A list of *Participating Employers* can be found on page 55. If you were employed by an employer that became a *Participating Employer* in this Fund after January 1, 1973, your participation begins on the date that employer became a *Participating Employer* in this Fund, provided you were then working in a job classification covered by a collective bargaining agreement with the *Union*.

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

Tier I and Tier II

Table B beginning on page 60 of this booklet shows you the benefit rate which corresponds to the contribution rate being made on your behalf by your *Participating Employer*. Table B also designates these rates as Tier I or Tier II. A Tier I *Participant* is a *Participant* whose *Participating Employer* is obligated to make monthly contributions at a rate designated as Tier I under Table B. A Tier II *Participant* is a *Participant* whose *Participating Employer* is obligated to make hourly contributions at a rate designated as Tier II under Table B. The Tier I and Tier II designations are used to distinguish between contributions and classifications for older bargaining agreements and newer ones.

Full Time and Part Time

Whether you are full time or part time will be determined by the terms of the collective bargaining agreement that applies to you. For a full time *Participant*, the *Participating Employer* is obligated to make contributions at a rate designated as full time under Table B. For a part time *Participant*, the *Participating Employer* is obligated to make contributions at a rate designated as part time under Table B.

Earning Credit for Service

Benefit Service is the period of Employment with one or more *Participating Employers* that is used to determine your eligibility for a pension and the amount of your pension benefit. It is not necessarily the same as your time employed or your seniority time. *Benefit Service* has been calculated in different ways over the years, changing because of improvements made by the Trustees or because of federal laws like ERISA. Your total *Benefit Service* is determined by adding your Past Service Credit and your Future Service Credit.

There are different kinds of service, such as service credited by the Prior Plans, Past Service Credit, Future Service Credit, *Benefit Service*, and Vesting Service.

Service Credited by the Prior Plans

If you were a *Participant* in either the Prior Baltimore Plan, which began on January 1, 1961 or the Prior Washington Plan, which began on March 3, 1963, then the full time and part time *Benefit Service* credited to you by the plan you were in became your full time Past Service Credit in this Plan on the date of the merger between those plans, January 1, 1973.

If you were a *Participant* in the Local 593 Plan, then the *Benefit Service* credited to you by that plan as of December 31, 1981 became your Past Service Credit in this Plan on January 1, 1982. That plan began on January 1, 1967 for full time *Employees*. On January 1, 1975, part time service was credited to *Participants* who were then employed by *Participating Employers* who had an obligation to make contributions for part time service. Your service is either full time Past Service Credit or part time Past Service Credit.

If you were a *Participant* in the Local 117 Plan, then the Credited Service credited to you by that plan as of December 31, 1982 became your Past Service Credit in this Plan on January 1, 1983. That plan began on February 3, 1963 for full time *Employees*. On April 1, 1974, part time service was credited to *Participants* who were then employed by *Participating Employers* who had an obligation to make contributions for part time service. Your service is either full time Past Service Credit or part time Past Service Credit.

Service credited by the prior plans depends solely on the rules of those plans before the mergers.

Past Service Credit

Past Service Credit is your period of employment, recognized by the Plan, before the *Effective Date*. The *Effective Date* is the date your employer first became a *Participating Employer* in the *Pension Fund*. You must have been working in *Covered Employment* on that *Effective Date*. If you would like to know the date your employer first became a *Participating Employer* in the Fund, please contact the Fund office.

Future Service Credit

Future Service Credit is that period of service recognized by the Plan after the *Effective Date* applicable to you. Generally, Future Service Credit is granted according to the contributions made on your behalf. These contributions are either made on an hourly basis or a monthly basis and for either full time or part time work, depending on the terms of your collective bargaining agreement.

Future Service Before 1976—Monthly Contributions

For each month your *Participating Employer* made a contribution to the Fund, you received one month of Future Service Credit. You also received one month of Future Service Credit for each month that your *Participating Employer* reported you as being on a military leave of absence.

Future Service After 1975—Monthly Contributions

On and after January 1, 1976, you are granted one month of Future Service Credit for each month in which your *Participating Employer* reports that you performed at least one *Hour of Service* and for which your *Participating Employer* made a contribution on your behalf.

Future Service Credit—Hourly Contributions

Future Service Credit for hourly contributions is granted according to the following schedule. Regular Time Hours are straight time hours worked for which contributions are made to this Fund.

Regular Time Hours Worked During the Plan Year

<i>Full Time Service</i>	<i>Part Time Service</i>	<i>Future Service Credit</i>
1600 or more	800 or more	1 year
1200 to 1599	600 to 799	$\frac{3}{4}$ year
800 to 1199	400 to 599	$\frac{1}{2}$ year
400 to 799	200 to 399	$\frac{1}{4}$ year
Under 400	Under 200	None

Benefit Service

If your employer makes hourly contributions on your behalf, the maximum number of years of *Benefit Service* counted under the Plan is 40. Your monthly pension benefit amount will be based solely on your accrued *Benefit Service* at the time of retirement.

The *Benefit Service* of *Participants* whose total *Benefit Service* under the United Food and Commercial Workers Unions and Participating Employers Pension Fund was transferred to this Fund pursuant to a transfer agreement will be determined as if all his or her *Benefit Service* earned under the United Food and Commercial Workers Unions and Participating Employers Pension Fund was earned under this Fund.

Vesting Service

Your Vesting Service is the total of your *Benefit Service* through December 31, 1975 plus your Vesting Service after that date, as follows:

- (1) For *Participants* whose employers make monthly contributions on their behalf, you earn one month of Vesting Service for each month of your Future Service Credit in a Plan Year. If you have five or more months in one Plan Year, you receive 12 months of Vesting Service; or
- (2) For *Participants* whose employers make hourly contributions on their behalf, you earn one year of Vesting Service for each Plan Year of Future Service Credit in which you perform at least 750 Regular Time Hours or at least 1,000 *Hours of Service* as a full time or part time *Employee* for a *Participating Employer*.

If you have less than five months of Future Service Credit in a Plan Year and you perform any *Hours of Service* for a *Participating Employer* during any part of the Plan Year which did not constitute Future Service Credit, those months will be multiplied by 190 *Hours of Service* and added to your *Hours of Service* to determine whether you completed a year of Vesting Service in accordance with this Plan and Department of Labor regulations. You cannot earn more than one year of Vesting Service in any Plan Year.

You are *Vested* for a pension benefit if you have five or more years of Vesting Service or if you attain *Normal Retirement Age*.

You accrue Vesting Service, and *Benefit Service* towards **eligibility** for a pension, but not towards the pension amount, during the following periods of time:

- (1) During any period immediately following the date of your transfer to or from a job classification outside the scope of the collective bargaining agreement, but within the employment of a *Participating Employer* (such as administrative or management service with the *Participating Employer*) in the geographic area of the Fund;
- (2) During any period immediately following the date of your transfer to a job classification or job status within the scope of the collective bargaining agreement but with respect to which your *Participating Employer* is not required to make contributions to the *Pension Fund* for you;
- (3) During any period during which you serve the *Union* as an *employee*. If the *Union* is required to make contributions to the Fund on your behalf during that period, *Benefit Service* will also accrue; or
- (4) During any period of your absence which is made necessary by your inability to work anywhere in the type of employment covered under this Plan due to mental or physical disability, established to the satisfaction of the Trustees by such evidence as they deem appropriate, provided you had five or more years of *Benefit Service* immediately before the beginning of your absence.
- (5) Effective January 1, 2013, work performed by *Participants* employed by Giant Food or Safeway will be used to determine the *Participant's vested* status and eligibility to receive a benefit under the *Pension Plan*, but will not increase the amount of the *Participant's* benefit.

Service held for you under these rules is often referred to as “frozen credit.” Under items 1, 2, 3, and 5 your *Participating Employer* will provide the Fund with the necessary information to protect your *Benefit Service*. Under item 4, it is your responsibility to submit proof of disability. Failure to do so may cause you to lose *Benefit Service*. It is important that you provide the proof of disability to the Fund office as soon as possible. If you later retire based on frozen credit accrued during a period of disability, re-certification from the physician regarding the reason for the disability (that it is still the same, etc.) will be required.

30 Months Credit Rule

You will receive Vesting Service and *Benefit Service* for up to 30 months during which no contribution was received on your behalf because of your absence while you were:

- (1) Receiving Accident & Sickness benefits through the FELRA & UFCW Health and Welfare Fund or through any of the jointly-administered welfare funds operating for eligible *Participants* of Locals 27 or 400 within the Fund's geographic area;
- (2) Receiving Workers' Compensation benefits because of injuries incurred during Employment covered by the Plan; or
- (3) On a leave of absence granted by the *Participating Employer* for sickness or accident.

Military Service

Service in the Armed Forces of the United States will be credited to the extent required by law. See page 21 for more information.

Loss of Pension Credits

You can lose your *Benefit Service* before retirement if any of the following events occurs before the date you become *Vested* for a pension benefit:

- (1) Your death, unless your *Spouse* is eligible to receive a Pre-Retirement *Spouse's Pension*;
- (2) You have a *Break in Service Year* as a result of your termination of *Covered Employment*, including resignation, discharge, or failure to return to work after layoff or leave of absence granted by the *Participating Employer* under the collective bargaining agreement; or
- (3) Your failure to return to *Covered Employment* after military service.

Reinstatement of Lost *Benefit Service* After a Break in Service

If your *Benefit Service* is lost under (2) or (3) above after January 1, 1976, and you later are credited with three months or one quarter of Vesting Service in a Plan Year, you will become a *Participant* again, retroactive to your date of re-hire, if the number of consecutive *Break in Service Years* is less than the number of years of Vesting Service that you had earned at the time you stopped being a *Participant*. If your *Benefit Service* is lost under (2) or (3) above after January 1, 1987, and you later are credited with three months or one quarter of Vesting Service in a Plan Year, you will become a *Participant* again, retroactive to your date of re-hire, and your *Benefit Service* will be restored, if the number of consecutive *Break in Service Years* is less than five. If you do not return to *Covered Employment* within five years, your *Benefit Service* will be permanently lost.

Example

Before 1987, if you had four years of *Benefit Service*, and then three *Break in Service Years*, your four years of *Benefit Service* would not be lost if you again became a *Participant* before a fourth *Break in Service Year* occurred. But beginning January 1, 1987 if you had two years of *Benefit Service*, and then three *Break in Service Years*, your two years of *Benefit Service* would not be lost until you had five *Break in Service Years*.

Break in Service Year

A *Break in Service Year* is a year in which you did not earn either:

- (1) Three or more months of Future Service Credit;
- (2) 376 or more Regular Time Hours with a *Participating Employer*; or
- (3) 501 or more *Hours of Service* with a *Participating Employer*.

If you did not accrue the necessary credit under (1) or (2), your total months of Future Service Credit will be multiplied by 190 *Hours of Service* and added to the number of *Hours of Service* that are not included in your accrued Future

Service Credit to see if you reach 501 *Hours of Service* with a *Participating Employer*.

Solely to avoid a *Break in Service Year*, you will be given credit for up to 501 *Hours of Service* with a *Participating Employer* for any absence from work beginning after December 31, 1986 made necessary because of pregnancy of a *Participant*, birth of a child or adoption of a child by the *Participant*, or the care of a *Participant's* child immediately after birth or adoption. You are credited with the *Hours of Service* that normally would have been credited but for the absence. When it is not possible to determine that service, you are credited with eight *Hours of Service* for each business day during the absence.

Solely to avoid a break in service, you will be given credit for up to 501 *Hours of Service* with a *Participating Employer* for an absence from work covered by the Family Medical Leave Act of 1993.

Service for one of the approved leaves of absence is credited in the Plan Year of the absence if needed to prevent a *Break in Service Year*, or in any other case, the following year. The Fund office will require documentation of the reason for and duration of the absence.

Vesting Service and *Benefit Service* During Military Service

The Uniformed Services Employment and Re-employment Rights Act (USERRA) provides re-employment rights and benefits and protection from discrimination if you, either by induction or as a volunteer, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as *Hours of Service* for all purposes under the *Pension Plan*, including vesting, benefit accrual, and eligibility in accordance with law. To be entitled to re-employment rights and pension benefits under the USERRA, you must:

- (1) Be absent from *Covered Employment* with a *Participating Employer* because of your military service;
- (2) Give advance notice of your service to your *Participating Employer*, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;
- (3) Be absent for military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;
- (4) Apply for a job with your *Participating Employer* or another *Participating Employer* within the requisite time period; and
- (5) Receive an honorable discharge or satisfactorily complete military service.

For periods of military service of less than 31 days or an absence due to a fitness exam, you must report back to *Covered Employment* not later than the first regularly scheduled work period on the first day after an eight hour break and

after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for *Covered Employment* within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances.

If you otherwise would qualify for reemployment rights under the law, but you are not reemployed due to your death or disability while performing qualified military service, you will be treated as having returned to *Covered Employment* on the day before your death or disability, and then having terminated such *Covered Employment* on the date of your death or disability, for granting Vesting Service and benefit accruals, to the maximum extent permitted by law.

Reciprocity with Other Pension Plans

If you become a *Participant* in one of these Funds:

- Mid-Atlantic UFCW & Participating Employers Pension Fund UFCW Unions & Participating Employers Pension Fund
- Retail Clerks Tri-State Pension Fund
- UFCW Unions & Employers Pension Fund (Atlanta)
- UFCW Local 56 Retail Meat Pension Fund UFCW International Union-Industry Pension Fund

(all called “Related Plans”) your Vesting and *Benefit Service* under this Plan and your vesting and *benefit service* under the Related Plan will be combined for the purpose of determining your eligibility for a pension. Not more than one combined year of vesting credit will be counted for any calendar year. Reciprocal *benefit service* earned under any Related Plan other than the Mid-Atlantic Pension Fund may count towards your eligibility for a Normal, Early, Disability, or Deferred *Vested* Retirement Pension, and reciprocal vesting service earned under any Related Plan other than the Mid-Atlantic Pension Fund may count toward your eligibility for a Deferred *Vested* Retirement Pension. Reciprocal vesting and *benefit service* earned under the Mid-Atlantic Pension Fund will count toward your eligibility for any benefit under this Plan.

The amount of your benefit under this *Pension Plan*, however, will be based only upon your *Benefit Service* under this Plan as of the date you finally terminate service under both plans. In other words, while reciprocal service with a Related Plan counts toward Vesting Service and *Benefit Service* only with respect to your eligibility for a pension, it does not count toward the amount of pension you will get under this Plan. Your pension under this Plan will be calculated using your *Benefit Service* under this Plan only, and will be based on the benefit formula applicable under this Plan as of the date you stopped accruing *Benefit Service* under this Plan.

Example

You have 10 years of *Benefit Service* and Vesting Service under this Plan and 5 years of *Benefit Service* and Vesting Service under a Related Plan. You will have 15 years of Combined *Benefit Service* for eligibility purposes for benefits under this Plan, and thus would be eligible to receive an Early Retirement Pension at age 55. However, your pension amount under this Plan will be based on your 10 years of *Benefit Service* under this Plan. You also may qualify for a pension under the Related Plan based on your combined service. Please refer to the Related Plan’s Summary Plan Description for details.

Reciprocity applies regardless of whether your transfer is from this Plan to one of the Related Plans or to this Plan from one of the Related Plans. Reciprocal service with a Related Plan may count as *Covered Employment* under this Plan such that it may prevent a *Break in Service Year*. If the Related Plan has a

reciprocity agreement with another plan, Vesting Service you accrue under the Related Plan's reciprocity agreement does not count under this Plan and will not be combined with your Vesting Service under this Plan.

Transfers

Between Full Time and Part Time Covered Employment

Full time *Benefit Service* and part time *Benefit Service* are calculated separately, as they generally have different benefit rates. If you transfer from full time to part time *Covered Employment* or vice versa, there is no effect upon the amount of pension accrued for you up to the date of change. Your *Benefit Service* after the change, however, will be at the new full time or part time rate.

Example

You have eight years full time *Benefit Service* and then become a part time *Employee*, accruing an additional 21 years of part time *Benefit Service*. Your pension calculation will be based on the *Benefit Service* you have as a full time *Employee*, multiplied by the applicable full time rate. Your part time *Benefit Service* will then be multiplied by the part time rate. The two amounts will be added together to determine your total monthly benefit.

Credited Service During Different Periods of Employment

If you earn Future Service Credit as a Tier I *Participant* (see **Tier I and Tier II** on pages 10 and 11), terminate employment, and subsequently earn Future Service Credit as a Tier I *Participant*, your pension benefit will be based on the last Tier I contribution rate under which you earned Future Service Credit. See Table B. The same rule applies if you earn all Future Service Credit as a Tier II *Participant*, as long as your job classification is the same. However, if you have a period of Tier II employment at the lower rate and then move to a period of employment at the higher Tier II rate, those two periods of employment will be calculated separately at the rate in effect as of your termination under that job classification.

If you earn Future Service Credit as a Tier I *Participant*, terminate employment, and subsequently earn Future Service Credit as a Tier II *Participant*, your pension benefit will be based on your Tier I benefit rate and your Tier II benefit rate, calculated separately, at the last rate in effect while you were working under each Tier.

Restoration of Service Lost Under Former Plan Rules “Patch-In”

The Plan allows for the restoration of certain service lost under the former rules of the Plan. This restoration is referred to as a “patch-in” of service toward your pension.

Under the former rules of the Plan, certain periods of service before 1976 did not count toward your pension. The following five rules caused service not to count:

(1) The “Then Employer” Rule

Participating Employers joined the *Pension Plan* on different dates. To count under the Plan, your past service had to be with the Employer you were working for on the date your *Participating Employer* joined the Plan. Past service with a different employer did not count.

(2) The Past Service Break Rule

If you worked for a *Participating Employer* before it joined the *Pension Plan*, service was counted back to a *Break in Service Year*. (Local 593 required unbroken service.) Anything before the break did not count.

(3) The Participation Rule

To be considered a *Participant* of the Plan on the date your *Participating Employer* joined, you had to be (a) actively at work on that date or in military service or (b) employed by the *Participating Employer* outside the scope of the collective bargaining agreement with at least five years with a *Participating Employer*. If you had less than five years, you were not a *Participant* of the Plan on the date the *Participating Employer* joined, and your past service didn't count.

(4) The Transfer Rule

If you worked with a *Participating Employer* in a bargaining unit or geographic area not covered by the *Pension Plan*, your service with the bargaining unit not covered by the Plan didn't count, even if that bargaining unit later joined. Likewise, if you transferred from a non-*Participating Employer* to a *Participating Employer*, your service with the non-*Participating Employer* didn't count, even if it later joined.

(5) The Future Service Break Rule

Before 1976, you had to have at least three months of *Benefit Service* each year after you became a *Participant* to prevent a *Break in Service Year*. If you didn't, you forfeited all the service you had before the break unless you were *Vested*.

Service which would have been lost under the five rules above can be credited to people who were *Participants* of this Fund or the UFCW Unions & Participating Employers Pension Fund on December 31, 1986. In other words, as of

December 31, 1986, you must have been either a full time or part time *Employee* of a *Participating Employer* under a collective bargaining agreement within the geographical area covered at any time by the Plan.

You qualify for “patch-in” service if:

- The period of excluded service equals or exceeds 10 years;
- You had a break in service of less than five years after the excluded service; or
- The length of your excluded service is equal to or greater than the period after the excluded service.

Providing Proof

You must provide the Fund with the information it needs to patch in your service. You must write to the *Participating Employers* asking them to verify your service in writing. If they have the records, they should provide dates of hire, dates of termination, dates of full time and part time service, and dates of employment outside the scope of the collective bargaining agreement (management, administrative, or service in other *unions*). If you have pay stubs, that may help.

If the *Participating Employers* can't supply the information, call the Social Security Administration. Ask for a Quarterly Statement of Earnings by Employer by Year for each year that service would have been lost. It must be the quarterly statement. The yearly statement will not help the Fund office. The Social Security Administration will send you a form. Complete it and return it to them. There will be a charge depending on how many years of service you request.

Without verification of employment during the times your service would have been lost under the former rules, the Fund cannot patch in your *Benefit Service*.

Contribution Rates

The amount of your pension depends on your total years of *Benefit Service* and the applicable benefit rate(s). If you had both full time and part time *Benefit Service*, the benefit amount of each is calculated separately and then added together.

Benefit Rates are determined by the contributions made on your behalf by your *Participating Employer*.

The current contribution rates and corresponding benefit rates are listed in **Table B** beginning on page 60.

Types of Pensions

You may retire when you satisfy the Plan's age and *Benefit Service* requirements. The type of pension you may select is based on your age and your amount of *Benefit Service*. Although you may meet the requirements for more than one type of pension, you may only elect one form of pension.

Normal Retirement Pension

You may retire on a Normal Retirement Pension at any time after (1) you have reached your 65th birthday and you have at least five years of Vesting Service or (2) you attain *Normal Retirement Age*. You may not be a *Deferred Vested Participant* (or have had a *Break in Service Year*) as of the date of your retirement.

Calculating a Monthly Normal Retirement Pension

To calculate your monthly Normal Retirement Pension you must know:

- Your total accrued *Benefit Service*—both full time and part time if applicable—through the date of your retirement. (You can get a *Benefit Service* estimate from the Fund office once a year.)
- The contribution rate and corresponding benefit rate in effect on the date of your retirement. (See Table B.)

The calculation is as follows:

$$\begin{aligned} & \text{Full Time } \textit{Benefit Service} \times \text{Full Time Benefit Rate} \\ + & \text{Part Time } \textit{Benefit Service} \times \text{Part Time Benefit Rate} \\ = & \text{Gross Monthly Benefit Amount} \end{aligned}$$

Example

- You are hired on February 14, 1980.
- Your date of birth is March 3, 1945.
- Your age at retirement is 65.
- You retire April 1, 2010.
- Your *Benefit Service* = 20 Years Full Time.
- The Benefit Rate for you in Table B for FT Service = \$47.00.
- Your *Benefit Service* = 10 Years part time.
- The Benefit Rate for you in Table B for PT Service = \$32.00.
- Your total *Benefit Service* = 30 years.

Calculation

- 20 years FT x \$47 = \$940.00
- 10 years PT x \$32 = \$320.00
- Monthly Pension Benefit Amount = \$1,260

Early Retirement, Non-Reduced for Age

You may retire on an Early Retirement Pension **without** a reduction in your monthly pension benefit amount, at any time after you have reached your 60th birthday and have at least five years of *Benefit Service*, if a monthly contribution rate is applicable to you.

Calculating a Monthly Non-Reduced Early Retirement Pension

If you qualify for a Non-Reduced Early Retirement Pension, your monthly Early Retirement Pension benefit amount is calculated just like a Normal Retirement Pension. There is no reduction because of your age.

Thirty & Out Retirement Pension

The Thirty & Out Retirement Pension is also an unreduced Early Retirement Pension form, but it is payable at any age, if you have accrued 30 or more years of *Benefit Service* a majority of which was at a Tier I rate. This benefit also applies to General Merchandise *Employees* at Giant Food, LLC that had an \$81.76 contribution rate in effect as of March 26, 2000, but only if such *Employee* earned an *Hour of Service* on or after that date. For the Thirty & Out Retirement Pension **only**, your *Benefit Service* with a *Participating Employer* outside the scope of a collective bargaining unit covered by this Plan also can be counted when determining your eligibility, but not the amount of your pension.

Calculating a Monthly 30 & Out Retirement Pension

If you qualify for 30 & Out Retirement Pension, your pension benefit amount is calculated just like a Normal Retirement Pension. There is no reduction in your monthly pension benefit amount because of your age.

Early Reduced Retirement Pension

You may retire on an Early Retirement Pension, **with** a reduction in the amount of your monthly pension benefit, at any time after you meet one of the following requirements:

- You have reached your 55th birthday and you have at least 15 years of *Benefit Service* or at least 15 years of continuous full time employment with your present *Participating Employer*, at least five of which must be *Benefit Service*; or
- You have reached your 62nd birthday, you have at least 10 years of *Benefit Service* and your *Participating Employer* makes hourly contributions on your behalf.

Early Retirement Pension Reductions

For the benefit you earned under Tier I, your *Participating Employer* made monthly contributions on your behalf. The early retirement reduction is determined by subtracting the date the Early Retirement Pension begins from the first day of the month following your 60th birthday and multiplying number of months by $\frac{1}{2}\%$.

Example

Your Early Retirement Pension begins on your 55th birthday, 60 months before your 60th birthday. Your pension is reduced by $\frac{1}{2}\%$ for each of these 60 months (for a total reduction of 30%).

For the benefit you earned under Tier II, your *Participating Employer* made hourly contributions on your behalf. The early retirement reduction is determined by subtracting the date the Early Retirement Pension begins from the first day of the month following your 65th birthday and multiplying the number of months by $\frac{1}{2}\%$.

Example

Your Early Retirement Pension begins on your 55th birthday, 120 months before your 65th birthday. Your pension is reduced by $\frac{1}{2}\%$ for each of those 120 months (for a total reduction of 60%) (at age 55).

Calculating a Monthly Early Retirement Pension

If you qualify for the Early Retirement Pension, your monthly Normal Retirement Pension amount will be reduced for your age according to the Early Retirement Pension reduction rules above.

Example

Assume that, if you were to retire at age 65, your benefit from Tier I service would be \$940/month and your benefit from Tier II service would be \$250, for a total of \$1190. If you retired at age 55 (assuming you are eligible), your monthly benefit would be \$758. (Tier I = $\$940 - \$282 (30\%) = \mathbf{\$658}$. Tier II = $\$250 - \$150 (60\%) = \mathbf{\$100}$. $\$658 + \$100 = \$758$.)

Disability Retirement Pension

You may retire on a Disability Retirement Pension if you have at least 10 years of *Benefit Service* and you are totally and permanently disabled according to the rules of the Plan. Total and permanent disability means total disability as a result of bodily injury or disease that prevents you from engaging in any occupation or employment and it is probable that your disability will be permanent and continuous for the remainder of your lifetime. To establish proof

of total and permanent disability, you must qualify for disability benefits under the Federal Social Security Act and the disability must have begun before your termination of *Covered Employment*.

If you are receiving a Disability Retirement Pension and you lose your eligibility for Social Security Disability **before** age 65, your Disability Retirement Pension will be terminated. If your Disability Retirement Pension is terminated and you do not meet the requirements for another pension, you can retire once you meet the requirements for a Deferred *Vested* Retirement Pension. **It is your obligation to notify the Fund office in writing if your Social Security Disability Award terminates for any reason.** Once you reach age 65, your Disability Retirement Pension becomes a Normal Retirement Pension and you will not have to make another form of benefit election.

If your *Benefit Service* was frozen because of mental or physical disability as defined by the Plan, to be eligible for a Disability Retirement Pension, you must also furnish evidence that you are totally and permanently disabled for the same disability that resulted in the freezing of your service. Your Disability Retirement will not begin until the later of (1) the date Accident & Sickness benefits provided under the FELRA & UFCW Health and Welfare Fund have stopped or (2) the first day of the sixth calendar month following the calendar month in which the requirements for a Disability Retirement Pension have been met.

Calculating a Monthly Disability Retirement Pension

If you qualify for a Disability Retirement Pension, your monthly pension amount is calculated just like a Normal Retirement Pension monthly benefit amount. There is no reduction in your monthly pension benefit amount because of your age.

Deferred *Vested* Retirement Pension

You may retire on a Deferred *Vested* Retirement Pension if you accrued at least five years of Vesting Service before your termination of employment with a *Participating Employer* and you do not meet the requirements for a Normal, Early, or Disability Retirement Pension. To be *Vested* after five years, you must have worked at least one *Hour of Service* on or after January 1, 1999. Otherwise, 10 years of Vesting Service are required for a Deferred *Vested* Retirement Pension.

When a Deferred *Vested* Retirement Pension Can Begin

- (1) If contributions were last made on your behalf at a Tier I contribution rate, you may receive a Deferred *Vested* Retirement Pension beginning anytime after age 60.
- (2) If contributions were last made on your behalf at a Tier II contribution rate, your Deferred *Vested* Retirement Pension may begin anytime after age 65.

- (3) If you have at least 15 years of *Benefit Service*, the Deferred *Vested* Retirement Pension may begin at any time after you reach age 55.

Under option (3) above, a Deferred *Vested* Retirement Pension will be calculated like an Early Reduced Retirement Pension, meaning there will be a reduction in the amount of your monthly pension if it begins before age 60 (for Tier I) or before age 65 (for Tier II). The reductions are calculated as shown in the ***Early Retirement Reductions*** section on pages 29 and 30.

Deferred *Vested* Retirement Pension monthly amounts are based on *Benefit Service* accrued through the date of termination of employment with a *Participating Employer* and the benefit rate corresponding to the last contribution rate paid on your behalf by your *Participating Employer*.

Example

You begin full time employment with a *Participating Employer* on June 1, 1990 and terminate on May 31, 2000, after accruing 10 years of Vesting Service and 9 years of *Benefit Service* (because of a one-year absence during which you did not work for a *Participating Employer*). Your age at termination is 45 and the last contribution made on your behalf is a Tier II contribution.

You may apply for a Deferred *Vested* Retirement Pension upon reaching age 65. Your monthly benefit amount will be based on the nine years of *Benefit Service* you had accrued as of your date of termination.

If You Die Before the Start of Your Deferred *Vested* Retirement Pension

If you are eligible for a Deferred *Vested* Retirement Pension, and you die before the start of your pension, your *Spouse* to whom you were married throughout the one year period ending on the date of your death may be entitled to a survivor benefit. See ***Pre-Retirement Spouse's Pension*** on page 36.

Calculating a Monthly Deferred *Vested* Retirement Pension

If you qualify for a Deferred *Vested* Retirement Pension, then your Deferred *Vested* Retirement Pension monthly amount is calculated like either a Normal or Early Retirement Pension, based on your age at retirement. The benefit rate used to calculate your pension will be determined by the corresponding contribution rate in effect on the date of your termination with a *Participating Employer*.

Forms of Benefit Payment

Making the Election

Under the Plan, you may elect to receive your pension in one of the following benefit forms, and the Fund office will review these with you at the time of retirement. The forms of benefit available are:

- (1) Single Life Annuity;
- (2) 50% Joint and Survivor Pension (if you are married);
- (3) 66 2/3% Joint and Survivor Pension (if you are married);
- (4) 75% Joint and Survivor Pension (if you are married); and
- (5) 100% Joint and Survivor Pension (if you are married).

Effective April 28, 2008, and continuing until the Fund is no longer prohibited under applicable law from offering a Level Income Option form of benefit, *Participants* may not elect to receive their pension benefits in the form of Level Income Option pension.

Once you elect your form of benefit, you have 14 days after you receive your first benefit payment to change your mind regarding the form of benefit you elected, if you have not changed your marital status or had a significant change in your health during those 14 days.

Lump Sum Amount

If the total present value of your pension benefit is \$5,000 or less when you elect to receive your benefit, you will receive one lump sum payment in lieu of monthly benefit payments. If such benefit is payable to your *Spouse* as a survivor benefit, he or she may choose to receive the benefit as a lump sum or in monthly payments. The amount of any lump sum benefit will be determined in accordance with the actuarial assumptions required by law.

Under federal law, the Plan permits you to directly transfer or rollover all or a portion of certain payments, such as lump sum payments, to another qualified *pension plan* or IRA that accepts such rollovers. You will be notified upon your retirement if these rules apply to you. The Fund will provide the special forms, including any consent forms, that you and your *Spouse* are required to complete to let the Fund know how you want your payment to be handled.

An eligible rollover distribution must be at least \$200 and is subject to certain other restrictions. **Monthly** pension benefit payments are **not** eligible rollover distributions.

Single Life Annuity

The Single Life Annuity is the automatic form of benefit if you are not married at the time of your retirement. You will receive a benefit each month for your lifetime, and the benefit will end in the month you die, unless you have received fewer than 60 monthly benefits. In that case, the Five Year Certain Benefit may be payable. See page 35.

50% Joint and Survivor Pension and Other Optional Forms of Joint & Survivor Pension

The 50% Joint and Survivor Pension, also called the Automatic Post-Retirement Surviving *Spouse* Pension, is the automatic form of benefit if you are married at the time of your retirement. Your monthly pension benefit is automatically reduced and one half of that reduced pension will be payable to your *Spouse* after your death. The amount of reduction depends on your age and that of your *Spouse* at the time you retire. It is the form mandated by law for married *Participants*. Your *Spouse* will be entitled to a monthly pension beginning on the first of the month following the month in which you, the *Pensioner*, die and continuing for the *Spouse's* lifetime, with the last monthly payment to the *Spouse* on the first day of the month in which the *Spouse's* death occurs.

You and your *Spouse* can elect to waive this form within 90 days before the starting date of your pension. You and your *Spouse* also can waive this form up to 14 days after the start of the pension and you can elect a different benefit form, provided that, during the period from your Annuity Starting Date to the date 14 days after you receive your first benefit payment: (1) you have not experienced a change in marital status; or (2) you or your *Spouse* have not experienced a significant change in health.

To waive the 50% Joint and Survivor Pension form of payment, you must file a waiver form with the Fund office including the signed consent of your *Spouse*. This form must be notarized. No spousal consent will be required if it is demonstrated to the satisfaction of the Trustees that (1) you have no *Spouse*, (2) your *Spouse* cannot be located, (3) you and your *Spouse* are legally separated, or (4) you have been abandoned by your *Spouse* as confirmed by court order.

If you and your *Spouse* elect to waive the 50% Joint and Survivor benefit form, you may change your mind and elect to receive a 50% Joint and Survivor benefit at any point within 14 days after benefits start, without the consent of your *Spouse*.

There are three other forms of the Joint and Survivor Pension. One is the 66 2/3% Joint and Survivor Pension. This means that your pension amount will be actuarially reduced so that 66 2/3% of the pension amount you were receiving can continue to your *Spouse* after your death. Another is the 75% Joint and Survivor Pension. This means that your pension amount will be actuarially reduced so that 75% of the pension amount you were receiving can continue to

your *Spouse* after your death. Finally, there is the 100% Joint and Survivor Pension, in which your pension is reduced so that your *Spouse* can receive the same amount you were receiving before your death. You do not need your *Spouse's* consent to choose one of these other forms of the Joint and Survivor Pension

If you elect to receive your pension in any Joint and Survivor Pension form and your *Spouse* dies before you, your pension benefits will not increase and no further benefits will be payable on your behalf after your death.

There is a factor table in this booklet that will help you estimate the amount your monthly pension benefit would be under the 50% Joint and Survivor Pension form of payment. See **Table A** on page 56.

Example

Mr. Smith retires at age 65 after 30 years of full time *Benefit Service*. He is married and his wife is then age 60. If he elects **not** to receive the 50% Joint and Survivor Pension, his monthly pension will be \$1,000. The \$1,000 per month will be paid to him as long as he lives. If he qualifies for the Five Year Certain Benefit, and he has not received at least 60 monthly payments as of his date of death, his beneficiary will receive the remainder of those 60 payments.

If Mr. Smith and his wife did not waive 50% Joint and Survivor Pension, his monthly pension would be reduced for as long as he lives (with the Five Year Certain Benefit, if applicable). From Table A, the factor applicable to him and his wife is 0.8729. His pension is $\$1,000 \times 0.8729 = \872.90 in the 50% Joint and Survivor Pension form of payment. After Mr. Smith's death and after the Five Year Certain Benefit expires, Mrs. Smith would receive \$436.45 per month for the rest of her life.

If your *Spouse* dies before you, your monthly benefit will **not** increase as a result of your *Spouse's* death and your pension benefits (except the Five Year Certain Benefit) will terminate upon your death even though the 50% Joint and Survivor Pension was in effect. The 50% Joint and Survivor Pension is not available to a *Spouse* you marry after your retirement.

Level Income Option

Effective April 28, 2008, and continuing until the Fund is no longer prohibited under applicable law from offering a Level Income Option form of benefit, *Participants* may not elect to receive their pension benefits in the form of Level Income Option pension.

Five Year Certain Benefit

A Normal, Early Disability, or Deferred *Vested* Retirement Pension payable in the form of a Single Life Annuity will continue for your lifetime, the last

payment being payable on the first day of the calendar month of your death. However, if your last *Participating Employer* was contributing at a Tier I contribution rate or the highest Tier II hourly contribution rate, you became a *Participant* on or after January 1, 1982, and you die before receiving 60 monthly pension payments (five years of payments), the remainder of those 60 payments will be paid to your designated beneficiary.

You do not have to be married to enjoy this benefit. The designated beneficiary can be any person you choose. However, if you are married, and you would like to name a beneficiary other than your *Spouse*, your *Spouse* must consent to the person you name as your designated beneficiary. If the person you have designated is not living at the time this benefit would begin, the benefit will be paid to one of the following categories of persons, in this order:

- (1) your *surviving Spouse*;
- (2) the eldest of your surviving children, including legally adopted children;
- (3) the eldest of your surviving parents;
- (4) the eldest of your surviving brothers or sisters;
- (5) the eldest of your surviving grandchildren;
- (6) the eldest of your surviving nieces and nephews
- (7) the person who legally assumed a financial obligation for your care; or
- (8) your estate.

Example

Ms. Jones retires on a Single Life Annuity and meets all the above conditions. She receives 35 monthly pension payments before her death. Her designated beneficiary will receive the remaining 25 pension payments.

Pre-Retirement *Spouse's* Pension

If you are a married *Participant* with at least five years of Vesting Service (or you have attained age 65 regardless of service), your *Spouse* to whom you have been married for at least one year on the date of your death is eligible to receive a Pre-Retirement *Spouse's* Pension if you die before your Pension begins.

If your death occurs after you have met the requirements to start receiving a pension under the Plan, your *Spouse's* pension will be payable immediately following your death; otherwise, it will be payable beginning at the age when you would have met the requirements for an immediate pension. Payments to your *spouse* may be deferred if your *spouse* so requests. However, they cannot defer payment past December 31st of the year in which you would have reached age 70 ½. If payments are deferred, the amount of the benefit will be actuarially adjusted to reflect the later age of the *Spouse* at the time the benefit commences.

The amount of the pension will be one-half the amount you would have received if you had retired on the date your *Spouse's* pension is to begin (based on your

pension accrued at your death and the election of the 50% Joint and Survivor Pension).

Former Active *Participants* Entitled to a Deferred *Vested* Retirement Pension

If you completed an *Hour of Service* on or after August 23, 1984 and thereafter stopped working in *Covered Employment*, and you are entitled to a Deferred *Vested* Retirement Pension, your *Spouse* will be entitled to the same Pre-Retirement *Spouse's* Pension coverage described above for active *Participants*, provided you and your Spouse had been married throughout the one year period ending on your date of death. This coverage is automatic; you do not have to apply for it. However, the Fund office must be notified of your death before the benefit can be paid.

Annuity Death Benefit

Effective April 28, 2008, and continuing until the Fund is no longer prohibited under applicable law from paying Death Benefits in the form of a lump sum, your beneficiary will be entitled to receive an Annuity Death benefit upon your death. **(Note: Deferred *Vested Participants* are not eligible for the Annuity Death Benefit).** Only one death benefit is payable on a *Pensioner's* behalf.

The Annuity Death Benefit will be paid to your beneficiary in the form of a monthly annuity continuing until the entire benefit has been paid. The amount of each monthly payment will equal the amount of the monthly benefit that you would have been paid had you elected to receive your benefit in the form of a Single Life Annuity.

The total value of the Death Benefit Annuity will be equivalent to (and will not exceed) the following applicable amount:

- \$2,500, if the majority of your *Benefit Service* is Tier I Full Time
- \$1,000, if the majority of your *Benefit Service* is Tier I Part Time or Tier II Full Time.
- \$500, if the majority of your *Benefit Service* is Tier II Part Time

Notwithstanding the foregoing, if you worked for Shoppers, Eddie's or Metro Basics, please contact the Fund for additional information on the Annuity Death Benefit payable to your beneficiary.

If you work for Giant or Safeway, and your last day of *Covered Employment* is on or after January 1, 2013, your Death Benefit will be payable under the terms of the Mid-Atlantic Pension Fund, and not under this Plan.

If the person you name as beneficiary is not living when you die, the death

benefit will be paid to one of the following categories of persons, in this order:

- (1) *your surviving Spouse*;
- (2) the eldest of your surviving children, including legally adopted children;
- (3) the eldest of your surviving parents;
- (4) the eldest of your surviving brothers or sisters;
- (5) the eldest of your surviving grandchildren;
- (6) the eldest of your surviving nieces and nephews
- (7) the person who legally assumed a financial obligation for your care; or
- (8) your estate.

For the purposes of an Annuity Death Benefit or the Five Year Certain Benefit, you may designate one person as a beneficiary and, one or more other person(s) as a contingent beneficiary, in writing in the form and manner required by the Trustees. You may change your designation at any time in the same manner. If you are married, you do not need your *Spouse's* consent to elect or change your beneficiary for the Annuity Death Benefit, but you do need spousal consent to change your beneficiary designation for the Five Year Certain benefit.

A beneficiary also may be designated in an order that has been entered by a court, provided that such order contains a clear designation of rights and is presented to the Fund before any payment is made to another person whom you designated as your beneficiary. A beneficiary designation made pursuant to a court order meeting the above requirements will supercede any prior or subsequent conflicting beneficiary designation that is filed with the Fund.

A beneficiary may waive his or her rights as a beneficiary under the Plan in an order that has been entered by a court, provided that such order contains a clear and unequivocal waiver of the beneficiary's rights and is presented to the Fund before payment is made to the beneficiary. A waiver in a court order meeting the above requirements will supercede any prior conflicting beneficiary designation that has been filed with the Fund. If a court order meeting the above requirements contains a waiver of rights by the beneficiary on file with the Fund office, and you subsequently die without naming a new beneficiary, any benefits payable on your behalf will be paid pursuant to the Plan as though you died without designating a beneficiary.

The Trustees will be the sole judges of the effectiveness of the designation, change, or waiver of a beneficiary under the Plan.

Commencement of Benefits

Benefit payments will begin with the first full calendar month in which you have met all the conditions entitling you to benefits, including the termination of your employment with a *Participating Employer* and the filing of an application for benefits. Unless you elect otherwise, benefit payments will begin no later than the 60th day after the close of the Plan Year in which the later of the following occur: (1) you reach *Normal Retirement Age* or (2) you terminate your employment with a *Participating Employer*, provided that you have filed an application for benefits. If you choose to begin receiving your benefit after your *Normal Retirement Age*, you may elect to:

- (1) Have your monthly benefit actuarially increased for each complete month that your benefit is not suspended between your *Normal Retirement Age* and your Annuity Starting Date; or
- (2) Receive, with your *spouse's* consent (if applicable), your accrued pension benefit determined as of your *Normal Retirement Age*, paid retroactive to your Annuity Starting Date.

You may elect to defer the commencement of benefits; however, benefit payments must begin on the later of: (1) April 1 of the calendar year following the calendar year in which you attained age 70½; or (2) the date you terminate *Covered Employment*.

The Internal Revenue Code requires the Fund to place limitations on the maximum amount of benefits that you can receive from the Fund. Based on the current benefit levels under the Plan, it is unlikely that your benefits would exceed these limits. If this limit applies to you, you will be notified by the Fund office.

The law also requires that if the Plan becomes “top heavy” (under special IRS rules), a more liberal vesting schedule and an additional minimum benefit formula would apply to all or part of your pension. If this situation occurs, you will be notified by the Fund office.

Right of Recovery/ Overpayments

If the Fund pays benefits to which you, your *Spouse*, alternate payee, beneficiary or other recipient are not entitled, the Fund has the right to recover such benefits. The Fund may recover these benefits by offsetting future benefits otherwise payable by the Fund to you, your *Spouse*, your alternate payee, or your beneficiary, to the extent permitted under law. For example, if you received the overpayment as the Fund *Participant*, the Fund may offset the future benefits payable by the Fund to you and to your *spouse* or beneficiary after your death. If the Fund made the overpayment to your former *spouse* as required by a qualified domestic relations order, the Fund may recover the overpayment from you and/or your former *spouse*. If you die before the Fund recoups the full amount of the overpayment, then the Fund will deduct the remaining amount of the overpayment from any uninsured death benefit or joint and survivor benefit otherwise payable to your *spouse* or beneficiary.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by you, your *Spouse*, alternate payee, beneficiary, or third party for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you, your *Spouse*, alternate payee, and beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment. You, your *Spouse*, alternate payee, and beneficiary agree to cooperate with the Fund by reimbursing all amounts due and agree to be liable to the Fund for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any overpayment and agree to pay interest at the rate as determined by the Trustees through the date that the Fund is paid the full amount owed.

In addition to the right to recover overpayments by offset, the Fund also has the right to recover overpayments by pursuing legal action against the party to whom the benefits were paid or the party on whose behalf they were paid. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any overpayment or the enforcement of any of the Fund's rights to repayment. By accepting benefits from the Fund, you, your *Spouse*, alternate payee, and beneficiary agree to waive any applicable statute of limitations defense available to any of you regarding the enforcement of any of the Fund's rights to recoup overpayments.

Health Benefits for Retirees

When you retire, you may be able to continue your health benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) described in the FELRA & UFCW Active Health and Welfare Plan's Summary Plan Description. COBRA is a federal law which allows *Participants* to continue health coverage in certain instances where they would otherwise lose it.

If you elect to waive your COBRA rights, you may continue to be eligible for benefits as a retired *Participant* if, at the time of your retirement, you are an eligible *Participant* in Program I (or have a majority of service under Program I) of the FELRA & UFCW Active Health and Welfare Plan and meet certain eligibility requirements.

You can get detailed information concerning your health benefits as a retiree from the FELRA & UFCW Retiree Health and Welfare Plan's Summary Plan Description. If you do not have one, please call or write the Fund office.

Employment After Retirement

Your pension benefit will be permanently suspended for each calendar month in which you are engaged in Prohibited Employment. A month of Prohibited Employment means any month in which you complete 40 or more *Hours of Service* in the same industry or craft in which *Employees* are covered under this Plan, within the geographic area covered by this Plan, at the time your pension began or would have begun. However, employment with a *Participating Employer*, or with an employer in a *pension fund* that has a reciprocal agreement with this Fund, is not considered Prohibited Employment.

When you retire, the Fund office will notify you of the Fund's rules regarding employment after retirement. If you become employed in Prohibited Employment after you retire, the Fund will send you a notice to advise you that your benefits are being suspended. The notice will tell you:

- (1) The reason(s) benefits are being suspended, the period of employment to which the suspension applies, the amount suspended, the amount of any offset, and the manner in which the Fund will make any offset;
- (2) A general description of the Plan's rules on suspension of benefits and a copy of the relevant Plan provisions;
- (3) A reference to the applicable Department of Labor regulations, Section 2530.203-3; and
- (4) The Fund's procedure for obtaining a review of the benefit suspension and a copy of the Summary Plan Description.

Once benefit payments are suspended, payments will resume no later than the first day of the third calendar month after the calendar month in which you stop Prohibited Employment.

If you were paid benefits during periods when you worked in Prohibited Employment, the Fund can recoup any overpayment of benefits by offsetting up to 100% of the first resumed benefit payment and up to 25% of each subsequent payment.

If you are not sure whether taking a certain job after retirement would result in suspension of your pension benefit, write or call the Fund office. You will be sent a form which asks you to describe the company you intend to work for and the nature of your duties. The form may then be sent to the Board of Trustees for a determination.

Qualified Domestic Relations Orders

When the Fund office receives any judgment, decree, or order (including approval of a property settlement agreement) that requires the Plan to pay benefits to an alternate payee pursuant to a state domestic relations law, the Plan will notify the *Participant* and the alternate payee of the receipt of that order and the procedures for determining whether it is a Qualified Domestic Relations Order (*QDRO*). You can request a copy of the Fund's *QDRO* procedures at any time from the Fund office, free of charge.

An alternate payee means any *Spouse*, former *Spouse*, child, or other dependent of a *Participant* recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan. To the extent provided in a *QDRO*, the former *Spouse* of a *Participant* can be treated as the surviving *Spouse* for purposes of joint and survivor annuities and pre-retirement surviving *Spouse* annuities if the former *Spouse* and *Participant* were married for at least one year as of the date of divorce. If the beneficiary named in an approved *QDRO* is different from the beneficiary listed on your pension beneficiary card, benefits will be paid to the beneficiary named in the *QDRO* as long as the *QDRO* is presented to the Fund before payment of the death benefits and provided it contains a clear designation of rights.

The Plan will honor an order as a *QDRO* if it meets the following requirements:

- It must relate to the provision of child support, alimony, or marital property rights to a *Spouse*, former *Spouse*, child, or other dependent of a *Participant*, and must be made pursuant to a state domestic relations law.
- It must clearly specify the name and last known address of the *Participant* and the mailing address of each alternate payee covered by the order.
- It must specify the amount or percentage of the *Participant's* benefits to be paid by the Plan to the alternate payee, or the manner in which the amount is to be determined.
- It must specify the number of payments or period to which the order applies, and each plan to which the order applies.

If there is a *QDRO* regarding your benefit under the Plan, you must provide a copy of the *QDRO* to the Fund office as soon as it is entered by the court. The Fund office also strongly recommends that you send a copy of any draft *QDRO* to the Fund office for review **before** it is entered by a court. The Fund office will review the order and tell you whether the Fund would honor the order as a *QDRO*. This step will save you money and time.

Tips on Retirement

- (1) About six months before you would like to retire, please call the Fund office at (800) 638-2972 and ask for a *Benefit Service* Request Form. Tell the Fund office the approximate date you would like to retire. The Fund office will research your service and send you an estimate within approximately 6 - 8 weeks.
- (2) Upon request, the Fund office will send you a pension application. After your application is processed, you'll receive a benefit election form and other information regarding the pension options available to you.
- (3) While the Fund has 90 days to make a determination with respect to your pension application, it usually takes about a month from the date you stop working to process your application, as all available *Benefit Service* up through the date of your retirement must be included in the benefit calculation, and your service must be confirmed with your *Participating Employer(s)*. Usually, you will receive your first pension check in the first week of the second month after you retire. Example: If you retire in December, you will likely receive your first check in the first week of February. This check will include your pension benefit for January. From then on, you should receive your pension check during the first week of each month.
- (4) Electronic Funds Transfer (EFT) is the option chosen by the majority of *Pensioners* because of its convenience. To use this option, you simply need to provide the Fund office with the bank routing number and other bank information for the account where you would like your deposit to go. A wire transfer then occurs on or about the first working day of every month. If you do not elect EFT, checks are mailed on the last working day of the month. If your mailed check is late, the Fund office must wait 10 days before putting a "stop pay" on your check, since there is sometimes a delay in the postal service.

Annual Retiree Information Form (RIF)

Shortly after you retire and each year thereafter, the Fund office will send you an annual Retiree Information Form (RIF). The form asks for basic information regarding your eligibility for pension benefits and your employment status, and gives you the opportunity to change your Beneficiary and your tax withholding. **You must complete and return this RIF each year to continue receiving your pension benefit. If you do not complete and return the annual RIF, your pension benefit may be suspended until the RIF is received.**

Claims Filing and Appeals Procedures

Filing a claim for pension benefits is easy. Call or write the Fund office for an application. The Fund office will send you all appropriate forms to complete the retirement process.

Benefits will not begin until you return a proper application, including a pension election form, to the Fund office and it is determined that you are eligible to receive the benefits. You must submit a birth certificate or other acceptable proof of age and any other information necessary to process your claim. At your request, the Fund office will withhold certain taxes from your monthly pension check. During the pension application process, the Fund office will send you a form which you must complete and return if you wish to have taxes withheld.

When you file a claim for pension benefits, while the Fund has 90 days to make a determination with respect to your pension application, we will begin to process it as soon as possible after you stop working and have supplied all the information the Fund office needs. If an extension is required for the processing of your pension claim, you will be notified of the extension within the original 90-day period. The extension notice will tell you why we require extra time and the approximate date that a decision on your claim is expected. A decision will be made with respect to your claim no more than 180 days from the date your claim is first filed with the Fund office.

Denial of a Claim

If your claim is denied, you will receive a written explanation that contains the following information:

- (a) The specific reason for the denial;
- (b) Reference to the specific provision of the Plan document or rule on which your denial is based;
- (c) A description of additional materials you would need to perfect your claim and an explanation of why the Fund needs this material;
- (d) The steps you must take if you want to have your denied claim reviewed, including the amount of time you have to do this; and
- (e) Your right to bring an action under ERISA if you decide to appeal and that appeal is denied.

Appeals

If your claim for benefits is partly or entirely denied, you (or your authorized representative) can appeal the denial to the Board of Trustees.

If you decide to appeal, you must make a written request for a review within 60 days after you receive the written claim denial. You should include in your written appeal all the facts regarding your claim as well as the reason(s) you feel the denial was incorrect. You may submit written comments, documents and other information relating to your claim. If you so request, you will receive reasonable access to and free copies of documents relevant to your claim.

You may name a representative to act on your behalf. To do so, you must notify the Fund in writing of the representative's name, address, and telephone number. You may, at your own expense, have legal representation at any stage of these review procedures. Regardless of the outcome of your appeal, neither the Board of Trustees nor the Fund will be responsible for paying any legal expenses which you incur during the course of your appeal.

The Board of Trustees, in making its decisions on claims and on appeal, will apply the terms of the Plan document, any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, applied consistently with respect to similarly situated claimants.

Who Decides Appeals

Appeals of denied pension claims are reviewed by the Board of Trustees of the Fund. Send your request for review of these claims to:

FELRA & UFCW Pension Fund
911 Ridgebrook Road
Sparks, Maryland 21152-9451
Attn: Board of Trustees

How Long the Review Takes

When the Board of Trustees reviews your claim, it will take into account all information you submit in making its decision. The Board of Trustees will make its decision at the next regular meeting following receipt of your appeal, unless there are special circumstances, in which case the Board of Trustees will decide the case at its second regular meeting following receipt of the appeal. If you submit your appeal less than 30 days before the next scheduled Board of Trustees meeting, the Board of Trustees will decide the case at the second scheduled meeting, or, if there are special circumstances, the third meeting after it receives your appeal. If the Board of Trustees requires a postponement of the decision to the next meeting, you will receive a notice describing the reason for the delay and an expected date of the decision.

The Board of Trustees will send you a notice of its decision within five days of the decision. If the Board of Trustees denies your appeal, the notice will contain the reasons for the decision, specific references to the Plan provisions on which the decision was based, notice that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the claim, and a statement of your right to bring a lawsuit under ERISA.

The decision of the Board of Trustees is final and binding.

If your claim is denied, in whole or in part, you are not required to appeal the decision. However, you must exhaust your administrative remedies by appealing the denial to the Board of Trustees before you can file a lawsuit against the Fund relating to your claim. You have a right to file suit under Section 502(a) of the Employee Retirement Income Security Act (“ERISA”), but failure to exhaust your administrative remedies under the Plan will result in the loss of your right to file suit.

Effective May 23, 2013, if you wish to file suit for a denial of a claim of benefits, you must do so within three years of the date the Trustees denied your appeal. For all other actions, you must file suit within three years of the date on which the violation of Plan terms is alleged to have occurred. Any suit against the Plan or the Trustees must be filed in the United States District Court for the District of Maryland. These rules apply to you, your *Spouse*, beneficiary or alternate payee.

Benefit Guaranty

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.

The PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent;
- Benefits that are not *vested* because you have not worked long enough
- Benefits that are not *vested*, or for which you do not qualify, because you have not met all of the requirements at the time the plan becomes insolvent; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money the Fund has and how much the PBGC collects from Employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan administrator or contact PBGC's Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington, D.C. 20005-4026, or call (800) 400-PBGC (7242). TTY/TDD users may call the federal relay service at (800) 877-8339 and ask to be connected to (800) 400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

Your Rights Under ERISA

As a *Participant* of the FELRA & UFCW Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The Board of Trustees complies fully with this law and encourages you to first seek assistance from the Fund office when you have questions or problems that involve the Plan.

ERISA provides that all *Participants* and beneficiaries are entitled to certain rights as outlined in the following information.

Receive Information about Your Plan and Benefits

You have the right to:

- Examine, without charge, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual reports (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. *Participants* may examine these documents without charge at the Plan Administrator's office and at other specified locations, such as *Union* halls and work sites where at least 50 *Participants* are employed.
- Obtain copies of all documents governing the Plan and other Plan information, upon written request to the Plan Administrator, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500) and updated summary plan descriptions. The 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* (age 65) and if so, what your benefits would be at *Normal Retirement Age* if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for *Participants*, ERISA imposes duties upon the people responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other Plan *Participants* and beneficiaries. No one, including your *Participating Employer*, your *Union*, or any other person, may fire you or

discriminate against you in any way for the purpose of preventing you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied in whole or in part or ignored, 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 a copy of plan documents or the last annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you a fine of up to \$110 a day until you receive them, unless the materials were not sent because of reasons beyond the control of the 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 Fund's decision or lack thereof concerning the qualified status of a Domestic Relations Order, you may file suit in federal court. If Plan fiduciaries ever 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 the 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 if it finds your claim is frivolous, for example.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Fund office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund office, you should contact the nearest area office of the Employee Benefits Security Administration (EBSA), 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, NW, Room N1513, Washington, DC 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (202) 693-8673.

Numbers and Addresses

Address all correspondence to:

FELRA & UFCW Pension Fund
911 Ridgebrook Road
Sparks, Maryland 21152-9451
Attn: Pension Department

Call the Fund office:

Toll Free: (800) 638-2972

Frequently Asked Questions

How do I get an estimate of my *Benefit Service* before I retire?

Ask the Fund office for a *Benefit Service* Request Form, fill it out, and return it. It takes about 6 - 8 weeks for your estimate to be researched and calculated because your *Benefit Service* is verified with your *Participating Employer(s)*. You can also print the form by logging on to www.associated-admin.com. Click on “Your Benefits” located at the left side of the page and select “FELRA & UFCW.” From the FELRA & UFCW page, you can open and print the “*Benefit Service* Request Form” located under “Downloads (Forms).”

Does the fact that I collect a pension interfere in any way with my Social Security?

No. You get both.

Do I contribute anything toward my pension?

No. Your pension is funded by contributions from your *Participating Employers* under the FELRA & UFCW Pension Fund. No part of your *Union* dues is paid to the *Pension Fund*.

How much should I have withheld from my pension benefit for taxes?

Every *Participant's* situation is different and the Fund office does not give advice on taxes. Please contact your tax advisor.

Why do I need my *Spouse's* birth certificate and marriage certificate when applying for my pension?

Under federal law, your *Spouse* is legally entitled to the survivor annuity portion of your pension under the 50% Joint and Survivor Pension Option, unless you and your *spouse* take the appropriate steps to waive this form of pension. The Fund requires the marriage license to prove that you and your *Spouse* are married, and the birth certificate as proof of age. The reduction factors involved in the calculation of this pension form are dependent upon your age and your *Spouse's* age.

Can I work after retirement?

Working after retirement may affect your benefits. See page 42 for more information. The Fund office sends a description of post-retirement work rules to *Participants* when they request pension applications, or the description can be sent upon request.

Can the Joint and Survivor Pension form be changed after my pension commences?

No type of pension can be changed once 14 days have passed since the first pension check was sent. In the case of a J&S Pension, the form of pension cannot be changed after this time even if your *Spouse* dies or in case of a divorce.

Do I get any increases to my pension after I retire (cost of living, etc.)?

Once you retire, the only way your benefit amount will increase is if any form of increase is negotiated in future collective bargaining on your behalf. There are no cost-of-living increases built into the pension benefit.

Does my Deferred *Vested Retirement Pension* accrue any interest over the years?

No. For deferred *Vested Participants* who are not yet eligible to collect a pension, the Deferred *Vested Retirement Pension* amount remains the same as when you left *Covered Employment*.

If a *Participant* is employed as a manager with a *Participating Employer*, does the Fund provide the pension benefits?

The Fund provides pension benefits for *Participants* who have had earned *Benefit Service* in the bargaining unit and under the Plan. If you go from the bargaining unit covered by the Plan into management with a *Participating Employer*, we process Fund benefits based on your time in the unit (assuming you qualify). If you were hired as a manager or outside the collective bargaining unit and have not had any time in the collective bargaining unit covered by the Plan, please contact your employer. Time in management with a *Participating Employer* (or outside the scope of the collective bargaining agreement) may count towards your eligibility for a pension, but does not count in the calculation of your pension amount (i.e. management time may be Vesting Service in certain situations, but is not *Benefit Service*, meaning it is not used to calculate the amount of your accrued pension benefit).

FELRA & UFCW Pension Fund
Participating Employers

Acme/Albertson's

Eddie's St. Paul

Metro/Basics

Giant Food, LLC

Safeway, Inc.

Shoppers Food Warehouse

Table A
Actuarial Factors Used Under the Plan to Convert Single Life Annuity to
50% Joint and Survivor Pension

If you do not have a *Spouse* on the date your pension commences or you and your *Spouse* have waived the 50% Joint and Survivor Pension, this table does not apply to you.

To determine the estimated amount of your monthly benefit under the 50% Joint and Survivor Pension, find the factor that applies to you on the following schedule based on your age and your *Spouse's* age on your birthday closest to the date your pension will commence.

<i>Participant's Age</i>	50% Joint and Survivor Pension						
	Eligible <i>Spouse's</i> Age						
	40	45	50	55	60	65	70
55	0.8742	0.8875	0.9024	0.9189	0.9349	0.9519	0.9658
56	0.8668	0.8807	0.8955	0.9129	0.9297	0.9477	0.9640
57	0.8591	0.8729	0.8894	0.9067	0.9245	0.9437	0.9611
58	0.8504	0.8649	0.8822	0.9002	0.9190	0.9395	0.9568
59	0.8423	0.8568	0.8738	0.8938	0.9137	0.9350	0.9537
60	0.8332	0.8484	0.8663	0.8862	0.9080	0.9297	0.9507
61	0.8247	0.8399	0.8586	0.8784	0.9015	0.9241	0.9463
62	0.8152	0.8310	0.8498	0.8717	0.8947	0.9186	0.9421
63	0.8055	0.8212	0.8408	0.8637	0.8878	0.9128	0.9378
64	0.7956	0.8122	0.8318	0.8546	0.8810	0.9072	0.9333
65	0.7855	0.8022	0.8227	0.8466	0.8729	0.9012	0.9280
66	0.7752	0.7929	0.8134	0.8382	0.8644	0.8942	0.9222
67	0.7648	0.7824	0.8037	0.8285	0.8570	0.8869	0.9167
68	0.7534	0.7717	0.7929	0.8185	0.8481	0.8793	0.9106
69	0.7426	0.7608	0.7829	0.8086	0.8380	0.8719	0.9050
70	0.7316	0.7497	0.7718	0.7985	0.8291	0.8630	0.8989

For example, your benefit will begin on your 62nd birthday and your *Spouse* is age 60 on that date. If your monthly benefit was paid in the form of a Single Life Annuity, your monthly pension would be \$1,000. To provide a monthly benefit to your *Spouse* after you die, you choose the 50% Joint and Survivor Pension and your monthly pension payment is reduced from \$1,000 to \$894.70 for your lifetime and, upon your death, your *Spouse* would receive \$447.35, (50% of \$894.70) for your *Spouse's* lifetime.

**Actuarial Factors Used Under the Plan to Convert Single Life Annuity to
66 2/3% Joint and Survivor Pension**

To determine the estimated amount of your monthly benefit under the 66 2/3% Joint and Survivor Pension, find the factor that applies to you on the following schedule based on your age and your *Spouse's* age on your birthday closest to the date your pension will commence.

Participant's Age	66 2/3% Joint and Survivor Pension						
	Eligible Spouse's Age						
	40	45	50	55	60	65	70
55	.8371	.8533	.8719	.8925	.9128	.9345	.9524
56	.8278	.8448	.8631	.8847	.9058	.9288	.9498
57	.8183	.8350	.8553	.8767	.8990	.9233	.9457
58	.8075	.8250	.8460	.8683	.8918	.9176	.9398
59	.7975	.8149	.8355	.8601	.8847	.9116	.9355
60	.7864	.8045	.8261	.8503	.8772	.9045	.9311
61	.7759	.7939	.8164	.8404	.8687	.8969	.9250
62	.7643	.7830	.8053	.8317	.8599	.8895	.9191
63	.7526	.7710	.7941	.8215	.8503	.8817	.9131
64	.7406	.7599	.7830	.8100	.8419	.8741	.9067
65	.7285	.7477	.7717	.7998	.8313	.8659	.8993
66	.7163	.7364	.7602	.7893	.8205	.8566	.8912
67	.7039	.7239	.7484	.7772	.8109	.8470	.8835
68	.6904	.7111	.7353	.7649	.7996	.8369	.8751
69	.6778	.6982	.7231	.7526	.7868	.8272	.8672
70	.6650	.6851	.7098	.7402	.7756	.8155	.8586

For example, your benefit will begin on your 62nd birthday and your *Spouse* is age 60 on that date. If your monthly benefit was paid in the form of a Single Life Annuity, your monthly pension would be \$1,000. To provide a monthly benefit to your *Spouse* after you die, you choose the 66 2/3% Joint and Survivor Pension and your monthly pension payment is reduced from \$1,000 to \$859.90 for your lifetime and, upon your death, your *Spouse* would receive \$573.20, (66 2/3% of \$859.90) for your *Spouse's* lifetime.

**Actuarial Factors Used Under the Plan to Convert Single Life Annuity to
75% Joint and Survivor Pension**

To determine the estimated amount of your monthly benefit under the 75% Joint and Survivor Pension, find the factor that applies to you on the following schedule based on to your age and your *Spouse's* age on your birthdays closest to the date your pension will commence.

	75% Joint and Survivor Pension						
<i>Participant's</i> Age	<i>Eligible Spouse's</i> Age						
	40	45	50	55	60	65	70
55	.8195	.8371	.8572	.8798	.9018	.9257	.9458
56	.8094	.8278	.8476	.8710	.8942	.9195	.9426
57	.7991	.8172	.8389	.8622	.8865	.9132	.9378
58	.7876	.8064	.8289	.8531	.8786	.9068	.9314
59	.7768	.7953	.8175	.8439	.8707	.9002	.9263
60	.7647	.7840	.8071	.8333	.8625	.8920	.9213
61	.7535	.7725	.7965	.8225	.8530	.8838	.9145
62	.7410	.7609	.7846	.8128	.8432	.8753	.9077
63	.7284	.7480	.7726	.8018	.8334	.8668	.9008
64	.7157	.7361	.7605	.7894	.8233	.8581	.8938
65	.7029	.7230	.7482	.7781	.8118	.8492	.8852
66	.6899	.7109	.7359	.7666	.8000	.8387	.8763
67	.6769	.6975	.7233	.7537	.7894	.8280	.8674
68	.6627	.6840	.7094	.7406	.7772	.8171	.8582
69	.6494	.6704	.6964	.7272	.7635	.8060	.8490
70	.6359	.6566	.6822	.7138	.7510	.7934	.8397

For example, your benefit will begin on your 62nd birthday and your *Spouse* is age 60 on that date. If your monthly benefit was paid in the form of a Single Life Annuity, your monthly pension would be \$1,000. To provide a monthly benefit to your *Spouse* after you die, you choose the 75% Joint and Survivor Pension and your monthly pension payment is reduced from \$1,000 to \$843.20 for your lifetime and, upon your death, your *Spouse* would receive \$632.40, (75% of \$843.20) for your *Spouse's* lifetime.

**Actuarial Factors Used Under the Plan to Convert Single Life Annuity to
100% Joint and Survivor Pension**

To determine the estimated amount of your monthly benefit under the 100% Joint and Survivor Pension, find the factor that applies to you on the following schedule based on to your age and your *Spouse's* age on your birthdays closest to the date your pension will commence.

		100% Joint and Survivor Pension						
		Eligible Spouse's Age						
Participant's Age		40	45	50	55	60	65	70
55		.7715	.7924	.8165	.8440	.8714	.9014	.9267
56		.7595	.7811	.8047	.8332	.8616	.8931	.9225
57		.7472	.7683	.7942	.8222	.8520	.8851	.9163
58		.7335	.7553	.7820	.8109	.8419	.8768	.9075
59		.7208	.7422	.7681	.7997	.8320	.8681	.9009
60		.7068	.7290	.7558	.7866	.8216	.8579	.8943
61		.6938	.7155	.7432	.7734	.8098	.8470	.8851
62		.6795	.7019	.7290	.7618	.7978	.8365	.8764
63		.6651	.6869	.7147	.7485	.7854	.8254	.8673
64		.6507	.6732	.7007	.7335	.7733	.8146	.8578
65		.6362	.6583	.6865	.7204	.7591	.8032	.8469
66		.6217	.6446	.6722	.7068	.7448	.7903	.8351
67		.6071	.6297	.6577	.6916	.7322	.7770	.8239
68		.5916	.6146	.6419	.6762	.7175	.7633	.8118
69		.5771	.5995	.6273	.6610	.7012	.7501	.8003
70		.5626	.5843	.6116	.6458	.6868	.7347	.7881

For example, your benefit will begin on your 62nd birthday and your *Spouse* is age 60 on that date. If your monthly benefit was paid in the form of a Single Life Annuity, your monthly pension would be \$1,000. To provide a monthly benefit to your *Spouse* after you die, you choose the 100% Joint and Survivor Pension and your monthly pension payment is reduced from \$1,000 to \$797.80 for your lifetime and, upon your death, your *Spouse* would receive \$797.80, (100% of \$797.80) for your *Spouse's* lifetime.

FELRA & UFCW Pension Fund
Table B–Full Time

If you have an *hour of service* after January 1, 2013, for Years of *Benefit Service* Earned in Excess of 30, the monthly pension of a Tier I *Participant* will be (1) \$54 for full time Future Service Credit for which a full time monthly contribution rate of \$168.38 is applicable at retirement and (2) will be \$37 for part time Future Service Credit. For contribution rates and benefit accruals applicable to *Participants* who retired before January 1, 2013, please review the Plan document and/or SPD in effect at that time of retirement.

Company	Local	Tier	Group	Contribution Rates as of January 1, 2013	Monthly Benefit for Participants with Service on or After 1/1/2013
Acme	27	I	FT Groc. hired before 3/6/83	\$1,156.63/mo	\$47.00
Acme	27	II	FT Groc. hired on or after 3/6/83	\$1.71/hr	\$25.00
Acme	27	I	FT Meat hired before 7/16/84	\$1,156.63/mo	\$47.00
Acme	27	II	FT Meat hired on or after 7/16/84	\$1.71/hr	\$25.00
Acme	27	II	FT Pharmacy Clerk/ Tech Hired after 7/16/84	\$.90	\$15.00
Metro/ Basics	27	II	FT Meat former Big Value <i>Employee</i> with 10 or more years Vesting Service	\$1.54/hr	\$20.00
Metro/ Basics	27	II	FT Groc. former Big Value <i>Employee</i> with 10 or more years Vesting Service	\$1.54/hr	\$20.00
Eddie's	27	II	St. Paul–FT Groc. Hired before 1/1/85	\$2.30/hr	\$31.33
Giant	27	I	FT Groc. hired before 1/15/82	\$831.32/mo	\$47.00
Giant	27	I	FT Meat hired before 10/9/83	\$831.32/mo	\$47.00
Giant	27	II	FT Groc. hired on or after 1/15/82	\$1.47/hr	\$25.00
Giant	27	II	FT Meat hired on or after 10/9/83	\$1.47/hr	\$25.00
Giant	27	II	FT Service Clerks	\$.73/hr	\$15.00
Giant	27	I	FT Pharmacy hired before 8/28/77	\$831.32/mo	\$47.00

Company	Local	Tier	Group	Contribution Rates as of January 1, 2013	Monthly Benefit for Participants with Service on or After 1/1/2013
Giant	27	II	FT Super G Delaware	\$1.47/hr	\$25.00
Giant	400	I	FT Groc hired before 10/23/83	\$831.32/mo	\$47.00
Giant	400	I	FT Meat hired before 10/23/83	\$831.32/mo	\$47.00
Giant	400	II	FT Groc. hired on or after 10/23/83	\$1.47/hr	\$25.00
Giant	400	II	FT Meat hired on or after 10/23/83	\$1.47/hr	\$25.00
Giant	400	I	FT NF hired before 3/1/64	\$831.32/mo	\$47.00
Giant	400	I	FT NF hired between 3/1/64 and 8/28/77	\$498.09/mo	\$31.33
Giant	400	II	FT Service Clerks	\$0.73/hr	\$15.00
Giant	400	II	FT Pharmacy Clerk hired after 10/23/83	\$1.47/hr	\$25.00
Giant	400	II	Free Standing Pharmacy Clerk	\$1.47/hr	\$25.00
Giant	400	II	FT Lexington Park	\$1.47/hr	\$25.00
Giant	400	II	FT Freshgo	\$1.47/hr	\$25.00
Giant	400	II	FT Valley	\$1.47/hr	\$25.00
Safeway	27	I	FT Groc. hired before 5/1/83	\$831.32/mo	\$47.00
Safeway	27	I	FT Meat hired before 10/9/83	\$831.32/mo	\$47.00
Safeway	27	II	FT Groc. hired on or after 5/1/83	\$1.47/hr	\$25.00
Safeway	27	II	FT Meat hired on or after 10/9/83	\$1.47/hr	\$25.00
Safeway	27	II	FT Service Clerks	\$.73/hr	\$15.00
Safeway	27	II	Dover & Delaware	\$1.47/hr	\$25.00
Safeway	400	I	FT Groc. hired before 10/30/83	\$831.32/mo	\$47.00
Safeway	400	I	FT Meat hired before 10/30/83	\$831.32/mo	\$47.00
Safeway	400	II	FT Groc. hired on or after 10/30/83	\$1.47/hr	\$25.00
Safeway	400	II	FT Meat hired on or after 10/30/83	\$1.47/hr	\$25.00
Safeway	400	II	FT Service Clerks	\$1.47/hr	\$25.00
Shoppers Food Warehouse (Jumbo)	400	I	FT Meat hired before 11/2/83	\$618.36/mo	\$26.11

**FELRA & UFCW Pension Fund
Table B–Part Time**

Company	Local	Tier	Group	Contribution Rates as of January 1, 2013	Monthly Benefit for Participants With Service On or After 1/1/2013
Acme	27	I	PT Groc. hired before 3/6/83	\$428.23/mo	\$32.00
Acme	27	II	PT Groc. hired on or after 3/6/83	\$1.71/hr	\$15.00
Acme	27	I	PT Meat hired before 7/16/84	\$428.23/mo	\$32.00
Acme	27	II	PT Meat hired on or after 7/16/84	\$1.71/hr	\$15.00
Acme	27	II	PT Pharmacy Clerk/Tech Hired after 7/16/84	\$.90	\$10.00
Metro/ Basics	27	II	PT Groc. former Big Value <i>Employee</i> with 10 or more Years Vesting Service	\$1.54/hr	\$10.00
Giant	27	I	PT Groc. hired before 1/15/82	\$307.79/mo	\$32.00
Giant	27	I	PT Meat hired before 10/9/83	\$307.79/mo	\$32.00
Giant	27	II	PT Groc. hired on or after 1/15/82	\$1.47/hr	\$15.00
Giant	27	II	PT Meat hired on or after 10/9/83	\$1.47/hr	\$15.00
Giant	27	II	PT Service Clerks	\$.73/hr	\$10.00
Giant	27	I	PT Pharmacy Clerk hired before 8/28/77	\$307.79/mo	\$32.00
Giant	27	II	PT Super G Delaware	\$1.47/hr	\$15.00
Giant	400	I	PT Groc hired before 10/23/83	\$307.79/mo	\$32.00
Giant	400	I	PT Meat hired before 10/23/83	\$307.79/mo	\$32.00

Company	Local	Tier	Group	Contribution Rates as of January 1, 2013	Monthly Benefit for Participants With Service On or After 1/1/2013
Giant	400	I	PT NF hired before 8/28/77	\$307.79/mo	\$32.00
Giant	400	II	PT Groc. hired on or after 10/23/83	\$1.47/hr	\$15.00
Giant	400	II	PT Meat hired on or after 10/23/83	\$1.47/hr	\$15.00
Giant	400	II	PT Pharmacy Clerks hired after 10/23/83	\$1.47/hr	\$15.00
Giant	400	II	PT Lexington Park	\$1.47/hr	\$15.00
Giant	400	II	PT Freshgo	\$1.47/hr	\$15.00
Giant	400	II	PT Valley	\$1.47/hr	\$15.00
Safeway	27	I	PT Groc. hired before 5/1/83	\$307.79/mo	\$32.00
Safeway	27	I	PT Meat hired before 10/9/83	\$307.79/mo	\$32.00
Safeway	27	I	PT Pharmacy hired before 8/28/77	\$307.79/mo	\$32.00
Safeway	27	II	PT Groc. hired on or after 5/1/83	\$1.47/hr	\$15.00
Safeway	27	II	PT Meat hired on or after 10/9/83	\$1.47/hr	\$15.00
Safeway	27	II	PT Service Clerks	\$.73/hr	\$10.00
Safeway	27	II	Dover & Delaware	\$1.47/hr	\$15.00
Safeway	400	I	PT Groc. hired before 10/30/83	\$307.79/mo	\$32.00
Safeway	400	I	PT Meat hired before 10/30/83	\$307.79/mo	\$32.00
Safeway	400	I	PT Pharmacy hired before 8/28/77	\$307.79/mo	\$32.00
Safeway	400	II	PT Groc. hired on or after 10/30/83	\$1.47/hr	\$15.00

Company	Local	Tier	Group	Contribution Rates as of January 1, 2013	Monthly Benefit for Participants With Service On or After 1/1/2013
Safeway	400	II	PT Meat hired on or after 10/30/83`	\$1.47/hr	\$15.00
Safeway	400	II	PT Service Clerks	\$.73/hr	\$10.00

**FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION
AND
UNITED FOOD AND COMMERCIAL WORKERS
PENSION PLAN**

Amended and Restated Effective January 1, 2009

(except as otherwise provided)

Table of Contents

	Page
ARTICLE I	Definitions.....1
ARTICLE II	Participation6
ARTICLE III	Credit For Service9
ARTICLE IV	Pension Benefits.....15
ARTICLE V	Payment of Benefits28
ARTICLE VI	Employer Contributions36
ARTICLE VII	Administration of the Plan37
ARTICLE VIII	Amendment or Termination.....38
ARTICLE IX	Construction, Review of Claims, Mergers.....39
ARTICLE X	Top-Heavy Provisions.....41

**FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION
AND
UNITED FOOD AND COMMERCIAL WORKERS
PENSION PLAN**

**Amended and Restated Effective January 1, 2009
(except as otherwise provided)**

INTRODUCTION

Except as otherwise provided, the terms of this Amended and Restated Plan shall apply to Employees or Participants with an Hour of Service on or after January 1, 2009. The rights and benefits, if any, of a former Employee or Participant shall be determined in accordance with the terms of the Plan in effect on the latest date the Employee or Participant performed an Hour of Service in Covered Employment.

**ARTICLE I
Definitions**

Section 1.1 Benefit Service means for each Participant at any given date his total service (both Full-Time and Part-Time) on such date, determined pursuant to Article III hereof.

Section 1.2 Break In Service Year

- (a) Break In Service Year means a Plan Year (other than the year in which the Participant first accrued a month of Future Service Credit) during which a Participant did not accrue either (1) three (3) or more months of Future Service Credit, or (2) three hundred seventy-six (376) or more Regular Time Hours with an Employer hereunder, or (3) five hundred one (501) or more Hours of Service with an Employer hereunder, provided that if the Participant did not accrue the requisite amount under either (1) or (2) above in such Plan Year, then the total of the number of his months of Future Service Credit during such Plan Year shall be multiplied by one hundred ninety (190) Hours of Service and such product shall be added to the number of hours determined under (3) above for months in such Plan Year that are not included in his Future Service Credit to determine if the Participant has five hundred one (501) or more Hours of Service with an Employer hereunder.
- (b) Solely to prevent a Break In Service Year from occurring, a Participant shall be given credit for up to (1) three (3) months of Future Service Credit, or (2) three hundred seventy-six (376) Regular Time Hours with an Employer, or (3) five hundred one (501) Hours of Service, as the case may be, for any absence from work beginning after December 31, 1986 by reason of (A) the pregnancy of the Participant, (B) the birth of a child or the adoption of a child by the Participant, or (C) the care of a Participant's child immediately after its birth or adoption. For purposes of this subsection, the Participant shall be credited with the Hours or months of Service that otherwise would normally have been credited but for the absence, or in cases in which it is not possible to determine such service, with eight (8) Hours of Service for each

business day during such absence.

- (c) To the extent required by federal law, solely for purposes of determining whether a Break In Service Year has occurred, a Participant shall be given credit for up to (1) three (3) months of Future Service Credit, or (2) three hundred seventy-six (376) Regular Time Hours with an Employer, or (3) five hundred one (501) Hours of Service, or such other periods of time as required by law, as the case may be if he is absent from work because of a period of leave as provided under the Family Medical Leave Act of 1993, as amended. Periods of such leave shall not be taken into account for any other purpose under this Plan, except to the extent required by federal law.

For purposes of this subsection, service for one of the permitted leaves of absence shall be credited in the Plan Year of the absence if needed to prevent a Break In Service Year, or in any other case, the following year. The Plan may require proof from the Participant that the absence was for one of the reasons referred to in this paragraph or of the number of days for which there was such an absence.

Section 1.3 Code shall mean the Internal Revenue Code of 1986, as amended.

Section 1.4. Collective Bargaining Agreement means an agreement or agreements between an Employer and the Union requiring contributions to the Fund.

Section 1.5 Covered Employment means the employment performed by an Employee for which the Employer is obligated to pay contributions to the Pension Fund under a Collective Bargaining Agreement or other written agreement.

Section 1.6 Effective Date means, as to the original group of Employers, January 1, 1973 and as to each other Employer, the date of such Employer's first obligation to make contributions to this Fund in accordance with a Collective Bargaining Agreement.

Section 1.7 Employee as used herein shall mean any person covered by Collective Bargaining Agreements between an Employer and the Union and who is engaged in employment with respect to which the Employer is obligated to make contributions to the Pension Fund. The term "Employee" shall also include any employee of the Union covered by a Participation Agreement and who is engaged in employment with respect to which the Union is obligated to make contributions to the Fund and is admitted to participation by the Trustees. Employees cannot be owners or partners of unincorporated entities or independent contractors.

Section 1.8 Employer means all employer members of the Association who have signed Collective Bargaining Agreements and any amendments thereto and renewals thereof with the Union, obligating said employers to make payments into the Pension Fund. The term "Employer" shall also include each and all employers that have signed a Collective Bargaining Agreement with the Union or have executed a Participation Agreement, and any amendments thereto and renewals thereof, obligating said employers to make payments into the Fund, and to be bound to this Agreement and that have been accepted for participation in the Fund by the Board of Trustees. For the limited purpose of permitting Employees of the Union to participate in the Pension Fund, and

only for such purpose, the term “Employer” shall also include a Union if such organization has executed a Participation Agreement, is accepted for participation in the Fund by the Board of Trustees and makes contributions to the Fund as required by the Participation Agreement.

Section 1.9 ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Section 1.10 Highly Compensated Employee will be determined in accordance with Section 414(q) of the Internal Revenue Code and the regulations thereunder including, if elected by the Employer, the requirement that the Employee be in the top 20% of Employees ranked on the basis of compensation received during such preceding year.

Section 1.11 Hour of Service means each hour of service for an Employer hereunder for which an Employee is directly or indirectly paid by his Employer for the performance of duties and for reasons other than the performance of duties, including, for example, regular time, vacations, holidays, illness, incapacity (including disability), jury duty, military duty or leave of absence, but not including any periods of time during which he is receiving only Worker’s Compensation or Unemployment Compensation benefits. It shall also mean each hour of service for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. Hours under this Section will be calculated and credited pursuant to Sections 2530.200b-2 and 2530.210 of the Department of Labor Regulations, incorporated herein by this reference. For the purpose of determining Hours of Service for eligibility and vesting purposes, Hours shall include hours in Covered Employment, hours in non-Covered Employment when the Employee moves from non-Covered Employment to Covered Employment for the same Employer, and hours in non-Covered Employment when the Employee moves from Covered Employment to non-Covered Employment for the same Employer, in accordance with Section 2530.210 of the Department of Labor Regulations.

Section 1.12 Normal Retirement Age

“Normal Retirement Age” means the later of:

- (a) the date a Participant attains age sixty-five (65), or
- (b) in the case of a Participant who commences participation in the Plan within five (5) years before attaining age sixty-five (65) under the Plan, the fifth (5th) anniversary of the date the Participant commences participation in the Plan.

Upon reaching Normal Retirement Age, a Participant’s interest in his accrued benefit shall be nonforfeitable to the extent required by law.

Section 1.13 Participant shall mean any Employee who is in the employ of an Employer as herein defined, and who has completed his probationary period when a probationary period is required by the Collective Bargaining Agreement. When an Employee becomes a Participant, he shall be deemed to have been a Participant during the said probationary period.

Section 1.14 Pension Fund or Fund means the Food Employers Labor Relations Association and

United Food and Commercial Workers Pension Fund.

Section 1.15 Pension Plan or Plan means the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan established and maintained pursuant to the Trust Agreement, as amended.

Section 1.16 Pensioner means a former Employee who has been approved for a pension under the Pension Plan, or who has become eligible for a pension under the Pension Plan, and who, during his lifetime, has filed an application for such pension.

Section 1.17 Plan Year means the twelve (12) month period beginning on a January 1, with the twelve (12) month period beginning January 1, 1976 being the first such Plan Year.

Section 1.18 Prior Baltimore Plan means the pension plan, and any amendments thereto, in effect on December 31, 1972, for the Baltimore FELRA and Retail Clerks Pension Fund. “Prior Washington Plan” means the pension plan, and any amendments thereto, in effect on December 31, 1972, for the Retail Store Employees Union Local 400 and Subscribing Employers Pension Fund. “Local 117 Plan” means the pension plan, and any amendments thereto, in effect immediately prior to the merger into this Plan of the Baltimore FELRA and Meatcutters Pension Fund. “Local 593 Plan” means the pension plan, and any amendments thereto, in effect immediately prior to the merger into this Plan of the Amalgamated Meat Cutters and Allied Workers Local Union 593 and Subscribing Employers Pension Fund. Each of the foregoing may also be referred to as a Prior Plan or, collectively, as the Prior Plans.

Section 1.19 QDRO shall mean a “qualified domestic relations order” within the meaning of Section 206(d)(3) of ERISA.

Section 1.20 Regular Time Hours means, in the case of each Participant for whom contributions are made hereunder on an hourly basis, each hour worked for an Employer in Covered Employment except hours for which a premium rate is paid because such hours are in excess of the maximum work week applicable to an Employee under Section 7(a) of the Fair Labor Standards Act of 1938, as amended, or because such hours are in excess of a bona fide standard work week or workday.

Section 1.21 Spouse shall mean the person to whom the Participant is legally married. For the purpose of the Pre-Retirement Survivor’s Annuity, the Spouse shall mean the person to whom the Participant is married on the date of death and for the twelve (12) months preceding the date of death. For the purpose of the Automatic Post-Retirement Surviving Spouse Pension, Spouse shall mean the person to whom the Participant is married on the Annuity Starting Date and for the twelve (12) months preceding the later of the Annuity Starting Date or the date of the Participant’s death, in accordance with Treasury Regulation Section 1.401(a)-20. Spouse also shall mean a spouse or former spouse as provided under a QDRO.

Section 1.22 Trust Agreement means the Restated Agreement and Declaration of Trust of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund, made and entered into effective as of July 1, 2000, and as amended.

Section 1.23 Union means (but only for the purposes of this Pension Plan and the Agreement and Declaration of Trust) Locals No. 27, No. 400 and No. 1776 of the United Food and Commercial Workers International Union, AFL-CIO, or their successors, resulting from combination, consolidation or merger.

Section 1.24 Vested Participant shall mean a Participant with five (5) or more years of Vesting Service.

Section 1.25 Vesting Service means for each Participant the sum of (a) his Benefit Service under the Plan through December 31, 1975 (as determined under Article III of the Plan as then in effect) plus (b) his service after such date, which shall be credited at the rate of:

- (a) one (1) month for each month of his Future Service Credit in such Plan Year, provided that if the number of such months in a Plan Year is five (5) or more, he shall be credited with twelve (12) months of Vesting Service for such year, or
- (b) one (1) year for each Plan Year of his Future Service Credit in which he performs at least seven hundred fifty (750) Regular Time Hours or at least one thousand (1,000) Hours of Service as a full-time or part-time Employee for an Employer hereunder, except that
- (c) if the number of his months of Future Service Credit in a Plan Year is less than five (5) and he performs any Hours of Service for an Employer during any portion of such Plan Year which did not constitute Future Service Credit hereunder, then his months shall be multiplied by one hundred ninety (190) Hours of Service and such product shall be added to his Hours of Service to determine whether he has completed a year of Vesting Service in accordance with this Plan and Section 2530.210 of the Department of Labor Regulations.

ARTICLE II
Participation

Section 2.1

- (a) An Employee shall become a Participant following the earlier of the date for which the Employer first becomes obligated to make contributions on behalf of such Employee or the completion of twelve (12) months of employment.
- (b) All nonbargaining unit Employees in a classification eligible to participate in the Plan under the terms of the participation agreement between the Trustees and the Employer shall become Participants in accordance with Section 2.1(a).

Section 2.2

- (a) A Participant shall be considered a Participant and shall accrue Vesting Service but shall accrue no Benefit Service during the following periods of time:
 - (1) During any period following the date of a transfer of a Participant to or from a job classification that is outside the scope of the Collective Bargaining Agreement, but within the employment of an Employer.
 - (2) During any period immediately following the date of a transfer of a Participant to a job classification or job status that is within the scope of the Collective Bargaining Agreement but with respect to which the Employer is not required to make contributions to the Pension Fund for an employee within said job classification or job status.
 - (3) During any period during which the Participant serves the Union as an Employee, except that if the Union has obligated itself to make contributions to the Fund during such period, Benefit Service also shall accrue for such Participant.
 - (4) During any period of absence of a Participant who is unable to work anywhere in the type of employment covered under this Plan due to mental or physical disability, established to the satisfaction of the Trustees by such evidence as they may deem appropriate, provided the disabled Participant had five (5) or more years of Benefit Service immediately prior to the commencement of the period of absence.
- (b) A Participant shall also continue as a Participant and receive Vesting Service and Benefit Service during any period or periods of his Benefit Service after he became a Participant under this Plan or a prior Plan (up to an aggregate maximum of thirty (30) months) during which no contribution was received on his behalf by the Fund by reason of his absence from covered employment for sickness or accident, during which absence he was either (1) receiving sickness and accident benefits under any of the jointly-administered health and welfare funds operated for eligible members of UFCW Local Nos. 27 (including former Meat Cutters Local No. 117), 400 (including former Meat Cutters Local No. 593), or 1776 (former

Local 1436), within the geographic area covered by this Plan, or (2) receiving Workers' Compensation benefits on account of injuries incurred during Covered Employment or (3) on a leave of absence duly granted by his Employer for sickness or accident.

- (c) Notwithstanding anything to the contrary in this Article, service in the Armed Forces of the United States shall be credited to the extent required by law. To protect his full rights, an Employee who left employment to enter such military service should apply for reemployment with the Employer within the time prescribed by law. Furthermore, he must call his claim for credit for military service to the attention of the Trustees and supply the evidence necessary to determine his rights. Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Effective January 1, 2007, a Participant who would otherwise qualify for reemployment rights under applicable federal law but who is not timely reemployed (or does not make himself available for reemployment) within the time limits established by applicable federal law due to the Participant's death on or after January 1, 2007 while performing qualified military service shall be treated as having been reemployed on the day preceding the date of death and then having terminated Covered Employment on the date of death for granting Vesting Service for such period, to the maximum extent permitted by law. In the event a Participant, who would otherwise qualify for reemployment rights under applicable law dies or becomes disabled on or after January 1, 2007 while performing qualified military service, he or she shall be treated as having been reemployed on the day preceding the date of death or disability and then having terminated Covered Employment on the date of death or disability for the purpose of benefit accruals for such period, to the maximum extent permitted by law.

Section 2.3 Except as provided under Section 2.2, a Participant shall cease to be a Participant:

- (a) upon death;
- (b) upon termination of Covered Employment or discharge or resignation or upon failure to return to work at the end of any period of layoff or leave of absence that the Employer has granted to the Participant in accordance with the Collective Bargaining Agreement, except as provided herein, provided that a Participant shall continue to be a Participant until he shall incur a Break In Service Year;
- (c) upon the completion of any period of military service and the failure of the Participant to return to Covered Employment after his separation within the period specified by the applicable federal law, referred to in Section 2.2(c).

Section 2.4 A former Participant who ceased to be a Participant pursuant to Section 2.3 and who subsequently is credited with either three (3) months or one quarter of Vesting Service in a Plan Year beginning on or after January 1, 1976 shall become a Participant again if the number of the Participant's consecutive Break In Service Years is less than five (5).

Section 2.5

- (a) In the case of an individual who is not a Vested Participant, Vesting Service and Benefit Service earned before any Break In Service Year shall be permanently canceled if the number of consecutive Break In Service Years equals or exceeds the greater of:
- (1) five (5), or
 - (2) the aggregate number of Years of Service before such Break.

ARTICLE III
Credit For Service

Section 3.1 Past Service

- (a) Each Participant hereunder who was a Participant under the Prior Baltimore Plan or the Prior Washington Plan and who became a Participant hereunder as of the Effective Date shall be entitled to Past Service Credit equal to the total years and quarters of credited service granted to him under such Prior Plan through December 31, 1972, to be known as Full-Time Benefit Past Service. If any such Participant also shall have been employed prior to the Effective Date by his last Employer prior to such Effective Date on a less than full-time basis, and if such Participant's Employer has agreed in a Collective Bargaining Agreement to make contributions to the Fund on account of part-time service, then such Participant shall be entitled to Part-Time Benefit Past Service, calculated to the number of years and completed quarters of such employment prior to the Effective Date; provided, however, that any such Part-Time Past Service preceding a break of more than three (3) consecutive years during which he was not employed by such Employer shall not be credited.
- (b) (1) Each Employee who becomes a Participant at any time within ninety (90) days of the Effective Date (and was not a Participant under either the Prior Baltimore Plan or the Prior Washington Plan at December 31, 1972) shall be credited with the sum of (A) the number of completed calendar years and completed calendar quarters of his full-time service with his then Employer, to be known as his Full-Time Benefit Past Service, and (A)if any such Participant also was employed prior to the Effective Date by his then Employer on a less than full-time basis, and if such Employer has agreed in a Collective Bargaining Agreement to make contributions to the Fund on account of part-time service, then such Participant shall be entitled to Part-Time Benefit Past Service, calculated to the number of years and completed quarters of such employment prior to the Effective Date.
- (2) Any past service preceding a break of more than three (3) consecutive years during which such individual was not employed by such Employer shall not be credited.
- (3) Service with an Employer prior to the Effective Date, other than the last Employer, shall not be credited, except that a Participant who, on the Effective Date, is a full-time Employee of the Union and for whom the Union has obligated itself to make contributions shall be credited, if he theretofore has not been so credited, with his Full-Time and Part-Time Benefit Past Service with the last Employer by whom he was employed prior to his employment by the Union, provided such Employer has agreed in a Collective Bargaining Agreement to make contributions to the Fund on account of part-time service, and provided the period between his employment by such last Employer and the commencement of his employment by the Union does not exceed three (3) consecutive years.
- (c) Each Employee who became a Participant after the ninety (90) day period following his Employer's Effective Date also shall be entitled to his full-time and part-time Benefit Past

Service with his then Employer, as set out in (b) , provided that such service (1) was within the jurisdiction of the Union or the Amalgamated Meat Cutters and Allied Workers Local Union No. 117 or Local Union No. 593 and (2) has not been credited for benefit purposes under any Related Plan as defined in Section 3.4. Such Participants shall receive past service credit as provided under the terms of the Local 117 Plan or Local 593 Plan.

- (d) Notwithstanding the provisions of subsections (a), (b) and (c) additional Benefit Service and Vesting Service (herein referred to as “Patch-in Service”) will be granted to a Participant in accordance with subsection (e), if:
- (1) the Participant is a Participant of this Fund or the UFCW Unions and Participating Employers Pension Fund on December 31, 1986 (*i.e.*, is not then a former Participant or a retired Participant); and
 - (2) the Participant has been either a full-time or part-time Employee of an Employer pursuant to a Collective Bargaining Agreement within the geographical area covered at any time by the Plan; and
 - (3) part of the Participant’s service in (2) above was not included as Credited Service or Benefit Service under any of the Prior Plans or this Plan because:
 - (i) such service was performed for an Employer other than his Employer on the Effective Date applicable to him, or
 - (ii) effective December 31, 1986, such service was broken, if rendered prior to the Effective Date applicable to him, by an absence that excluded service prior to the break, with a Break In Service being based on a return to service with an Employer participating in this Fund or the UFCW Unions and Participating Employers Pension Fund, or
 - (iii) the Participant was not an active Participant on the Effective Date applicable to him (and was not, on the Effective Date applicable to him, employed by an Employer outside the scope of the Collective Bargaining Agreement) and had accrued less than five (5) years of Benefit Service on such Date, or
 - (iv) such service was performed for an Employer in a geographic area not covered by the Plan at the Effective Date applicable to him, but such area later became covered by the Plan with full credit for service prior to becoming so covered; and
 - (4) the Participant’s Benefit Service was canceled under the then rules of the Plan or a Prior Plan on account of an absence from work within the scope of the Collective Bargaining Agreement during participation in the Plan or a Prior Plan prior to January 1, 1976.

The service described in (3) and (4) will be referred to as “Excluded Service.”

- (e) In each case of Excluded Service described in subsection(d)(3)(iv), upon verification of service in a manner acceptable to the Board of Trustees, the Participant shall, as of January 1, 1987, be granted Patch-in Service, full-time or part-time as appropriate, to the extent of the Excluded Service (rounded to the next higher calendar quarter); provided that, such Excluded Service shall only be granted as Patch-in Service if the Excluded Service equals or exceeds ten (10) years. In the event the Excluded Service is less than ten (10) years, Patch-in Service shall be granted only if:
- (1) the period after the Excluded Service, for which no Benefit Service or Vesting Service is granted under the terms of this Plan, is less than five (5) years; or
 - (2) the length of the Excluded Service was equal to or greater than any period after the Excluded Service for which no Benefit Service or Vesting Service is granted under the terms of this Plan.

Section 3.2 Future Service

- (a) Participants for whom a monthly contribution is made hereunder: Each Participant for whom a monthly contribution is applicable shall be granted one (1) month of Future Service Credit for each calendar month of service on and after the Effective Date but prior to his sixty-fifth (65th) birthday and prior to January 1, 1976 for which month a contribution is received from his Employer or for which month he is reported as being on military leave of absence in accordance with the provisions of Section 2.2.

During Plan Years beginning on and after January 1, 1976, one (1) month of Future Service Credit shall be granted for each month in which his Employer reports to the Trustees that he has been paid directly by the Employer for the performance of at least one (1) Hour of Service in Covered Employment, or for which month he is reported as being on military leave of absence in accordance with the provisions of Section 2.2.

- (b) Participants for whom an hourly contribution is made hereunder: For any period of service after the Effective Date, and prior to his sixty-fifth (65th) birthday and prior to January 1, 1976, a full-time Participant for whom an hourly contribution rate is applicable shall be credited with full-time Future Service Credit at the rate of one (1) year for sixteen hundred (1,600) or more hours worked within a calendar year, or, if he worked less than sixteen hundred (1,600) hours, one quarter (1/4) for each four hundred (400) hours worked within a Plan Year.

During Plan Years beginning on and after January 1, 1976, a Participant shall be credited with Future Service Credit according to the Regular Time Hours worked in Covered Employment during each such Plan Year, pursuant to the following schedule:

<u>Future Full-Time Service</u>	<u>Part-Time Service</u>	<u>Service Credit</u>
1,600 or more	800 or more	One Year
1,200 - 1,599	600 - 799	3/4 Year
800 - 1,199	400 - 599	½ Year
400 - 799	200 - 399	1/4 Year
Under 400	Under 200	None

Hours worked by Participants for whom an hourly contribution rate is applicable shall be determined by the number of hours for which contributions have been received by the Fund or by the Regular Time Hours reported from one (1) or more Employers.

- (c) Regardless of whether contributions hereunder are made on an hourly basis or a monthly basis, Benefit Service shall be deemed full-time or part-time according to the applicable provisions of the Collective Bargaining Agreement requiring contributions to the Plan.

Section 3.3 Benefit Service. Each Participant’s Benefit Service on any given date shall mean the sum of his Benefit Past Service and his Future Service Credit on such given date, except that for each Participant for whom any hourly contribution rate is applicable after January 1, 1973, the maximum Benefit Service shall be forty (40) years. Further, for the limited purpose of determining whether a Participant is eligible for a “30 and Out Pension Benefit” under the Plan, a Participant’s service with an Employer that is outside of the collective bargaining unit covered by the Plan will also be included for eligibility purposes only. No Participant’s accrued benefit shall be lower after the effective date of the merger between the Local 593 Plan and this Fund than the benefit accrued immediately before the effective date of such merger, as shown in the records of this Fund. No Participant’s accrued benefit shall be lower after the effective date of the merger between the Local 117 Plan and this Fund than the benefit accrued immediately before the effective date of such merger, as shown in the records of this Fund. As of the effective dates of such mergers, only this Plan shall continue in effect. However, Participants of the Local 117 Plan who, as of the effective date of such merger, had made the written election described in Section 4.12(b) of the Local 117 Plan shall be entitled to Pre-Retirement Spouse Coverage under Section 4.12 hereof.

The Benefit Service of a Giant free-standing pharmacy Employee who is a Participant in this Fund and whose total benefit service under the United Food and Commercial Workers Unions and Participating Employers Pension Fund was transferred to this Fund pursuant to a transfer agreement effective October 1, 2000 shall be determined as if all his or her Benefit Service earned as a Giant free-standing pharmacy employee under the United Food and Commercial Workers Unions and Participating Employers Pension Fund was earned under the FELRA & UFCW Pension Fund.

Section 3.4 Reciprocity

- (a) Purpose. This Plan will recognize Combined Vesting Service, as that term is defined in (d) for the purpose of determining eligibility for a pension under this Plan.
- (b) Related Plan. A Related Plan is a pension plan that is a party to a Reciprocal Agreement with this Fund pursuant to a resolution duly adopted by the Board of Trustees.

- (c) Related Plan Vesting Service. Related Plan Vesting Service is Vesting Service accumulated by and maintained for a Participant under a Related Plan, but such service shall be limited to service from employment under the Related Plan and shall exclude any service considered for the purpose of vesting under the Related Plan by virtue of a reciprocity agreement to which the Related Plan may be a party, but to which this Plan is not a party.
- (d) Combined Vesting Service. Combined Vesting Service is the total of Vesting Service for a Participant under this Plan and Related Plan Vesting Service for such Participant under all Related Plans, provided, however, that not more than one (1) year of Combined Vesting Service shall be counted for any calendar year. During any calendar year in which a Participant accumulated Vesting Service under more than one (1) plan, his Combined Vesting Service for such year shall be determined by first calculating Vesting Service under the plan in which the Participant was covered during the earliest part of the calendar year and, if such amount of Vesting Service is less than one (1) year, by adding to it, up to the sum of one (1) year, successive periods of the Participant's Vesting Service under any other Related Plan.
- (e) Application of Combined Vesting Service Under This Plan. If a Participant has one (1) or more years of Vesting Service under this Plan, his Combined Vesting Service shall be used in place of his Vesting Service for the sole purpose of determining his eligibility for a Deferred Vested Pension under Section 4.10 hereof.
- (f) Combined Benefit Service. Combined Benefit Service is the total of Benefit Service under this Plan and service used for calculation of pension benefit amounts under the Related Plan, provided, however, that not more than one (1) year of Combined Benefit Service shall be counted for any calendar year.
- (g) Application Of Combined Benefit Service Under This Plan. If Combined Benefit Service is applicable to a Participant hereunder, such Combined Benefit Service shall be used in place of his Benefit Service for the sole purpose of determining his eligibility for (1) a Normal Retirement Pension under Section 4.3; (2) an Early Retirement Pension under Sections 4.4 or 4.5; (3) a Deferred Vested Pension under Section 4.10; or (4) a Disability Retirement Pension under Section 4.6.
- (h) Breaks In Service. For the purpose of applying any Reciprocal Agreement, in applying the rules of this Plan with respect to loss of Vesting Service, any period for which a Participant has earned Related Plan Vesting Service shall be considered to be a period of Covered Employment in determining whether there has been a Break In Service Year.
- (i) Pension Amount. The monthly amount of pension payable by this Plan to a Participant or former Participant shall be based upon his Benefit Service and the pension formula applicable to him under this Plan as of the date he terminates Covered Employment. These provisions shall apply in the case of Participants having Combined Benefit Service with the Retail Clerks Tri-State Pension Fund, the UFCW Local 400 Meat and Poultry Pension Plan, the UFCW Unions and Participating Employers Pension Fund, the UFCW Unions and Employers Pension Fund (Atlanta), the UFCW Local 56 Retail Meat Pension Fund, the

United Food and Commercial Workers International Union-Industry Pension Fund or the Local 272 International Pension Fund.

- (j) Payment of Pensions. The payment of a pension hereunder shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, actuarial reduction for Early Retirement, automatic Post-Retirement Spouse's Pension, Retirement as herein defined, and timely application.

ARTICLE IV
Pension Benefits

Section 4.1 In the case of each Participant entitled to a pension benefit as of any given date under this Plan, “Accrued Pension Benefit” shall mean the sum of (a) and (b), subject to the provisions of (c).

- (a) Past Service Pension: The Pension Credits granted for each month of Past Service Credit shall be calculated under Table B.
- (b) Future Service Pension: The Pension Credits granted for each month of Future Service Credit shall be calculated under Table B.
 - (1) For Retirements on or after January 1, 1993, for Years of Benefit Service earned in excess of thirty (30), the Monthly Pension of a Participant shall be: (1) Fifty-two Dollars (\$52.00) for Full-time Future Service for which a Full-time monthly contribution rate of One Hundred and Sixty-Eight Dollars and Thirty-Eight Cents (\$168.38) is applicable at retirement; (2) Twenty-Nine Dollars and Seventy-One Cents (\$29.71) for Full-time Future Service for which a Full-time monthly contribution rate of Eighty-One Dollars and Seventy-Six Cents (\$81.76) or One Hundred and Twenty-Two Dollars and Six Cents (\$122.06) is applicable at retirement; (3) Twenty-One Dollars and Seventy-Six Cents (\$21.76) for Full-time Future Service for which a Full-time monthly contribution rate of Seventy-Five Dollars and Eighty-Three Cents (\$75.83) is applicable at retirement; and (4) shall be Thirty-Five Dollars (\$35.00) for Part-time Future Service for which a Part-time monthly contribution rate of Sixty-Two Dollars and Thirty-Four Cents (\$62.34) is applicable at retirement.
 - (2) Except for Employees of Basics, for Participants with an Hour of Service on or after March 26, 2000, for Years of Benefit Service earned in excess of thirty (30), the Monthly Pension of a Participant shall be: (1) Fifty-Four Dollars (\$54.00) for Full-time Future Service for which a Full-time monthly contribution rate of One Hundred and Sixty-Eight Dollars and Thirty-Eight Cents (\$168.38) is applicable at retirement; and (2) shall be Thirty-Seven Dollars (\$37.00) for Part-time Future Service for which a Part-time monthly contribution rate of Sixty-Two Dollars and Thirty-Four Cents (\$62.34) is applicable at retirement.
- (c) A Tier I Participant is a Participant whose Employer is obligated to make monthly contributions at a rate designated as Tier I under Table B. A Tier II Participant is a Participant whose Employer is obligated to make monthly or hourly contributions at a rate designated as Tier II under Table B. A Participant with Benefit Service attributable to different benefit rates shall not have his accrued benefit decreased by operation of this subsection.

(d) Benefit Service Earned During Different Periods of Employment.

- (1) If a Participant earns Future Service Credits as a Tier I Participant, terminates employment, and subsequently earns Future Service Credits as a Tier I Participant, the Participant's Accrued Pension Benefit shall be determined under Table B based on the product of the Future Service Credits earned and the last Tier I contribution rate under which Participant earned Future Service Credits. The same rules shall apply to a Participant who earns all Future Service Credits as a Tier II Participant. Notwithstanding the foregoing, if a Participant earns Future Service Credits in a Tier under one classification, terminates employment, and subsequently earns Future Service Credits under the same Tier in a different classification, the Participant's Accrued Pension Benefit shall be determined under Table B based on the sum of the Future Service Credits earned at the last rate in such classification under which the Participant earned Future Service Credits plus the Future Service Credits earned at the last rate under which the Participant earned Future Service Credits in such other classification.
- (2) If a Participant earns Future Service Credits as a Tier I Participant, terminates employment, and subsequently earns Future Service Credits as a Tier II Participant, the Participant's Accrued Pension Benefit shall be determined under Table B based on the sum of the Future Service Credits earned at the last Tier I rate under which the Participant earned Future Service Credits plus the Future Service Credits earned at the last Tier II rate under which the Participant earned Future Service Credits.

Section 4.2 In order to establish his eligibility for a pension benefit, a Participant shall file an application for such benefit, including such information as the Trustees shall uniformly require, and shall from time to time supply such additional information as the Trustees shall require to establish his continuing eligibility for a pension.

Section 4.3 Normal Retirement Pension. A Participant who has reached his sixty-fifth (65th) birthday and has at least five (5) years of Vesting Service shall be eligible for a Normal Retirement Pension Benefit. The amount of monthly pension shall be equal to his Accrued Pension Benefit. Further, a Participant who has attained Normal Retirement Age hereunder shall be eligible for a Normal Retirement Pension Benefit based upon his Benefit Service.

Section 4.4 Early Retirement Pension. To be eligible for an Early Retirement Pension, a Participant must have:

- (a) (1) completed at least thirty (30) years of Benefit Service at a Tier I full-time or part-time monthly contribution rate; provided that this subsection shall be effective for Tier I Participants for whom a full-time monthly contribution rate of Eighty-One Dollars and Seventy-Six Cents (\$81.76) is applicable at the date of his retirement only if such Participant has an Hour of Service on or after March 26, 2000; or
- (2) completed at least thirty (30) years of Benefit Service with a majority of Benefit Service at a Tier I contribution rate; provided that this subsection shall be effective

for Tier I Participants for whom a full-time monthly contribution rate of Eighty-One Dollars and Seventy-Six Cents (\$81.76) is applicable for a majority of Benefit Service (“30 & Out Pension”) only if such Participant has an Hour of Service on or after March 26, 2000; or

- (b) reached his sixtieth (60th) birthday, have at least five (5) years of Benefit Service and have a monthly contribution rate applicable at the date of his retirement (“Early Non-Reduced Pension”); or
- (c) reached his sixty-second (62nd) birthday, and have at least ten (10) years of Benefit Service have an hourly contribution rate applicable at the date of his retirement (“Early Reduced Pension”); or
- (d) reached his fifty-fifth (55th) birthday, and have at least fifteen (15) years of Benefit Service (“Early Reduced Pension”); or
- (e) reached his fifty-fifth (55th) birthday, and have at least fifteen (15) years of continuous, full-time service with his present Employer, at least five (5) years of which have been Benefit Service under the provisions of this Plan (“Early Reduced Pension”).

Section 4.5 Immediate Early Retirement Pension. A Participant who is eligible may elect an Immediate Early Retirement Pension to commence on the first day of the month following his last date of employment. The election may be made at any time by an eligible Participant upon proper notice to the Trustees in such manner as they shall uniformly prescribe. The amount of such Immediate Early Retirement Pension shall be equal to the Participant’s Accrued Pension Benefit, reduced as follows:

- (a) If the Participant’s Employer at the time of such Immediate Early Retirement is contributing on an hourly basis or at a full-time monthly basis at a Tier II contribution rate, the pension shall be reduced by one-half of one percent ($\frac{1}{2}\%$) for each calendar month between the date of commencement of the Early Retirement Pension and the first day of the month following such Participant’s sixty-fifth (65th) birthday.
- (b) If the Participant’s Employer at the time of such Immediate Early Retirement is contributing on a full-time monthly basis at a Tier I contribution rate, the pension shall be reduced by one-half of one percent ($\frac{1}{2}\%$) for each calendar month between the date of commencement of the Early Retirement Pension and the first day of the month following such Participant’s sixtieth (60th) birthday.
- (c) There shall be no reduction in a Participant’s Accrued Pension Benefit for age if he elects an Early Retirement Pension pursuant to the provisions of Sections 4.4(a) or 4.4(b).

An election of an Early Retirement Pension, once made, shall be irrevocable after the date of commencement of the pension as elected by the Participant.

Section 4.6 Disability Pension

- (a) Each Participant who has at least ten (10) years of Benefit Service and has furnished evidence that at his termination of Covered Employment, he was Totally and Permanently Disabled, as defined in Section 4.7, shall be eligible for a Disability Pension. His Disability Retirement Date shall be the first day of the sixth (6th) calendar month following the calendar month in which he has met all of the required conditions, but in no event prior to the time that income replacement benefits under the FELRA and UFCW Health and Welfare Fund have ended. A Participant who has become eligible for a Disability Pension shall remain eligible only so long as his Total and Permanent Disability shall continue. The amount of monthly pension under a Disability Pension shall be equal to his Accrued Pension Benefit, determined in accordance with Section 4.1.
- (b) In the case of a Participant whose Benefit Service was frozen due to mental or physical disability in accordance with Section 2.2(a)(4), to be eligible for a Disability Pension, such Participant also must furnish evidence that he is Totally and Permanently Disabled, as defined in Section 4.7, for the same mental or physical disability that resulted in his Benefit Service being frozen under Section 2.2(d).

Section 4.7 Total and Permanent Disability for the purpose of this Plan means total disability as a result of bodily injury or disease such that the Participant is prevented thereby from engaging in any occupation or employment and with respect to which it appears probable that such disability will be permanent and continuous during the remainder of the Participant's lifetime. The Trustees shall determine the existence of Total and Permanent Disability solely on the Participant's qualification or nonqualification for a disability income benefit under the Federal Social Security Act.

Section 4.8 Disability Pension

- (a) A Disability Pension shall commence on the Participant's Disability Retirement Date and end with the payment made on or as of the first day of the month after the earliest of:
 - (1) the Participant's death, or
 - (2) the Participant ceasing to be eligible for a Disability Pension, or
 - (3) the Participant attaining age sixty-five (65), in which case the continuing pension is thereafter deemed to be a Normal Retirement Pension.
- (b) (1) If a Pensioner receiving a Disability Pension at the time of his death, and his last Employer is contributing at (A) a Tier I monthly contribution rate or (B) a Tier II hourly contribution rate of twelve cents (12¢) or more for persons becoming a Participant hereunder on or after January 1, 1982, shall die prior to the receipt of sixty (60) monthly pension payments, the unpaid remainder of said sixty (60) payments shall be continued monthly to his beneficiary (who may be someone other than the Participant's Spouse only if the requirements of Section 4.13(b) are satisfied), as shown by the records of the Fund, if living.

- (2) If such Pensioner's beneficiary, as shown by the records of the Fund, is not living at the time of such Pensioner's death, then the unpaid remainder of said sixty (60) payments shall be continued monthly to the following person or persons, in the following order of priority, provided such person or persons is living at the time of each such monthly payment: the Pensioner's spouse, children or parents. If there be no such person or persons entitled to receive monthly payments under the foregoing provision, the then present value of the remaining monthly payments shall be computed by the actuary for the Fund, using the actuarial rates under Table A for lump sum distributions, and such present value, as thus computed, shall be paid in a lump sum to the estate of the deceased Pensioner.
- (3) Payment of any pension hereunder after the expiration of the sixty (60) monthly pension payments shall be determined by the terms of the Participant's election or rejection of the Automatic Post-Retirement Surviving Spouse Pension under Section 4.13 hereof, or other form of pension under Section 5.3.

Section 4.9 Upon termination of a Disability Pensioner's eligibility to receive a Disability Pension prior to his sixty-fifth (65th) birthday, he shall be entitled to an Early Retirement Pension provided he then fulfills the requirements therefore. Otherwise, such former Participant shall be entitled to a Deferred Vested Pension payable as described in Section 4.10.

Section 4.10 Deferred Vested Retirement Pension

- (a) A Participant or former Participant who has completed at least (five (5) years of Vesting Service but who is not eligible for a Normal, Early or Disability Retirement Pension shall be eligible for a Deferred Vested Pension based upon his Benefit Service, commencing on the first day of the month following his sixtieth (60th) birthday for Tier I Participants or his sixty-fifth (65th) birthday if contributions were last made hereunder for him on an Tier II contribution basis.
- (b) The amount of such Deferred Vested Pension shall be equal to his Accrued Pension Benefit, determined as of the date he ceased to be a Participant.
- (c) Such former Participant must make application for a Deferred Vested Pension in the manner prescribed in Section 4.2 and Article V.
- (d) Each such former Participant who has completed at least fifteen (15) years of Benefit Service may elect to receive his Deferred Vested Pension as an Early Retirement Pension upon meeting the age requirements for Early Retirement, but such pension shall be reduced in the same manner as an Early Retirement under Section 4.5.
- (e) Except as provided under Sections 2.2(a)(4) and 4.6, in no event shall a former Participant be entitled to a Disability Pension based upon such Vesting Service, and such Vesting Service shall be canceled upon the death of such former Participant or Participant (1) prior to reaching his sixtieth (60th) or sixty-fifth (65th) birthday, as the case may be, or (2) having

reached his sixtieth (60th) or his sixty-fifth (65th) birthday, as the case may be, prior to making application for a Deferred Vested Pension.

- (f) In the case of a former Participant eligible for a Deferred Vested Pension who has completed an Hour of Service on or after August 23, 1984 and who dies prior to the date his pension is to begin hereunder, if he is survived by a Spouse to whom he has been married throughout the one (1) year period ending on the date of this death, such Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension. The commencement date and amount of the Spouse's pension shall be determined according to the provisions of Section 4.12 herein.

Section 4.11

- (a) Upon the death of any Pensioner (other than a Pensioner receiving only a Deferred Vested Pension), a lump sum Death Benefit shall be paid to the Pensioner's beneficiary, as shown by the records of the Fund, if living. A Participant may name a trust fund as his or her beneficiary for the receipt of the lump sum Death Benefit, pursuant to the procedures described in Section 4.16 of the Plan, to the extent allowable under applicable law. If the Pensioner chooses to name a person as the beneficiary of the lump sum Death Benefit and that beneficiary, as shown by the records of the Fund, is not living at the time of such Pensioner's death, then the Death Benefit shall be paid to the following then living person or persons in the following order of priority: (1) the deceased Pensioner's surviving spouse; (2) the deceased Pensioner's surviving children, including those legally adopted; (3) the deceased Pensioner's surviving parents; (4) the deceased Pensioner's surviving brothers and sisters; (5) any other person who had legally assumed a financial obligation for the Pensioner's care; and (6) the Pensioner's estate. A Pensioner receiving only a Deferred Vested Pension shall not be entitled to a Death Benefit.

The amount of such Death Benefit shall be determined as follows:

- (i) Two Thousand Five Hundred Dollars (\$2,500), if the majority of the Pensioner's Benefit Service is Full-Time Benefit Service with a Tier I full-time contribution rate or a Tier II full-time contribution rate of Twenty-One Cents (21¢) per hour or more at the time of his death, or
- (ii) One Thousand Dollars (\$1,000), if the majority of the Pensioner's Benefit Service is Part-Time Benefit Service with (1) a Tier I part-time contribution rate or (2) a Tier II full-time contribution rate of less than Twenty-One Cents (21¢) per hour or (3) a Tier II part-time contribution rate of Twenty-Four Cents (24¢) or more per hour at the time of his death, or
- (iii) Five Hundred Dollars (\$500), if the majority of the Pensioner's Benefit Service is Part-Time Benefit Service with a Tier II part-time contribution rate of less than Twenty-Four Cents (24¢) at the time of his death.

Anything herein to the contrary notwithstanding, no more than one (1) lump sum Death Benefit, in one of the amounts specified above, shall be payable with respect to any

Pensioner.

- (b) Effective April 28, 2008, and continuing until the first date the Fund is no longer prohibited under applicable law from paying Death Benefits in the form of a lump sum pursuant to Section 4.11(a), upon the death of any Pensioner (other than a Pensioner receiving only a Deferred Vested Pension), a Death Benefit shall be paid to the Pensioner's beneficiary, as shown by the records of the Fund, if living. If the Pensioner's beneficiary, as shown by the records of the Fund, is not living at the time of such Pensioner's death, then the Death Benefit shall be paid to the following then living person in the following order of priority: (1) the Pensioner's surviving spouse; (2) the eldest of the Participant's surviving children, including legally adopted children; (3) the eldest of the Participant's surviving parents; (4) the eldest of the Participant's surviving brothers and sisters; (5) the eldest of the Participant's surviving grandchildren; (6) the eldest of the Participant's surviving nieces and nephews; (7) any other person who has assumed a financial obligation for the Pensioner's care; and (8) the Participant's estate. A Pensioner receiving only a Deferred Vested Pension shall not be entitled to a Death Benefit.

The Death Benefit shall be paid to the beneficiary in the form of a monthly annuity, continuing until the entire Death Benefit has been exhausted. The amount of each monthly payment to the Beneficiary shall equal the amount of the monthly pension benefit that would have been payable to the Pensioner under the Plan had he elected to receive his benefit in the form of a Single Life Annuity.

The value of such Death Benefit shall be the actuarial equivalent of the following amounts:

- (i) Two Thousand Five Hundred Dollars (\$2,500), if the majority of the Pensioner's Benefit Service is Full-Time Benefit Service with a Tier I full-time contribution rate or a Tier II full-time contribution rate of Twenty-One Cents (\$0.21) per hour or more at the time of his death, or
- (ii) One Thousand Dollars (\$1,000), if the majority of the Pensioner's Benefit Service is Part-Time Benefit Service with (1) a Tier I part-time contribution rate or (2) a Tier II full-time contribution rate of less than Twenty-One Cents (\$0.21) per hour or (3) a Tier II part-time contribution rate of Twenty-Four Cents (\$0.24) or more per hour at the time of his death, or
- (iii) Five Hundred Dollars (\$500), if the majority of the Pensioner's Benefit Service is Part-Time Benefit Service with a Tier II part-time contribution rate of less than Twenty-Four Cents (\$0.24) at the time of his death.

Notwithstanding anything herein to the contrary, no more than one (1) Death Benefit, in an amount that is actuarially equivalent to one of the amounts specified above, shall be payable with respect to any Pensioner.

Section 4.12 Pre-Retirement Surviving Spouse Pension

- (a) Except as otherwise provided in this Section, if an active Participant who (1) has both attained his fifty-fifth (55th) birthday and completed at least fifteen (15) years of Benefit Service, or (2) has attained his sixty-fifth (65th) birthday, regardless of Benefit Service, shall die survived by a Spouse, the Participant's Spouse shall be entitled to a monthly pension hereunder. Such pension shall begin on the first day of the month next following the month in which the Participant dies and shall continue for the remainder of the Spouse's lifetime, with the last monthly payment to the Spouse being made on the first day of the month in which the Spouse's death occurs. The amount of each monthly payment shall be equal to one-half ($\frac{1}{2}$) of the amount that would have been payable if the Participant had retired on the date of his death and elected the Automatic Post-Retirement Surviving Spouse Pension.
- (b) If a Participant who has completed five (5) years of Vesting Service dies, survived by a Spouse, the Participant's Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension payable for the life of the Spouse that equals fifty percent (50%) of the annuity that would have been payable during the joint lives of the Participant and the Spouse under the Automatic Post-Retirement Surviving Spouse Pension, had the Participant lived, and which is the actuarial equivalent of a single life annuity for the life of the Participant assuming he had survived.
- (c) For purposes of Section 4.12, a surviving Spouse may elect to receive a Pre-Retirement Surviving Spouse Pension no earlier than the earliest date on which, under Section 4.4, the Participant could elect to receive retirement benefits, assuming the Participant had separated from service on the date of death and survived to the earliest date at which he could receive a pension. A surviving Spouse who elects to receive a Pre-Retirement Surviving Spouse Pension at the earliest date a Participant could receive a pension shall be subjected to the Early Retirement adjustment factors contained in Section 4.5.
- (d) Any living Participant not receiving benefits on August 23, 1984 and who separated from Covered Employment prior to that date shall be given the opportunity to elect to have subsections (b) and (c) apply if such Participant is credited with at least one (1) Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least ten (10) years of Vesting Service when he separated from service.

Section 4.13 Automatic Post-Retirement Surviving Spouse Pension

- (a) If a Participant has a Spouse, on his Annuity Starting Date, as defined under 5.1(g), the pension payable to the Participant will automatically be payable in the form of the Automatic Post-Retirement Surviving Spouse Pension, unless a contrary election is made pursuant to subsection (b) hereof. Under this form, the Participant's Accrued Pension Benefit will be reduced to provide a monthly Post-Retirement Surviving Spouse Pension that is the actuarial equivalent of the monthly single life annuity form of benefit. The Pensioner will receive this reduced monthly benefit for his or her lifetime. Subject to the provisions of Section 5.2(d), if the Pensioner is survived by a Spouse, the Pensioner's Spouse shall be entitled to a monthly

pension beginning on the first day of the month following the month in which the Pensioner dies and continuing for the remainder of the Spouse's lifetime, with the last monthly pension payment to the Spouse being made on the first day of the month in which the Spouse's death occurs, and with the amount of each monthly pension payment made to the Spouse being equal to one-half (½) of the reduced monthly pension amount which was paid to the Pensioner prior to his death. The reduction in the pension attributable to this coverage will be calculated as an actuarially equivalent reduction in the benefit otherwise payable using the age of the Participant and the difference in the ages of the Participant and his Spouse, as set forth in the attached Table A.

- (b) A Participant and his Spouse may waive the Post-Retirement Surviving Spouse Pension anytime within ninety (90) days of the Annuity Starting Date. This Surviving Spouse Pension may be waived in favor of another form of distribution only as follows:
- (1) The Participant has filed with the Trustees in writing a timely rejection of that form of pension, subject to all of the conditions of this Section. The rejection must include the acknowledgment by the Participant's Spouse of any non-Spouse Beneficiary designation. No rejection shall be effective unless the Spouse of the Participant has consented in writing to such rejection, and acknowledged the effect thereof, and such rejection is witnessed by a Notary Public. However, no consent shall be required if it has been demonstrated to the satisfaction of the Trustees:
 - (A) that there is no Spouse,
 - (B) that the Spouse cannot be located,that the Participant and Spouse are legally separated, or
that the Participant has been abandoned by the Spouse as confirmed by court order.
 - (2) To be timely, a Participant and his Spouse must reject the Post-Retirement Surviving Spouse Pension (or revoke a previous rejection) before the Annuity Starting Date, that is, before the first day of the first month for which a pension is payable to the Participant. A Participant and his Spouse shall in any event have the right to exercise this choice up to ninety (90) days after they have been advised, by the Trustees, of the effect of such notice on the Pension. Notwithstanding any other provisions of the Plan, a waiver of the Post-Retirement Surviving Spouse Pension shall not be effective if made more than ninety (90) days before the Annuity Starting Date. Notwithstanding the foregoing, a Participant and his Spouse may change their election under this Section 4.13 in accordance with Section 5.1(i).
 - (3) A Spouse's consent to a rejection shall be effective only with respect to that Spouse.
 - (4) A Participant may revoke a prior waiver without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited.

- (5) Notwithstanding the foregoing, a Participant and Spouse may waive the requirement that the explanation required hereunder be given at least thirty (30) days before the Annuity Starting Date provided the explanation is given at least seven (7) days prior to the date payment of benefits commence.
- (c) Single Life Annuity: If such Participant makes a valid election to waive the Post-Retirement Surviving Spouse Pension, then he will receive his pension in the form of a Single Life Annuity on the first day of each month until he dies without any reduction for the Post-Retirement Surviving Spouse Pension and no pension will be continued to his Spouse after his death other than as provided in Article V hereof.

Section 4.14 Non-Duplication of Pensions. A Pensioner shall not be entitled to the payment of more than one (1) type of pension benefit under this Plan at any one time except if such individual is both a Pensioner and the Spouse or beneficiary of another Pensioner. An Employee eligible for two (2) or more pensions under this Plan may pick one.

Section 4.15 Limitations on Benefits

In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, the Accrued Pension Benefit, including the right to any optional benefit provided in the Plan (and all other defined benefit plans required to be aggregated with this Plan under the provisions of Code Section 415), shall not exceed the amount permitted under Code Section 415 as follows:

- (a) The maximum annual benefit which may be paid to any Participant under the Plan shall be One Hundred and Eighty-Five Thousand Dollars (\$185,000) or such increased amount permitted by law.
- (b) If the annual benefit commences before age sixty-two (62), the maximum permissible amount may not exceed the actuarial equivalent of a One Hundred and Eighty-Five Thousand Dollars (\$185,000) (or higher).
- (c) If the annual benefit commences after age sixty-five (65), the benefit may not exceed the actuarial equivalent of a One Hundred and Eighty-Five Thousand Dollars (\$185,000) annual benefit beginning at age sixty-five.
- (d) Compensation considered in any year shall not exceed Two Hundred and Forty-Five Thousand Dollars (\$245,000) (or such increased amount prescribed by the Code). Compensation shall have the same meaning as prescribed under Code Section 415(c)(3). For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this section, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4). Effective January 1, 2009, Compensation shall include the amount of any differential wage payments paid by the Employer to a Participant in accordance with Code Sections 3401(h) and 414(u)(12).

- (e) If the Participant has less than ten (10) years of participation, the One Hundred and Eighty-Five Thousand Dollars (\$185,000) limitation is reduced by one-tenth (1/10) for each year of participation (or part thereof) less than ten (10). If the Participant has less than ten (10) years of Benefit Service, the compensation limitation of this Section is reduced by one-tenth (1/10) for each year of Benefit Service (or part thereof) less than ten (10), to the extent required by law. The adjustments of this subsection shall be applied to the denominator of the defined benefit fraction under subsection (b) based upon years of service.
- (f) The maximum benefit limitations contained in the Plan shall be determined in accordance with the applicable provisions of GATT, as amended by the Small Business Job Protection Act of 1996, utilizing the applicable mortality table, applicable interest rate, and applicable stability period defined in Table A, Section III. Unless otherwise provided by Code Section 415(b)(2), to determine the actuarial equivalent, the interest rate shall not be less than the greater of five percent (5%) or the rate specified in Table A. Notwithstanding the foregoing, for the purposes of applying the limitations of Code Section 415(b) to any benefit subject to Code Section 417(e)(3) in Plan Years 2004 and 2005, the interest rate used shall not be less than the greater of five and one-half percent (5 ½ %) or the rate used in the Plan. Effective for Plan Years beginning on or after January 1, 2006, for the purposes of applying the limitations of Code Section 415(b) to any benefit subject to Code Section 417(e)(3), the interest rate shall be the greater of (i) 5.5%; (ii) the rate that provides a benefit of not more than 105% of the benefit that would be provided if the Code Section 417(e)(3) interest rate were used; or (iii) the rate used in the Plan.
- (g) Limitations on Benefits for limitation years beginning on or after January 1, 2008. Effective January 1, 2008, benefits under the Plan shall be limited in accordance with Code Section 415 and the Treasury regulations thereunder and with this subsection.
 - (1) In no event shall the annual amount of benefits accrued or payable under the Plan in a limitation year beginning on or after January 1, 2008 exceed the annual limit determined in accordance with Code Section 415. If the benefit otherwise accrued or payable in a limitation year would exceed the maximum permissible benefit, the benefit payable shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.
 - (2) The application of the provisions of this subsection shall not cause the maximum permissible benefit determined in accordance with Code Section 415 that is accrued, distributed, or otherwise payable for any Participant to be less than the Participant's accrued benefit as of December 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007, to the extent permitted by law.
 - (3) For the purpose of this subsection, in aggregating the benefits under this Plan with any plan that is not a multiemployer plan maintained by any Employer, only the benefits under this Plan that are provided by such Employer shall be treated as benefits provided under a plan maintained by the Employer, to the maximum extent permitted by law. In the event that the benefits accrued in any limitation year by a Participant exceed the limits under Code Section 415 as a result of the mandatory aggregation of this Plan

with the benefits under another plan maintained by an Employer, the benefits of such other plan shall be reduced to the extent necessary to comply with Code Section 415.

- (4) Benefits accrued, distributed or otherwise payable that are limited by this Article shall be increased annually pursuant to Code Section 415(d) and the regulations thereunder to the maximum extent permitted by law, including with respect to any Participant after such Participant's severance from Covered Employment or after the Participant's Annuity Starting Date.

Section 4.16 Beneficiary Designations.

- (a) A Participant or Pensioner may designate one or more person(s) as a beneficiary and, if he wishes, one or more other person(s) as a contingent beneficiary, in writing in the form and manner required by the Trustees and may change his designation in the same manner. If more than one person is designated, any benefit shall be paid in equal proportions to the designated beneficiaries.
- (b) A beneficiary also may be designated in an order that has been entered by a court, provided that such order contains a clear designation of rights and is presented to the Fund prior to any payment being made to another beneficiary of the same Participant or Pensioner. A beneficiary designation made pursuant to a court order meeting the above requirements will supersede any prior or subsequent conflicting beneficiary designation that is filed with the Fund.
- (c) A beneficiary may waive his or her rights as a beneficiary under the Plan in an order that has been entered by a court, provided that such order contains a clear and unequivocal waiver of the beneficiary's rights and is presented to the Fund prior to any payment being made to the beneficiary. A waiver in a court order meeting the above requirements will supersede any prior conflicting beneficiary designation that has been filed with the Fund. If a court order meeting the above requirements contains a waiver of rights by the beneficiary on file with the Fund Office, and the Participant or Pensioner subsequently dies without naming a new beneficiary, any benefits payable on behalf of the Participant or Pensioner will be paid pursuant to the Plan as though the Pensioner died without designating a beneficiary.
- (d) The Trustees shall be the sole judges of the effectiveness of the designation, change or waiver of a beneficiary pursuant to this Section.

Section 4.17 Additional Pension Benefits

- (a) Pensioners who meet the following requirements shall be eligible for an additional pension benefit payment, payable on December 1, 2000:
 - (1) the Pensioner has an Annuity Starting Date on or before March 1, 2000 and is alive on that date;
 - (2) the Pensioner was last employed by an Employer that contributed at the highest level

provided under the Plan as of such date; and

- (3) the Pensioner is not receiving a Deferred Vested Pension under the Plan.

The amount of the additional pension benefit payment shall be the Pensioner's benefit for December, 2000.

(b) Pensioners who meet the following requirements shall be eligible for an additional pension benefit payment, payable on December 1, 2002:

- (1) the Pensioner has an Annuity Starting Date on or before March 1, 2000 and is alive on that date;
- (2) the Pensioner was last employed by an Employer that contributed at the highest level provided under the Plan as of such date; and
- (3) the Pensioner is not receiving a Deferred Vested Pension under the Plan.

The amount of the additional pension benefit payment shall be the Pensioner's benefit for December, 2002.

ARTICLE V
Payment of Benefits

Section 5.1 Pension payments may commence on the first day of the month following the date of termination of employment of a Participant and fulfillment of the requirements necessary to be eligible for a pension benefit, and shall be payable monthly except as follows:

- (a) As to any former Participant eligible to receive a Deferred Vested Pension, pension benefits may commence as of the first day of the month following his sixtieth (60th) birthday if contributions were last made hereunder for him as a Tier I Participant or his sixty-fifth (65th) birthday if contributions were last made hereunder for him as a Tier II Participant. Each such former Participant who has completed at least fifteen (15) years of Benefit Service may elect to receive his Deferred Vested Pension as an Early Retirement Pension upon meeting the age requirements for Early Retirement, but such pension shall be reduced in the same manner as an Early Retirement Pension.
- (b) No pension or other benefit hereunder shall be payable until the Participant or other applicant shall have submitted a properly completed application for benefits, including the pension election form, upon a form to be furnished by, and acceptable to, the Trustees.
- (c) Notwithstanding any other provision of this Plan, distribution of the entire interest of each Participant shall be made, beginning no later than the Required Beginning Date, over a period not exceeding the life of such Participant, the lives of such Participant and his Beneficiary, the life expectancy of such Participant, or the life expectancies of such Participant and his Beneficiary. Required Beginning Date shall mean the April 1 of the calendar year following the calendar year in which the Employee attains age seventy and one-half (70½). For all Employees who attain age seventy and one-half (70½) on or after January 1, 1999, Required Beginning Date shall mean the April 1 of the calendar year following the later of the calendar year in which the Employee attains age seventy and one-half (70½) or the calendar year in which the Employee retires. The accrued benefit of a Participant (other than a 5-percent (5%) owner) who retires in a calendar year in which the Participant attains age seventy and one-half (70 ½) is actuarially increased from April 1 after the calendar year in which the employee attains age seventy and one-half (70 ½) to the date on which benefits commence after retirement in an amount sufficient to satisfy Section 401(a)(9) of the Code, in order to take into account the period during which the employee is not receiving benefits under the Plan. The Plan will apply the minimum distributions requirements of Section 401(a)(9) of the Code in accordance with the final Treasury Regulations under section 401(a)(9) that were published on April 17, 2002 and June 15, 2004.
- (d) Payment of benefits under this Plan to a Beneficiary or surviving Spouse will commence by the applicable Required Beginning Date as follows:
 - (1) In the case of benefits to a Beneficiary other than a surviving Spouse, which become payable on account of the Participant's death, payments shall begin no later than one (1) year from the date of death, or if later, as soon as practicable after the Trustees learn of the death.

- (2) In the case of benefits to a surviving Spouse, payments shall begin on or before the later of the December 31st of the calendar year immediately following the calendar year in which the Participant died, the December 31st of the calendar year in which the Employee would have attained age seventy and one-half (70½), or as soon as practicable after the Trustees learn of the death.
- (e) Benefit payments shall be made as soon as practical after the Participant's Annuity Starting Date but, in no event, unless the Participant elects otherwise as provided in this Section, shall the payment of benefits begin later than the sixtieth (60th) day after the later of the close of the Plan Year in which:
- (1) the Participant attains Normal Retirement Age, or
 - (2) the Participant terminates his Covered Employment and retires.

In any event, the Trustees need not make payment before they are first able to ascertain entitlement to, or the amount of, the pension.

- (f) Notwithstanding any other provision of the Plan, all distributions of benefits shall comply with the limits of the Code Section 401(a)(9), including the minimum distribution incidental benefit requirements described in Code Section 401(a)(9)(g) and Treasury Regulation 1.409(a)(9)-6, Q&A 2.
- (g) A Participant's Annuity Starting Date is the date chosen by the Participant occurring on or after the first day of the first calendar month after the Participant has fulfilled all of the conditions for entitlement to benefits, excluding the requirements of Section 5.1(b) of filing a completed application for benefits, including the pension election form, with the Trustees.
- (h) Death Distribution Provisions

- (1) Distributions beginning before death. If the Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.
- (2) Distribution beginning after death. If the Participant dies before distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent that distributions are made in accordance with (A) or (B) below:
 - (A) if any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life, or over the period certain not greater than the life expectancy of the designated Beneficiary commencing on or before December 31st of the calendar year immediately following the calendar year in which the Participant died;

- (B) if the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin in accordance with (1) above shall not be earlier than the later of (B) December 31st of the calendar year immediately following the calendar year in which the Participant died or (B) December 31st of the calendar year in which the Participant would have attained age seventy and one-half (70½).
 - (C) For purposes of this Section, if the surviving Spouse dies after the Participant, but before payments to the Spouse begin, the provisions of this Section, with the exception of paragraph (B) herein, shall be applied as if the surviving Spouse were the Participant.
- (i) Notwithstanding the foregoing provisions of this Section 5.1, a Participant may revoke his election of a benefit form within fourteen days of the date the Participant received his first benefit payment under such form and elect a different benefit form for which the Participant is eligible provided that, during the period from his Annuity Starting Date to the date fourteen days after the Participant received his first benefit payment: (1) the Participant has not experienced a change in marital status; or (2) the Participant or his Spouse has not experienced a significant change in health.
 - (j) Adjustment for Retirement After Normal Retirement Age. If a Participant's benefits commence after the Participant's Normal Retirement Age, the Participant may elect to have his monthly benefit payable in accordance with either (1) or (2) below, subject to spousal consent where required:
 - (1) The Participant's monthly benefit will be an amount equal to the Participant's Normal Retirement Pension payable at Normal Retirement Age, actuarially increased (as provided in the Plan's Late Retirement Factors Table) for each complete calendar month in which the Participant's benefit is not suspended under Section 5.6 between the Participant's Normal Retirement Age and the Annuity Starting Date.

If a Participant first becomes entitled to additional benefits after Normal Retirement Age, the actuarial increase, if any, in those benefits will be calculated from the date they would first have been paid rather than Normal Retirement Age. Notwithstanding the foregoing, any such additional benefit service earned after Normal Retirement Age shall be reduced, but not below zero, by the amount of any actuarial adjustment in accordance with Section 1.411(b)-2(b) of the Proposed Treasury Regulations.

- (2) A Participant may elect, with spousal consent if applicable, to receive his Accrued Pension Benefit determined as of his Normal Retirement Age payable retroactive to the Participant's Annuity Starting Date, or the month following the date the Participant terminates Employment for which the Participant's benefit is suspended under Section 5.6 if later (a "Retroactive Payment"), with interest at the annual rate applied to the Fund's money market account, determined as of January 1st of each year on that portion of the Retroactive Payment attributable to amounts that would

have been paid to the Participant after the Participant's Normal Retirement Age if the Participant's payments began on his Annuity Starting Date. Notwithstanding the foregoing, interest shall not be paid if: (a) the Participant's Annuity Starting Date precedes the date of payment by sixty (60) days or less; or (b) the Participant elects to receive a Retroactive Payment of his Early Retirement Pension or a Deferred Vested Retirement Pension and his monthly benefit is greater than or equal to the monthly Normal Retirement Pension payable retroactive to his Normal Retirement Date. The provisions of this subsection shall not apply to a benefit payable as a single cash payment.

Section 5.2 Sixty Certain Payments Upon Death of Pensioner

- (a) A Normal, Early or Deferred Vested Retirement Pension payable in the form of a Single Life Annuity shall continue for the lifetime of the Pensioner, the last payment being that payable on the first day of the calendar month of the Pensioner's death, except that if:
- (1) as of the date of the Pensioner's termination from Covered Employment, the Pensioner's last Employer was contributing at (A) a Tier I full-time or part-time contribution rate or (B) a Tier II full-time or part-time hourly rate of Twelve Cents (12¢) or more for persons becoming a Participant hereunder on or after January 1, 1982, and
 - (2) the Pensioner dies prior to the receipt of sixty (60) monthly pension payments,
- then the unpaid remainder of said sixty (60) payments shall be continued monthly to his beneficiary (who may be someone other than the Participant's Spouse, only if the requirements of Section 4.13(b) are satisfied), as shown by the records of the Fund, if living. If the present value of the remaining monthly payments, as calculated using the actuarial rates under Table A for lump sum distributions, is Five Thousand Dollars (\$5,000) or less, the beneficiary(s) may elect to receive the remaining monthly payments as a lump sum.
- (b) If such Pensioner's beneficiary, as shown by the records of the Fund, is not living at the time of such Pensioner's death, then the unpaid remainder of said sixty (60) payments shall be continued monthly to the following person or persons, in the following order of priority, provided such person or persons is living at the time of each such monthly payment: the Pensioner's Spouse, children or parents. If the present value of the remaining monthly payments, as calculated using the actuarial rates under Table A for lump sum distributions, is Five Thousand Dollars (\$5,000) or less, the person(s) receiving the remaining payments may elect to receive them as a lump sum.
- (c) If there is no such person or persons entitled to receive monthly payments under the foregoing provisions, the then present value of the remaining monthly payments shall be computed by the actuary for the Fund, using the actuarial rates under Table A for lump sum distributions, and such then present value, as thus computed, shall be paid in a lump sum to the estate of the deceased Pensioner.

- (d) Payment of any pension hereunder after the expiration of the sixty (60) monthly pension payments shall be determined by the terms of the Participant's election or rejection of the Automatic Post-Retirement Surviving Spouse Pension under Section 4.13 or other form of pension under Section 5.3.

Section 5.3 Optional Forms of Pension

- (a) In lieu of the amount and form of pension payable on his Normal or Early Retirement, the Participant may, upon written request before retirement, elect to receive a benefit of actuarially equal payment value in the form of a joint and sixty-six and two-thirds percent (66 2/3%) survivor benefit, a joint and seventy-five percent (75%) survivor benefit, or joint and one hundred percent (100%) survivor benefit with his Spouse. For purposes of determining optional forms of benefits which are actuarially equivalent to the normal form of benefit, the assumptions under Table A shall be utilized.
- (b) Notwithstanding any other provision to the contrary, if the actuarial present value of the Participant's pension benefit is not greater than \$5,000 (determined using the factors set forth in Table A), the Trustees shall distribute to the Participant the entire vested portion of such pension benefit in a lump sum on the Participant's Annuity Starting Date. After the Annuity Starting Date, no such distribution shall be made unless the Participant and the Participant's Spouse consent in writing, witnessed by a notary public, to receive this form of distribution.
- (c) Level Income Option.
 - (1) A Participant eligible for an Early Retirement Pension under Section 4.4 herein may elect to receive a benefit in the form of a Level Income Option. Under the Level Income Option, the Participant's benefits will be actuarially adjusted based upon Tables C and D so that the monthly benefit he receives before he is eligible for Social Security benefits is approximately equal to the monthly benefit payments from the Plan and from Social Security at a commencement date of age sixty-two (62), sixty-five (65) or sixty-six (66), whichever is elected by the Participant. The calculation of the monthly benefit payable under this option will be based upon the Participant's estimated Social Security benefits commencing at age sixty-two (62), sixty-five (65) or sixty-six (66) as provided by the Social Security Administration.
 - (2) In the event a Participant (dies prior to the receipt of sixty (60) monthly pension payments, the remainder of said sixty (60) payments shall be computed and paid to his Beneficiary as if the Participant had not elected the Level Income Option.
 - (3) The election of a Level Income Option shall not affect the payment of the Post-Retirement Surviving Spouse Benefit and such surviving Spouse pension shall be computed as if the Level Income Option had not been elected.
 - (4) This Level Income Option is not available if it would result in the payment of a monthly pension benefit of less than One Hundred Dollars (\$100.00) at age sixty-two (62), sixty-five (65) or sixty-six (66).

- (d) (1) The recipient of an eligible rollover distribution, as defined below, may elect, at the time and in the manner prescribed by the Trustees of the Fund, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover.
- (2) An eligible rollover distribution is any distribution of at least Two Hundred Dollars (\$200.00) of any portion of the balance to the credit of the recipient except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made the life (or life expectancy) of the recipient or the joint lives (or joint life expectancies) of the recipient and the recipient's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not included in gross income. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.
- (3) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a) that accepts the recipient's eligible rollover distribution, or a qualified trust described in Code Section 401(a) that accepts the recipient's eligible rollover distribution. However, in the case of an eligible rollover distribution to a surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. An eligible retirement plan also shall mean an annuity contract described in Code Section 403(b), and an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from this Plan. This definition also shall apply to an eligible rollover distribution to a surviving spouse or former spouse who is an alternate payee under a qualified domestic relations order as defined under Code Section 414(p). Effective for distributions after December 31, 2007, an eligible retirement plan shall also include an inherited IRA as defined in Section 408(d)(3)(C)(ii) of the Code or a Roth individual retirement account under Code Section 408A, provided such transfer is made subject to Code Section 408A.
- (4) A recipient of a distribution includes a Participant, a Participant's surviving Spouse, or a former Spouse who is an alternate payee under a qualified domestic relations order. Effective for distributions after December 31, 2007, a recipient of a distribution also includes a non-spouse beneficiary to the extent permitted by law.

- (5) Direct rollover: A direct rollover of a payment by this Plan to the eligible retirement plan specified by the recipient.

Section 5.4 Non-Alienation of Benefits

- (a) No pension or other payment or payments hereunder shall be subject in any manner to anticipation, alienation, sale, assignment, transfer, pledge, encumbrance, or charge and any attempt to so anticipate, alienate, sell, assign, transfer, pledge, encumber or charge the same shall be void, except to the extent and in the manner permitted by the Code. No pension or other payment or payments hereunder shall be in any manner liable for, or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled to such pension or other payments or those of any person or persons to whom or on whose behalf payments are made by reason of relationship to the Pensioner. Notwithstanding the foregoing, to the extent permitted by law, a Participant may make a written revocable assignment of a portion of his pension benefit to the FELRA and UFCW Health and Welfare Fund for the purpose of making payments required to be eligible to receive health coverage and other welfare benefits.
- (b) The preceding subsection shall not apply to any domestic relations order determined to be a QDRO.

Section 5.5 Incompetence or Incapacity of Pensioner. In the event it is determined that any Pensioner is unable to care for his affairs because of mental or physical incapacity, the Trustees may pay the benefits due such Pensioner to his legal guardian, committee or legal representative or, in the absence of any of them, to any relative by blood or connection by marriage who is deemed by the Trustees to be equitably entitled thereto. Payment by the Trustees to such legal representative or relative of the Pensioner shall operate to discharge the Trustees from any liability to such Pensioner or to anyone representing him or his interest.

Section 5.6 Suspension of Benefits

- (a) The Normal Retirement Pension Benefit or Early Retirement Pension Benefit provided pursuant to Sections 4.3 and 4.4, respectively hereof otherwise payable to a Pensioner shall be permanently suspended for each calendar month in which the Pensioner is engaged in Prohibited Employment. A month of Prohibited Employment means any month in which the Pensioner has completed forty (40) or more Hours of Service in the same industry or craft in which Employees are covered under this Plan, within the geographic area covered by this Plan (as defined in 29 C.F.R. Section 2530.203-3) at the time payment of benefits to the Pensioner commenced. Notwithstanding the foregoing sentence, benefits shall not be suspended for any month in which the Pensioner is employed (1) by an Employer or (2) by a participating employer in a pension fund that has a reciprocal agreement with this Fund.
- (b) If a Pensioner's pension benefit has been suspended pursuant to subsection (a), payment shall resume no later than the first day of third calendar month after the calendar month in which the Pensioner ceases Prohibited Employment, provided the Pensioner has notified the Board

of Trustees, as provided in subsection (e), that he has ceased such Prohibited Employment. The initial payment upon resumption of benefit payments shall include the retirement benefit scheduled to be paid in the calendar month when payments resume and any amounts withheld during the period between the Pensioner's cessation of Prohibited Employment and the resumption of payments, less any amounts which are subject to offset as provided in subsection (c).

- (c) There shall be deducted from retirement benefits payable under the Plan any payments previously made to the Pensioner during those calendar months in which the Pensioner in Prohibited Employment, provided that such deduction shall not exceed, in any one (1) month, twenty-five percent (25%) of that month's total retirement benefits which would have been due but for the deduction, excluding the initial payment described in subsection (b), which may be subject to deduction without limitation.
- (d) No retirement benefit shall be suspended hereunder unless the Board of Trustees notifies the Pensioner by personal delivery or first class mail during the first calendar month of such suspension that the benefits are being suspended. Such notification shall state the specific reasons why the pension benefit is being suspended, a general description of the provisions of the Plan relating to the suspension of benefits, a copy of such provisions and a statement that the applicable Department of Labor Regulations may be found in Section 2530.203-3 of Title 29 of the Code of Federal Regulations. The notice of suspension of retirement benefits shall also inform the Pensioner that the Board of Trustees' action in suspending the retirement benefit may be appealed under the Claims Procedure set forth in Section 10.2. Such notification also shall state that the Board of Trustees intend to deduct from such retirement benefits due to the Pensioner the amounts paid during the period the former Pensioner was employed and shall identify specifically the period of Prohibited Employment, the amounts to be deducted and the manner in which such deductions will be made from future pension benefits.
- (e) A Pensioner shall notify the Board of Trustees of any employment. The Board of Trustees may, by written notice to the Pensioner by personal delivery or by first class mail, require a condition of receiving future benefit payments that a Pensioner certify that he is not in Prohibited Employment. Retirement benefits shall be suspended until the Pensioner certifies that he is not in Prohibited Employment. If the Pensioner shall furnish the required certification, the Board of Trustees shall forward to the Pensioner, in the month following the month in which such certification is received, all retirement benefits which have been suspended pursuant to this Section 5.6, except to the extent that payments may be suspended as provided above.
- (f) A Pensioner may request a determination of whether a specific contemplated employment constitutes Prohibited Employment as defined in subsection (a). The Board of Trustees within a reasonable time after receipt of such request shall advise the Pensioner of its determination. A Pensioner may appeal the determination of the Board of Trustees in accordance with the Claims Procedure set forth in Section 10.2.

ARTICLE VI
Employer Contributions

Section 6.1 Any Employer whose Effective Date is later than the date of the inception of this Plan, shall agree to make contributions to the Pension Fund thereafter, in the same amounts as the other Employers shall from time to time agree to make, and the Employees of such an Employer shall be entitled to the same benefits as all other Employees under the Plan, except that such an Employer shall be required to pay such additional contributions as may be needed to preserve the then existing degree of actuarial soundness of the Plan as determined by the Fund actuary. Upon approval by the Trustees, an Employer whose Effective Date is later than the date of the inception of this Plan, may participate at different contribution rates and benefit levels, provided that such participation is actuarially sound.

ARTICLE VII
Administration of the Plan

Section 7.1 The general administration of the Plan and the responsibility for interpreting and carrying out the provisions hereof is placed in the Trustees, who shall be constituted and shall act in accordance with the terms of the Trust Agreement. The Trustees shall be the sole judges of the standard of proof required in any case and of the application and interpretation of this Plan, and the decisions of the Trustees shall be final and binding on all parties.

Section 7.2 The Trustees shall adopt from time to time, after considering the written recommendation of the Fund actuary, service and mortality tables and a rate of interest for use in all actuarial calculations required in connection with the Plan.

Section 7.3 This Pension Plan has been adopted by the Trustees on the basis of an actuarial estimate which has established (to the fullest extent possible) that the income and accruals of the Fund will be fully sufficient to support this benefit Plan on a permanent basis. However, it is recognized as possible that, in the future, income and/or the liabilities of the Fund may be substantially different from those previously anticipated. It is understood that this Pension Plan can be fulfilled only to the extent that the Fund has assets available from which to make the payments provided for. Consequently, the Trustees shall have prepared, annually, an actuarial evaluation of the Fund, which shall be made available to the Union and the Contributing Employers.

Upon the basis of all of the circumstances, the Trustees may from time to time amend this Plan, including any change in benefit amount, types of benefits and conditions of eligibility and payment except that no amendment shall in any way reduce any Accrued Pension Benefit.

ARTICLE VIII
Amendment or Termination

Section 8.1 The provisions of the Plan may be modified or amended as provided in the Trust Agreement. Nothing in this restatement shall be construed as a violation of Code Section 411(d)(6).

Section 8.2 In the event of termination of this Plan in accordance with the provisions hereof and of the Trust Agreement or upon the complete discontinuance of contributions hereunder, the assets of the Plan, after provision is made for payment of any and all outstanding debts and unpaid benefits of the Pension Fund and the Plan, shall be liquidated and allocated to the extent of the sufficiency of such assets for the exclusive benefit of the Participants or other persons entitled to benefits from the Plan in such amounts and in such manner in accordance with applicable law.

Upon termination of the Plan, the assets allocated to Pensioners, Participants, or other persons entitled to benefits from the Plan as provided in this Section 8.2 may be applied by the Trustees in their discretion and with the approval of the appropriate governmental bodies (a) to the purchase of annuity contracts, or (b) to continuing the Trust or insurance company contract, as the case may be, in existence and making provisions therefore for pensions as provided in the Plan for the persons entitled thereto under this Section 8.2, or (c) to the immediate distribution of said Trust, in accordance with applicable law.

ARTICLE IX
Construction, Review of Claims, Mergers

Section 9.1 The provisions of the Plan shall be construed in accordance with the laws of the State of Maryland, except to the extent that those laws are superseded by ERISA.

Section 9.2 The Trustees shall construe the terms and provisions of the Plan, and shall adhere to the following rules with respect to handling applications for benefits hereunder:

Each claim for benefits hereunder pursuant to application filed with the Trustees shall be reviewed and approved (or disapproved) within ninety (90) days of receipt of the application, unless special circumstances require an extension of time for processing the claim; such extension not to exceed ninety (90) days. If additional time is required, the claimant will be notified in writing of the reason for the delay, and the date that the Fund expects to issue a final decision. A decision will be made with respect to each claim no more than 180 days from the date the claim is first filed with the Fund office.

If a claim for benefits hereunder is denied, the claimant shall be provided with adequate notice in writing of such denial, setting forth the specific reason or reasons for denying payment of the benefits, written in as clear a manner as possible. The written notice shall make specific reference to the pertinent Plan provision upon which the denial is based, shall describe any additional material or information necessary to complete the claim, shall explain why such material or information is necessary, and shall furnish an explanation of the Plan's claim review procedure. The written notice shall also include a statement that the claimant has a right to a full and fair review by the Trustees of the claim denial, and has the right to bring an action under ERISA if his or her claim is denied on appeal.

If a review is requested by the claimant, such request must be filed within sixty (60) days after receipt by the claimant of the notice of claim denial. The claimant should include in the written appeal all the facts regarding the claim as well as the reason(s) the claimant feels the denial was incorrect. The claimant will receive, upon request, reasonable access to and free copies of documents relevant to the claim. The claimant may submit issues and comments in writing, and documents, relating to the claim.

A claimant may name a representative to act on his or her behalf. To do so, the claimant must notify the Fund in writing of the representative's name, address, and telephone number. A claimant may, at his or her own expense, have legal representation at any stage of these review procedures. Regardless of the outcome of the appeal, neither the Board of Trustees nor the Fund will be responsible for paying any legal expenses that a claimant incurs during the course of his or her appeal.

The Board of Trustees, in making its decisions on claims and on appeal, will apply the terms of the Plan document and any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, applied consistently and with respect to similarly situated claimants.

When the Board of Trustees reviews a claim, it will take into account all information the claimant submits in making its decision. The Board of Trustees will make its decision at the next regular meeting following receipt of the appeal, unless there are special circumstances in which case the Board of Trustees will decide the case at the second regular meeting following receipt of the appeal. If a claimant submits an appeal less than 30 days before the next scheduled Board of Trustees meeting, the Board of Trustees will decide the case at the second scheduled meeting, or, if there are special circumstances, the third meeting after it receives the appeal. If the Board of Trustees requires a postponement of the decision to the following meeting, the claimant will receive a notice describing the reason for the delay and an expected date of the decision.

The Board of Trustees will send the claimant a notice of its decision within 5 days of the decision. If the Board of Trustees denies the appeal, the notice will contain the reasons for the decision, specific references to the Plan provisions on which the decision was based, notice that the claimant may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the claim, and a statement of the claimant's right to bring a lawsuit under ERISA.

The decision of the Board of Trustees is final and binding.

Section 9.3 Merger of Plan. To the extent required by regulations issued by the Pension Benefit Guaranty Corporation or applicable law, no pension plan may be merged or consolidated with, or the assets or liabilities of such plan transferred to this Plan, nor shall this Plan be merged or consolidated with, or the assets or liabilities transferred to any other pension plan, unless each Participant or Pensioner or other covered person in each plan shall (assuming termination of each plan) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to such merger, consolidation or transfer (assuming termination of each plan), and unless each Participant's or beneficiary's accrued benefit shall be no lower after the merger, consolidation, or transfer than the benefit accrued immediately before the merger, consolidation, or transfer.

ARTICLE X
Top-Heavy Provisions

Section 10.1 Plan is or Becomes a Top-Heavy Plan

If the Plan is or becomes a Top-Heavy Plan, as defined in Section 11.2(h), the provisions of Sections 10.3, 10.4 and 10.5 will supersede any conflicting provisions in this Plan.

Section 10.2 Purposes of Article 10

(a) “Key-Employee” shall mean:

- (1) Any Participant or former Participant (and the beneficiaries of such Participant) who, at any time during the preceding Plan Year was:
 - (i) an officer of an Employer whose annual compensation for such Plan Year was in excess of one hundred sixty thousand dollars (\$160,000):
 - (ii) a five percent (5%) owner of an Employer; or
 - (iii) a one percent (1%) owner of an Employer having an annual compensation from such Employer of more than one hundred fifty thousand dollars (\$150,000).

For purposes of subparagraph (i), no more than fifty (50) Employees (or, if lesser, the greater of ten percent (10%) or three (3) of the Employees) shall be treated as officers.

- (2) For purpose of this Section, the term “five percent (5%) owner” means:
 - (i) if the Employer is a corporation, any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of the corporation, or stock possessing more than five percent (5%) of the total combined voting power of all stock of the corporation, or
 - (ii) if the Employer is not a corporation, any person who owns more than five percent (5%) of the capital or profits interest in the Employer.
- (3) For purposes of this Section, the term “one percent (1%) owner” means any person who would be described in clause (2) if “one percent (1%)” were substituted for “five percent (5%)” each place it appears in subparagraph (2).
- (4) The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the regulations thereunder.

- (b) “Non-Key Employee” shall mean any Employee who is not a Key Employee.
- (c) “Determination Date” shall mean the last day of the preceding Plan Year, or with respect to a new Participant, the last day of the First Plan Year in which he was a Participant.
- (d) “Aggregation Group” shall mean:
 - (1) Required Aggregation:
 - (i) each plan of an Employer in which a Key Employee is a Participant, and
 - (ii) any other plan of such Employer which enables any plan described in (i) to meet the requirements of Code Section 401(a)(4) and 410.
 - (2) Permissive Aggregation: An Employer may treat any plan not required to be included in an Aggregation Group as being a part of such group if such group would continue to meet the requirements of Code Section 401(a)(4) and 410 with such plan being taken into account.
- (e) “Top-Heavy Ratio” shall mean:
 - (1) If an Employer maintains one (1) or more defined benefit plans and the Employer has not maintained any defined contribution plans (including any Simplified Employee Pension Plan) which during the five (5) year period ending on the Determination Date(s) has or has had account balances, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate, is a fraction, the numerator of which is the sum of the present values of accrued benefits of all Key Employees as of the Determination Date(s) (including any part of any accrued benefit distributed in the five (5) year period ending on the Determination Date(s)), and the denominator of which is the sum of all accrued benefits (including any part of any accrued benefit distributed in the five (5) year period ending on the Determination Date(s)), determined in accordance with Code Section 416 and the regulations thereunder.
 - (2) If an Employer maintains one (1) or more defined benefit plans and the Employer maintains or has maintained one (1) or more defined contribution plans (including any Simplified Employee Pension Plan) which during the five (5) year period ending on the Determination Date(s) has or has had any account balances, the Top-Heavy Ratio for any Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregate defined benefit plan or plans for all Key Employees, determined in accordance with (1) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the present values of accrued benefits under the aggregated defined benefit plan or plans, determined in accordance with (1) above, for all Participants and the sum of the account balances under the

aggregated defined contribution plan or plans for all Participants as of the Determination Date(s), all determined in accordance with Code Section 416 and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and the denominator of the Top-Heavy Ratio are adjusted for any distribution of an account balance made in the five (5) year period ending on the Determination Date(s).

- (3) For purposes of (1) and (2) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent Valuation Date that falls within or ends with the twelve (12) month period ending on the Determination Date, except as provided in Code Section 416 and the regulations thereunder, for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not received any compensation from any Employer maintaining the Plan at any time during the five (5) year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder. Deductible Employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the Determination Date(s) that fall within the same calendar year.
- (f) “Valuation Date” shall mean, for purposes of computing the Top-Heavy Ratio, January 1 of each Plan Year.
- (g) “Top-Heavy Group” shall mean:
- (1) any Aggregation Group if, as of the Determination Date(s), the sum of:
 - (i) the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in such group, and
 - (ii) the aggregate of the accounts of Key Employees under all defined contribution plans included in such group exceeds sixty percent (60%) of such sum determined for all Employees.
 - (2) For purposes of determining the present value of the cumulative accrued benefit for any Employee or the amount of the account of any Employee, such present value or amount shall be increased by the aggregate distributions made with respect to such Employee under the Plan during the one (1) year period ending on the Determination Date.
 - (3) For purposes of this Section:
 - (i) Except to the extent provided in regulations, any rollover contribution (or

similar transfer) initiated by the Employee and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for purposes of determining whether such plan is a Top-Heavy Plan or whether any Aggregation Group which includes such plan is a Top-Heavy Group.

- (ii) If any individual is a Non-Key Employee with respect to such plan for any prior Plan Year, any accrued benefit for such Employee (and the account of such Employee) shall not be taken into account.
- (h) “Top-Heavy Plan”: This Plan is a Top-Heavy Plan if any of the following conditions exists:
- (1) If the Top-Heavy Ratio for this Plan exceeds sixty percent (60%) and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;
 - (2) If this Plan is part of a Required Aggregation Group (but which is not part of a Permissive Aggregation Group) and the Top-Heavy Ratio for the group exceeds sixty percent (60%); or
 - (3) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds sixty percent (60%).

Section 10.3 Other Provisions of This Plan

Notwithstanding any other provisions of this Plan, for any Plan Year in which this Plan is determined to be a Top-Heavy Plan:

- (a) Each Participant who is a Non-Key Employee and who has completed one thousand (1,000) Hours of Service shall accrue a benefit expressed as a life annuity commencing at Normal Retirement Age of not less than two percent (2%) of his highest average compensation for the period of consecutive years not exceeding five (5) for which the Participant had the highest compensation.
- (b) No additional benefit accruals shall be provided pursuant to (a) to the extent that the total accruals on behalf of the Participant attributable to Employer contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds twenty percent (20%) of the Participant’s highest average compensation for the period of consecutive years not exceeding five (5) for which the Participant had the highest compensation.
- (c) For purposes of determining the period of consecutive years not exceeding five (5) for which the Participant had the highest compensation, a year shall not be taken into account if such year ends in a Plan Year beginning before January 1, 1984 or such year begins after the close of the last year in which the Plan was a Top-Heavy Plan.

- (d) The provisions of (a) above shall not apply to any Participant to the extent that the Participant is covered by any other plan or plans of an Employer under which the minimum allocation or benefit requirements applicable to this Top-Heavy Plan will be met in the other plan or plans.

Section 10.4 Top-Heavy Plan -- Minimum Vesting Schedule

- (a) For any Plan Year in which this Plan is a Top-Heavy Plan, the minimum vesting schedule set forth in (b) below shall apply to all benefits within the meaning of Code Section 411(a)(7) except those attributable to Employee contributions. No reduction in vested benefits may occur in the event the Plan ceases to be a Top-Heavy Plan in a subsequent Plan Year. Notwithstanding the foregoing, this Section does not apply to the accrued benefits of any Participant who does not have an Hour of Service after the Plan initially becomes a Top-Heavy Plan; such Participant’s accrued benefits will be determined without regard to this Section.
- (b) For any Plan Year in which this Plan is a Top-Heavy Plan, the nonforfeitable interest of each Participant in the Employer-derived accrued benefits shall be determined on the basis of the following:


<u>Years of Service</u>	<u>Percentage Vesting</u>
0-2	0%
2-3	20%
3-4	40%
4-5	60%
5-6	80%
6 or more	100%

- (c) Participants with not less than three (3) years of service must be permitted to elect, within a reasonable time after the application of the Schedule in (b) above, to have nonforfeitable percentages calculated under the Plan without regard to the schedule in (b) above.
- (d) If this Plan becomes a Top-Heavy Plan and then ceases to be a Top-Heavy Plan, each Participant with not less than three (3) years of service, must be permitted to elect, within a reasonable time after the schedule in (b) above reverts to the vesting schedule otherwise applicable, to have his nonforfeitable percentage computed under (b) above.

This Plan is hereby adopted by the Board of Trustees of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund.

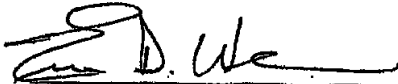
IN WITNESS WHEREOF, the undersigned do hereunto set their hands and seals as of the date set forth below.

Date: 12-10-09



CHAIRMAN

Date: 12-10-09



SECRETARY

**FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION AND
UNITED FOOD AND COMMERCIAL WORKERS PENSION FUND**

**PLAN AMENDMENT NO. 1
TO RESTATEMENT EFFECTIVE JANUARY 1, 2009**

Pursuant to Article VIII, Section 8.1 of the Amended and Restated Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan ("Plan"), the Board of Trustees of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund hereby amends the Plan as follows effective January 1, 2009, except as otherwise stated below:

1. Section 2.1(a) is amended by adding the following at the end thereof:

"..., provided that an Employee shall become a Participant no later than the date determined under ERISA Section 202(a)(4) occurring after the Employee performs 1,000 Hours of Service in a 12-month computation period, measured from the Employee's employment commencement date. After the initial 12-month computation period under Section 2530.202-2(a) of the Department of Labor Regulations, the 12-month computation period used under this Section 2.1 to determine an Employee's eligibility to participate in the Plan shall be the Plan Year determined in accordance with Section 2530.202-2(b)(2) of the Department of Labor Regulations.

2. Section 2.4 is amended by deleting it in its entirety and replacing it with the following:

Section 2.4 A vested former Participant who ceased to be a Participant pursuant to Section 2.3 and who subsequently is credited with either three (3) months or one quarter of Vesting Service in a Plan Year beginning on or after January 1, 1976 shall become a Participant again, retroactive to his or her re-hire date. A non-vested former Participant who ceased to be a Participant pursuant to Section 2.3 and who subsequently becomes reemployed by an Employer in a Plan Year beginning on or after January 1, 1976 and who subsequently is credited with either three (3) months or one quarter of Vesting Service in a Plan Year shall become a Participant again, retroactive to his or her re-hire date, if the number of the Participant's consecutive Break In Service Years is less than five (5).

3. Section 5.1(f) is amended by deleting it in its entirety and replacing it with the following:

- (f) Notwithstanding any other provision of the Plan, all distributions of benefits shall comply with the limits of the Code Section 401(a)(9) and Treasury Regulations §§1.401(a)(9)-2 through 1.401(a)(9)-9, including the minimum distribution incidental death benefit requirements described in Code Section 401(a)(9)(G) and Treasury Regulation §1.401(a)(9)-6.

4. Section 5.1 is amended by adding a new subsection (k) at the end thereof, to read as follows:

- (k) At the time that a Participant submits a request for benefits under the Plan, the Trustees shall provide the Participant with a notification including a general description of the material features, and an explanation of the relative values, of the optional forms of benefit available under the Plan in a manner that satisfies the notice requirements of Code Section 417(a)(3) and Treas. Reg. 1.417(a)(3)-1.

5. Effective January 1, 2002, Section 10.2(e) is amended by deleting it in its entirety and replacing it with the following:

- (e) "Top-Heavy Ratio" shall mean:
 - (1) If an Employer maintains one (1) or more defined benefit plans and the Employer has not maintained any defined contribution plans (including any Simplified Employee Pension Plan) which during the five (5) year period ending on the Determination Date(s) has or has had account balances, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group as appropriate, is a fraction, the numerator of which is the sum of the present values of accrued benefits of all Key Employees as of the Determination Date(s) (including any part of any accrued benefit distributed in the one (1) year period ending on the Determination Date(s)), and the denominator of which is the sum of all accrued benefits (including any part of any accrued benefit distributed in the one (1) year period ending on the Determination Date(s)), determined in accordance with Code Section 416 and the regulations thereunder, except that in the case of a distribution made for a reason other than severance from employment, death or disability, this provision shall be applied by substituting "five (5) year period" with "one (1) year period."
 - (2) If an Employer maintains one (1) or more defined benefit plans and the Employer maintains or has maintained one (1) or more defined contribution plans (including any Simplified Employee Pension Plan) which during the five (5) year period ending on the Determination Date(s) has or has had any account balances, the Top-Heavy Ratio for any Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregate defined benefit plan or plans for all Key Employees, determined in accordance with (1) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees as of the Determination Date(s), and the denominator

of which is the sum of the present values of accrued benefits under the aggregated defined benefit plan or plans, determined in accordance with (1) above, for all Participants and the sum of the account balances under the aggregated defined contribution plan or plans for all Participants as of the Determination Date(s), all determined in accordance with Code Section 416 and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and the denominator of the Top-Heavy Ratio are adjusted for any distribution of an account balance made in the one (1) year period ending on the Determination Date(s), except that in the case of a distribution made for a reason other than severance from employment, death or disability, this provision shall be applied by substituting "five (5) year period" with "one (1) year period".

- (3) For purposes of (1) and (2) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent Valuation Date that falls within or ends with the twelve (12) month period ending on the Determination Date, except as provided in Code Section 416 and the regulations thereunder, for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not received any compensation from any Employer maintaining the Plan at any time during the one (1) year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder. Deductible Employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the Determination Date(s) that fall within the same calendar year.

IN WITNESS THEREOF, the undersigned have set their hands as of the last date written below.

Date: 12/14/10



EMPLOYER TRUSTEE

Date: 12/14/10



UNION TRUSTEE

**FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION AND
UNITED FOOD AND COMMERCIAL WORKERS PENSION FUND**

**PLAN AMENDMENT NO. 2
TO RESTATEMENT EFFECTIVE JANUARY 1, 2009**

Pursuant to Article VIII, Section 8.1 of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan ("Plan"), the Board of Trustees of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund hereby amends the Plan as follows, effective January 1, 2013, unless otherwise specified below:

1. The following Section 3.2(d) is added to Article III:

(d) Participants employed by Giant Food or Safeway will not earn Future Service Credit under this Plan on and after January 1, 2013. However, a Participant's Covered Employment with either Giant Food or Safeway on and after January 1, 2013 will be taken into account for the purpose of determining the Participant's Vested Status and eligibility to receive any benefit available under the Plan.

2. Section 3.4(b) is deleted and replaced with the following:

(b) Related Plan. A Related Plan is the Mid-Atlantic UFCW and Participating Employers Pension Fund and any pension fund that is a party to a Reciprocal Agreement with this Fund pursuant to a resolution duly adopted by the Board of Trustees.

3. Section 3.4(e) is deleted and replaced with the following:

(e) Application of Combined Vesting Service Under This Plan. If Combined Vesting Service with the Mid-Atlantic UFCW and Participating Employers Pension Fund is applicable to a Participant hereunder, such Combined Vesting Service shall be used in place of his Vesting Service for the purpose of determining his eligibility for any benefit under this Plan. With respect to any other Related Plan, if a Participant has one (1) or more years of Vesting Service under this Plan, then his Combined Vesting Service shall be used in place of his Vesting Service for the sole purpose of determining his eligibility for a Deferred Vested Pension under Section 4.10 hereof.

4. Section 3.4(g) is deleted and replaced with the following:

(g) Application Of Combined Benefit Service Under This Plan. If Combined Benefit Service with the Mid-Atlantic UFCW and Participating Employers Pension Fund is applicable to a Participant hereunder, such Combined Benefit Service shall be used in place of his Benefit Service for the purpose of

determining his eligibility for any benefit under this Plan. If Combined Benefit Service with any other Related Plan is applicable to a Participant hereunder, such Combined Benefit Service shall be used in place of his Benefit Service for the sole purpose of determining his eligibility for (1) a Normal Retirement Pension under Section 4.3; (2) an Early Retirement Pension under Sections 4.4 or 4.5; (3) a Deferred Vested Pension under Section 4.10; or (4) a Disability Retirement Pension under Section 4.6.

5. The phrase “or the Mid-Atlantic UFCW and Participating Employers Pension Fund” is added to the end of Section 3.4(i) under Article III.

6. The following Section 4.11(c) is added to Article IV:

(c) Upon the death of a Pensioner (other than a Pensioner receiving only a Deferred Vested Retirement Pension) who worked for either Giant Food or Safeway, the Pensioner’s beneficiary will receive a lump sum Death Benefit under either this Plan or the Mid-Atlantic UFCW and Participating Employers Pension Plan, but not both. If the Pensioner’s last day of Covered Employment was before January 1, 2013, the lump sum Death Benefit will be payable under this Plan. If the Pensioner’s last day of Covered Employment is on or after January 1, 2013, the lump sum Death Benefit will be payable under the Mid-Atlantic UFCW and Participating Employers Pension Plan.

7. Effective April 28, 2008, Section 5.3(c) of the Plan is amended by adding the following at the end thereof:

(5) Notwithstanding the foregoing, effective April 28, 2008 and continuing until the Fund no longer is prohibited under applicable law from offering a Level Income Option form of benefit, Participants may not elect to receive their pension benefits in the form of a Level Income Option.

8. The following Section 5.7 is added to Article V:

5.7 Overpayments

If the Fund pays benefits to which a Participant, Spouse, alternate payee, or beneficiary is not entitled or pays benefits in an amount greater than the benefits to which a Participant, Spouse, alternate payee, or beneficiary is entitled (all such benefits hereinafter “Overpayments”), the Fund has the right to recover such Overpayments. The Fund may recover Overpayments by offsetting any future benefits otherwise payable by the Fund to a Participant or to any person who is entitled to benefits with respect to that Participant, including but not limited to a Spouse, alternate payee, or beneficiary.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any Overpayment, including amounts held by a

third party, such as an attorney. Any such amount will be deemed to be held in trust by the Participant, Spouse, alternate payee, or beneficiary, or third party for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, the Participant, Spouse, alternate payee, or beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any Overpayment. The Participant, Spouse, alternate payee, or beneficiary agree to cooperate with the Fund by reimbursing all amounts due and agree to be liable to the Fund for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any Overpayment and agree to pay interest at the rate determined by the Trustees through the date that the Fund is paid the full amount owed.

In addition to its right to recover Overpayments by offset, the Fund also has the right to recover Overpayments by pursuing legal action against the party to whom the benefits were paid or the party on whose behalf they were paid. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any Overpayment or the enforcement of any of the Fund's rights to repayment. By accepting benefits from the Fund, the Participant, Spouse, alternate payee, or beneficiary agree to waive any applicable statute of limitations defense available to any of them regarding the enforcement of any of the Fund's rights to recoup Overpayments.

9. Effective January 1, 2009, Table A is amended by adding the following Sections II – IV, and renumbering the subsequent Sections of Table A accordingly:

II. Factors to Convert Single Life Annuity to Joint and 66 2/3% Survivor Option

Participant's Age	66 2/3% Joint and Survivor Pension						
	Eligible Spouse's Age						
	40	45	50	55	60	65	70
55	.8371	.8533	.8719	.8925	.9128	.9345	.9524
56	.8278	.8448	.8631	.8847	.9058	.9288	.9498
57	.8183	.8350	.8553	.8767	.8990	.9233	.9457
58	.8075	.8250	.8460	.8683	.8918	.9176	.9398
59	.7975	.8149	.8355	.8601	.8847	.9116	.9355
60	.7864	.8045	.8261	.8503	.8772	.9045	.9311
61	.7759	.7939	.8164	.8404	.8687	.8969	.9250
62	.7643	.7830	.8053	.8317	.8599	.8895	.9191
63	.7526	.7710	.7941	.8215	.8503	.8817	.9131
64	.7406	.7599	.7830	.8100	.8419	.8741	.9067
65	.7285	.7477	.7717	.7998	.8313	.8659	.8993
66	.7163	.7364	.7602	.7893	.8205	.8566	.8912
67	.7039	.7239	.7484	.7772	.8109	.8470	.8835
68	.6904	.7111	.7353	.7649	.7996	.8369	.8751
69	.6778	.6982	.7231	.7526	.7868	.8272	.8672
70	.6650	.6851	.7098	.7402	.7756	.8155	.8586

III. Factors to Convert Single Life Annuity to Joint and 75% Survivor Option

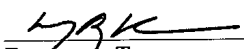
Participant's Age	75% Joint and Survivor Pension						
	Eligible Spouse's Age						
	40	45	50	55	60	65	70
55	.8195	.8371	.8572	.8798	.9018	.9257	.9458
56	.8094	.8278	.8476	.8710	.8942	.9195	.9426
57	.7991	.8172	.8389	.8622	.8865	.9132	.9378
58	.7876	.8064	.8289	.8531	.8786	.9068	.9314
59	.7768	.7953	.8175	.8439	.8707	.9002	.9263
60	.7647	.7840	.8071	.8333	.8625	.8920	.9213
61	.7535	.7725	.7965	.8225	.8530	.8838	.9145
62	.7410	.7609	.7846	.8128	.8432	.8753	.9077
63	.7284	.7480	.7726	.8018	.8334	.8668	.9008
64	.7157	.7361	.7605	.7894	.8233	.8581	.8938
65	.7029	.7230	.7482	.7781	.8118	.8492	.8852
66	.6899	.7109	.7359	.7666	.8000	.8387	.8763
67	.6769	.6975	.7233	.7537	.7894	.8280	.8674
68	.6627	.6840	.7094	.7406	.7772	.8171	.8582
69	.6494	.6704	.6964	.7272	.7635	.8060	.8490
70	.6359	.6566	.6822	.7138	.7510	.7934	.8397

IV. Factors to Convert Single Life Annuity to Joint and 100% Survivor Option

Participant's Age	100% Joint and Survivor Pension						
	Eligible Spouse's Age						
	40	45	50	55	60	65	70
55	.7715	.7924	.8165	.8440	.8714	.9014	.9267
56	.7595	.7811	.8047	.8332	.8616	.8931	.9225
57	.7472	.7683	.7942	.8222	.8520	.8851	.9163
58	.7335	.7553	.7820	.8109	.8419	.8768	.9075
59	.7208	.7422	.7681	.7997	.8320	.8681	.9009
60	.7068	.7290	.7558	.7866	.8216	.8579	.8943
61	.6938	.7155	.7432	.7734	.8098	.8470	.8851
62	.6795	.7019	.7290	.7618	.7978	.8365	.8764
63	.6651	.6869	.7147	.7485	.7854	.8254	.8673
64	.6507	.6732	.7007	.7335	.7733	.8146	.8578
65	.6362	.6583	.6865	.7204	.7591	.8032	.8469
66	.6217	.6446	.6722	.7068	.7448	.7903	.8351
67	.6071	.6297	.6577	.6916	.7322	.7770	.8239
68	.5916	.6146	.6419	.6762	.7175	.7633	.8118
69	.5771	.5995	.6273	.6610	.7012	.7501	.8003
70	.5626	.5843	.6116	.6458	.6868	.7347	.7881

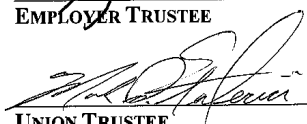
IN WITNESS THEREOF, the undersigned have set their hands as of the last date written below.

Date: 12/18/2012.



EMPLOYER TRUSTEE

Date: 12-18-13



UNION TRUSTEE

**FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION AND
UNITED FOOD AND COMMERCIAL WORKERS PENSION FUND**

**PLAN AMENDMENT NO. 3
TO RESTATEMENT EFFECTIVE JANUARY 1, 2009**


Pursuant to Article VIII, Section 8.1 of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan ("Plan"), the Board of Trustees of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund hereby amends the Plan as follows, effective May 23, 2013:

Plan Section 9.2 is amended by adding the following paragraph at the end thereof:

No person whose application for benefits under the Plan has been denied, in whole or in part, may bring any action in any court or file any charge, complaint or action with any state, federal or local government agency prior to exhausting his available appeals within the time limits as provided in this Section. A claimant whose claim for benefits and appeal has been denied who wishes to bring suit must do so within three years from the date on which the Board makes its final decision on the claimant's appeal. For all other actions, the claimant must commence that litigation within three years of the date on which the violation of Plan terms is alleged to have occurred. For any action to enforce the terms of the Plan, including but not limited to benefit claims denied on appeal, if a claimant wishes to file suit, the claimant must bring that litigation in the United States District Court for the District of Maryland. A claimant includes, but is not limited to, a Participant and his or her Spouse, beneficiary, or alternate payee.


IN WITNESS THEREOF, the undersigned have set their hands as of the last date written below.

Date: 10-3-13



EMPLOYER TRUSTEE

Date: 9/25/13



UNION TRUSTEE

**FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION AND
UNITED FOOD AND COMMERCIAL WORKERS PENSION FUND**

**PLAN AMENDMENT NO. 4
TO RESTATEMENT EFFECTIVE JANUARY 1, 2009**

Pursuant to Article VIII, Section 8.1 of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Plan ("Plan"), the Board of Trustees of the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund adopts this amendment to clarify the following Plan provisions.

1. Sections 4.4(a)(1) and (2) are revised to read as follows:

- (a) (1) completed at least thirty (30) years of Benefit Service at a Tier I full-time or part-time monthly contribution rate ("30 & Out Pension"); provided that this subsection shall be effective for a Tier I Participant on whose behalf a full-time monthly contribution rate of Eighty-One Dollars and Seventy-Six cents (\$81.76) was in effect as of March 26, 2000 only if such Participant had an Hour of Service on or after that date;
- (2) completed at least thirty (30) years of Benefit Service with a majority of Benefit Service at a Tier I contribution rate ("30 & Out Pension"); provided that this subsection shall be effective for a Tier I Participant on whose behalf a full-time monthly contribution rate of Eighty-One Dollars and Seventy-Six cents (\$81.76) was in effect as of March 26, 2000 only if such Participant had an Hour of Service on or after that date; or

2. Section 4.8(b)(1) is revised to read as follows:

- (b) (1) If a Pensioner receiving a Disability Pension at the time of his death, whose last Employer contributed to the Fund on his behalf at (A) a Tier I monthly contribution rate or (B) the highest Tier II hourly contribution rate for persons becoming a Participant hereunder on or after January 1, 1982, dies prior to the receipt of sixty (60) monthly pension payments, the unpaid remainder of said sixty (60) payments shall be continued monthly to his beneficiary (who may be someone other than the Participant's Spouse only if the requirements of Section 4.13(b) are satisfied), as shown by the records of the Fund, if living.

3. The second paragraph of Section 4.11(a) and the third paragraph of Plan Section 4.11(b) are revised to read as follows:

The amount of such Death Benefit shall be determined as follows:

- (i) Two Thousand Five Hundred Dollars (\$2,500), if the majority of the

Pensioner's Benefit Service is Full-Time Benefit Service with a Tier I full-time contribution rate at the time of his death, or

- (ii) One Thousand Dollars (\$1,000), if the majority of the Pensioner's Benefit Service is (1) Part-Time Benefit Service with a Tier I part-time contribution rate; or (2) Full-Time Benefit Service at a Tier II full-time contribution rate, at the time of his death, or
- (iii) Five Hundred Dollars (\$500), if the majority of the Pensioner's Benefit Service is Part-Time Benefit Service at a Tier II part-time contribution rate at the time of his death.

Notwithstanding the foregoing, if a Pensioner was employed by Shoppers, Eddie's or Basics, the Pensioner's death benefit will be \$2,500 if the majority of his Benefit Service is Full-Time Benefit Service, and it will be \$1,000 if the majority of his Benefit Service is Part-Time Benefit Service.

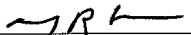
4. Plan Section 5.2(a)(1) is revised to read as follows:

- (1) as of the date of the Pensioner's termination from Covered Employment, the Pensioner's last Employer was contributing at (A) a Tier I full-time or part-time contribution rate; or (B) the highest Tier II full-time or part-time hourly rate for persons becoming a Participant hereunder on or after January 1, 1982 and

5. Effective January 1, 2013, Table B is replaced with the attached updated Table B.

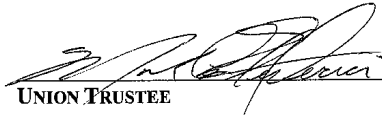
IN WITNESS THEREOF, the undersigned have set their hands as of the last date written below.

Date: 12/18/2013



EMPLOYER TRUSTEE

Date: 12-2013



UNION TRUSTEE

