Exhibit 7.06b
Most recent summary plan description (SPD) and all subsequent summaries of material modification (Checklist Item #37)

Warehouse Employees Union Local No. 730 Pension Trust Fund

September 2009

Summary Plan Description

IBT730-0194

The Fund Administrator:

Receives contributions from employers;
Processes pension applications;
Makes pension payments; and
Provides information about the Fund and Plan benefits.

Your Fund Administrator is:

Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241
www.associated-admin.com

Office hours: 8:30 a.m. to 4:30 p.m. Monday through Friday

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IBT730-0196

September 2009

Dear Participant,

The Warehouse Employees Union Local No. 730 Pension Trust Fund (the "Fund") was established on August 15, 1965, to help our Participants plan for retirement. The Fund is governed by a Board of Trustees, half of whom are selected by Teamsters Local 730 and the other half by the contributing employers. Over the years, the Trustees have modified and improved the Fund's benefits to meet the changing needs of Participants and their Beneficiaries.

This booklet, our Summary Plan Description ("SPD"), gives you basic information about your benefits under the Pension Plan. When you read the booklet, remember that it is only a summary of the Plan. This booklet does not replace the more precise language of the Plan and Trust documents. If there is any conflict between the description of the Plan in this booklet and the actual text of the Plan's controlling documents, the actual controlling documents will always govern. The Plan, Trust, and other important documents are available for your inspection and copying at the Fund Office.

We urge you to read this booklet carefully so that you are familiar with the valuable benefits provided under the Plan. It gives you information about when you can retire, how much your monthly pension will be, and other important facts about your retirement benefits. You will need this information to help plan for your future.

The Trustees 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

Board of Trustees

Fund Administrator

Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241
www.associated-admin.com

Legal Counsel

Dickstein Shapiro, LLC
1825 Eye Street NW
Washington, DC 20006-5403

Morgan, Lewis & Bockius, LLP
1111Pennsylvania Avenue, NW
Washington, DC 20004

Clerical Error: If a clerical error or other mistake occurs, that error does not create a right to benefits. Errors may include, but are not limited to, providing misinformation on eligibility, benefit coverage, or entitlements. The terms of the Plan may not be amended by oral statements made by the Plan Sponsor, Plan Administrator, Fund Administrator, or any other person. In the event an oral statement conflicts with any Plan term, the Plan terms will control. It is your responsibility to confirm the accuracy of statements made by us or our designees, including the Fund Administrator, in accordance with the terms of this SPD and other Plan documents.

Facts about the Fund

Plan Name
Warehouse Employees Union Local No. 730 Pension Trust Fund

Plan Sponsor
Warehouse Employees Union Local No. 730 Pension Trust Fund
Board of Trustees
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241

Plan Administrator
The Fund is administered by the Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund. The Trustees have contracted with Associated Administrators, LLC, to provide administrative management services.

Administrator Contact Information
Board of Trustees
Warehouse Employees Union Local No. 730 Pension Trust Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241
www.associated-admin.com

Employer Identification Number
52-6124754

Plan Number
001

Plan Type
The Fund administers a defined benefit pension plan maintained under one or more collective bargaining agreements. Copies of these agreements are available for your inspection at the Fund Office. You also may obtain copies upon written request to the Fund Administrator.

Agent of Service for Legal Process
Service of legal process may be made upon the Fund Administrator or upon any Trustee at the above address.

Effective Date

This booklet applies to retirements on or after September 1, 2009. If you terminated employment covered by this Plan before September 1, 2009, different conditions may apply to you. Contact the Fund Office for more information.

This SPD replaces and supersedes any prior SPD for Plan participants who have not retired or otherwise leave covered employment before September 1, 2009.

Contributions, Employers, and Authorizing Documents

All contributions to the Fund are made based on collective bargaining agreements between the Warehouse Employees Local Union No. 730 ("Local 730") and the contributing employer or other participation agreements approved by the Fund's Trustees. Participant contributions are not allowed. Participants and Beneficiaries may obtain a copy of any agreement upon written request to the Fund Administrator. Contributions are paid according to the rates set forth in those agreements. The Fund invests these contributions with the assistance of professional asset managers. The Fund pays benefits from these contributions and the earnings on the investments. As of the date of printing this SPD, the Fund's assets are held in the custody of PNC Bank, N.A.

This booklet contains a list of the employers who contribute to the Fund as of the date of publication. Upon written request to the Administrator, you may obtain a copy of a current list of contributing employers with their addresses. Also available for inspection or copying at the Fund Administrator's Office ("Fund Office") are the documents establishing and maintaining the Fund.

Plan Year

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

Termination and Fees

The Board of Trustees reserves the right to terminate, merge, consolidate, or transfer the Plan and amend or eliminate benefits, in whole or in part, at any time, to the extent permitted by applicable law. If the Plan is amended, you will be provided with written notification. If the Plan is terminated, you will be 100% vested in your Accrued Benefit as of the date of termination, to the extent the Plan is funded. Regardless of the funding status, the assets of the Fund will be allocated and distributed at termination in accordance with applicable law. Any provision of the Plan that requires a fee or charge to a Participant or Beneficiary is generally summarized herein. For additional information about termination or fees, contact the Fund Office.

Top-Heavy Provisions

Federal law requires that if the Plan becomes a top-heavy plan, as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that the Plan becomes top-heavy, you will be notified accordingly.

Maximum Contributions

The Internal Revenue Code imposes maximum limitations on contributions permitted under qualified plans. These limits are liberal and would not normally prevent you from receiving full benefits. In the unlikely event that the employer contributions made on your behalf are limited, you will be notified.

Definitions

The terms below are used throughout this booklet to describe your pension benefits including your eligibility and receipt of benefits.

Accrued Benefit
The amount of monthly pension benefits, as of a given date, that you will be eligible to receive from the Fund at Normal Retirement Age. Your Accrued Benefit is determined based upon your years of service and your employer's contribution rate. However, the actual amount of your pension may differ from your Accrued Benefit based on your age at retirement, whether you are married, and the form of payment in which you elect to receive your benefit.

Hours Worked
Hours for which you were paid or entitled to payment based on services performed for a participating employer, including hours for which a participating employer had an obligation to pay you back pay or other compensation for hours during which you might otherwise have been working.

Hours of Service
Hours of Service include Hours Worked, as well as hours for which you received payment but performed no services for a participating employer, and hours spent on a leave of absence. A "leave of absence" is an approved absence from work that is not a termination of employment (e.g., sick leave, qualified military service, or parental leave). For example, hours spent on paid vacation or unpaid disability leave are Hours of Service, but not Hours Worked.

Normal Retirement Age
The later of age 60 or the fifth anniversary of the date you entered the Plan.

Participants and Beneficiaries
Individuals who are currently or may eventually become eligible to receive benefits from the Fund. Beneficiaries are individuals who receive benefits from the Fund after the Participant's death. As described herein, limits exist on who can receive some benefits from the Fund as a Beneficiary.

Total and Permanent Disability
You are considered to be Totally and Permanently Disabled if you have been determined to be disabled by the Social Security Administration within the meaning of 42 U.S.C. § 416(i), § 1382c(a)(3), or other comparable provision of the Social Security Act.

Years of Service for Benefit Accrual Purposes

A calendar year during which you complete 1,610 Hours of Service or 1,400 Hours Worked. If you earned 700 or more Hours Worked but less than 1,400 Hours Worked, you may receive a pro rata fraction of a Year of Service for Benefit Accrual Purposes. For example, 1,050 Hours Worked would give you ¾ Year of Service for Benefit Accrual Purposes (1,050 / 1,400 = 0.75).

Years of Service for Vesting Purposes

A Year of Service for Vesting Purposes is a consecutive 12-month period during which you earn more than 1,000 Hours of Service or 870 Hours Worked.

Eligibility and Vesting

Eligibility

Generally, you become eligible to participate in the Plan by working at jobs covered by a collective bargaining agreement between Local 730 and a participating employer, where the agreement requires the employer to make contributions to the Fund on your behalf. While participation is automatic, you are not automatically vested and you do not have the right to receive a benefit under the Plan from the moment you begin work.

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

Vesting

If you are "Vested," then you have earned a right to an Accrued Benefit that is non-forfeitable and unconditional. Generally, you have a fully vested interest (or have a right to receive your Accrued Benefit) when you complete five Years of Service for Vesting Purposes. There are exceptions to this rule. For example, you have a vested interest if you are still actively employed when you reach your Normal Retirement Age, regardless of your completed Years of Service. Another exception is that if you stopped your employment covered by this Plan before January 1, 1999, you are not vested unless you completed 10 Years of Service for Vesting Purposes.

Breaks in Service

In addition to these exceptions, earning a fully vested interest often depends on the Plan's Break in Service rules. You have a "Break in Service" for Years of Service for Vesting Purposes if you complete less than 500 Hours of Service or 435 Hours Worked in a calendar year. Your Years of Service before a Break in Service will **not** be taken into account when calculating your Accrued Benefit if you have a Break in Service before you have a fully vested interest and the number of consecutive one-year breaks in service equals or exceeds the greater of five years or your Years of Service for Vesting Purposes at the time you began the Break in Service. Once you are fully vested, you cannot lose your prior service, no matter how long your Break in Service.

The following examples illustrate the Plan's Break in Service rules:

1. If you earned six Years of Service for Vesting Purposes and began a six-year Break in Service after January 1, 1999, then your service before the Break in Service will be taken into

account for Years of Service for Vesting Purposes when you return from your Break in Service.
Rationale: Your six Years of Service will be taken into account because you were fully vested and had completed five Years of Service before you began your Break in Service.

2. If you earned four Years of Service for Vesting Purposes and began a six-year Break in Service after January 1, 1999, then your service before the Break in Service will not be taken into account for Years of Service for Vesting Purposes when you return from your Break in Service.
   Rationale: Your four Years of Service will not be taken into account because:
   - You began your Break in Service before you had a fully vested interest; and
   - The consecutive years of your Break in Service (six years) was more than five years and more than your Years of Service (four years).

3. If you earned six Years of Service for Vesting Purposes and began a seven-year Break in Service before January 1, 1999, then your service before the Break in Service will **not** be taken into account for Years of Service for Vesting Purposes when you return from your Break in Service.
   Rationale: Your six Years of Service will not be taken into account because you had not completed 10 Years of Service before your Break in Service that began before January 1, 1999.

You will not incur a Break in Service if you have a leave of absence, which does not constitute a termination of employment, for any of the following reasons:

- If you are disabled by accident or illness for up to 36 consecutive months, and you return to work for a contributing employer within 30 days after you recover;
- If you are laid off due to lack of work for up to 104 consecutive calendar weeks;
- If you are absent from work due to pregnancy, or immediately following:
  - The birth of your child; or
  - Placement of a child with you in connection with the adoption of the child; or
- If your employer grants you, by written approval, a leave of absence for up to six consecutive months, provided a copy of the written approval is received by the Fund Office before you begin the leave of absence.

The Fund abides by all federal laws regarding benefits for individuals who perform certain military services. Under federal law, a Participant who is off work as the result of certain qualified military service generally will not suffer a Break in Service and may be entitled to credit for Years of Service for Vesting and Benefit Accrual Purposes during the period of such service. If a Participant leave employment to enter qualified military service and then dies while performing qualified military service, then the Fund provides benefits as if the Participant had resumed employment before the time of death. If a Participant missed work as a result of military service, or if a former Participant died while performing military service, contact the Fund Office for more information.

You should notify the Fund Office if you are out of work for any of these reasons. Certain restrictions apply to leaves of absence. The Fund Office may be able to provide you with more information to claim Years of Service during a leave of absence and can address any other vesting concerns.

As the vesting and Break in Service rules show, your rights to benefits from the Fund may be calculated using an alternate method or based on different conditions if you terminated employment before January 1, 1999. If you believe these different methods or conditions apply to you, contact the Fund Office for more information.

Pension Benefits

The Fund offers three **types** of retirement benefits:

1. Normal Retirement Pension;
2. Early Retirement Pension; and
3. Deferred Vested Pension.

The Fund also offers four **forms** of benefit payments, which are described in the next section. All of the types of benefits and forms of payment are calculated based on a percentage of contributions made by your employer into the Fund on your behalf.

1. Normal Retirement Pension

The Normal Retirement Pension is the most basic retirement type. You are eligible for a Normal Retirement Pension when you reach Normal Retirement Age (usually age 60). The Normal Retirement Pension is a monthly payment based on a percentage of contributions paid on your behalf by your employer, as follows:

Amount of Contributions x 4.17%

Under the Normal Payment Option, your Normal Retirement Pension amount will be paid for either 84 months or 120 months (7 years or 10 years) depending on your employer. After that time, your benefit will be reduced by 45% (meaning you will receive 55% of what it had been originally) for the remainder of your lifetime.

Normal Retirement Pension Example

Esther was born in 1950 and entered the Plan at age 40 in 1990. From January 1, 1990, to January 1, 2010, her employer made $20,000 worth of contributions on her behalf. Esther retired on January 15, 2010. Esther's monthly benefit is calculated as follows:

Contributions Made on Ester's Behalf	x	Percentage	=	Monthly Benefit
$20,000	x	4.17%	=	$834.00

Esther's monthly Normal Retirement Pension will be $834 for the first 7 or 10 years (depending on her employer) following her retirement on January 15, 2010. After that period, her benefit will be reduced to 55% of that amount, or $458.70 per month, for the rest of her life.

This example assumes payment in the Normal Benefit Option; benefit amounts may be different based on the form of payment you elect.

You are entitled to continue working and to postpone receiving your pension benefits regardless of the type of retirement benefit or form of payment. If you earn Hours of Service after your Normal Retirement Age or if you postpone the start of retirement benefits, limitations may apply to your pension benefits from the Fund. If you work past Normal Retirement Age and want to know more about these limitations, contact the Fund Office for more information.

2. Early Retirement Pension

The Fund offers Unreduced and Reduced Early Retirement Pensions.

Unreduced Early Retirement Pension
If you have 30 or more Years of Service for Benefit Accrual Purposes, you are eligible for an Unreduced Early Retirement Pension, regardless of age. This benefit is often referred to as the "30 & Out" Pension.

Reduced Early Retirement Pensions
There are two types of Reduced Early Retirement Pensions.

If you are age 55 or older with 25 Years of Service for Benefit Accrual Purposes, you may be eligible for the Reduced Early Retirement Pension, often referred to as the "25 & Out" Pension. It is considered "reduced" because the benefit is reduced by 5% for every year that the benefit is elected before 30 Years of Service for Benefit Accrual Purposes. For example, if at age 55 you elect an Early Retirement Pension after 28 Years of Service for Benefit Accrual Purposes, your monthly benefit is reduced by 10% (5% for each of the two years less than 30 Years of Service). To determine if you are eligible for the 25 & Out Pension, contact the Fund Office.

If you are age 55 or older with at least 20 continuous Years of Service for Benefit Accrual Purposes and you have participated in the Plan for at least 10 continuous years, you are eligible for another kind of reduced Early Retirement Pension. This benefit is reduced by a percentage based on your age at retirement, as shown in the following table:

Age at Early Retirement	Percentage of Accrued Benefit
55	75%
56	80%
57	85%
58	90%
59	95%

As with the Normal Retirement Pension, you will receive the full amount of the Early Retirement Pension for the first 7 or 10 years (depending on your employer) of your pension benefit. After this initial period your benefit will be reduced to 55% of the original amount and will remain at this level thereafter. The length of the initial period depends on the rate of contribution paid by an employer to the Fund on your behalf under the applicable collective bargaining agreement.

Early Retirement Pension Example

Ralph, who was born January 5, 1954, entered the Plan in 1982 on his 28th birthday. He has worked continuously for an employer that participated in the Plan since 1982, and his employer has contributed $21,000 to the Plan on his behalf during this time. Ralph is trying to decide when to retire.

As of his 55th birthday in 2009, Ralph has earned 27 Years of Service for Benefit Accrual Purposes with at least 10 years of continuous participation in the Plan, so he is eligible for a reduced Early Retirement Pension.

Reduced Early Retirement Pension

If Ralph elects to retire on the reduced Early Retirement Pension, his monthly benefit would be calculated as follows:

Monthly Amount Before Reduction:	$21,000 x	4.17%	=	$875.70
Monthly Amount for First 7 or 10 Years:	$875.70 x	75%	=	$656.78
Monthly Amount After First 7 or 10 Years:	$656.78x	55%	=	$361.23

However, Ralph is eligible for the 25 & Out Pension because he has more than 25 Years of Service for Benefit Accrual Purposes, so his monthly 25 & Out Pension would be calculated as follows:

Reduction Percentage: 30 Years of Service – 27 Years of Service = 3
3 x 5% per year reduction = 15%
100% - 15% = 85%

Monthly Amount Before Reduction:	$21,000 x	4.17%	=	$875.70
Monthly Amount for First 7 or 10 Years:	$875.70 x	85%	=	$744.35
Monthly Amount After First 7 or 10 Years:	$744.35x	55%	=	$409.39

Unreduced Early Retirement Pension

If Ralph continues to work and earns three more Years of Service for Benefit Accrual Purposes he would be eligible for the 30 & Out Pension, which is an unreduced Early Retirement Pension. If Ralph chooses to do this and his employer contributes an additional $1,000 on his behalf during these three additional years, his monthly benefit is calculated as follows:

Monthly Amount for First 7 or 10 Years:	$22,000 x	4.17%	=	$917.40
Monthly Amount After First 7 or 10 Years:	$917.40x	55%	=	$504.57

If Ralph had not earned 25 Years of Service for Benefit Accrual Purposes by his 55th birthday, the best Early Retirement Pension he could receive would be $656.78 every month for 7 or 10 years and $361.23 per month for the rest of his life. Because Ralph earned 27 Years of Service for Benefit Accrual Purposes, Ralph is entitled to almost $100 more per month for the first 7 or 10 years and almost $50 more per month thereafter. On the other hand, if Ralph works three more years, Ralph will receive $917.40 per month for the first 7 or 10 years and $504.57 per month thereafter.
This example assumes payment in the Normal Benefit Option; benefit amounts may be different based on the form of payment you elect.

3. Deferred Vested Pension

You are eligible for a Deferred Vested Pension if you leave covered employment after you have a fully vested interest but before you retire. The Deferred Vested Pension gives you the right to receive benefits in the **future** although you are not currently eligible for your benefits to begin.

A Deferred Vested Pension is calculated the same way as a Normal Retirement Pension. Generally, you may begin to receive a Deferred Vested Pension once you are age 60 or older with at least five Years of Service for Vesting Purposes earned at least partially after January 1, 1999. However, if you are between the ages of 55-59, with at least 20 continuous Years of Service for Benefit Accrual Purposes and 10 continuous years of participation in the Plan, you may elect to receive your Deferred Vested Pension as an Early Retirement Pension.

Deferred Vested Pension Example
From 1984 to 1999, Paul worked for an employer that participated in the Fund. Paul's employer made $20,000 of contributions on Paul's behalf over these 15 years. Eleven years later, when Paul is 62 years old in 2010, he applies for a Deferred Vested Pension. His monthly pension will be calculated as follows:

Monthly Amount for First 7 or 10 Years:	$20,000 x	4.17%	=	$834.00
Monthly Amount After First 7 or 10 Years:	$834.00 x	55%	=	$458.70

This example assumes payment in the Normal Benefit Option; benefit amounts may be different based on the form of payment you elect.

If you left covered employment before January 1, 1999, your rights to a Deferred Vested Pension may be calculated using an alternate method or based on different vesting rules. In general, the rules that apply to you are the ones in effect as of your last Hour of Service under the Plan. If you left covered employment before January 1, 1999, contact the Fund Office for more information.

Payments Beginning after Normal Retirement Age

If your Normal Retirement Pension or a postponed retirement benefit begins later than your Normal Retirement Age or postponed retirement date (as applicable) due to reasonable administrative delay, your initial benefit payment will include a retroactive payment for any month(s) that the benefit is due.

If payment of your Normal Retirement Pension begins after your Normal Retirement Age, your (or your surviving spouse's) monthly benefit will be the greater of your:

- Benefit payable at your Normal Retirement Age or postponed retirement date, as applicable; or
- Normal Retirement Pension accrued at your Normal Retirement Age actuarially increased for each complete calendar month between your Normal Retirement Age and the date payment begins (for which benefits were not suspended), converted as of the benefit commencement date to the form of payment you elect.

Alternatively, if you (or your surviving spouse) were eligible to receive a benefit at your Normal Retirement Age, but did not apply at your earliest eligibility date, you are entitled to receive your benefit retroactive to (and determined as of) your Normal Retirement Age (this is known as your "Retroactive Annuity Starting Date"). The amount of the benefit attributable to the period beginning on your Retroactive Annuity Starting Date until the date you submit you application and benefit payments begin (provided they were not suspended) will be paid as a lump sum, adjusted for simple interest at a rate that is equal to the Trust's custodial bank's money market interest rate in effect at the beginning of the month you file an application for benefits.

Once a lump sum payment, as described above, is made, the monthly amount of your benefit will be the same as if your payments had actually began on your Retroactive Annuity Starting Date. The lump sum payment is in lieu of any actuarial adjustment that might otherwise be due to the monthly amount by virtue of delayed commencement of benefit payments.

You may elect to receive retroactive payments only if all applicable notice and consent requirements, including, but not limited to those of Code sections 401(a)(11) and 417, and the Treasury regulations, are satisfied. Consent requirements, including obtaining appropriate spousal consent to the election of retroactive payments, are in accordance with the provisions of section 1.417(e)-1 of the Treasury regulations.

Any retroactive payment or actuarial adjustment under described in this section will be determined in accordance with the provisions of section 1.417(e)-1 of the Treasury Regulations.

If you accrue additional benefits after your Normal Retirement Age, these additional benefits will only be actuarially increased from the date they would have first been paid rather than from your Normal Retirement Age. If benefits are distributed while you are still employed, any additional benefit service earned after your Normal Retirement Age will be reduced, but not below zero, in accordance with Section 1.411(b)-2(b) of the Proposed regulations.

If the Lump Sum Actuarial Equivalent of the benefit that would otherwise be payable as an annuity to you or your surviving spouse, surviving annuitant, or Beneficiary is $1,000 or less, the Plan may make a lump sum payment without prior notification or consent of such individual. If the benefit is between $1,000 and 5,000, you or your surviving spouse, surviving annuitant, or Beneficiary may elect to receive the benefit in the form of a lump sum (see **Small Benefit Payout** in next section).

Notwithstanding any provision of this Pension Plan to the contrary, your benefits will be distributed to you not later than April 1 of the calendar year following the later of the calendar year in which you attain age 70½ or retire.

Forms of Payment

Aside from the types of retirement benefits, the Fund offers four basic benefit forms of payment:

1. Normal Benefit Option;
2. Single Life Option;
3. Five- or Ten-Year Certain Options; and
4. 50%, 66⅔%, or 75% Joint and Survivor Annuity Options (only available to married participants).

You may elect the form in which you will receive your benefits, but you may **not** change the form of benefits once your benefits commence. Benefit option elections may not be changed after retirement, even if a retiree returns to work. For example, if you retire, are eligible, and elect the 75% Joint and Survivor Annuity Option, but subsequently return to work under the Plan, when you again retire, your benefit will continue in the 75% Joint and Survivor Annuity Option form of payment.

Under both the Normal Benefit Option and the Single Life Option, payments are made for your lifetime; there are no survivor benefits. The Five- or Ten-Year Certain and Joint and Survivor Annuity Options provide for monthly payments to a Beneficiary after your death.

Please note that when benefits are paid "for your lifetime," this means that payments stop upon your death; the last payment you are entitled to is the monthly payment due immediately before your death.

Normal Forms of Payment

- If you are single at retirement, your benefit will automatically be paid in the Normal Benefit Option unless you elect an optional form of payment.
- If you are married at retirement, your benefit will automatically be paid in the 50% Joint and Survivor Annuity Option form of payment unless you elect an optional form of payment. However, to elect an optional form of payment, you must have your spouse's written, notarized consent.

To help you decide on the payment option that is right for you, the Fund Office will prepare an estimate of your pension benefits under the different benefit forms. To get an estimate, simply write to the Fund Office requesting the estimate with your name, address, and Social Security Number. Generally, you should ask for this information three months before your retirement.

Small Benefit Payout

If the present value of your Accrued Benefit is $5,000 or less, your benefit will be paid as a lump sum payment. This means that your entire benefit will be paid in one payment; once the lump sum payment is made, no additional Plan benefits will be paid.

If the present value of your Accrued Benefit is $1,000 or less, the Plan will automatically distribute the lump sum payment to you. No action is required on your part to receive this distribution.

However, if the present value of your Accrued Benefit is greater than $1,000, but less than $5,000, the distribution of your lump sum payment will only be made once you direct the Fund as to whether the payment should be made directly to you or rolled over into an eligible employer plan or IRA.

1. Normal Benefit Option

The Normal Benefit Option provides monthly payments for your lifetime. Under the Normal Payment Option, your benefit is paid, unreduced, for the first 84 months or 120 months (7 years or 10 years), depending on your employer. After that time, your benefit is reduced by 45% (meaning you will receive 55% of what it had been originally) for the remainder of your lifetime.

The term "normal" does not mean that this payment form is the most frequently selected. Rather, the Plan uses this term because benefit calculations are based on this basic form and it is the default benefit form for single retirees. All types of retirement benefit examples are based on the Normal Benefit Option form of payment.

2. Single Life Option

The Single Life Option is similar to the Normal Benefit Option form of payment in that it provides monthly payments for your lifetime. However, unlike the Normal Benefit Option, you receive the same monthly amount throughout your retirement. In other words, if you select this option, your benefit will **not** be reduced to 55% of the amount in the initial period after 7 or 10 years. Because there is no reduction after the initial period, your Single Life Option amount is less than what would be paid during the initial period of the Normal Benefit Option. The amount of the reduction is determined using an actuarial formula set forth in the Plan.

Single Life Option Example
Henry retires at age 60. He will receive $834.70 per month for his lifetime under the Single Life Option. If he does not elect this option, his benefit under the Normal Benefit Option will be $1,000 per month for the first 7 or 10 years, and then $550 per month, thereafter.

3. Five- and Ten-Year Certain Options

The Five- and Ten-Year Certain Option forms of payment provide you with monthly pension payments for your lifetime, with a guarantee that at least 60 monthly payments (under the Five-Year Certain Option) or 120 monthly payments (under the Ten-Year Certain Option) will be made.

If you die after 60 or 120 payments, as applicable, have been made, no further benefits will be paid. However, if you die before 60 or 120 monthly payments, as applicable, have been made, the balance of your payments will be made to your designated beneficiary. While you may name any person to be your Beneficiary, if you are married, you must have your spouse's written, notarized consent to name someone other than him or her as your Beneficiary.

Your benefit is reduced under this option because this form of payment includes a guarantee of a specific number of payments. The amount of the reduction is determined using an actuarial formula set forth in the Plan.

Five- and Ten-Year Certain Options Example. When Gloria retires at age 60 in 2009, under the Normal Benefit Option, she is eligible to receive $1,000 per month for the first 7 or 10 years, and then $550 per month thereafter, with no further benefits paid upon her death.

If Gloria elects the Five-Year Certain Option, her benefit would be $829.86 per month for her lifetime. If she dies after receiving 12 monthly payments, her Beneficiary would be eligible to receive $829.86 per month for another 48 months. However, if Gloria dies after receiving 60 monthly payments, no further benefits will be paid upon her death.

If Gloria elects the Ten-Year Certain Option, her benefit would be $808.17 per month for her lifetime. If she dies after receiving 12 monthly payments, her Beneficiary would be eligible to receive $808.17 per month for another 108 months. However, if Gloria dies after receiving 120 monthly payments, no further benefits will be paid upon her death.

4. 50%, 66⅔%, and 75% Joint and Survivor Annuity Options

These forms of payment are only available to married participants.

The Joint and Survivor Option forms of payment provide you with monthly pension payments for your lifetime. After you die, your surviving spouse will receive 50%, 66⅔%, or 75%, as applicable, of your monthly pension for the rest of his or her life. These options are the only forms of payment that provide your spouse with a monthly benefit for his or her lifetime after your death. However, if your spouse dies before you, no further payments will be made upon your death. Your benefit will not be recalculated if your spouse dies before you.

Your benefit is reduced under this option because this form of payment provides benefits based on the lives of two people. To calculate this benefit, first the Plan determines your benefit as if it were to be paid as a Single Life Option form of payment and then reduces this amount. The amount of the reduction is determined using an actuarial formula set forth in the Plan and is based on your age and your spouse's age at retirement as well as the option you elect (50%, 66⅔%, or 75%). Because your spouse would receive a higher benefit under the 66⅔% or 75% options, the reductions for these options is more than the 50% option.

Joint and Survivor Options Example

When Robert retires at age 60, his wife, Jane, is age 55, and he is eligible for a Single Life Option monthly benefit of $870.08. Here is what Robert's monthly benefit would be for his lifetime under each of the Joint and Survivor Annuity Option forms of payment:

50% Joint and Survivor Annuity	66⅔% Joint and Survivor Annuity	75% Joint and Survivor Annuity
$641.98	$617.13	$605.54

Here is what Jane's monthly benefit would be for her lifetime under each of the Joint and Survivor Annuity Option forms of payment if Robert dies before her:

Jane's 50% Survivor Benefit	Jane's 66⅔% Survivor Benefit	Jane's 75% Survivor Benefit
$320.84	$411.62	$454.16

The multipliers used in the examples in this section are from the Plan's actuarial table based on the ages of the Participant and spouse (where applicable) and are illustrative only. Actual actuarial reductions will vary according to each individual situation. If you have any questions regarding the multipliers or actual actuarial reductions that the Fund will use, contact the Fund Office for more information.

Employment after Retirement

You are prohibited from receiving benefits from the Fund while working in certain jobs after retirement. If you become employed after your benefits under this Plan begin, you must notify the Fund Office immediately. You must also provide the Fund Office with any documents or information sufficient to establish that your employment does not require the suspension of your benefits under the Plan's Re-Employment Rules. If the Fund discovers that you worked after retirement without notifying the Fund Office, the Fund Administrator will presume that your employment violates the Plan's Re-Employment Rules and will suspend your benefits accordingly. Your benefits will remain in suspension status until you supply the Fund Administrator with information and documentation necessary to show that you are not in violation of the Plan's Re-Employment Rules.

Under the Plan's Re-Employment Rules, your pension benefits will be suspended if you return to work after retirement:

- In a job for which your employer is required to make contributions to this Plan, or
- For an employer that:
    - Maintains its business in the same industry as any of the participating employers; **and**
    - Is located in the Washington, D.C., metropolitan area.

Once suspended, your benefits will not resume until you are no longer employed in violation of the Plan's Re-Employment Rules. Further, if suspended, your benefits will not resume until the third month after you cease the subsequent employment, you provide the Fund Office with the appropriate information described above certifying that you have ceased subsequent employment, **and** the Fund determines that you are in compliance with the Fund's Re-Employment Rules. Your resumed benefits will be adjusted to account for the period of re-employment in accordance with the Plan (i.e., the Fund Office will recalculate your monthly pension benefit based on additional contributions made on your behalf). **You may only elect a form of payment once. If your benefits are suspended under the Re-Employment Rules, you cannot make a new benefit election when your benefits resume (when you are no longer employed).**

The Fund's Administrator will notify you if your benefits are suspended under the Re-Employment Rules and the reason for the suspension. You have the right to request that the Fund's Trustees review the suspension of your benefits. You can make your request for review in the same manner set forth under the Plan's Appeal Procedure. The Administrator's notice will explain how to make your request and the date by which your request must be submitted to the Trustees.

Death Benefits

The Fund provides two types of death benefits if you die before retirement:

- Lump Sum Death Benefit; and
- Survivor Death Benefit.

Lump Sum Death Benefit

The Lump Sum Death Benefit is a one-time payment to the person or persons named on your enrollment card as the Beneficiary of this benefit. You can change your designated Beneficiary at any time, but the Fund may require that your spouse agree to the change.

Your Beneficiaries are only entitled to the Lump Sum Death Benefit if, on the date of your death:

- You are an active Participant in the Plan;
- You have participated in the Plan for at least five continuous years; and
- An employer has contributed to the Plan on your behalf for at least 40 weeks.

You are not eligible for a Lump Sum Death Benefit if you have received a Lump Sum Disability Benefit from the Fund.

The Lump Sum Death Benefit is $2.00 multiplied by the number of weeks in which an employer made contributions on your behalf to the Fund, up to a maximum benefit of $2,000. Generally, the Lump Sum Death Benefit will be paid one month after the Fund Administrator has received all necessary information from your designated Beneficiary.

It is important to keep your enrollment information current with the Fund. Should it become necessary, the Fund uses this information to pay benefits to the appropriate individuals. If your Beneficiary dies before you and you do not name another Beneficiary, upon your death, the Fund will pay benefits to your:

- Surviving spouse; or if none, then
- Surviving children, in equal shares; or if none, then
- Surviving natural parents, in equal shares; or if none, then
- Estate.

Survivor Death Benefit

The Survivor Death Benefit is a monthly benefit paid to your spouse for the remainder of his or her life. It is paid in addition to any Lump Sum Death Benefit. Your surviving spouse is eligible to begin receiving the monthly survivor benefits the month following the month in which you would have become eligible for a Normal or Early Retirement Pension from the Fund. However, payments may not begin until one month after the Fund Administrator has received all necessary information from your surviving spouse.

The amount of the Survivor Death Benefit is calculated based on your Accrued Benefit on the day of your death. If you are eligible for a Normal or Early Retirement Pension when you die, the Fund treats your benefits like you retired on the day before your death with a 50% Joint and Survivor Annuity Option. In other words, the Fund calculates your benefits under the 50% Joint and Survivor Annuity Option and pays monthly benefits for the life of your surviving spouse as if your benefits commenced the day before you died.

Alternatively, if you were not eligible to retire on the day that you died, the Fund calculates the benefits as if you separated from service on the date of your death. The Fund then calculates your benefits in the form of a 50% Joint and Survivor Annuity Option as of the earliest date on which you would have become eligible to receive a Normal Retirement Pension. As before, the Fund pays monthly benefits to your surviving spouse as if you died immediately after your benefit commenced.

Please note that your surviving spouse is only eligible for the Survivor Death Benefit if, on the date of your death:

- You had been legally married for at least one year;
- You are vested in the right to receive a benefit; and
- Your benefit had not yet begun.

Lump Sum Disability Benefit

The Fund also provides a lump sum payment in the event that you are disabled. The Fund only provides a single lump sum payment; you may not choose a form of payment. If you are otherwise entitled to retire when you become disabled, you are eligible to receive your pension in addition to the disability benefit.

The Lump Sum Disability Benefit equals $2.00 multiplied by each Week of Service in which your employer made contributions on your behalf up to a maximum of $2,000. For purposes of this benefit, a "Week of Service" is defined as 45 Hours of Service.

To qualify for a Lump Sum Disability Benefit, you must meet the following requirements:

- You must be at least 45 years old;
- You must have at least 15 continuous Years of Service for Benefit Accrual Purposes;
- You must have at least five continuous years of participation under the Plan;
- Your employer must have made contributions under the Plan on your behalf for at least 40 weeks;
- You must be actively employed and covered by this Plan at the time you become disabled;
- You must have earned at least 500 actual Hours Worked in the 12 months immediately preceding the date on which you incurred the disability;
- You must be Totally and Permanently Disabled and present proof of such disability to the Fund Office in the form of a certified Social Security Award; and
- You must be Totally and Permanently Disabled for at least six months following the date the disability begins.

Generally, you will receive the Lump Sum Disability Benefit payment one month after the Fund Administrator has received all necessary information from you.

How to Apply for Benefits

To apply for a pension benefit, write to the Fund Office at least 45 days before you plan to retire. Your letter should state your name, address, Social Security number, and the date that you would like benefits to begin. Written requests for benefits should be sent to:

Warehouse Employees Union Local No. 730
Pension Trust Fund
911 Ridgebrook Road
Sparks, MD 21152-9451

After the Fund Office receives your request, the Fund Office will send you an application form and other instructions about the application process. To help you make an informed decision, you will receive information about the forms of payment available to you as well as the amount you would receive under each form when you apply for a pension.

To receive benefits from the Fund, you must return a completed application form to the Fund Office with copies of any required documents, like your birth certificate. In certain circumstances, the Fund Office may request additional information like a marriage license or divorce decree. To receive benefits from the Fund, you must provide all the materials requested by the Fund Office.

If your completed application with all of the supporting documentation required by the Fund Office is filed with the Trustees at least 45 days before your retirement, pension benefits will become payable on the first day of the month following your retirement.

However, if your completed application is filed less than 45 days before your retirement, pension benefits will not begin until the first day of the month following receipt of the completed application. ***Actual payment of the benefit will begin on the first of the month following the administrative processing of your completed application, which requires up to 45 days following receipt, and will include any applicable retroactive payments.***

While you may elect the form of payment in which you would like to receive your pension benefit, your election cannot be change. **This means that you may only elect the form of benefits once**. If your benefits are suspended under the Re-Employment Rules, you **may not** make a new benefit election when your benefits resume.

If you die before your Beneficiary, your Beneficiary should notify the Fund Office as soon as possible after your death. If your pension benefits have already started, the Fund will make the appropriate adjustments for the survivor benefits, if applicable. If your pension benefits have not begun at the time of your death, your Beneficiary must complete the application process described above. Additionally, an application must be completed for the Lump Sum Death Benefit and the Survivor Death Benefit.

Incompetence or Incapacity

If the Fund Administrator determines that you are unable to care for your affairs because of legal considerations or a mental or physical incapacity, any payment due you may be directed to any other person(s) or institution who is maintaining or has custody of you. These payments will be made until a claim is made by a duly appointed guardian or other legal representative. Upon payment of these amounts, no additional payments are owed.

Assignment of Benefits

Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned, or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance, or charge. However, the Plan will comply with a Qualified Domestic Relations Order ("QDRO") that gives someone else a right to a portion of your pension or any offset permitted under Section 401(a)(13) of the Internal Revenue Code.

Right of Recovery

If any incorrect payment is made by the Fund, the Fund has the right to recover any such amount from the Participant, Pensioner, Surviving Spouse or the Beneficiary to whom or on whose behalf the payment was made. Any overpayment can be deducted for any future benefit payment to which a person may be entitled for the Fund. If an incorrect payment is made to or on behalf of a Participant, Pensioner, Surviving Spouse or the Beneficiary, the Participant and anyone else receiving any benefits through the Participant are both responsible for the overpayment and the Fund has the right to recover any overpayment from either or both individuals.

Appeal Procedures

If your application for benefits is denied, the Fund Office will notify you of the denial in writing within a reasonable period of time, but not later than 90 days after receipt of the claim by the Fund Office. However, if the Administrator determines that special circumstances require an extension of time for processing the claim, then the Fund Office will notify you in writing why additional time is needed and when you can expect a decision. In no event will the extension exceed 90 days from the end of the initial period.

Any notice denying a claim will state the specific reason why the claim was denied, including reference to the Plan provisions on which the determination was made and a description of any additional material or information necessary. Where applicable, the Administrator's notice will also explain why the additional material or information is necessary.

The denial notice will also explain that you have the right to appeal the denial of your claim to the Fund's Board of Trustees and the time limits applicable to this procedure. **To request a review of a denied claim (or appeal), you must send a written request to the Trustees within 60 days from the date you receive the notice denying the claim. Please note that you waive or lose your right to appeal if your request for review is not received within 60 days.** Also note that all written requests or communications under the appeals procedure should be delivered to the Fund Office in person or sent by first-class mail.

You have the right to submit written comments, documents, records, or other information relating to your appeal to the Trustees. You also have the right to reasonable access to, and copies of, all of the Fund's documents that are relevant to your claim. While access to the documents is free of charge, it is only available upon written request. The Trustees will take into account all comments, documents, records, and other information submitted regardless of whether it was considered in the initial claim denial.

The Trustees usually make a determination on appeals at the Board meeting immediately following the Fund's receipt of an appeal. If an appeal is filed less than 30 days before this meeting, the Trustees will make a determination at the second meeting following the Fund's receipt of the appeal. If special circumstances require more time, the Trustees will notify you of that fact in writing before the meeting at which they would have otherwise decided the appeal, and delay their decision until no later than the next meeting. The Trustees will notify you of their determination in writing with an explanation of the basis for their determination, if appropriate, and when a determination will be made.

The Trustees will also notify you about an extension before the second meeting following the Fund's receipt of the request for review. If the Trustees deny your appeal, you may request that the claim be submitted to binding arbitration. Your request for arbitration must be in writing and must be filed with the Trustees within 30 days after the decision on your appeal. While the Plan offers arbitration, it does not diminish other procedural options available to you under applicable law.

Please note that the Fund will deny claims for not providing sufficient information, documents, or other materials. In addition, please note that making false statements or misrepresentations during the application or appeals procedure is fraud. The Fund will take any and all actions necessary to protect itself from such misconduct, including, but not limited to, adjusting benefit payments to recover overpayments and initiating legal action where necessary.

The Trustees are responsible for interpreting and applying the Plan according to the terms of the Plan and the Trust. The decisions of the Trustees on appeals and related matters are final and binding on all parties. Benefits will be paid only if the Trustees decide in their discretion that the applicant is entitled to them under the terms of the Plan and the Trust.

Qualified Domestic Relations Orders

Although the Fund does not generally pay pension benefits to a third party, the Fund honors Qualified Domestic Relations Orders ("QDRO"). A QDRO is a judgment, decree, or order made under a state's domestic relations laws that creates or recognizes an alternate payee's right to receive all or a portion of a Participant's Plan benefits. An alternate payee can be a spouse, former spouse, child, or other dependent of a Participant. Courts often enter domestic relations orders as part of divorce proceedings.

A domestic relations order must satisfy certain criteria to be a QDRO. For instance, the order must specify certain information about the benefits to be paid to the alternate payee. In addition, the order cannot require that the Fund provide any type or form of benefit, or any option, not otherwise provided by the Plan. Furthermore, the order cannot require the Fund to pay benefits to an alternate payee that are required to be paid to another alternate payee under a previous QDRO.

The Fund Administrator, in conjunction with Fund counsel, will determine whether an order satisfies the requirements of a QDRO. Upon receipt of a proposed order, the Administrator will notify you and each alternate payee that the Fund received the proposed order. The Administrator will also provide the parties with a copy of the Fund's QDRO procedures. Within a reasonable period of time, the Administrator shall consult with Fund counsel to determine whether the proposed order satisfies the requirements of QDRO.

While the Administrator is making this determination, the Administrator will separately account for the amounts that would have been payable to the alternate payee during this period. If the proposed order satisfies the requirements of a QDRO, the Fund will notify the parties of this determination and pay the segregated amounts with interest, if any, and any other amounts required by order to the alternate payee. If the proposed order does not satisfy the requirements of a QDRO, the Fund will explain to the parties why the order is not qualified. The Fund Administrator may, in his or her discretion, continue to separately account for benefits if he/she determines that the alternate payee will promptly submit a revised order to correct the failings of the original one and the Administrator determines that the revised order would satisfy the requirements of a QDRO. Otherwise, the Fund Administrator will pay the segregated amounts with interest, if any, to you.

Provided the domestic relations order satisfies the requirements of a QDRO, the Fund generally will not pay benefits to an alternate payee before your Normal Retirement Age. If you die before your benefits begin, the alternate payee can only receive benefits if the QDRO designating the alternate payee as the recipient of all or a portion of the benefits available upon your death was entered before the event of your death. If you have questions about QDROs or would like to review a copy of the Fund's QDRO procedures, contact the Fund Office.

Your Rights under ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan Participants 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, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration ("EBSA");
- Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description (the Fund Administrator may make a reasonable charge for the copies);
- Receive a summary of the Plan's annual financial report, which the Fund Administrator is required by law to furnish each Participant; and
- Obtain a statement telling you whether you have a right to receive a pension at your Normal Retirement Age (generally age 60) and if so, what your benefits would be at your 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 earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Fund Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Fund Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your benefits, contact the Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Administrator, should contact the nearest office of the EBSA, U.S. Department of Labor, listed in your telephone directory, or:

Nearest Regional Office
Washington District Office
Employee Benefits Security Administration
1335 East-West Hwy, Suite 200
Silver Spring, MD 20910
202-693-8700

National Office
Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
200 Constitution Avenue N.W.
Washington, D.C. 20210
1-866-444-3272

For more information about your rights and responsibilities under ERISA, visit www.dol.gov/ebsa.

Termination Insurance

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

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

Law sets the maximum benefit that the PBGC guarantees. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

- 100% of the first $11 of the monthly benefit accrual rate; and
- 75% of the next $33.

The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870 ($30 years x $35.75 per month x 12 months).

The PBGC guarantee generally covers:

- Regular and early retirement pensions;
- 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;
- Benefits based on plan provisions that have been in place for fewer than five years at the earlier of the:
    - Date the plan ends; or
    - Time the plan becomes insolvent;
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; or
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits that it guarantees, ask the Fund Administrator or contact:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at www.pbgc.gov.

Participating Employers

Adams Burch

Eight O'Clock Coffee

McKesson Drug

Giant Recycling

Giant Warehouse

Union Local No. 730 Staff

Washington Food and Supply of DC

Warehouse Employees Union Local No. 730
Pension Trust Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

4301 Garden City Drive, Suite 201
Landover, Maryland 20785-6102
Telephone: (800) 730-2241
www.associated-admin.com

Summary of Material Modifications – Changes in Your Plan

February 2013

This Insert is a Summary of Material Modifications ("SMMs") to the Warehouse Employees Union Local No. 730 Pension Trust Fund Summary Plan Description ("SPD") booklet. Please keep this Insert with your booklet so you will have it when you need to refer to it. If there is any discrepancy between these SMMs and the SPD or other Plan documents, as amended, the SPD and other Plan documents will control.

- **Effective June 21, 2011 – Geographic Restriction on Pension Benefits for Retirees.** The Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund adopted a Plan Amendment to change the Suspension of Benefit rule, found on page 22 of the Warehouse Employees Union Local No. 730 Pension Trust Fund Summary Plan Description ("SPD") booklet.

  If a retiree goes to work for a competitor in the same industry as any participating employer and that competitor is located within 100 miles of the Local 730 union hall, that retiree may not collect a pension while working for the competitor.

  Please add this Summary of Material Modification to page 22, "Employment after Retirement" section of your SPD.

- **Board of Trustees** – The most current Board of Trustees are shown below. Please make this change on page 3 of your SPD booklet.

Warehouse Employees Union Local No. 730 Pension Trust Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

4301 Garden City Drive, Suite 201
Landover, Maryland 20785-6102
Telephone: (800) 730-2241
www.associated-admin.com

July 2012

MATERIAL MODIFICATION TO THE WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND PLAN

Summary of Material Modification

If a retiree goes to work for a competitor in the same industry as any participating employer and that competitor is located within 100 miles of the Local 730 union hall, that retiree may not collect a pension while working for the competitor.

Please add this change to page 22 of your Summary Plan Description booklet.

Summary of Material Modifications – Changes in Your Plan

March 2010

This Insert is a Summary of Plan *changes* *to your* ***Pension Trust Fund*** *Summary Plan Description ("SPD") booklet. Please keep this Insert with your booklet so you will have it when you need to refer to it.*

- **Effective January 1, 2009*,*** vested participants now have the option of selecting a 75% Joint and Survivor Annuity Option, in addition to the 50% and 66 2/3% options currently available.

  The Joint and Survivor ("J&S") Option forms of payment provide you with monthly pension payments for your lifetime. After you die, your surviving spouse will receive, per your selection, 50%, 66 2/3%, or 75% of your monthly pension for the rest of his or her life. These options are the only forms of payment that provide your spouse with a monthly benefit for his or her lifetime after your death. However, if your spouse dies before you, no further payment will be made upon your death. Your own benefit will not be recalculated if your spouse dies before you.

  It is important to know that if you are married, the 50% J&S option will automatically be chosen for you (as required by law) unless both you and your spouse choose another option before your pension begins.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 2 3 2016

BOT OF WAREHOUSE EMPLOYEES UNION
LOCAL NO 730 PENSION TRUST FUND
911 RIDGEBROOK ROAD
SPARKS, MD 21152

Employer Identification Number:
52-6124754
DLN:
17007036097035
Person to Contact:
JENNIFER M THIMMADASIAH ID# 31316
Contact Telephone Number:
(513) 263-4613
Plan Name:
WAREHOUSE EMPLOYEES UNION LOCAL NO
730 PENSION TRUST FUND
Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

The significance and scope of reliance on this letter,
The effect of any elective determination request in your application materials,
The reporting requirements for qualified plans, and
Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

This determination letter applies to the amendments dated on

Letter 5274

BOT OF WAREHOUSE EMPLOYEES UNION

1/13/15 & 12/30/14.

This determination letter also applies to the amendments dated on 5/2/13 & 12/17/09.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

Karen D. Truss

Karen D. Truss
Director, EP Rulings & Agreements

Addendum

BOT OF WAREHOUSE EMPLOYEES UNION

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

0730-1

WAREHOUSE EMPLOYEES UNION

LOCAL NO. 730
AFFILIATED WITH I.B. OF T.C.W. AND H. OF A., TEAMSTERS JOINT COUNCIL
NO. 55, NATIONAL WAREHOUSE DIVISION, EASTERN CONFERENCE OF TEAMSTERS

2001 RHODE ISLAND AVENUE, N.E., WASHINGTON, D. C. 20018 • PHONE 529-3434

JAMES COLLINS
PRESIDENT
JOHN WAESHE JR.
VICE PRESIDENT
ROY E. ESSEX
SECRETARY-TREASURER

February 18, 1993

[redacted]

Mr. Dave Menter
Weaver Associates
6196 Oxon Hill Road
Suite 500
Oxon Hill, Maryland 20745

Dear Mr. Menter:

Effective March 1 of each year, Local 730 will pay the same rates of contributions for Health & Welfare and Pension as Giant Food.

If you have any questions, please contact me.

[redacted]
Secretary-Treasurer &
Business Agent

REE:es

MEMORANDUM OF AGREEMENT

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730-4 and GIANT OF MARYLAND LLC

This Memoranda of Agreement (MOA) is entered into between Giant of Maryland (Employer) and Warehouse Employees Local No. 730-4 (Union) collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreements for the period of June 24, 2018 through and including midnight June 25, 2022. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2015-2018 collective bargaining agreement.

This MOA represents the entire agreement between the parties.

Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall have no evidentiary value whatsoever and, accordingly, shall not be introduced or received into evidence in any arbitration or other proceeding.

The Union, its respective officers, and bargaining committee members agree to unreservedly recommend and support the ratification of this Agreement.

The parties reserve the right to correct any errors in this MOA.

The parties agree that any and all pending or related legal actions, charges, arbitrations, grievances, claims or other disputes, regardless of forum, arising out of the alleged actions of the Employer or Union with respect to the negotiation of this Agreement prior to the ratification of this Agreement are mutually settled and released with prejudice upon ratification of the Agreement.

Signed and agreed April 12, 2018:

[redacted]

[redacted]

1. **TERM OF AGREEMENT:** Four (4) year term. June 24, 2018 through June 25, 2022

2. **WAGES:**

FT Regular (Top Scale):	$.40 per hour effective June 24, 2018
FT Regular (Top Scale):	$1,200 lump sum effective June 23, 2019
FT Regular (Top Scale):	$.45 per hour effective June 21, 2020
FT Regular (Top Scale):	$1,300 lump sum effective June 20, 2021

LUMP SUM RATIFICATION BONUS PAYMENT:
Effective as soon as practicable following the date of ratification of this agreement, all FT regular associates who are on the active payroll shall receive a lump sum bonus payment in an amount set forth below, subject to applicable withholdings. The lump sum payment is not associated with any hours worked or paid and will not be included in any rate of pay for overtime calculation.

FT Regular: $800 (subject to applicable withholdings)

3. **HEALTH AND WELFARE, ARTICLE 29:**
   a) Effective July 1, 2018 the employer agrees to increase current contributions by five percent (5%). The employer will contribute seven dollars and twenty-two cents ($7.22) per hour for each said hour a regular employee actual works.
   b) Effective July 1, 2019 the employer agrees to increase current contributions by five percent (5%). The employer will contribute seven dollars and fifty-eight cents ($7.58) per hour for each said hour a regular employee actual works.
   c) Effective July 1, 2020 the employer agrees to increase current contributions by ten percent (10%). The employer will contribute eight dollars and thirty-four cents ($8.34) per hour for each said hour a regular employee actual works.
   d) Effective July 1, 2021 the employer agrees to increase current contributions by ten percent (10%). The employer will contribute nine dollars and seventeen cents ($9.17) per hour for each said hour a regular employee actual works.

4. **PENSION, ARTICLE 21:**
   a) The employer agrees to increase funding by adopting the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. This commitment of 4.9% annual pension contribution increases is limited to the period of the new collective bargaining agreement (June 24, 2018 through and including midnight June 25, 2022).
   b) Consistent with the Rehabilitation Plan adopted by Trustees of Local 730-4 the Company hereby agrees to pay a 4.9% increase over the existing pension plan contribution requirement of six dollars and four cents ($6.04) per hour as follows
      i. Effective January 1, 2019 the employer shall pay an additional thirty-one cents ($.31) per hour and the contribution rate shall be six dollars and thirty-four cents ($6.34) per hour.
      ii. Effective January 1, 2020 the employer shall pay an additional thirty-one cents ($.31) per hour and the contribution rate shall be six dollars and sixty-five cents ($6.65) per hour.
      iii. Effective January 1, 2021 the employer shall pay an additional thirty-three cents ($.33) per hour and the contribution rate shall be six dollars and ninety-eight cents ($6.98)

per hour.

iv. Effective January 1, 2022 the employer shall pay an additional thirty-four cents ($.34) per hour and the contribution rate shall be seven dollars and thirty-two cents ($7.32)

5. **WORK WEEK. ARTICLE 6:**

a) The employer agrees to address the privacy and training concerns regarding electronic paystubs. If the concerns are still an issue after sixty (60) days then the Company agrees to allow Local 730-4 employees to opt in to receive paper paystubs.

6. **OVERTIME and HOLIDAY WORK. ARTICLE 7:**

a) Modify language in article 7.4 to reflect the following;
Holiday overtime shall be offered by seniority.
Holiday overtime will be staffed in the following manner:
   1. Regular employees who volunteer
   2. Vacation Relief employees
   3. Inverse order of seniority

b) The employer agrees to limit unplanned overtime for among those present to 4hours. Any overtime hours beyond 4 hours will be offered by seniority.

7. **MANAGEMENT RIGHTS. ARTICLE 8:**

a) The employer will provide 60 days advance notice before implementing engineered labor standards and the union will respond within 30 days of the request. The Employer shall bargain over the issues relating to said standards and should the parties be unable to reach an agreement over the reasonableness of the elements of said standards, the dispute shall be subject to the grievance and arbitration procedures outlined in the collective bargaining agreement.

b) The employer agrees to build and implement a Pay for Performance Plan and Incentive Plan.

c) The employer agrees to revitalize the safety program.

8. **HOLIDAYS. ARTICLE 10:**

a) Both parties reached agreement on how the holiday observance for shifts that overlap the actual designated holiday. Both parties agreed to observe the holiday on the eve of each said holiday.

b) If a holiday falls on a regular employee's assigned day off they will be paid holiday not worked (HNW) pay for that day at a straight time rate and they will not be granted an additional day off.

9. **SENIORITY. ARTICLE 15:**

a) Employer agrees to modify article 15.5 to read as follows; Seniority shall be broken by: Absence because of illness in excess of two (2) years and Absence because of compensable disability in excess of three (3) years.

AGREEMENT

Between

GIANT FOOD LLC.

Recycling Warehouse

and

TEAMSTERS
WAREHOUSE EMPLOYEES UNION NO. 730

For the Period:

June 16, 2006 through June 18, 2011

ARTICLE 28
Rest Period

28.1 The Employer agrees to grant fifteen (15) minute rest periods every two (2) hours. It is understood and agreed that all rest periods are to be with pay.

ARTICLE 29
Health and Welfare Fund

29.1 The Employer agrees to contribute to the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund, or its mutually approved successor, on behalf of each regular employee covered by this Agreement the sum of three dollars and thirty-four cents ($3.34) per hour for each hour which said regular employee actually works.

29.2 The Employer agrees to increase the contribution effective July 2, 2006, in order to maintain the benefits negotiated as of May 13, 2001, but said increase shall not exceed an additional sixty cents ($.60) per hour worked.

The Employer agrees to increase the contribution effective July 1, 2007, in order to maintain the benefits negotiated as of May 13, 2001, but said increase shall not exceed an additional sixty cents ($.60) per hour worked.

The Employer agrees to increase the contribution effective July 6, 2008, in order to maintain the benefits negotiated as of May 13, 2001, but said increase shall not exceed an additional sixty cents ($.60) per hour worked.

The Employer agrees to increase the contribution effective July 5, 2009, in order to maintain the benefits negotiated as of May 13, 2001, but said increase shall not exceed an additional forty cents ($.40) per hour worked.

The Employer agrees to increase the contribution effective July 4, 2010, in order to maintain the benefits negotiated as of May 13, 2001, but said increase shall not exceed an additional forty cents ($.40) per hour worked.

In all cases noted above, in the event an increase is necessary, the Trust Fund will provide at least thirty (30) days prior notice of the need to change the contribution.

29.3 The Employer shall maintain a contribution of no less than three dollars and thirty-four cents ($3.34) per hour worked, and should, within this contribution structure, sufficient funds are available beyond maintaining the current level of benefits the Trustees may consider improved benefits.

29.4 The payments shall be used by the Welfare Fund to provide welfare benefits for eligible employees in accordance with the Plan of said Welfare Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees.

29.5 The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement.

ARTICLE 30
Pension Plan

30.1 The Union has represented to the Employer that it has in effect a Pension Plan which has met the requirement of the Internal Revenue Service as a qualified plan and is not inconsistent with any of the terms and conditions of the National Labor Relations Act, as amended. A copy of such Pension Plan will be attached hereto.

30.2 The Employer agrees to pay to said Fund, on behalf of each regular employee covered by this Agreement the sum of two dollars and ninety-three cents ($2.93) per hour for each hour said regular employee actually works. It is agreed that eleven cents ($.11) of this and future contributions will be designated for structural plan improvement and will not be allocated to the employee individual pension account.

30.3 Effective January 7, 2007, the Employer agrees to pay to said Fund, on behalf of each regular employee covered by this Agreement, an additional twenty cents ($.20) per hour for each hour which said regular employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

30.4 Effective January 6, 2008, the Employer agrees to pay to said Fund, on behalf of each regular employee covered by this Agreement, an additional twenty cents ($.20) per hour for each hour which said regular employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

30.5 Effective January 4, 2009, the Employer agrees to pay to said Fund, on behalf of each regular employee covered by this Agreement, an additional twenty cents ($.20) per hour for each hour which said regular employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

30.6 Effective January 3, 2010, the Employer agrees to pay to said Fund, on behalf of each regular employee covered by this Agreement, an additional twenty cents ($.20) per hour for each hour which said regular employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

30.7 Effective January 5, 2011, the Employer agrees to pay to said Fund, on behalf of each regular employee covered by this Agreement, an additional twenty cents ($.20) per hour for each hour which said regular employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

30.8 The hourly contribution by the Employer will commence with the first full payroll month following the first of the month after completion of twelve (12) months of continuous employment.

ARTICLE 31
Pre-Paid Legal Fund

31.1 The Employer agrees to pay to the Warehouse Employees Union Local No. 730 and contributing Companies Pre-Paid Legal Services Fund, or its mutually approved successor, on behalf of each regular employee covered by this Agreement the sum of two dollars and eighty cents ($2.80) per week for each week which said regular employee actually works.

31.2 It is agreed that the Warehouse Employees Union Local No. 730 and contributing Companies Pre-Paid legal Services Fund must have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

31.3 The hourly contribution by the Employer will commence with the first full payroll month following the first of the month after completion of twelve (12) months of continuous employment.

ARTICLE 32
Lie Detector Test

32.1 The Employer shall not require, request or suggest that any employee take a polygraph or any other form of lie detector test.

ARTICLE 33
No Side Agreements

33.1 This Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and no representatives of either party has authority to make and none of the parties shall be bound by any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 34
Successors

34.1 This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 35
Term of Agreement

35.1 This Agreement shall continue in effect from the 18th day of June, 2006 through the 18th day of June, 2011, and from year to year thereafter unless either party serves notice in writing on or before the 18th day of April, 2011, or on or before the 18th day of April of any year thereafter of a desire for either termination of or changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the result of the negotiations; neither party shall change the conditions existing under the Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as legal representatives of both the Employer and the Union the day and year first hereinabove written.

FOR THE UNION:

WAREHOUSE EMPLOYEES UNION
LOCAL NO 730

[redacted]

FOR THE EMPLOYER:

[redacted]

MEMORANDUM OF AGREEMENT
WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 and GIANT OF MARYLAND LLC

This Memoranda of Agreement (MOA) is entered into between Giant of Landover (Employer) and Warehouse Employees Union Local No. 730 (Union). collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreements for the period of May 17, 2015 through and including midnight May 15, 2027. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2015-2022 collective bargaining agreements.

This MOA represents the entire agreement between the parties.

Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall have no evidentiary value whatsoever and, accordingly, shall not be introduced or received into evidence in any arbitration or other proceeding.

The Union, its respective officers, and bargaining committee members agree to unreservedly recommend and support the ratification of this Agreement.

The parties reserve the right to correct any errors in this MOA.

The parties agree that any and all pending or related legal actions, charges, arbitrations, grievances, claims or other disputes, regardless of forum, arising out of the alleged actions of the Employer or Union with respect to the negotiation of this Agreement prior to the ratification of this Agreement are mutually settled and released with prejudice upon ratification of the Agreement.

Signed and agreed August 20, 2019:

For the Union:

[redacted]

For the Company:

[redacted]

h) Effective June 1, 2026 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.

25. **<u>PENSION – ARTICLE 31</u>**:
Giant will remain in the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) as previously agreed through May of 2022 on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. Giant will continue paying 4.9% annual contribution rate increases to the pension fund through 2024. If the fund enacts a plan under the MPRA to avoid plan insolvency, the 4.9% rate increases will continue each January through the end of the agreement. If no MPRA plan to avoid insolvency is enacted by 2024, Giant's contribution rate will be frozen at the 2024 level of eight dollars and seventy-six cents ($8.76) per all hours worked for the remainder of the agreement.

Except as mentioned above and consistent with the Rehabilitation Plan adopted by the Trustees of Local 730, the Company hereby agrees to pay a 4.9% increase over the existing pension plan contribution requirement of five dollars and seventy cents ($5.70) per hour as follows:

a) Effective January 1, 2019, the Employer shall pay an additional thirty-two cents ($.32) per hour and the contribution rate shall be six dollars and ninety cents ($6.90) per hour.
b) Effective January 1, 2020, the Employer shall pay an additional thirty-four cents ($.34) per hour and the contribution rate shall be seven dollars and twenty-four cents ($7.24) per hour.
c) Effective January 1, 2021, the Employer shall pay an additional thirty-five cents ($.35) per hour and the contribution rate shall be seven dollars and fifty-nine cents ($7.59) per hour.
d) Effective January 1, 2022, the Employer shall pay an additional thirty-seven cents ($.37) per hour and the contribution rate shall be seven dollars and ninety-six cents ($7.96) per hour.
e) Effective January 1, 2023, the Employer shall pay an additional thirty-nine cents ($.39) per hour and the contribution rate shall be eight dollars and thirty-five cents ($8.35) per hour.
f) Effective January 1, 2024, the Employer shall pay an additional forty-one cents ($.41) per hour and the contribution rate shall be eight dollars and seventy-six cents ($8.76) per hour.
g) Effective January 1, 2025, the Employer shall pay an additional forty-three cents ($.43) per hour and the contribution rate shall be nine dollars and nineteen cents ($9.19) per hour.
h) Effective January 1, 2026, the Employer shall pay an additional forty-five cents ($.45) per hour and the contribution rate shall be nine dollars and sixty-four cents ($9.64) per hour.

i) Effective January 1, 2027, the Employer shall pay an additional forty-seven cents ($.47) per hour and the contribution rate shall be ten dollars and eleven cents ($10.11) per hour.

AGREEMENT

THIS AGREEMENT MADE BY AND BETWEEN

GIANT FOOD LLC

AND

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730

May 17, 2015
THROUGH
MAY 14, 2022

Employees Local 730- Employers Health Trust six dollars and fifty-five cents ($6.55) per hour for each hour which said regular employee actually works. Effective June 1, 2017 the Employer will contribute to the Warehouse Employees Local 730- Employers Health Trust six dollars and eighty-eight cents ($6.88) per hour for each hour which said regular employee actually works. Effective June 1, 2018 the Employer will contribute to the Warehouse Employees Local 730- Employers Health Trust seven dollars and twenty-two cents ($7.22) per hour for each hour which said regular employee actually works. Effective June 1, 2019 the Employer will contribute to the Warehouse Employees Local 730- Employers Health Trust seven dollars and fifty-eight cents ($7.58) per hour for each hour which said regular employee actually works.

Effective June 1, 2020 the Employer will contribute to the Warehouse Employees Local 730- Employers Health Trust eight dollars and thirty-four cents ($8.34) per hour for each hour which said regular employee actually works. Effective June 1, 2021 the Employer will contribute to the Warehouse Employees Local 730- Employers Health Trust nine dollars and seventeen cents ($9.17) per hour for each hour which said regular employee actually works.

30.2 The contribution shall be used by the Welfare Fund to provide welfare benefits for eligible employees in accordance with the Plan of said Welfare Fund as determined by the Trustees of said Fund to be applied to the eligible employees.

30.3 Associates made regular after April 29, 2011 will pay 10% of the total contributions made for each hour actually worked.

The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement.

ARTICLE 31
Pension Plan

31.1 The Union has represented to the Employer that it has in effect a Pension Plan which has met the requirements of the Internal Revenue Service, as a qualified plan, and is not inconsistent with any of the terms and conditions of the National Labor Relations Act, as amended. A copy of such Pension Plan will be attached hereto.

31.2 The employer agrees to increase funding by adopting the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. This commitment of 4.9% annual pension contribution increases is limited to the period of the new collective bargaining agreement (May 17, 2015 through and including midnight May 14, 2022).

31.3 Consistent with the Rehabilitation Plan adopted by the Trustees of Local 730, the Company hereby agrees to pay a 4.9% increase over the existing pension plan contribution requirement of five dollars and seventy cents ($5.70) per hour as follows:

Effective January 1, 2016, the Employer shall pay an additional twenty-eight cents ($.28) per hour and the contribution rate shall be five dollars and ninety-eight cents ($5.98) per hour.

Effective January 1, 2017, the Employer shall pay an additional twenty-nine cents ($.29) per hour and the contribution rate shall be six dollars and twenty-seven cents ($6.27) per hour.

Effective January 1, 2018, the Employer shall pay an additional thirty-one cents ($.31) per hour and the contribution rate shall be six dollars and fifty-eight ($6.58) per hour.

Effective January 1, 2019, the Employer shall pay an additional thirty-two cents ($.32) per hour and the contribution rate shall be six dollars and ninety cents ($6.90) per hour.

Effective January 1, 2020, the Employer shall pay an additional thirty-four cents ($.34) per hour and the contribution rate shall be seven dollars and twenty-four cents ($7.24) per hour.

Effective January 1, 2021, the Employer shall pay an additional thirty-five cents ($.35) per hour and the contribution rate shall be seven dollars and fifty-nine cents ($7.59) per hour.

Effective January 1, 2022, the Employer shall pay an additional thirty-seven cents ($.37) per hour and the contribution rate shall be seven dollars and ninety-six cents ($7.96) per hour.

31.4 One dollar ($1) per hour will be contributed to the pension fund for each Vacation Relief hour worked. These contributions will be used to improve the funding of the plan.

ARTICLE 32
Pre-Paid Legal Fund

32.1 The Employer agrees to contribute to the Warehouse Employees Union Local 730 & Contributing Companies Pre-Paid Legal Services Fund, or its mutually approved successor, on behalf of each regular employee covered by this Agreement, the sum of seven cents ($.07) per hour for each hour which said regular employee actually works.

32.2 It is agreed that the Warehouse Employees Union Local 730 & Contributing Companies Pre-Paid Legal Services Fund must have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

Memorandum of Agreement between Teamsters Warehouse Employees Union No. 730 and Eight O'Clock Coffee Company

Item	Proposal	Disposition
1.	**ARTICLE 24 – TERM** Six (6) Year Term for New CBA beginning July 17, 2021 through July 17, 2027	Agreed
2.	**NEW ARTICLE** – New Business Operation The Employer reserves the right to establish one or more new business operations ("New Operation") at the Landover Maryland Plant (Plant") that may require new job classifications with qualifications not usually required in the Employer's current operations.	Agreed
3	**ARTICLE 3 WORK WEEK SECTION 2.** In furtherance of operational changes, the period of mandatory overtime increased from two **2 hours** to **4 hours** and 15-minute break every 2hrs of overtime	Agreed
4	**ARTICLE 3 SECTION 3** Correct grammatical typo in first sentence of section 3 from "guarantee" to "'Guaranteed" (Proposed language changes are reflected below.	Agreed
5	**ARTICLE 3 SECTION 6** Delete as moot last sentence in the first paragraph because it is related to a one-time agreement for two specific relief workers.	Agreed
6	**ARTICLE 3 SECTION 6** Amend fourth paragraph to add "qualified".	Agreed
7	**ARTICLE 6 SECTION 1** Addition of new classification and elimination of classification that no longer exists. • Add Machine Operator II • Add Sanitation • Add production operator floater • Eliminate Production Forklift • Eliminate Control Room Operator • Add Maintenance Coordinator	Agreed
8	**ARTICLE 6 SECTION 11** Ratification Bonus to be paid at • $250 the first pay period of each quarter for the first year of ratification in addition to • $500 the first paycheck in December each year. • Eligible Retirees will receive the rest of the $1,000 ratification bonus if the retirement occurs within the first year of the contract.	Agreed
9	**ARTICLE 21, SECTION 3** Total of 4 temporary Plant Shutdowns in 1-week increments. One per calendar quarter. The 4th shutdown staying within the Christmas week.	Agreed
10	**ARTICLE 22,** Anti-discrimination (add language)	Agreed
11	**AGREEMENT** Update to reflect new agreement	Agreed

12	**ARTICLE 4**, Holidays – Add June 19th	Agreed
13	**ARTICLE 6, SECTION 1** Increase hourly rate by $0.50 per hour per year.	Agreed
14	**ARTICLE 6, SECTION 3** Delete preference list by July 1, 2006 and delete February	Agreed
15	**ARTICLE 12, SECTION 4** Four days for funeral leave regardless of distance	Agreed
16	**ARTICLE 13, SECTION 1** 1. Employees hired after June 12, 2006 and before ratification of new contract will gain one day of sick leave per year up to a maximum of 12 days. 2. Employees hired after June 12, 2006 and before ratification of new contract can bank a maximum of 12 days. 3. Employees hired after the ratification of new contract will gain half (0.5) days sick days per month.	Agreed
17	**ARTICLE 17, SECTION 2** **Health and Welfare** 1st year rate will increase on February 2021 from $8.34 to $8.50 per hour and stays at this rate unless the fund reserve goes below 15 months. If the reserve goes below 15 months, rate will increase by $0.50 per hour for a period of 12 months.	Agreed
18	**ARTICLE 19, SECTION 1** **Pension** 4.9 percent increase each year of the contract beginning July 1, 2021.	Agreed

Union Signatures:

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Employer Signatures:

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AGREEMENT

Between

EIGHT O'CLOCK COFFEE COMPANY
LANDOVER, MD

and

TEAMSTERS
WAREHOUSE EMPLOYEES UNION NO. 730
OF WASHINGTON D.C.

For the Period:

JUNE 12, 2006 through JULY 16, 2011

scheduled within 20 minutes before normal scheduled breaks. Employees will be assigned to roast only when a trained roaster is unavailable.

Coffee breaks shall be of fifteen (15) minute duration.

SECTION 3 –EXAMINATIONS AND TESTING

A. The Employer shall have the privilege of requiring physical, mental or aptitude examination of all employees. The expense of such examinations shall be borne by the Employer.

B. In an employee fails to pass any of the above test, it shall be deemed sufficient reason to disqualify said person from a specific job.

SECTION 4

Use of Personal Protective equipment is required by State and Federal law in designed area. Failure to adhere to such requirements can result in disciplinary action.

ARTICLE 17
HEALTH AND WELFARE

SECTION 1

The Employer agrees to contribute to the Warehouse Employees Local 730 Health and Welfare Trust Fund, or its mutually approved successor, on behalf of each regular employee (following thirty (30) days of continuous service) covered by this agreement. Limit payment of health and welfare contributions to a maximum of forty (40) hours per week.

SECTION 2

The contribution rates to the Health and Welfare Trust Fund will change as follows:

Year	Date	Increase	Contribution
1	June 12, 2006	$0.45	$3.94
2	June 10, 2007	$0.60	$4.54
3	June 8, 2008	$0.60	$5.14
4	June 7, 2009	0.40	$5.54
5	June 6, 2010	$0.40	$5.94

SECTION 3

The Employer shall maintain a contribution of no less than three dollars and one cent ($3.01) per hour worked, and should, within this contribution structure, sufficient funds are available beyond maintaining the current level of benefits the trustees may consider improved benefits.

SECTION 4

The contribution shall be used by the Welfare Fund to provide welfare benefits for eligible employees in accordance with the plan of said Welfare Fund as determined by the Trustees of said fund to be applied to the eligible employees.

SECTION 5

The Employer hereby agrees to become a party to the agreement and declaration of trust establishing the said Welfare Fund and agrees to be bound by all the terms and provisions of said agreement.

SECTION 6

It is agreed that should another employer under contract with Local 730 that is currently at the Class E Level health benefit plan subsequently be moved to a less costly health benefit plan, that less costly health plan will be implemented under the provisions of this agreement not later than sixty (60) days thereafter.

ARTICLE 18
NO SIDE AGREEMENTS

SECTION 1

This agreement contains all the covenants, stipulations and provisions agreed upon by the Parties hereto and no representative of either party has authority to make, and none of the Parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement and not set forth herein.

SECTION 2

The Parties to this Agreement will not be bound to any future agreements made by representatives of either Party unless such agreement has been reduced to writing, approved by the membership, and signed by the authorized representatives of the Parties.

ARTICLE 19
PENSION PLAN

SECTION 1

The Employer agrees to contribute to the WAREHOUSE EMPLOYEES UNION LOCAL NO 730 TRUST FUND, for each employee commencing with the first (1st) of the month after the completion of ninety (90) days of employment for all hours worked.

Year	Date	Increase	Contribution
1	June 12, 2006	$0.20	$1.70
2	June 10, 2007	$0.20	$1.90
3	June 8, 2008	$0.20	$2.10
4	June 7, 2009	$0.20	$2.30
5	June 6, 2010	$0.20	$2.50

SECTION 2
The Union, as the bargaining agent for each of the affected employees of the Employer, agrees on behalf of each of said employees who are now participants, or who might otherwise become eligible to participate in the existing Employer Pension Plan, that each of said employees in consideration of this Agreement by the Employer to contribute to the Fund to enable each of said employees to participate, or to become eligible to participate in the specified benefits of the Fund, shall withdraw from and surrender, release and relinquish whatever right, privileges and benefits he has, if any, in the Employers Pension Plan on the effective date hereof.

ARTICLE 20
PREPAID LEGAL FUND

SECTION 1

The Employer agrees to contribute for the term of this Agreement to the WAREHOUSE EMPLOYEES LOCAL UNION 730 AND CONTRIBUTING COMPANIES PREPAID LEGAL FUND (hereinafter Fund) for each regular full-time employee covered by this Agreement seven cents ($.07) per hour worked up to a maximum of forty (40) hours per week.

SECTION 2

It is agreed the Fund must have the continuing approval of the Internal Revenue Service as a tax-exempt Plan, as

well as the continuing approval of any other governmental agency which may have competent jurisdiction, otherwise the Employer shall not be obligated to make contributions on behalf of its employees.

SECTION 3

It is agreed the Fund cannot be used to bring legal action against the Eight O'clock Coffee Company, its Directors, Officers and Management employees.

SECTION 4

The Trustees of the Legal Benefits Fund shall establish and maintain a Legal Benefits Program pursuant to such terms, conditions, rules and regulations which the Trustees may hereafter adopt and which the foregoing contributions will support.

ARTICLE 21
SEVERANCE

circumstances beyond the control of the Employer which interferes with the normal operation of the business. Furthermore, the Company agrees to allow employees affected by a plant shut down to utilize accrued time of their option for the duration of the shut down and it is the employees' option to utilize accrued time or to take the time off without pay. Employees with insufficient accrued time will be permitted to take leave with pay which will be deducted from the employee as it is earned following the shut down.

ARTICLE 22
ANTI-DISCRIMINATION

It is continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees covered by the Agreement, without regard to race, color, religious creed, national origin, sex, age or handicap.

ARTICLE 23
VALIDITY

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state or federal law, the Parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the agreement shall remain in full force and effect.

ARTICLE 24
TERM OF CONTRACT

This Agreement shall continue in effect from June 12, 2006 to and including July 16, 2011 and shall continue in effect from year to year after July 16, 2011 unless either Party serves notice in writing, on or before July 16, 2011, or any year thereafter, of a desire for either termination of or for changes in the Agreement. In the event either Party serves such notice in respect to changes in the Agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the results of the negotiations, neither Party shall change the conditions existing under the contract.

In witness whereof, the undersigned have affixed their signatures as legal representatives of both the Employer and the Union

FOR THE EMPLOYER: FOR THE UNION:

Memorandum of Agreement

(i/6) 1. Union Proposal (Term of Agreement)
3 year agreement November 1st 2018 to October 31st 2021

T/A agreed on 10/22/2018

2. Union proposals (Wages)

$1.00 per man, per hour, per year **Withdrawn on 10/22/2018**

(55) **T/A agree on $300.00 signing Bonus for the four members while they are working. To be paid the first payroll week of December 1st of 2018/2019/and 2020.**

3. Company will agree to put on pay stubs sick vacation and P.T.O. hours by January 1st 2019.

GL

T/A agree on receiving on the first of the month on separate paper all entitlement hours. (sick, vacation and P.T.O)

4. Health and Welfare Article 23
   The Company agrees to contribute to the warehouse local 730 health and welfare trust fund for all hours each employee work as follows

November 1, 2018	$6.88
November 1, 2019	$6.88
November 1, 2020	$6.88

T/A agreed on no increases for the next three years

5. Pension

   The company agrees to contribute to the local 730 pension trust fund for all hours each employee works

November 1, 2018	$3.31
November 1, 2019	$3.47
November 1, 2020	$3.64

T/A agreed on new rates

[redacted]

AGREEMENT

BETWEEN

WASHINGTON FOOD SUPPLY, INC.

AND

TEAMSTERS

WAREHOUSE EMPLOYEES UNION NO. 730

FOR THE PERIOD

November 1, 2012 --- OCTOBER 31, 2015

23.3 The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Welfare Fund and to be bound by the terms and provisions of said Agreement.

23.4 It is understood that so long as an employee is absent from work for any reason for one calendar month or less, or is absent from work for six months or less while on Workmen's Compensation, the Trust Fund will continue to provide that employee with all the benefits available under the Health and Welfare plan then in effect even though contributions are not made on behalf of the employee. If the employee is absent from work for a longer period of time, he is required to pay for his own coverage. The Employer will not pay for coverage from the date of the employee's first day of absence from work. If the Employer erroneously pays for said benefits and the Health and Welfare plan should begin to provide any or all of the coverage hereby guaranteed by the Employer, the Employer's liability shall be reduced accordingly. It is further understood and agreed that the Employer will not contribute to the Health and Welfare plan for an employee on layoff status.

ARTICLE TWENTY-FOUR – JOB STEWARDS

24.1 The Employer recognizes the rights of the Union designated stewards and alternates. The authority of the stewards and alternates so designed by the Union shall be limited to and shall not exceed the following duties activities:

a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b) The collection of dues when authorized by appropriate local union action.

c) The transmission of such message and information which shall originate with and are authorized by the Local Union or its Officers provided such messages and information:

(1) Have been reduced to writing, or

(2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

24.2 Job stewards and alternates have no authority to strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union.

24.3 The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop stewards have taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

ARTICLE TWENTY-FIVE – PENSION

25.1 The Union has represented to the Employer that it has in effect a pension plan which has met the requirements of the Internal Revenue Service as a qualified plan and is not inconsistent with any of the terms and conditions of the National Labor Relations Act, as amended, a copy of such pension plan will be attached hereto.

25.2 The Employer agrees to become a party to the Warehouse Empoloyees Union Local No. 730 Pension Trust Fund and in accordance therewith, become subject to the terms, Conditions, rules and regulations of said Pension Trust Fund.

25.3 The Employer agrees to contribute to Warehouse Employees Union Local No. 730 Pension Trust Fund or its mutually approved successor, or behalf of each employee Covered by this Agreement the sum of $2.36 per hour for each hour of work.

25.4 Effective November 1, 2012, the Employer agrees to contribute to said fund, on behalf of Each regular employee covered by this Agreement, as additional twelve cents ($2.48) Per Hour for each hour such employee actually works. All of this increase will be applied Toward funding sufficiency and not withdrawal liability.

25.5 Effective November 1, 2013, the Employer agrees to contribute to said fund, on behalf of Each regular employee covered by this Agreement, an additional Twelve cents ($2.60) Per Hour for each hour such employees actually works. All of this increase will be applied Toward funding sufficiency and not withdrawal liability.

25.6 Effective November 1, 2014, the Employer agrees to contribute to said fund, on behalf of Each regular employee covered by this Agreement, an additional thirteen ($2.73) Per Hour for each hour such employee actually works. All of this increase will be applied Toward funding sufficiency and not withdrawal liability.

ARTICLE TWENTY-SIX-JURY DUTY

26.1 See "Work Rules" in Schedule "B".

ARTICLE TWENTY-SEVEN-FUNERAL LEAVE

27.1 The Employer agrees that in the event of a death of a parent, spouse, child or foster child, The employee shall receive five (5) workdays off with pay to attend the funeral, parent-in-Law or brother-in-law or sister-in-law, the employee shall receive three (3) days off with Pay to attend the funeral. Saturdays if a normal work day, shall be counted as part of the Three (3) days thus provided.

ARTICLE TWENTY-EIGHT-COOPERATION

28.1 The Union and Warehousemen it represents agree to do all in their power to further the Best interests of the Employer during the terms of this Agreement.

ARTICLE TWENTY-NINE-WEARING APPAREL

29.1 The Employer agrees to furnish without cost wearing apparel for those frozen food Warehouse employees, which shall remain the property of the Employer, The frozen food Warehouse employees agree to maintain said apparel in a reasonable manner.

Union Proposal- 1

Change date to November 1, 2012

Union Proposal – 2 (Health and Welfare)

Article 23

Company to maintain the current contribution level ($5.94/HR) Should the fund reserves decline to fifteen (15) months, the fund shall give the employer thirty (30) day notice and the employer shall increase its contributions by $.50 per hour with thirty (30) days and every year on that day thereafter.

Union Proposal-3 (Pension)

Year 1 November 1, 2012	$2.48
Year 2 November 1, 2013	$2.60
Year 3 November 1, 2014	$2.73

Union Proposal- 4 (Tenue)

Article 32.1- Change date to November 1, 2012 through October 31, 2015

Addendum to the Collective Bargaining Agreement between Washington Food Supply, Inc. and Warehouse Employees Union Local No. 730 covering the period November 1, 2012 through October 31, 2015

Modify Article Twenty-Five – Pension, as follows:

25.3 The Company agrees to adopt the Warehouse Employees Union Local No. 730 Pension Fund's preferred Rehabilitation Plan.

25.4 The Employer agrees to contribute to Warehouse Employees Union Local No. 730 Pension Trust Fund or its mutually approved successor, on behalf of each employee covered by this agreement the sum of $2.36 per hour for each hour of work.

25.5 Effective November 1, 2012, the Employer agrees to contribute to Warehouse Employees Union Local No. 730 Pension Trust Fund or its mutually approved successor, on behalf of each employee covered by this agreement, an additional twelve cents ($2.48) per hour for each hour of work.

25.6 Effective November 1, 2013, the Employer agrees to contribute to Warehouse Employees Union Local No. 730 Pension Trust Fund or its mutually approved successor, on behalf of each employee covered by this agreement, an additional twelve cents ($2.60) per hour for each hour of work.

25.5 Effective November 1, 2013, the Employer agrees to contribute to Warehouse Employees Union Local No. 730 Pension Trust Fund or its mutually approved successor, on behalf of each employee covered by this agreement, an additional thirteen cents ($2.73) per hour for each hour of work.

For the Employer	For the Union
Washington Food/Supply Co.	Warehouse Employees Union Local No. 730

[redacted]

Date:__________________ ____________________