Massachusetts Service Employees' Pension Plan

26 West Street 3rd Floor
Boston, MA 02111
(617) 399-4616

Massachusetts Service Employees' Pension Fund

Massachusetts Service Employees' Pension Plan

Plan Pensión de Empleados de Servicio de Massachusetts

2014 Summary Plan Description

Descripción Resumida del Plan 2014

615 FUNDS

MASSACHUSETTS SERVICE EMPLOYEES' PENSION PLAN

SUMMARY PLAN DESCRIPTION

2014 Edition

MASSACHUSETTS SERVICE EMPLOYEES'
PENSION PLAN
26 West Street, 3rd Floor
Boston, Massachusetts 02111
(617) 399-4616

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TO ALL MEMBERS OF THE MASSACHUSETTS SERVICE EMPLOYEES' PENSION PLAN

Dear Participant:

This booklet is called a Summary Plan Description ("SPD") and it is intended to be a brief description of the provisions of our **Plan**. To the extent that the terms in this SPD differ from those in the full **Plan** document, the full **Plan** document controls. The provisions in this SPD apply to members who are actively employed and eligible for the **Plan** as of January 1, 2014. Different rules may apply to those who terminated or retired prior to January 1, 2014.

The SPD describes the way in which your pension will be determined, and will also help you to estimate the amount of your benefit.

The **Plan** is established and regulated under Federal law. Professional benefit consultants have been hired to assist the **Trustees** in administering the program. Most of the benefits are insured by a Federal agency, the Pension Benefit Guaranty Corporation.

The **Trustees** retain full and final discretion and authority to interpret the terms of the **Plan** and to determine or verify eligibility and entitlement to **Plan** benefits in accordance with the **Plan's** terms and applicable law. Additionally, the **Trustees** have the power to amend or terminate the **Plan** when, in their sole discretion, they determine that such action is in the best interest of the **Plan** and its participants.

Please read this booklet carefully. Then check the examples in the Benefit Examples section. If you have questions, you should call or write the Fund Administrator for an explanation. The pension is a valuable benefit and you owe it to yourself to understand all of the **Plan's** provisions.

Sincerely yours,

Board of Trustees

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A. GENERAL INFORMATION ABOUT THE PLAN

As you read this booklet, you will find that some words are in **BOLD** type. These words have the definitions that follow. All examples that are referred to are found in the Benefit Examples section at the end of the booklet.

Definitions

COMPUTATION YEAR

This is the 12-month period used for measuring your service under the **Plan**. Starting January 1, 1991, this will be each calendar year ending December 31. Prior to 1991, **Computation Year** ran from September 1 to August 31. The period September 1, 1990 through December 31, 1990 was a short **Computation Year**.

EARNED BENEFIT

This is the amount of retirement benefit that you have earned under the **Plan** at any time before **Normal Retirement Date**. The way your **Earned Benefit** will be calculated if you terminate employment before your **Normal Retirement Date** is shown in Question 6.

EMPLOYERS' ASSOCIATION

This is the Maintenance Contractors of New England. You may obtain a complete list of the employers participating in the **Plan** by writing to the **Plan Administrator** and requesting a copy, or you may view the list in the **Plan Administrator**'s office. Alternatively, you may obtain information about whether a particular employer participates in the **Plan** by sending a written request to the **Plan Administrator**.

HOUR OF SERVICE

An **Hour of Service** is any hour for which you are paid by or are entitled to receive pay from any company in the **Employers' Association** or any other company that accepts the terms of the collective bargaining agreement, while you are represented by the **Union** for collective bargaining purposes. **Hours of Service** include hours you are paid for vacation, holiday, illness, disability, jury or military duty, or paid leave of absence, in addition to hours you actually work. However, no more than 501 **Hours of Service** are credited to an employee for any **Computation Year** during which the employee is not actually working, unless the employee is actively serving in the military (see Question 6).

NORMAL RETIREMENT DATE

This is the date of your 65th birthday or, if later, the 5th anniversary of your initial membership in the **Plan**, not counting any years of service that are disregarded due to a permanent **Break in Service** (see Question 6). You are not required to retire on this date. This is a definition for the **Plan** that establishes when your full pension can be paid.

PLAN

The name of the **Plan** is the "Massachusetts Service Employees' Pension Plan." The **Plan** is a defined benefit pension plan.

The **Plan** name, address, telephone number and employer identification number are:

Massachusetts Service Employees' Pension Plan
26 West Street, 3rd Floor
Boston, MA 02111

Telephone: (617) 399-4616
Employer Identification Number: 04-6344921
Plan Number: 001

This **Plan** covers participants who are represented by the **Union** for collective bargaining purposes and <u>who meet the Plan's eligibility requirements, and provides benefits to such participants and their beneficiaries</u>.

PLAN ADMINISTRATOR

The **Plan** is administered by the **Trustees** (see below). Questions about the rights and responsibilities of **Plan** members, and applications for benefits, should be addressed to the **Plan Administrator**, 26 West Street, 3rd Floor, Boston, Massachusetts, 02111.

PLAN AGENT FOR SERVICE OF PROCESS

Service of process on the **Plan** may be made upon any **Trustee** or the **Plan Administrator**, at the addresses provided above.

PLAN FUNDING

The **Plan** is funded by employer contributions made to the **Trustees** in accordance with the terms set forth in collective bargaining agreements between the **Employers'**

Association or individual employers and the **Union**. All funds are held under the terms of a trust agreement that meets standards set by Federal law.

PLAN SPONSOR

The **Plan Sponsor** is the Board of **Trustees** of the Massachusetts Service Employees' Pension Plan.

PLAN YEAR

The **Plan**'s financial records are kept on a 12-month period which runs from January 1 to December 31.

TRUSTEES

Two of the **Trustees** are appointed by the **Union**. Two other **Trustees** are appointed by the **Employers' Association**. Communications to their attention should be sent to the **Plan**'s address. In carrying out their responsibilities under the **Plan**, the **Trustees** have full and final discretion and authority to interpret the terms and conditions of the **Plan** and to determine eligibility and entitlement to **Plan** benefits in accordance with the terms of the **Plan**.

UNION

This is the Service Employees International Union, SEIU Local 615.

B. PARTICIPATION IN THE PLAN

1. *When Am I Eligible To Join the **Plan**?*

If you were a member of the pension plan as of January 1, 2014, you will continue as a member of the **Plan**.

Any other employee who is represented by the **Union** for collective bargaining purposes and is employed by a contributing employer will become eligible after he/she completes 1,000 **Hours of Service** during a **Computation Year**. Alternatively, if you work for a contributing employer and are assigned to work at Harvard University, you may become eligible if you work more than 20 hours a week, excluding overtime. If you were employed as an Employee in the Providence College Bargaining unit on May 1, 2013, you will become a Participant after one Hour of Service during 2013. If you work for more than one contributing employer, all of your hours of employment are aggregated for the purpose of meeting the 1,000 hours requirement. (See the Eligibility Example in the Benefit Examples section at the end of this booklet.)

Supervisory and management employees are not eligible to participate in this Plan, in accordance with the Collective Bargaining Agreement between the **Union** and the **Employers' Association**. A supervisory employee is defined in the Collective Bargaining Agreement to mean an employee with authority to hire, discharge, discipline or otherwise cause changes in the status of an employee on a job where six (6) or more employees, including the supervisor, are employed.

2. *How Do I Join the **Plan**?*

You automatically become a participant or member in the **Plan** once you meet the **Plan**'s eligibility requirements.

Reemployed Members

If you leave employment while a member of the **Plan** and then come back to work, the time at which you become a member of the **Plan** again will depend on whether you were vested at the time you left. If you were vested in any portion of your **Earned Benefit**, you will become a member immediately on your return. If you were not vested in any portion of your **Earned Benefit**, you must once again satisfy the rules above to become a **Plan** member. (See Question 6 for an explanation of vesting.)

C. YOUR BENEFITS

3. What Is My Normal Retirement Pension?

If you retire on your **Normal Retirement Date**, your pension is computed as follows:

If you stop active participation in the **Plan** on or after January 1, 2014, your monthly pension is determined by multiplying your number of unbroken **Years of Benefit Service** by $27.

You may be able to earn additional benefits for work at Harvard University, the O'Neill Federal Building, or Tavern 103. See sections G and H for information on these additional benefits.

Important Definition — Year of Benefit Service

A **Year of Benefit Service** is a **Computation Year** in which you are credited with 1,800 or more **Hours of Service**. If you work less than 1,800 hours but more than 1,000 hours in any **Computation Year**, you get partial credit according to the following table:

Hours Of Service Completed During **Computation Year**	Benefit Service Credit For The **Computation Year**
1,800 or more	1.0 year
1,620 — 1,799	.9 year
1,440 — 1,619	.8 year
1,260 — 1,439	.7 year
1,080 — 1,259	.6 year
1,000 — 1,079	.5 year
999 or less	0

This means that if you work 20 consecutive years, with 1,800 or more hours in every one of those 20 years, your monthly pension starting at age 65 would be $540 (20 years x 1 x $27 = $540).

However, if you only worked 1,000 hours in each one of those same 20 years, your pension would be just $270 (20 x .5 x $27 = $270).

All benefit amounts are rounded to the nearest dollar. Remember, you determine each **Year of Benefit Service** based on the above schedule and the number of **Hours of Service** you have completed during the year. If you have fewer than 1,000 hours in a **Computation Year**, you do not get any benefit service credit for that year. (See section G for a different rule which may apply if you worked at Harvard University.)

If you were employed as an Employee in the Providence College bargaining unit on May 1, 2013, and were not vested in or entitled to a pension benefit from the Service Employees International Union National Industry Pension Plan ("National Plan") as of the date, your Benefit Service credit will be calculated based on all hours credited to you by the National Plan for benefit service before May 1, 2013 and in accordance the table above.

If you are employed as an Employee in the Providence College bargaining unit on or after May 1, 2013, you will receive Benefit Service credit on or after that date in accordance with the table above, whether or not you were vested in or entitled to a pension benefit from the National Plan as of that date.

If you work 500 or fewer hours in a **Computation Year**, that is considered a Break Year and your pension earned up to that point in time is equal to your **Years of Benefit Service** multiplied by the benefit rate ($27, $24, $22 or whatever the rate was) in effect at that time.

NOTE: You will not receive credit for any **Years of Benefit Service** completed prior to September 1, 1963.

If you work for more than one employer, all of your hours are aggregated each year to determine the number of your **Years of Benefit Service**.

In addition, if you return to employment under the **Plan** following a period of active military service, such military service may be counted as **Years of Benefit Service**. You should contact the Fund Office for more information.

Early Retirement

If you have been credited with 5 or more **Years of Vesting Service** (see Question 6), you can elect early retirement any time after reaching age 55. However, the amount of your monthly payments will be reduced according to the starting date of your pension, to reflect the fact that payments will probably be made over a longer period of time than if you had retired at **Normal Retirement Date**. You must stop working for any contributing employer in order to receive an early retirement pension.

Years Before **Normal Retirement Date**	Percent of Your **Earned Benefit** Payable
0	100%

1	96%
2	92%
3	88%
4	84%
5	80%
6	75%
7	70%
8	65%
9	60%
10	55%

NOTE: If you are receiving a pension and return to work with a contributing employer within the bargaining unit for 40 or more hours per month before the April 1st of the calendar year in which you reach age 70½, your pension will stop until you cease such work. Your pension will not be suspended unless you work these 40 hours within the Union's territorial jurisdiction (currently Massachusetts, Rhode Island, and New Hampshire). (See Question 9.)

4. *What Happens When I Reach My* ***Normal Retirement Date****?*

When you reach your **Normal Retirement Date** and stop working you can request that your pension start.

When you are planning to retire, you should contact the Fund Office 60 to 180 days before that date. That way you can get all the information on your options and furnish the required paperwork that is necessary to start your pension.

5. *What Happens If I Work After My* ***Normal Retirement Date****?*

Years of Benefit Service after you have reached your **Normal Retirement Date** will further increase your pension credits. Your pension must increase by at least a certain percentage for years that payments are delayed beyond your **Normal Retirement Date**. Shown below are the percentage increases that would apply if you were to continue working beyond your age 65 **Normal Retirement Date**.

Age At Actual Retirement Date	Percentage Increase In Your Normal Retirement Pension*
66	10.0%
67	21.3%
68	34.2%
69	48.9%

70	65.7%
Over age 70	Further adjusted based on your age

Your pension at late retirement is the greater of (1) the amount based on all your **Years of Benefit Service** up to your actual retirement date, or (2) the pension you had earned at your **Normal Retirement Date** increased by the appropriate percentage shown in the above table.

*If your **Normal Retirement Date** is not the date you reach age 65 (because you entered the **Plan** after age 60), the percentage increases for delayed payments will be different from those shown above.

Your pension must begin by the April 1 following the later of the year in which you reach age 70½ or the year in which you stop working for any contributing employer. In the event of a late application for pension, no retroactive payments will be made.

6. *What If I Leave Employment in a Collective Bargaining Unit Represented by the Union Before My* ***Normal Retirement Date****?*

Important Definition — 1-Year Break In Service

Your employment is considered terminated when you have a **1-year Break in Service**. A **1-year Break in Service** is a **Computation Year** when you are credited with less than 501 hours of vesting service and you are not on an approved **Union** leave of absence granted in writing. However, a **1-year Break-in-Service** will not occur in a **Computation Year** in which you take a leave of absence on account of pregnancy, or the birth or adoption of your child.

Example:

Let's say you worked 1,800 hours per year starting in 1999 and continuing through 2004. Then you terminated service in May, 2005, after working only 460 hours. You have a **1-year Break in Service** as of December 31, 2005 and your **Earned Benefit** payable at age 65 is $162 per month (6 **Years of Benefit Service** multiplied by the $27 benefit rate in effect at your **1-year Break in Service**).

Members who leave employment covered by the **Plan** to begin active military service will not necessarily incur a **Break in Service** during such period, and such military service may be considered as service covered by the **Plan** when calculating their **Years of Vesting Service.** A member who dies on or after January 1, 2007 while in active military service may also be credited with **Years of Vesting Service** for his or her military service. Please contact the Fund Office if you have questions about receiving credit under the **Plan** for your military service.

Important Definition — Year of Vesting Service

A **Year of Vesting Service** is a **Computation Year** in which you have been credited with 1,000 or more **Hours of Service**.

When you terminate employment, you may be eligible for a "vested" **Earned Benefit** beginning at your **Normal Retirement Date**. "Vested" means you have an interest in your **Earned Benefit** which you cannot lose. The benefit that you are entitled to receive at your **Normal Retirement Date** is calculated by multiplying your **Earned Benefit** by your vested percentage (determined under the table below). However, the **Earned Benefit** is calculated to start at your **Normal Retirement Date**; benefits paid prior to that time are reduced because payments will begin earlier and are expected to be made over a longer period of time. (See the Late Retirement Benefits example in the Benefit Examples section.)

The vested percentage of your **Earned Benefit** is determined under the following schedule:

Years of Vesting Service	Vested Percentage
Less than 5 years	0%
5 years or more	100%

You will become 100% vested if you are working at your **Normal Retirement Date**, even if you do not yet have 5 **Years of Vesting Service**. If you terminate employment and are rehired, but you were not vested in any portion of your **Earned Benefit** when you left, and the number of consecutive years in which you had a **1-year Break in Service** is 5 years or more, then your **Years of Vesting Service** and **Years of Benefit Service** completed before the break will not be restored. This is referred to as a permanent **Break in Service**.

If your job classification is changed by your employer and you are removed from the bargaining unit, but you keep working for the same employer, your additional service will continue to be credited toward the 5 **Years of Vesting Service** needed for normal, early, or disability retirement. You will not earn any **Years of Benefit Service**, of course, for years when you are working for the same employer but outside of a collective bargaining unit represented by the **Union**.

If you were an Employee who was employed in the Providence College bargaining unit on May 1, 2013, and were not vested in or entitled to a pension benefit from the Service Employees International Union National Industry Pension Plan ("National Plan") as of that date, you will receive one Year of Vesting Service from this plan for each vesting credit that the National Plan credited you with before May 1, 2013. After that date, you will be entitled to a pension benefit based on the way Benefit Service credit is calculated in this plan (see page 6). If you were an Employee employed in the Providence College bargaining unit on May 1, 2013 who is vested in and entitled to a pension benefit from the National Plan as of that date, you will be treated as vested in this Plan and entitled to a pension benefit based on Benefit Service credit calculated in accordance with this Plan.

7. What Happens If I Become Disabled?

If you have completed 10 or more **Years of Vesting Service**, and your employment terminates as a result of your permanent and total disability, you may request that payment of your **Earned Benefit** start right away. If benefit payments begin before your **Normal Retirement Date**, the amounts will be reduced because of early payment according to the following chart:

Age disability begins	***Factor used to reduce benefit***		***Age disability begins***	***Factor used to reduce benefit***
64	0.9600		44	0.1935
63	0.9200		43	0.1808
62	0.8800		42	0.1690
61	0.8400		41	0.1581
60	0.8000		40	0.1479
59	0.7500		39	0.1385
58	0.7000		38	0.1297
57	0.6500		37	0.1216
56	0.6000		36	0.1139
55	0.5500		35	0.1068
54	0.5000		34	0.1002
53	0.4500		33	0.0940
52	0.4000		32	0.0883
51	0.3500		31	0.0829
50	0.3000		30	0.0778
49	0.2744		29	0.0731
48	0.2555		28	0.0687
47	0.2381		27	0.0645
46	0.2221		26	0.0607
45	0.2072		25	0.0570

Payments to you will generally continue until you die or the Trustees determine you have recovered from the disability. Payments may be discontinued if you refuse to undergo a medical examination ordered by the Trustees.

You can receive only one pension under the **Plan** — a normal, early or disability pension.

If you recover from your disability and return to work, your future benefits may be reduced to reflect the payments already made to you.

NOTE: "Permanent and total disability" means a physical or mental condition that has existed for at least 3 months, and that can be expected to last for at least 12 months or result in your death. It must be serious enough to prevent you, in the opinion of the **Trustees** and based upon appropriate medical advice and examination, from engaging in any regular employment in the trade or any other gainful employment (except for purposes of rehabilitation). Such disability must not be the result of chronic alcoholism, intentionally self-inflicted injury, or of being engaged in a felonious criminal enterprise. Receipt of a Social Security disability pension will be accepted as proof of total and permanent disability. To qualify for a disability pension, you must become disabled (as described above) while you are still an active member. If you stop working and later become disabled, you will not be entitled to a disability pension under this **Plan**.

8. *Is There A Death Benefit?*

If you die after you retire, any benefit payable on account of your death will depend upon the form of pension which you selected at the time your pension started.

Pre-retirement death benefits will be provided for the lawful spouse of a married **Plan** member if the member has been married to the lawful spouse for at least one year. If you die before retirement and are vested in any portion of your **Earned Benefit** at the time of your death, your spouse will be entitled to a death benefit in the form of a survivor annuity. This means that your spouse will receive a monthly benefit for the remainder of his/her life equal to 50% of the benefit you would have been entitled to at the time of your death based on the Joint and 50% Survivor pension. If you die at or after age 55, your spouse will receive a pension immediately; if you are under age 55 when you die, the pension to your spouse will not start until the date you would have reached age 55. Your spouse may choose to delay payment to a later date, subject to certain limits.

If the lump sum equivalent of the survivor annuity is $5,000 or less, your surviving spouse will receive a single sum payment.

Here is an example of this "Surviving Spouse Benefit." Let's assume you should die in 2014 at age 60, and have 20 **Years of Benefit Service**. Your surviving spouse is also age 60.

- Your life annuity pension at age 65 would have been 20 years x $27 = $540 per month for your life.
- If you had retired at age 60, your life annuity pension would have been $540 x 80% = $432 per month for your life.
- Based on your age and your spouse's age, the Joint and 50% Survivor option would have provided you with $432 x .914 = $395 per month for your life.
- Your lawful surviving spouse will receive 50% x $395 = $198 per month for his/her life.

There is also a preretirement death benefit for beneficiaries of non-married members. The requirement for this is that the non-married member must meet all of the following criteria at the date of death:

- Must have been actively employed in the bargaining unit on or after June 1, 1998,
- Must have reached age 55, and
- Must have completed at least 15 **Years of Vesting Service**.

The monthly benefit payable to your beneficiary is equal to the monthly payment you would have been entitled to at the time of your death, and is payable for 60 months. For example, if a single employee age 60, with 20 **Years of Benefit Service**, died when the benefit rate was $27 and after being an active employee sometime after June 1, 1998, his beneficiary would receive a monthly payment of $432 for 60 months.

A lump-sum payment that is actuarially equivalent to the 60 payments is also available.

In addition, if a participant dies while in active military service, the participant will be treated for death benefit purposes as if he or she had first resumed employment under the **Plan** and then died.

9. What Happens if I Return to Active Service with a Contributing Employer After My Pension Begins?

If after your pension payments begin and before the April 1st of the calendar year after the year in which you reach age 70½ you return to active service with a contributing employer within the bargaining unit, and within the Union's territorial jurisdiction (currently Massachusetts, Rhode Island, and New Hampshire), your pension will continue to be paid if you work less than 40 hours in a month. However, if you work in this type of service for 40 or more hours in a month, your pension will be suspended until the April 1st of the calendar year after the year in which you turn age 70 1/2. If you continue to collect your pension during a month in which you work at least 40 hours and before the April 1st of the calendar year after the year in which you turn age 70½, you will have to pay back to the **Plan** any such payments. Your pension will not start again until the April 1st of the calendar year after the year in which you attain age 70 1/2, or until the month after you have stopped working for any contributing employer within the bargaining unit, or work less than 40 hours a month, <u>and</u> have notified the Fund Office that you have stopped such work or are working less than 40 hours a month.

When your pension payments restart, a recalculation will be made to determine your pension, including any additional benefits to which you may be entitled. Your first payment under this pension may be withheld, and additional payments may be reduced by 25% until you have paid back any pension payments you received but were not entitled to because they should have been suspended.

D. DISTRIBUTION OF YOUR BENEFITS

10. What Are the Pension Options?

If you are not married, your benefits will normally be paid to you as a life annuity pension. This means that payments continue to you for as long as you live.

If you are married on the date your benefits are to begin, unless you elect otherwise with your spouse's consent, you will automatically receive a 50% joint and survivor pension. This means that if you die and your spouse is living, your spouse will receive a monthly benefit for the remainder of his/her life equal to 50% of the benefit you were receiving at the time of your death. This only applies to the spouse you were married to at the date you retired or a former spouse who is treated as your spouse under the terms of a court order (see Question 12).

What happens if I take this reduced joint and survivor pension and then my spouse dies? Does my pension stay at the reduced amount? No. The **Plan** was changed in 1991 to provide what is called a "pop-up" provision. This means that your pension under the 50% joint and survivor form will "pop back up" to the original amount if your spouse should die first. (See the Normal Retirement Example in the Benefit Examples section).

The joint and survivor pension is "actuarially equivalent" to the life annuity form of pension described above. This means that payments to you during your lifetime will be less under the 50% joint and survivor annuity than under the life annuity because payments will continue to your spouse if he or she survives you.

If you wish to waive the 50% joint and survivor form of payment, you may do so during the 180-day period before the payment is to begin. However, YOUR SPOUSE MUST CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A **PLAN** FIDUCIARY OR A NOTARY PUBLIC. You may revoke the waiver any time before the payments begin. The Fund Office will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Fund Office in writing of any change in your marital status.

If you and your spouse elect not to take a 50% joint and survivor annuity, or if you are not married when your benefits are scheduled to begin, you may elect to receive any one of the following alternate forms of benefit payments:

a) Ten Year Certain Pension — Under this option, payments continue for as long as you live. However, if you die before you have received 120 monthly payments, the balance of the 120 payments will continue to be paid to your named beneficiary until a total of 120 payments have been made (counting the payments made to both of you).

b) Surviving Beneficiary Option — This form is similar to the joint and survivor spouse option, except that you can designate any beneficiary to continue receiving payments if he or she outlives you. The amount of the beneficiary payment may be 100% of the amount you were receiving, or 75% of that amount, or 66⅔% of that amount, or 50% of that amount, depending upon which form of payment you elect. If you outlive your beneficiary, payments will stop when you die. If your beneficiary predeceases you, your benefit will remain the same. There is no "pop-up" with respect to this alternate form of payment.

NOTE: The alternate forms of benefit payments shown in (a) and (b) above are not available if you retire on a disability pension.

In addition to the other alternate forms of benefit payments that are available to all members, a married member whose spouse consents has the option to elect a life annuity (the normal form of payment for unmarried members) instead of a 50% joint and survivor annuity. The life annuity will provide monthly payments to the member for the rest of his or her life, with no survivor benefits for the member's spouse or beneficiary.

NOTE: With respect to any of the pension options described above, the Trustees have the discretion to direct that small benefits be paid quarterly, semi-annually, or annually, instead of monthly.

E. YOUR ERISA RIGHTS AND OTHER IMPORTANT INFORMATION

*11. What Does The Pension Benefit Guaranty Corporation Do To Insure **Plan** Benefits?*

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

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

The maximum benefit that the PBGC guarantees is set by law, and may change from time to time. Under the current multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

a) 100% of the first $11 of the monthly benefit accrual rate, and

b) 75% of the next $33.

The PBGC's maximum guarantee limit in 2014 for this **Plan** is $23.00 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service under this **Plan** would be $8,280 in 2014. The guarantees for work at Harvard University, The O'Neill Federal Building or Tavern 103 may be higher, reflecting the additional benefits that may be earned at those locations, but in no event will the monthly guarantee in 2014 be greater than $35.75 times the participant's years of service. The PBGC guarantee generally covers:

a) Normal and early retirement benefits;

b) Disability benefits if you become disabled before the **Plan** becomes insolvent; and

c) Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

a) Benefits greater than the maximum guaranteed amount set by law;

b) Benefit increases and new benefits based on **Plan** provisions that have been in place for fewer than 5 years at the earlier of:

    i) the date the **Plan** terminates, or

    ii) the time the **Plan** becomes insolvent;

c) Benefits that are not vested because you have not worked long enough;

d) Benefits for which you have not met all of the requirements at the time the **Plan** becomes insolvent; and

e) Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your **Plan Administrator** or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington DC 20025-4026, or call (202) 326-4000 (not a toll free number). TTY/TDD users may call the Federal Relay Service toll free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at: www.pbgc.gov.

12. Is There Ever A Time When My Vested Benefits Can Be Taken Away?

Generally, your **Plan** benefits cannot be paid to third parties, paid prior to separation from service, or be subject to a state court order. There is an exception, however, to this general rule. The **Plan Administrator** must honor any obligations recognized under a "qualified domestic relations order" ("QDRO"). This is a judgment or decree from a state court that obligates you to provide child support or alimony payments, or otherwise allocates a portion of your benefits to your spouse, former spouse, child or other dependent.

The **Plan Administrator**, in accordance with procedures set forth in the law, will determine the validity of any domestic relations order received and inform you if one has been received affecting you. You may obtain a copy of the **Plan's** procedures regarding QDRO determinations, free of charge, upon written request.

13. What Are My Rights Under The Employee Retirement Income Security Act Of 1974 (ERISA)?

This has been only a brief and very general discussion of the most important provisions of the Pension Plan. A discussion such as this cannot adequately explain all the details of the **Plan**. Nothing in this discussion is meant to change in any way the rules and regulations expressed in the Pension Plan. It may be helpful to review a copy of the **Plan** if you have any questions.

If you want an application form or any additional information, you should contact the Fund Office.

Finally, we are required by Department of Labor regulations to include the following statement:

As a participant in the Massachusetts Service Employees' Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all **Plan** participants should be entitled to:

*Receive Information About Your **Plan** and Benefits*

Examine without charge, at the **Plan Administrator**'s office and at other specified locations, such as worksites and **Union** halls, all documents governing the **Plan**, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the **Plan** with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the **Plan Administrator**, copies of documents governing the operation of the **Plan**, including collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the **Plan**'s annual funding notice. The **Plan Administrator** is required by law to furnish each participant with a copy of this annual funding notice within 120 days after the end of the **Plan Year**.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and if so, what your benefit would be at normal retirement age if you stop working under the **Plan** now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The **Plan** must provide the statement free of charge.

*Prudent Actions By **Plan** Fiduciaries*

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

Enforce Your Rights

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

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

Assistance With Your Questions

If you have any questions about your **Plan**, you should contact the **Plan Administrator**. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the **Plan Administrator**, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

14. How Do I Make A Claim For Benefits?

Request an application form from the Fund Office. When the application form is completed, signed, and returned to the Fund Office, your eligibility for benefits will be determined. If you are eligible for benefits, you will be asked to meet with **Plan** representatives in order to complete a benefit election form.

Remember, you or your beneficiary must make an application in order to receive any pension benefits. Be prepared to provide Social Security earnings information or copies of W-2 Forms in order to substantiate your employment with one or more contributing employers in a collective bargaining unit represented by the **Union**. Your pension will start the 1st of the month after all required forms are completed and processed, and all required documentation is received by the Fund Office.

We hope there will never be a disagreement as to the amount owed to you under the **Plan**. However, if there is a disagreement you must follow the **Plan**'s claims procedure or you may forfeit certain legal rights to contest the **Plan Administrator**'s decision.

If your request is denied, the **Plan Administrator** will provide you with a written response detailing the reasons for its decision within 90 days (45 days if the claim is for a disability benefit) after receiving your request. The response will refer to the specific reasons for the denial of the claim, refer to the specific **Plan** provisions on which it is based, describe any additional material or information needed and why it is needed, and describe the **Plan**'s claims review procedure and applicable time limits. An extension of ninety days (or 30 days in the case of a disability claim) is allowed for processing a claim if special circumstances are involved. You will receive a notice that will state the special circumstances and the date a decision is expected.

After receiving this decision, you have 60 days (or 180 days if the claim is for a disability benefit) in which you or your legal representative may appeal a decision denying your claim to the **Plan Administrator** in writing, and request a full and fair review of the decision. You may request a hearing or review pertinent documents in the Fund Administrator's possession and submit issues and comments, as well as documents, records and other information relating to your claim, to the **Plan Administrator** as you deem appropriate. Upon request, you will be provided with reasonable access to or copies of all documents and other information relevant to your claim, free of charge. The **Plan Administrator** (Board of Trustees or a designated committee of the Board) will decide the appeal at the **Trustees**' next regularly scheduled meeting that occurs at least 30 days after the appeal is filed. If special circumstances require an extension of time beyond the second meeting scheduled following receipt of the appeal for processing the appeal, a decision shall be rendered no later than the third meeting of the **Trustees** following receipt of the appeal. The claimant will be notified in writing of the extension before the extension begins. The notice will describe the special circumstances for the extension and specify the date by which a decision will be rendered.

Based upon all the materials submitted, the **Plan Administrator** will issue a final written decision no later than five days after the date the decision is made, which details the specific reasons for the determination, refers to the specific **Plan** provisions relied upon, and explains your right to receive reasonable access to or copies of all relevant documents. The decision will also describe your right to file suit under Section 502(a) of ERISA. If you still do not agree with the decision, you may take such legal action as you and your attorney consider proper. However, no lawsuit may be filed more than one hundred eighty (180) days after the receipt of the **Plan Administrator**'s decision. Legal process may be served upon the **Plan's Agent for Service of Process** listed in the Definition and Terms section.

However, the best way to avoid this type of problem is to make sure that you understand the **Plan** and the way it works at this time. Remember, if you have questions, the Fund Office will assist you.

The **Plan Administrator** has final discretionary authority to determine all questions of eligibility and status and to interpret and construe the terms of the **Plan** and specific claims.

15. What Are My Responsibilities When I Make A Claim For Benefits?

Both the individual seeking benefits and the employer may be required to document the individual's employment, length of service, and other information that the **Trustees** may require in order to make a determination concerning the eligibility of the individual for benefits. Refusal to cooperate may result in a loss of benefits.

Individuals already receiving benefits under the **Plan**, including individuals receiving benefits because of disability, may be required to provide the **Trustees** with information needed in order to document the participant's continued eligibility for benefits. Failure to provide information requested by the **Trustees** may result in the denial of continued benefits. If information on your eligibility for benefits is needed, you will receive a written request from the **Trustees**. Proof of disability may periodically be required.

Additionally, if you wilfully make a false statement that is material to your claim for benefits, the **Trustees** will have the right to recover from you any payments made in reliance on your false statements.

If the **Trustees** determine from information they believe to be reliable that any member or beneficiary to whom benefits are payable under the **Plan** is unable to attend to his or her affairs, the **Trustees** may withhold the benefit payments due until a guardian, committee, or other legal representative has been appointed for the member or beneficiary, or may make such benefit payments to any relative (by blood or marriage) of the member or beneficiary who the **Trustees** believe is best qualified to use the benefits for the participant's or beneficiary's comfort, care, and support. The **Trustees'** decisions shall be final and binding on all persons and parties in interest.

*16. What Happens If the **Plan** Is Amended Or Terminated?*

The **Trustees** reserve the right, of course, to amend, modify, discontinue or terminate the **Plan** when, in their sole discretion, they determine that such action is in the best interest of the **Plan** and its participants. However, no amendment can ever reduce your **Earned Benefit** or your vested percentage of it.

If the **Plan** terminates, no money can go back to the **Union** or a contributing employer. Also, most "vested" **Earned Benefit**s are protected not only by the **Plan** but also by a government insurance corporation, the Pension Benefit Guaranty Corporation. (See Question 10 for more information about the government insurance.)

If any money remains in the **Plan** after it terminates and expenses are paid, this money, along with any money provided by the Pension Benefit Guaranty Corporation, will be distributed by the **Trustees** in a manner consistent with applicable law and the governing **Plan** documents.

17. What happens if the Plan is merged or consolidated with another Plan?

In the case the **Plan** merges or is consolidated with, or transfers assets or liabilities to, any other plan, your accrued benefit will not be reduced as a result of such merger, consolidation, or transfer.

F. INCOME TAX CONSIDERATIONS

*18. What Are the Tax Consequences When I Am Paid **Plan** Benefits?*

Whenever you receive a distribution from the **Plan**, it will normally be subject to income taxes.

If your beneficiary receives a lump sum benefit in lieu of an annuity, this benefit may be eligible to be rolled over to another retirement plan. Rollovers to certain eligible retirement plans may allow beneficiaries to defer taxation on lump sum payments.

When you receive a distribution from the **Plan**, the Fund Office will provide you with a tax information memo. This memo explains more about the tax consequences of receiving a distribution and the rollover options that apply to some distributions.

G. HARVARD EMPLOYERS AND EMPLOYEES WORKING AT HARVARD UNIVERSITY

19. Are the rules any different if I work at Harvard University?

Yes. If you work for a contributing employer and are assigned to work at Harvard University, you may be entitled to an additional amount of pension for a **Year of Benefit Service** worked at Harvard University. This extra amount of pension (beyond the current $27 rate) would only apply for a year when your employer is required by the Harvard Contractor Parity Policy to make contributions to this fund at a higher rate than other non-Harvard employers. For any such year, the **Plan**'s actuary will determine your extra pension credit based on your Hours of Service during the year and the extra contributions made by your employer under the Parity Policy. If you worked 1,800 or more hours during the year, your total pension credit for the year would then be equal to $27 plus your extra pension credit. If, by way of illustration, the **Plan**'s actuary determines that the extra pension credit is $10, your total pension credit for the year would be $37. Shown below are additional benefit rates determined by the **Plan**'s actuary for 2003 through 2010:

Year	Additional Monthly Benefit Rate
2003	$20.00
2004	15.00
2005	9.00
2006	13.00
2007	13.00
2008	13.00
2009	17.00
2010	21.00

For updated information regarding additional benefit rates for this location, please contact the Fund Office.

Also, in any of these "extra pension" years the benefit service credit schedule (see Question 3) will provide partial credit for hours worked below 1,000, as follows:

Hours of Service In **Computation Period**	Portion of Year of Credited Future Service
900 – 999	.5
720 – 899	.4
540 – 719	.3
360 – 539	.2
180 – 359	.1
179 or less	0

This special provision will only give you additional pension credit if you have less than 1,000 **Hours of Service** in a year when extra contributions are made for you.

H. OTHER LOCATIONS WHERE EMPLOYERS MAKE EXCESS PENSION CONTRIBITIONS

20. *Are there other working locations where employers may make excess contributions based on Collective Bargaining Agreements and provide for additional amounts of benefit (beyond the current $27.00 rate)?*

a) Yes, eligible employees working at the O'Neill Federal Building (electricians, plumbers, HVAC control mechanics, EMS Operator/controls mechanics, HVAC mechanics, general maintenance (mechanics class A) and helpers) may be entitled to additional benefit credits as determined by the **Plan** actuary, based on employer contributions in excess of the regularly scheduled employer pension contributions. Shown below are the additional benefit rates determined by the **Plan**'s actuary for November 1, 2004 through December 31, 2010:

Year	Additional Monthly Benefit Rate
2004	$ 3.70*
2005	22.20**
2006	20.00
2007	20.00
2008	26.00
2009	50.00
2010	60.00

b) Eligible employees (custodian/setup persons) working at Tavern 103 Limited may be entitled to additional benefit credits. . The additional benefits as determined by the **Plan** actuary to date are as follows:

Year	Additional Monthly Benefit Rate
2006	$ 2.27*
2007	27.25**
2008	22.00
2009	22.00
2010	22.00

* Prorated credit based on 300 hours with at least 167 hours
** 2005 and after pro rata credit based on 1800 hours with at least 1000 hours
* Prorated credit based on 150 hours with at least 83.33 hours
**2007 and after pro-rata based on 1800 with at least 1000 hours

For updated information regarding additional benefit rates for these locations, please contact the Fund Office.

NOTE: We have tried our best to make this an understandable booklet. However, if there is any conflict between this booklet and the actual **Plan** document, or between this booklet and Federal or state law, the **Plan** document or law, as appropriate, will control. This booklet is not intended to change or extend the provisions of the **Plan**. If you have questions about the **Plan**, we encourage you to contact the Fund Office, as soon as possible.

BENEFIT EXAMPLES*

1. *Eligibility Example*

Theresa was hired on March 3, 2002. She completed 1,000 **Hours of Service** on October 21, 2002. Because Theresa completed 1,000 **Hours of Service** within the **Computation Year** (January 1, 2002 - December 31, 2002), she became a member of the **Plan** in 2002.

2. *Normal Retirement Example*

Angelo became a member in 1989. Assume that when he retires at his **Normal Retirement Date** on September 1, 2011, he has 23 **Years of Benefit Service**, because he worked 1,800 or more hours in each of these 23 years. The present benefit rate is $27 per month for each **Year of Benefit Service**.

His pension is computed as follows:

$27 x 23 = $621 payable as a monthly pension beginning on September 1, 2011.

If Angelo and his spouse (assume she is age 60) are going to receive benefit payments in the joint and 50% survivor form, Angelo's monthly payments will be reduced because payment may be paid to both him and his spouse. Payments under this option are based on your age and the age of your spouse when you retire.

The actuarial equivalence factor for the joint and survivor form in this example is 87.4%.

$621 monthly benefit x 87.4% = $543* payable to Angelo at his **Normal Retirement Date** for as long as he lives, and at his death 50% of $543 or $272* per month would then be payable to his spouse, if she survived him.

Assume that Angelo retired under the spouse joint and survivor form. His pension is $543 a month. A year after Angelo retires, his spouse dies. Under the "pop up" rule, his pension would then go back up to $621 for the rest of his life.

3. *Early Payment of Benefits Example*

Assume John, who is not married, terminates his employment under the **Plan** at age 60 with a vested **Earned Benefit** of $360 to begin at age 65. John has requested to have his payments start at age 60. Because payments begin early, his benefit will be determined as follows:

---

* All monthly pensions are rounded to the nearest dollar

The early retirement factor for early payment at age 60 under the **Plan** is 80%.

$360 x 80% = $288 payable as a monthly benefit at age 60. This amount is payable for John's life, with no death benefits.

If John elected a form of payment other than the life annuity, his monthly benefit amount would be further adjusted according to the form of payment he chose.

Likewise, if John were married, his benefit amount would be further adjusted to provide survivor benefits for his spouse under the 50% joint and survivor annuity form, as in the previous example, or any optional form of payment John selected with his spouse's consent.

4. Late Retirement Benefits Example

Assume that Maria, who is not married, works two years beyond her age 65 **Normal Retirement Date** and her monthly pension at her **Normal Retirement Date** would have been equal to $432 per month. Upon her late retirement, at age 67, her monthly pension would be equal to $524 ($432 x 1.213) per month.

As with the previous example, this example assumes Maria receives her payments as a life annuity. If Maria selected another form of payment, or if she were married and receiving benefits under a 50% joint and survivor annuity, her monthly benefit amount would be adjusted accordingly.

Right to Defer (if eligible to elect Early Retirement)- You may begin receiving your retirement benefit anytime until your Normal Retirement Date or a later time, up to the time you reach age 70 ½. The later your benefit begins the higher it will be. How much higher depends upon your age and your beneficiary's age (if applicable) at the time your benefit begins. See the description at page 9 for more information about the consequences of deferring or failing to defer payment of your pension.

Are you married? If you are married, you are legally required to receive a reduced **50% Joint and Surviving Spouse** pension, unless you elect an alternative benefit and your spouse consents to a different form by signing the enclosed Spousal Consent Form in front of a notary public.

*SELECT ☑ ONLY **1** (**ONE**) OPTION FROM PAGE **1** OR PAGE **2**

<table>
<tr><td rowspan="4">JOINT AND SURVIVING SPOUSE PENSION</td><td rowspan="4">This option will only be paid to the person who was married to you when your pension starts, provided he/she outlives you and had been married to you for at least one year at the time of your death. If you divorce or remarry after the pension starts, your former spouse, not your new spouse, will receive the survivor pension on your death.</td><td>☐
50%</td><td>I elect to receive a pension of $_______ per month for as long as I live. If my spouse lives after me, a monthly pension of $_______ will then be payable for as long as he / she lives. If my spouse dies before me, my pension will increase to $_______ per month. If you elect this option your spouse must sign <u>ONLY</u> Part A on page 5</td></tr>
<tr><td>☐
66⅔%</td><td>I elect to receive a pension of $_______ per month for as long as I live. If my spouse lives after me, a monthly pension of $_______ will then be payable for as long as he / she lives. If you elect this option your spouse must complete <u>BOTH</u> Part A <u>AND</u> B on page 5</td></tr>
<tr><td>☐
75%</td><td>I elect to receive a pension of $_______ per month for as long as I live. If my spouse lives after me, a monthly pension of $_______ will then be payable for as long as he / she lives. If you elect this option your spouse must complete <u>BOTH</u> Part A <u>AND</u> B on page 5</td></tr>
<tr><td>☐
100%</td><td>I elect to receive a pension of $_______ per month for as long as I live. If my spouse lives after me, a monthly pension of $_______ will then be payable for as long as he / she lives. If you elect this option your spouse must complete <u>BOTH</u> Part A AND B on page 5</td></tr>
<tr><td>LIFE-ONLY PENSION</td><td>☐</td><td colspan="2">I do not want a joint and survivor pension. Pay me a pension for as long as I live of $.00 per month. I understand that when I die, payments will stop.
If you are married, and elect this option, your spouse must complete <u>BOTH</u> Part A <u>AND</u> B on page 5.
(L A- MEMBER ONLY, NO BENEFICIARY)</td></tr>
<tr><td rowspan="6">LIFE PENSION WITH PROMISE OF 120 MONTHLY PAYMENTS</td><td rowspan="6">☐
I do not want a joint and survivor pension. Pay me $.00 per month. If I die before you have made 120 monthly payments, pay what is left of the 120 payments (10 CC 'TEN YEARS') to the following person:
If you are married, and elect this option, your spouse must complete <u>BOTH</u> Part A <u>AND</u> B on page 5.</td><td colspan="2">Beneficiary Name:</td></tr>
<tr><td colspan="2">Relationship:</td></tr>
<tr><td colspan="2">Social Security Number:</td></tr>
<tr><td colspan="2">Date of Birth:</td></tr>
<tr><td colspan="2">Address/PO Box:</td></tr>
<tr><td colspan="2">Phone Number:</td></tr>
</table>

JOINT AND SURVIVING OTHER THAN SPOUSE PENSION

If you want a survivor pension, but do not want the survivor benefit payable to your spouse (or you do not have a spouse), you may instead elect a Joint and Survivor pension with the non-spouse beneficiary named below. This Joint and Survivor pension is available in the same percentages as the Joint and Surviving Spouse pension, though the dollar amounts of the benefits that you and your beneficiary receive may differ, as shown below. The 50% Joint and Survivor pension does not provide any increase in your benefit if your non-spouse beneficiary dies before you.

If you are married, and elect *__ANY__* of these options your spouse must complete *__BOTH__* Part A *__AND__* B on page 5.

☐ 50%	I elect to receive a pension of $0.00 per month for as long as I live. If my beneficiary lives after me, a monthly pension of $0.00 will then be payable for as long as he/she lives. (JOINT AND SURVIVOR)
☐ 66⅔%	I elect to receive a pension of $0.00 per month for as long as I live. If my beneficiary lives after me, a monthly pension of $0.00 will then be payable for as long as he/she lives. (JOINT AND SURVIVOR)
☐ 75%	I elect to receive a pension of $0.00 per month for as long as I live. If my beneficiary lives after me, a monthly pension of $0.00 will then be payable for as long as he/she lives. (JOINT AND SURVIVOR)
☐ 100%	I elect to receive a pension of $0.00 per month for as long as I live. If my beneficiary lives after me, a monthly pension of $0.00 will then be payable for as long as he/she lives. (JOINT AND SURVIVOR)

BENEFICIARY INFORMATION

You may name only one beneficiary. Since your benefits must be recalculated, the benefit application process will take additional time.

Beneficiary Name:	Relationship:
Social Security Number:	Date of Birth:
Address/PO Box:	
Phone Number:	

Certificate of Unmarried Participant

I certify that I am not legally married. I understand that a false statement by me may cause the Plan legal damages, in which event I agree that I am fully responsible for all such amounts and that this agreement shall be binding upon my heirs and my estate in the event of my death.

Participant Signature: ____

Print Name: ____

Date: ____

DISABILITY PENSION

Certificate of Disabled Participant

I certify, under penalties of perjury, that my disability is not a result of chronic alcoholism, drug addiction, being engaged in a felonious criminal enterprise, or an intentional self-inflicted injury.

I understand that the Trustees of the Plan may require my reexamination, and if such reexamination should reveal that my disability was caused by one of the above listed reasons, this would mean that I did not meet the definition of "Totally Disabled", and consequently, I was not entitled to the disability pension benefit. In that case, the Fund has the right to terminate my benefits immediately and seek reimbursement of amounts paid to which I was not entitled.

Participant Signature: ____

Print Name: ____

Date: ____

Spousal Consent Form

Consent form is to be completed by the spouse of **Participant Name.**

PART A

I understand that my spouse is entitled to receive a distribution from the Massachusetts Services Employees' Pension Plan in which he/she participates.

I understand that the plan is required by Federal law to provide for distribution in the form of a 50% Joint and Surviving Spouse pension unless I give my free and willing consent to a distribution in another form and, if applicable, my spouse's selection of another beneficiary.

I understand that a 50% Joint and Surviving Spouse pension would provide lifetime income to my spouse with half payments continuing to me for my lifetime, provided that I outlive my spouse and we have been married for at least one year at the time my spouse dies.

I understand that I have at least 30 days to consider whether to waive the 50% Joint & Surviving Spouse pension and consent to another form of distribution.

I certify that I have reviewed the Pension Election Form provided to my spouse and have reviewed the amount which could be paid to my spouse during his/her lifetime and to me after his/her death if a 50% Joint and Surviving Spouse pension were elected, as well as the amount which would be paid to my spouse during his/her lifetime and the amount (if any) which would be paid to me after his/her death based on the form of payment my spouse selected on the Pension Election Form.

______________________________ ______________________________

Spouse Signature (Spouse's Name) ***Date***

PART B

Note: PART B Is ***not*** required if a 50% Joint and Surviving Spouse pension was elected, if a different option was elected, t**he Participant's spouse must sign this form in the presence of a notary public.**

I agree that payments to my spouse should not be made in the form of a 50% Joint and Surviving Spouse pension. Instead, pay all amounts from the plan to my spouse in the form chosen by my spouse on the Pension Election Form.

______________________________ ______________________________

Spouse Signature (Spouse's Name) ***Date***

Mr./Mrs./Ms/ ______________________________ personally appeared before me, and proved to me to be the spouse of the person whose name is on this form and I acknowledge that he/she signed the this form in my presence.

Seal	Notary Public Print Name	My Commission Expires:
	Notary Public Sign Name	On this _______ day of ___________, 20____

YOU *MUST* RETURN THE ORIGINAL COPY OF THIS FORM CONTAINING THE NOTARY SEAL
*****PHOTOCOPIES WILL *NOT* BE ACCEPTED*****

FEDERAL INCOME TAX
WITHHOLDING ELECTION STATEMENT

STATE STREET
Retiree Services
P.O. Box 5149
Boston, MA 02206

COMPANY NAME: SEIU Local 615

The monthly pension payments you receive from the Plan will be subject to Federal income tax withholding unless you elect not to have withholding apply. You may elect not to have withholding apply to your pension payments (or may elect to have additional amounts withheld) by returning this signed and dated form to 26 West Street 3rd Floor, Boston MA 02111. Your election will remain in effect until you revoke (cancel) it. You may revoke your election with respect to future payments at any time by returning another signed and dated Withholding Election Statement to the same address. To obtain blank copies of this Withholding Election Statement, please contact the Benefits Office at (617) 399-4616

If you elect not to have withholding apply to your pension payments, or if you do not have enough Federal income tax withheld from your pension payments, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

Please check the appropriate box (es) below. If you elect withholding based on tax tables and you do not indicate below your marital status and the number of withholding allowances you wish to claim, then withholding will commence at a rate equal to that for a married individual claiming three withholding allowances regardless of your actual marital status and allowances.

STATE INCOME TAX
WITHHOLDING ELECTION STATEMENT

STATE STREET
Retiree Services
P.O. Box 5149
Boston, MA 02206

COMPANY NAME: SEIU Local 615

If you are a resident of Alaska, Florida, Hawaii, Mississippi, Nevada, New Hampshire, South Dakota, Tennessee, Texas, Washington, or Wyoming, please disregard this form.

If you are a resident of Iowa, Kansas, Maine, Massachusetts, or Vermont, state income tax withholding is mandatory if you have elected federal income tax withholding, and is voluntary if you have not elected federal income tax withholding. Please make your election below.

If you are a resident of California, Delaware, Georgia, Louisiana, Oklahoma, or Oregon, state income tax withholding is mandatory unless you elect not to have state income tax withheld. Please make your election below.

If you are a resident of Alabama, Arizona, Arkansas, Colorado, Connecticut, District of Columbia, Idaho, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, Utah, Virginia, Wisconsin, or West Virginia, state income tax withholding is voluntary. (Indiana, Maryland, Missouri, New Jersey, and New York permit a flat dollar election only.) Please make your election below.

INCOME TAX WITHHOLDING ELECTION

Participant Name: ________________________________ SSN#: ______________________

Please select a federal income tax election:

FEDERAL INCOME TAX

☐ I elect to have **NO** federal income tax withheld

☐ I elect a fixed amount withholding of $__________.00 per month

☐ I elect withholding based on tax tables, according to my marital status and withholding allowances:

Marital Status: _________ (1=**Single**, 0=**Married**)

of **Allowances**: _________

Please select a state income tax election:

STATE INCOME TAX

☐ I elect to have **NO** state income tax be withheld.

☐ I elect a fixed amount withholding of $__________.00 per month

☐ I elect withholding based on tax tables, according to my marital status and withholding allowances:

Please indicate state of liability: ___________________________________

Marital Status: __________ (1=**Single**, 0=**Married**)

of **Allowances**: __________

_______________________________________ ___________________

Participant Signature ***Date***

THE PENSION APPLICATION PROCESS CANNOT BE COMPLETED UNTIL YOU RETURN THE FOLLOWING DOCUMENTS AND PROPERLY COMPLETED FORMS TO US:

- The Pension Election Form.
- The enclosed Tax Withholding Election Forms.
- The enclosed Spousal Consent Form (signed by your spouse) or, if you are not married, the enclosed Certificate of Unmarried Participant (signed by you). **If you elected a 50% Joint and Surviving Spouse pension, it is not necessary to return the Spousal Consent Form**.

The foregoing benefit amounts have been calculated assuming your date of birth is **DD/MM/YYYY** and your spouse's date of birth is **DD/MM/YYYY**. If these dates are not correct, please contact the Fund Office. When you sign this form below you:

☐ ______ certify under the penalties of perjury that the information I have supplied on this form is true, complete and correct to the best of my knowledge.
Initial

☐ ______ certify you have carefully reviewed this Pension Election Form, and
Initial

☐ ______ understand that your pension benefits may be suspended if you return to active service with an Employer within the bargaining unit for 40 or more hours in a full Calendar month, until the April 1st following the year in which you turn age 70 ½. (**Article VI, Section 6.8 of the Plan Document**).
Initial

Participant Signature: ____

Print Name: ____

Date: ____

FOR INTERNAL USE ONLY:	
____ MAILED	____ WALK-IN
Plan Official Print: ______________________	Plan Official Print: ______________________
Plan Official Sign: ______________________	Plan Official Sign: ______________________
Date: ______________________	Date: ______________________

Consequences of Failure to Defer Receipt of Retirement Benefits

If you retire early, before age 65, your pension will be reduced for Early Retirement. The later your benefit begins, the higher it will be; how much higher it will be depends on your age and your beneficiary's age (if applicable) at the time your benefit begins. If you retire on an Early Retirement pension, the amount of your regular pension will be reduced by 1/3 of 1% for each of the first 60 months and 5/12 of 1% for each additional month between the date the Early Retirement commences and your Normal Retirement Date. For example, if you elect the Life-Only pension to begin on your Normal Retirement Date, your payments will be $________ per month. Compare this to the monthly amount you would receive under the Life-Only pension option now, as shown on page 1.

If you decide to delay your retirement until after your Normal Retirement Date, your monthly benefit will be actuarially increased provided you are not working in employment for which your pension payments may be suspended. (Until the April 1st following the year you reach age 70 ½, your pension payments shall be suspended during any period that you return to active service with a contributing Employer within the bargaining unit for 40 or more hours in a full calendar month.) Please refer to Question 5 in your Summary Plan Description for an explanation of the percentage increases that apply if you continue working after your Normal Retirement Date.

Relative Value of Benefits

IRS regulations require plans like this one to give retiring participants a comparison of the relative values of the benefit payment options generally available under the plan to help them make an informed choice about the form in which they will receive their retirement benefits. "Relative value" means the actuarial present value of each optional form of payment relative to the value of the standard form (the 50% Joint and Surviving Spouse pension for a married Participant or the Life-Only pension for an unmarried Participant). If the relative value of the optional form is close enough to the value of the standard form, it may be described as "approximately equal" to the standard form.

Based on average life expectancies, as well as on assumptions regarding interest (to reflect the time value of money), all of the optional annuity payment forms available to you have the *same expected value at your retirement date.* However, the actual value of the benefit you receive will depend on the length of your life (and the length of your spouse's/beneficiary's life, if you choose a form of payment that provides coverage for a surviving spouse/beneficiary). Therefore, the *actual values* of the different optional payment methods will vary depending upon your *individual circumstances*. Upon written request, the Plan will provide you with the actuarial assumptions used to calculate the relative value of optional forms of benefit under the Plan.

TAX INFORMATION MEMO
DISTRIBUTIONS FROM QUALIFIED RETIREMENT PLANS

You are receiving a retirement plan distribution that is subject to Federal income tax. (State tax treatment will vary based upon the laws of the state(s) to which you pay taxes.)

The Internal Revenue Code provides several complex rules relating to the taxation of the amounts you may receive in a distribution. You should promptly consult a tax advisor in deciding what course to follow with respect to any distribution. This memo contains a brief summary of the Federal tax rules regarding plan distributions. The memo does not describe any State or local income tax rules (including withholding rules).

<u>Periodic Payments Are Subject to Income Taxation at Regular Rates</u>

If you elect a form of pension which provides for periodic (such as monthly) payments, your Federal and State income taxes will be based on your tax bracket when you receive the payments. In most cases, you will fall into a lower tax bracket than when you were working, since you will likely earn less money when you retire.

<u>Postponement of Taxes: Rollovers of Certain Death Benefit Distributions</u>

A member's surviving spouse (including a former spouse who is treated as the member's surviving spouse under the terms of a qualified domestic relations order) or designated beneficiary may be allowed to roll certain death benefit payments he or she receives from this Plan over to <u>an individual retirement arrangement (IRA) or to another employer plan. Rolling these payments over usually allows the member's surviving spouse or beneficiary to delay paying federal income tax on this death benefit until he or she later withdraws it from the IRA or other plan. The paragraphs below describe the rollover rules that apply to these death benefit payments.</u>

Payments That May Be Rolled Over. According to Federal tax law, a payment from the Plan will be eligible for rollover <u>unless</u> it is:

- One payment in a series of periodic payments that is spread over a period of at least 10 years, or over the life or life expectancy of the member, or over the joint lives or life expectancies of the member and a beneficiary; or
- A required minimum payment that a member must receive each year after he or she reaches age 70½ (or retires, if later), or that a beneficiary must receive after the member's death.

Most benefit payments from the Plan cannot be rolled over because they are paid over the member's life, or the joint lives of the member and the member's spouse/beneficiary, or a period of 10 years. There are three situations in which someone could elect a rollover. A surviving spouse who receives a lump-sum payment under the Pre-Retirement Spouse Benefit (because the present value of the benefit is not more than $5,000), or a beneficiary who receives either 60 monthly payments or an actuarially equivalent lump sum under the Pre-Retirement Beneficiary Benefit, may roll such payments over to an IRA, or in some situations another employer plan, that will accept the rollover (an "eligible plan").

How to Elect a Rollover. To accomplish a rollover, a surviving spouse may request that this Plan transfer the lump-sum payment to an eligible plan (a "direct rollover"), or may receive the payment from this Plan and then deposit it into an eligible plan within the next 60 days (a "60-day rollover"). A non-spouse beneficiary may only request a direct rollover of his or her payment(s) – there is no 60-day rollover option for a non-spouse beneficiary.

If you are a surviving spouse or beneficiary who would like to request a direct rollover from this Plan to an eligible plan, you should contact the IRA sponsor or employer plan administrator who will receive your payment(s) for information about how to set up the direct rollover. <u>If you do not request a direct rollover, the Plan is required by law to withhold 20% of the payment for federal income taxes.</u>

If you are a surviving spouse and you receive a lump-sum payment from the Plan, you may still roll the payment over by depositing it into an eligible plan within 60 days after you receive it. In order to roll over your entire payment in a 60-day rollover (and defer tax on the full amount), you must use other funds to make up the 20% withheld by the Plan. If you do not roll over the entire amount of the payment, you will be taxed on the portion you keep.

Generally, the 60-day rollover deadline cannot be extended. The IRS has limited authority to waive the deadline under extraordinary circumstances. If events beyond your control prevent you from completing a rollover within the 60 days after you receive your payment, you may file a private letter ruling request with the IRS to apply for a waiver. There is a nonrefundable filing fee. See IRS Publication 590, Individual Retirement Arrangements (IRAs), for more information.

Eligible Plans. <u>If you are a surviving spouse</u>, you may roll your payment over to an IRA (either an individual retirement account or an individual retirement annuity), including a Roth IRA,* or an employer plan (a tax-qualified plan like this one, a section 403(b) plan, or a governmental section 457(b) plan) that will accept your rollover. If you choose to roll over to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is like any other IRA that belongs to you. Payments you receive from the IRA before you reach age 59½ will be subject to an additional 10% income tax on early distributions, unless an exception applies. You will not have to start receiving required minimum distributions until after you reach age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the additional 10% income tax on early distributions, regardless of your age. However, if the member had already begun receiving required minimum distributions from the Plan, you will have to receive required minimum distributions from the inherited IRA. If the member had not yet begun receiving required minimum distributions, you will not have to receive these distributions from the inherited IRA until the year the member would have reached age 70½.

If you are a non-spouse beneficiary, your only rollover option is to make a direct rollover to an inherited IRA, including a Roth IRA.* Payments from the IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

<u>In all cases</u>, the rules of the eligible plan that accepts your rollover will determine your investment options, fees, and rights to payment from that plan. The amount you roll over will become subject to the tax rules that apply to the eligible plan.

*Special rules apply when you elect a rollover to a Roth IRA. See below.

When Will the 10% Additional Income Tax on Early Distributions Apply to Early Distributions from an IRA? If you receive a payment from an IRA (other than an inherited IRA) when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA unless an exception applies. Exceptions to the 10% additional income tax on early distributions include the following payments from your IRA:

- Payments made at least annually in equal or close-to-equal amounts over your life or life expectancy, or the joint lives or life expectancies of you and your beneficiary;
- Payments made due to disability;
- Payments after your death;
- Payments made directly to the government to satisfy a federal tax levy;
- Payments made directly to the IRA of a spouse or former spouse as part of a divorce or separation agreement;
- Payments up to the amount of your deductible medical expenses;

- Payments for qualified higher education expenses;
- Payments up to $10,000 used in a qualified first-time home purchase; or
- Payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation except that you were self-employed).

Your IRA sponsor can tell you about other exceptions that would not apply to amounts you rolled over to your IRA from this Plan.

If You Roll Your Payment Over to a Roth IRA. If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over will be taxed.

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in another employer plan.

Other Special Rules.

If you receive a lump-sum payment due to the death of a member who was born on or before January 1, 1936, and you do not roll this payment over, special rules for calculating the amount of tax on the payment may apply. For more information, see IRS Publication 575, Pension and Annuity Income.

If you are a non-spouse beneficiary who will receive death benefit payments for a period of 60 months, your choice whether to make a direct rollover of any payment will apply to all later payments in the series, unless you make a different choice for later payments and notify the Fund Office.

You may not elect a direct rollover if your payments for the year total less than $200.

If you receive a payment that is eligible for rollover, you may elect to roll a portion of the payment over in a direct rollover to an eligible plan and receive the remainder, as long as the amount to be paid to the eligible plan is at least $500.

If you recently served in the U.S. Armed Forces, you may have special rollover rights. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

MASSACHUSETTS SERVICE EMPLOYEES' PENSION FUND

Summary of Material Modifications

The following is a list of changes and clarifications which have occurred since the printing of the Massachusetts Service Employees' Pension Fund Summary Plan Description (SPD) dated January 1, 2014. This Summary of Material Modifications (SMM) supplements or modifies the information presented in your SPD with respect to the Plan. **Please keep this document with your copy of the SPD for future reference.**

Change in Union Trustee

Effective January 15, 2015, Ingrid Nava has resigned as a union Trustee and Roxana Rivera has been appointed. Ms. Rivera's information is below:

Roxana Rivera
Vice President
SEIU 32BJ New England District 615
26 West Street
Boston, MA 02111

Change in Accountants

Effective May 16, 2016, Bond Beebe replaces O'Brien, Riley, & Ryan, P.C. as accountants.

Change in Investment Advisors

Effective January 1, 2017, Segal Marco Advisors replaces Marco Consulting Group as investment advisors.

Fund Administration

The Massachusetts Service Employees' Pension Fund is administered by a joint Board of Trustees composed of Union and Employer Trustees with each having equal voting power. The address of the Board of Trustees is: 26 West Street, 3rd Floor, Boston, MA, 02111.

Increase in the Benefit Rate Effective January 1, 2017

Your monthly pension benefit is determined by multiplying your years of Benefit Service by the applicable benefit rate(s) under the Plan. Since January 1, 2005, the Plan's benefit rate had been $27.00 per year of Benefit Service. In 2016, the Plan's Board of Trustees voted to increase the benefit rate to $30.00 for each year of Benefit Service earned on or after January 1, 2017.

What This Means to You

If you retire on or after January 1, 2017, the benefit rate will increase from $27.00 to $30.00 for each year of Benefit Service credit you earn after 2016. Unbroken years of Benefit Service earned prior to January 1, 2017 will remain at the $27.00 benefit rate.

As a reminder, you earn one year of Benefit Service for each calendar year you work 1,800 hours or more. If you work less than 1,800 but more than 1,000 hours in any calendar year, you will earn a partial year of Benefit Service (in tenths of a year) based on the number of hours worked. If you work less than 1,000 hours in any calendar year, you will not get any Benefit Service credit for that year. Note: A calendar year in which you work 500 or fewer hours is generally considered a Break Year. Years of Benefit Service you earn before a Break Year will always stay at the benefit rate that was in effect prior to your Break Year.

For example, if you retire on January 1, 2018 at age 65 with 18 years of Benefit Service (17 years before January 1, 2017 and 1 year after January 1, 2017) and no Break Years, your benefit will be $489.00 per month ((17 x $27.00 = $459.00) + (1 x $30.00 = $30.00)). However, if the facts were the same as in the example above, but you had a Break Year in 2003 when the benefit rate was still $24.00, your benefit would instead be $480.00 per month ((3 years x $24.00 = $72.00) + (14 years x $27.00 = $378.00) + (1 year x $30.00 = $30.00)).

Clarification Regarding Existing Plan Provisions

The Board of Trustees also amended parts of the Plan to make it clear that no member of the Providence College bargaining unit should suffer a loss of benefits as a result of becoming covered by the Plan as of May 1, 2013.

For Providence College Employees Who Were Not Vested in the National Plan

Members employed in the Providence College bargaining unit on May 1, 2013 who were not vested or entitled to a pension benefit from the National Plan as of that date ("Non-Vested Employees") get one year of Vesting Service in this Plan for each vesting credit they had earned under the National Plan. Further, Non-Vested Employees will be treated as having one year of participation in the Plan for each vesting credit they earned under the National Plan for the purpose of determining whether they have reached the Plan's Normal Retirement Date. As a reminder, the Plan's Normal Retirement Date is the date of your 65th birthday or, if later, the 5th anniversary of your participation in the Plan.

For Providence College Employees Who Were Vested in the National Plan

Members employed in the Providence College bargaining unit on May 1, 2013 who were vested or entitled to a pension benefit from the National Plan as of that date ("Vested Employees") are also vested in the Plan. Further, Vested Employees will be treated as having five years of participation in the Plan for the purpose of determining whether they have reached the Plan's Normal Retirement Date.

All Providence College Employees

Both Vested and Non-Vested Employees will be treated as having one year of Vesting Service for each vesting credit earned under the National Plan for the purpose of determining if they are eligible for a disability pension from the Plan. (A member must have at least 10 years of

Vesting Service to be eligible for a disability pension.) However, vesting credit earned under the National Plan will not count toward a Vested or Non-Vested Employee's Vesting Service for the purpose of determining their eligibility for a Pre-Retirement Beneficiary Benefit, a death benefit the Plan pays on behalf of eligible unmarried members. (A member must have at least 15 years of Vesting Service in this Plan to be eligible for a Pre-Retirement Beneficiary Benefit. The National Plan does not offer a comparable benefit.)

Spouse Definition

The Plan was also amended to define "Spouse" as an individual to whom a member is considered legally married under the laws of the place where the marriage was celebrated, including an individual of the same sex as the member.

In Summary

We encourage you to keep a copy of this notification with your SPD for future reference. If you have any questions about these benefits or the recent changes made to the Plan, please call or write the Fund Office at:

Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor
Boston, MA 02111-1207
(617) 399-4616

Official Plan documents control the actual payment of benefits and the administration of this Plan. This SMM merely highlights the changes and does not replace those documents. In case of any discrepancy between this SMM, the SPD, or official Plan documents including any and all amendments, the terms of the Plan will control.