Building Service 32BJ

Pension Fund

101 Avenue of the Americas, New York, NY 10013-1991
Telephone 1-212-388-3500

The Building Service 32BJ Pension Fund is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees with equal voting power.

Contents

Important Notice

This booklet is the Summary Plan Description ("SPD") of **Program C** of the Building Service 32BJ Pension Fund ("the **Plan**"), which is one program of benefits of the Building Service 32BJ Pension Fund (the "**Fund**"). Although there are three programs of benefits under the Plan, the term "Plan," when used by itself in this booklet, refers to Program C. This booklet is only a brief summary of the most important provisions of the Plan. Your rights to benefits will be governed by the official rules and regulations of the Plan, as interpreted by official action of the Board of Trustees ("the **Board**"). Nothing in this summary will modify or change the official rules and regulations of the Plan. If there is any conflict between the terms of the official rules and regulations of the Plan and this booklet, the official rules and regulations will control. The official rules and regulations of the Plan are available from the Compliance Office at the address and telephone number printed on page 43. In addition, the Board reserves the right, in their sole and absolute discretion, to amend the Plan at any time, subject to the terms of the applicable collective bargaining agreements.

- Save this booklet – put it in a safe place. If you lose a copy, you can ask Member Services for another or obtain it from www.seiu32bj.org.
- If you change your name or address – notify Member Services immediately so your records are up-to-date and to avoid delays in the delivery of benefits and other important notices. You may download an address change form at the following link http://www.32bjfunds.com/pdf-forms/ChangeAddressENSP.pdf.
- Throughout this booklet, the words "you" and "your" refer to individuals who are **Participants**, as defined on page 48.
- This booklet describes the provisions of the Plan as amended through January 1, 2011, and generally applies to Participants who are credited with at least one **Hour of Service** as defined on page 47, after January 1, 2011. If you stopped working in **Covered Employment** before January 1, 2011, you should refer to the official plan documents in effect at the time you stopped working in Covered Employment to determine your rights under the Plan. Member Services can provide copies of those documents to you. Please request these documents from Member Services in writing at the address on the inside back cover.
- All capitalized terms, for example, Covered Employment, are defined in the Glossary of Terms, beginning on page 43.
- This booklet is intended only as a summary of the Plan's highlights and is not the complete Plan document. Since this booklet summarizes rules that can be complex, it is possible that inconsistencies between the actual Plan provisions and this booklet may exist. The official

rules and regulations will govern even if you believe you have received contrary information from a Fund or **Union** employee.

Important Information About Your Plan

Effective Date of the Plan

The Plan was established on January 1, 2008. Generally, it provides a pension for security employees anywhere within the jurisdiction of Local 32BJ and building service employees outside of the five boroughs of New York City and Nassau and Suffolk Counties under agreements with Local 32BJ that require contributions to the Fund for benefits under the Plan.

The term "Plan," when used by itself in this booklet, refers to Program C. The benefits provided for employees working under a collective bargaining agreement between a building employer and Local 32BJ in Manhattan, Queens, Brooklyn or Staten Island are referred to in this booklet as "Program A." The benefits provided to employees covered by the former Local 307 Pension Trust Fund are referred to as "Program B." Program A and Program B benefits are described in separate booklets.

Fund Administration

The Building Service 32BJ 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: 101 Avenue of the Americas, New York, NY, 10013-1991. See page 1 for the members of the Board of Trustees.

Service Information

The amount of your pension is determined by the number of **Service Credits** you earn. You begin to accrue Service Credits when you become a Plan Participant, typically on the January 1 or July 1 following your first full 12 months of employment, as described below, but you receive Vesting Credit from the first day of Covered Employment. It is important to note that Vesting Credit determines your *eligibility* for a benefit while your Service Credit determines the *amount* of your pension benefit.

Becoming a Participant

Generally, you are eligible to participate in the Plan if you have completed 1,000 Hours of Service (as described on pages 7–8 and page 47), in the first 12 consecutive months after you are hired in Covered Employment.

If you satisfy that requirement, your entry date for participation is the earlier of January 1 or July 1 following your first anniversary of employment. If you do not complete 1,000 Hours of Service during the first 12 consecutive months following your date of hire, you will become a Participant in the Plan as of the July 1 immediately following the first **Plan Year** – July 1 to June 30 – in which you complete at least 1,000 Hours of Service. For purposes of becoming eligible to participate in the Plan, hours of service with a **Contributing Employer** right before or right after Covered Employment will also count as Hours of Service.

If you are entitled to **Past Service Credit,** as described on pages 8–10, you will become a Participant beginning on the date your employer becomes obligated to contribute to the Fund for benefits under the Plan.

If you cease to be a Participant due to a **Break-in-Service**, as described on page 12, and later return to Covered Employment, you will have to satisfy the rules above as if you are a new employee unless you have not had a permanent Break-in-Service, in which case you will become a Participant immediately upon your return to Covered Employment.

Service Credit

Generally, Service Credit is earned if you are working in a classification of employment for which an employer is required to contribute to the Fund for benefits under the Plan. You may alternate employment back and forth between Contributing Employers without losing credit, but you will not receive more than one month of credit in any calendar month, or three months' credit in any calendar quarter, even if more than one employer contributes on your behalf in that period.

When the word "earned" or "earns" is used with Service Credit, it does not include Past Service Credit, which is explained in the following section. Your earned Service Credit includes only service during the period of time during which an employer is obligated to contribute to the Fund for benefits under the Plan on your behalf.

You will earn only one pension for all Credited Service under the Fund, regardless of how many employers contribute to the Fund on your behalf.

ALERT
Please note that you will earn only one pension under the Fund, no matter how many different employers have contributed to the Fund on your behalf. However, if you earn Service Credit under a different pension fund, such as the Service Employees 32BJ North Pension Fund, you may earn more than one pension.

The following chart shows how much Service Credit you will earn for each Hour of Service (as defined on page 47) for a Contributing Employer:

For Hours of Service before January 1, 2011 (or July 1, 2011 if you were credited with at least one Hour of Service before January 1, 2011):

Hours of Service in Covered Employment within the Period of July 1 – June 30	Service Credit
1,000 or more	12 months
At least 920 but fewer than 1,000	11 months
At least 840 but fewer than 920	10 months
At least 760 but fewer than 840	9 months
At least 680 but fewer than 760	8 months
At least 600 but fewer than 680	7 months
At least 500 but fewer than 600	6 months
At least 420 but fewer than 500	5 months
At least 340 but fewer than 420	4 months
At least 260 but fewer than 340	3 months
At least 180 but fewer than 260	2 months
At least 100 but fewer than 180	1 month
Fewer than 100	0 months

For Hours of Service on or after January 1, 2011 (or July 1, 2011 if you were credited with at least one Hour of Service before January 1, 2011):

Hours of Service in Covered Employment within the Period of July 1 – June 30	Service Credit
1,430 or more	12 months
1,072-1,429	9 months
715-1,071	6 months
Fewer than 715	0 months

Past Service Credit

Past Service Credit is a way for you to receive Service Credit for certain purposes for work performed before your building became part of this Plan. If you worked in a building before it was first organized into the Union, you may qualify for Past Service Credit. Past Service Credit will be granted only if the contribution period commences during the employer's first collective bargaining agreement. If you qualify for Past Service Credit, it will be used only for the purpose of determining your eligibility for a **Reduced Pension**, **Early Retirement Pension**, or **Disability Pension**. It will not count towards the amount of your benefit. Only earned Service Credit, which is service performed while an employer is obligated to contribute to the Fund for benefits under the Plan on your behalf, counts toward your benefit amount.

If you were working in a building when your employer was first required under a collective bargaining agreement to make contributions to the Fund for benefits under Program C, you may be entitled to Past Service Credit for work performed before the collective bargaining agreement became effective if you meet the following conditions:

- you worked in that same building or bargaining unit for at least 15 months of the 36 months immediately preceding the date your employer began making contributions to the Fund for benefits under Program C; and
- you earn at least 6 months of Service Credit after contributions begin to be made to the Fund for benefits under the Program C Plan.

For example: John begins working for ABC Services on February 1, 2002. On July 1, 2009, ABC Services enters into a collective bargaining agreement with the Union and begins to make contributions to the Fund for benefits under Program C. If John is still working for ABC Services on January 1, 2010, he will receive Past Service Credit for the period of February 1, 2002, through June 30, 2009. The Past Service Credit John receives will count toward vesting and determining eligibility for a reduced, early or Disability Pension but not benefit amount or accrual.

Exceptions to Past Service Credit

Even if you satisfy the rules above for Past Service Credit, it will not be granted in the following circumstances:

- No Past Service Credit will be granted for work that preceded a period of 24 or more consecutive months during which you performed no work (i) for the same Employer, or (ii) in the same category of employees in the same building or bargaining unit in which you were working when your Employer began making contributions to the Plan on your behalf, or (iii) for which contributions were required to be made for benefits under either Program A or Program B.

- If your employer became obligated to make contributions to the Fund for benefits under the Plan as a result of a merger of another pension plan into this Fund, the amount of benefit to which you are entitled for periods of service prior to the plan merger shall be determined in accordance with the provisions of the pension plan that is merged with the Plan, and you will receive no Past Service Credit for periods of service that have been credited under the merged pension plan.

Limits to Past Service Credit

Past Service Credit will not be used for determining qualification for a **Regular Pension** or for determining the amount of any benefit payable under Program C.

Cancellation of Past Service Credit

Past Service Credit will be cancelled under the following circumstances:

- If your employer withdraws from this Plan or ceases to have an obligation to make contributions for the building or the classification of employment in which you were working when your employer first became obligated to make contributions to the Fund for benefits under Program C, unless the employer no longer has any employees in that classification or building or that employer made at least four years of contributions for the category of employees who were granted Past Service Credit.
- If you incur a one-year Break-in- Service or a permanent Break-in-Service. However, Past Service Credit can be restored if a one-year Break-in-Service is repaired.

If you need help determining if you are eligible for Past Service Credit, please contact Member Services.

Vesting Service

You will earn a right to a pension at **Normal Retirement Age**, usually age 65, once you earn five years of **Vesting Service** before you have a permanent Break-in-Service. If you satisfy these conditions you will be **Vested**, and your benefit generally cannot be taken away even if you no longer work in the building service industry.

If you do not earn five years of Vesting Service, and you do not reach your Normal Retirement Age while still a Participant, you will not be entitled to any benefits under Program C. See "Loss of Pension Benefits" on pages 29–30 for more information on the circumstances under which you could lose benefits under Program C.

Vesting Service is different from Service Credit and earned Service Credit. Vesting Service determines your eligibility for a pension. Service Credit determines your eligibility for a particular *type* of pension (except a Regular Pension). Earned Service Credit determines *how much* the pension will be (and eligibility for a Regular Pension).

For each Plan Year (July 1 – June 30) during which you have at least 1,000 Hours of Service in Covered Employment, you will receive one year of Vesting Service. (You will never receive more than one year of Vesting Service in a single Plan Year.) You may also receive Vesting Service working for a Contributing Employer in a position that is not covered by the Plan, if your work in that position is right before or is right after your Covered Employment for that same employer. In addition, Vesting Service includes Covered Employment under other programs of this Fund, subject to the limit that you cannot receive more than one year of Vesting Service for any Plan Year. Past Service Credit will also count as Vesting Service.

Once you are Vested, even a lengthy absence from Covered Employment will not constitute a permanent Break-in-Service. You will qualify for a Pension if you earn five years or more of Vesting Service without a permanent Break-in-Service or attain Normal Retirement Age while still a Participant. See page 12 for detailed rules on Breaks-in-Service.

ALERT
It is important to note that Vesting Service is used to establish your eligibility for a pension, while earned Service Credit determines the amount of your pension. Service Credit determines your eligibility for a particular type of pension (except Regular Pension, which requires earned Service Credits).

Earning Service When You Cannot Work

The Plan will grant you Service Credit and Vesting Service just as if you were working in Covered Employment for certain periods when you cannot work, so long as you were working in Covered Employment at the beginning of the period for which you wish to be credited. Those periods of time include:

- Periods for which you receive disability benefits required by state law or workers' compensation for disability attributable to Covered Employment, up to six months or 501 hours.
- Certain periods of military service as required by law; contact the Compliance Office for details.

Breaks-in-Service

If you have not become Vested and you do not work, or significantly reduce your work, in Covered Employment for long continuous periods of time, you may have a Break-in-Service. If you have a one-year Break-in-Service, you will cease to be a Participant as of the last day of the Plan Year that constituted such break. If you have a permanent Break-in-Service, you will lose all previously earned Service Credit and Vesting Service and will be treated as a new employee for purposes of eligibility to become a Participant.

You will incur a one-year Break-in-Service if you do not have at least 500 Hours of Service in Covered Employment during a Plan Year (July 1 – June 30). A Break-in-Service becomes permanent after you have incurred five consecutive one-year Breaks-in-Service.

For purposes of these Break-in-Service rules, Hours of Service under the Plan will be combined with Hours of Service credited under any other program of benefits under this Fund, along with service for a Contributing Employer in a position that is not covered by the Plan, if your work in that position is right before or is right after your Covered Employment for that same employer.

Protection from Break-in-Service

If you are absent from Covered Employment for one of the reasons described below, you will be treated as if you had earned up to 500 Hours of Service solely for the purpose of preventing you from having a Break-in-Service, provided that you establish that the absence is for one of the reasons specified and the number of days for which such absence occurred.

- You missed work because of your pregnancy, the birth of a child, the placement of a child for adoption, or caring for a child immediately following birth or placement for adoption.
- You were on a leave of absence that your employer was legally required to give you under the Federal Family and Medical Leave Act (commonly known as FMLA); in this case, Hours of Service will be credited to you only to the extent required by the FMLA.
- Also see page 11 for the rules on “Earning Service When You Cannot Work.”

Reciprocity

The Trustees of the Fund have entered into reciprocity agreements with other pension funds covering Participants of this Fund. These reciprocity agreements may provide for recognition of Vesting Service and/or Service Credits in determining whether a Participant is vested in this Plan or entitled to a type of pension (e.g., Reduced Pension) under this Plan. If you have worked in employment which required your employer to contribute to another pension fund, when you **Retire** you should let us know. To find out if the Fund has a reciprocity agreement with another pension fund under which you participate, call Member Services.

Pension Types

Program C offers four types of pensions based on combinations of Service Credit, earned Service Credit, Vesting Service, age and/or health. This section will help you determine which pension type you qualify for and which meets your personal needs. The pension types are:

- Regular Pension
- Reduced Pension
- Early Retirement Pension, and
- Disability Pension

Pension Type Eligibility Summary

The following table summarizes the eligibility requirements for the four types of pensions that Program C offers:

Type of Pension	Minimum Age	Minimum Service Credit	Additional Conditions
Regular Pension	65	300 Months of earned Service Credit	None
Reduced Pension	65 or your age on your 5th anniversary of Plan participation whichever is later	1 Month	5 Years of Vesting Service
Early Retirement Pension	55	120 Months	None
Disability Pension	50	180 Months	Permanent and total disability (as defined on pages 17–18) begins while working in Covered Employment

Regular Pension

You will receive a Regular Pension if you have reached age 65, have accrued at least 300 months (25 years) of earned Service Credit, and have stopped working in Covered Employment.

ALERT
Please note that to qualify for a Regular Pension, you need 300 months of earned Service Credit. Earned Service Credit is accrued during the time your employer is obligated to make contributions on your behalf to Program C.

The monthly amount of Regular Pension is the highest maximum benefit level at which you accrued at least 300 months of earned Service Credit corresponding to your employer's weekly contribution rate. The table below shows the monthly amount that will be paid if you have 300 months of earned Service Credit depending on the weekly contribution rate:

Weekly Contribution Rate	Maximum Benefit Level (Monthly Regular Pension)
$10.00	$210
$11.50	$250
$20.50	$500
$29.00	$750
$38.00	$1,000

If you earned Service Credits at more than one maximum benefit level but did not earn a total of 300 months of Service Credits at the highest benefit level, your Regular Pension is the sum of: (1) the highest maximum benefit level of earned Service Credit multiplied by a fraction in which the denominator is the total months of earned Service Credit, up to a maximum of 300 months, and the numerator is the number of months of earned Service Credit at that level, plus (2) each other maximum benefit level of earned Service Credit multiplied by a fraction in which the denominator is the total months of earned Service Credit up to 300 months of Service Credit and the numerator is the number of months of earned Service Credit at that level, or if less, 300 months minus the number of months in the numerator for (1).

For example, you earned 50 months of Service Credit while working for an employer who contributed $29.00 per week at a maximum benefit level of $750. You then earned another 250 months of Service Credit while working for an employer who contributed $38.00 per week at a maximum benefit level of $1,000, your monthly Regular Pension will be $959.00 per month as illustrated below:

(A)	**(B)**	**(C)**	**(D)**
Weekly Contribution Rate	**Months of Earned Service Credits**	**Maximum Benefit Level**	**Pension Amount (=C x B ÷ 300)**
$38	250	$1,000	$833.33
$29	50	$ 750	$125
TOTAL	**300**		**$958.33**

Your monthly Regular Pension in this example is $958.33 rounded up to $959.00 per month.

Reduced Pension

If you do not qualify for a Regular Pension, you are entitled to Retire at age 65 with a Reduced Pension if you have at least five years of Vesting Service. The monthly benefit amount will depend upon how many months of earned Service Credit you have.

The monthly amount of Reduced Pension for each month of earned Service Credit is equal to the following fraction of the maximum benefit level* that was in effect for that month of earned Service Credit:

Number of Months of Earned Service Credits	**Monthly Amount of Reduced Pension**
Less than 240	1/12 of 3% of the maximum benefit level*
Between and including 240 and 299	1/12 of 3 1/3% of the maximum benefit level*
300 or more	The maximum benefit level*

* As defined in the Regular Pension Section on pages 14–15.

For example, if you had 240 months of earned Service Credit working for an employer who was contributing $38 per week, your monthly Reduced Pension would be $1/12$ of $3 1/3$ % of the $1,000 maximum benefit level in effect for each month, or $668.00 per month. We arrive at that amount as follows:

> $1/12$ x $3 1/3$% x $1,000 = $2.78 for each month of earned Service Credit
>
> $2.78 x 240 months of earned Service Credit = $667.20 or $668.00 per month (rounded)

Early Retirement Pension

You are entitled to Retire with an Early Retirement Pension once you have reached age 55 if you have 120 or more months (or 10 years) of Service Credits.

The amount of your Early Retirement Pension will be the amount of the Regular or Reduced Pension that you would be entitled to receive at age 65, reduced by ½ of 1% for each month by which you are younger than age 65 on your **Annuity Starting Date**.

The reduction is due to the fact that an Early Retirement Pensioner is expected to receive a pension benefit for a longer period of time than a **Pensioner** who Retires at age 65.

The table on page 17 shows the percentage of the Regular Pension or Reduced Pension benefit that an early retiree would receive at a specific age. These are the percentages of what would otherwise be payable if you started your pension at age 65.

Age at Retirement												
In Years	In Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	.400	.405	.410	.415	.420	.425	.430	.435	.440	.445	.450	.455
56	.460	.465	.470	.475	.480	.485	.490	.495	.500	.505	.510	.515
57	.520	.525	.530	.535	.540	.545	.550	.555	.560	.565	.570	.575
58	.580	.585	.590	.595	.600	.605	.610	.615	.620	.625	.630	.635
59	.640	.645	.650	.655	.660	.665	.670	.675	.680	.685	.690	.695
60	.700	.705	.710	.715	.720	.725	.730	.735	.740	.745	.750	.755
61	.760	.765	.770	.775	.780	.785	.790	.795	.800	.805	.810	.815
62	.820	.825	.830	.835	.840	.845	.850	.855	.860	.865	.870	.875
63	.880	.885	.890	.895	.900	.905	.910	.915	.920	.925	.930	.935
64	.940	.945	.950	.955	.960	.965	.970	.975	.980	.985	.990	.995

Early Retirement Example

If you are eligible for a Reduced Pension of $750 per month at age 65, and you Retire 10 years early – at age 55 – you will receive 40% of what you would have received at age 65. Your Early Retirement Pension would be $300 per month ($750 x .400). This means a reduction of 60% (120 months x ½ of 1%). The reduction is necessary since you will receive this pension over a longer period of time commencing before the Normal Retirement Age of 65.

Disability Pension

You are eligible for a Disability Pension if you have at least 180 months (15 years) of Service Credits, have reached age 50 and you become totally and permanently disabled while working in Covered Employment. There is a 6-month waiting period between the date when you first stop working due to total and permanent disability and the earliest date when your Disability Pension can begin. If your application is received more than 9 months after you stop working in Covered Employment, your Disability Pension will not commence before the first day of the month after your application is received by the Board.

You are considered totally and permanently disabled if:

- you submit to the Board a certification of a permanent disability benefit award from the Social Security Administration showing that your disability was found to have commenced while you were working in Covered Employment; or
- you cannot satisfy one or more of the requirements to receive a disability benefit award from the Social Security Administration for reasons unrelated to your medical or mental condition, and the Board (or the Board's designee(s)) determines that you became totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit while working in Covered Employment, on the basis of medical evidence that you submit that is satisfactory to the Board (or the Board's designee(s)).

If you apply for a Disability Pension, you may be required to submit to a medical examination by a physician or physicians selected by the Trustees.

If your Disability Pension starts before age 62, the amount will be 82% of the pension (Regular or Reduced) you would have been entitled to at age 65. If your Disability Pension starts between ages 62 and 65, the amount will be equal to what you would have received as an Early Retirement Pension.

Once your Disability Pension has started, it will be paid for the rest of your life, subject to the suspension of benefit rules described on page 29.

There are different rules if you became totally and permanently disabled before August 1, 2010. Please ask the Compliance Office for more details.

ALERT
It is important that you carefully review the earned Service Credits that we have on record for you. These earned Service Credits are the basis for the amount of pension you will receive. Any discrepancies should be reported to Member Services before you decide to Retire.

Forms of Pension Payments

Once you decide to Retire, your pension will be paid to you in one of the following ways, which are described in more detail on pages 20–23, based on your marital status and election at the time of your retirement:

- **Life Annuity with 36 Months Guaranteed** (for unmarried Participants or married Participants with appropriate spousal consent)
- **50% Husband and Wife Pension** (required form for married Participants, unless you elect the Optional 75% Husband and Wife Pension, or Life Annuity with 36 Months Guaranteed with spousal consent)
- **Optional 75% Husband and Wife Pension** (spousal consent is not required)

If you have a same-gender **Domestic Partner**, the following payment forms are also available:

- **50% Joint and Survivor Pension** for a same-gender Domestic Partner, or
- **Optional 75% Joint and Survivor Pension** for a same-gender Domestic Partner

Please see the definition of a same-gender Domestic Partner on pages 45–46 for a description of the rules for establishing that you have a same-gender Domestic Partner.

ALERT

*Whenever the term "married" or "**Spouse**" is used in this booklet, that term refers to the person of the opposite gender to whom you are legally married under the laws of the place where you live. The Board is entitled for all purposes to rely on your representation as to whether you are married and, if so, to whom. The Board may deny benefits to a person claiming to be your Spouse if it contradicts your representation.*

Life Annuity with 36 Months Guaranteed

The Life Annuity with 36 Months Guaranteed provides you with a monthly pension payment for your life. If you die before receiving at least 36 pension payments, the remaining guaranteed monthly payments will be paid to your **Beneficiary**. (See pages 34–35 for information on naming a Beneficiary.)

For example, if you die after receiving 16 monthly payments, the remaining 20 payments will be made to your Beneficiary. If you live long enough to receive the 36 guaranteed monthly payments, you will continue to receive monthly payments for your lifetime, but no benefits will be payable to your Beneficiary after you die. If you die after making an application and having reached your Annuity Starting Date, but before receiving your first payment, your Beneficiary will be entitled to 36 payments.

50% Husband and Wife Pension

The 50% Husband and Wife Pension provides you with monthly payments as long as you live. If you die before the Spouse to whom you were married on your Annuity Starting Date, half the amount you were receiving monthly will continue to be paid to your Spouse as long as he or she lives. After your Spouse dies, no further benefits will be paid. Because this pension is paid over two lifetimes instead of one, there is an actuarial reduction in the amount that is paid to you during your lifetime. The actuarial reduction is based on your age and your Spouse's age.

Note: Your Spouse must survive you in order to receive the survivor portion of the Husband and Wife Pension. If your Spouse dies before you, you will continue to receive the same monthly benefit for the rest of your life, and all Plan benefits will end upon your death.

Here is an example of a 50% Husband and Wife Pension. You decide to Retire at age 65 with a Regular Pension of $1,000.00. Your wife is also 65 years old. Under the 50% Husband and Wife Pension, you would receive an actuarial reduced amount of $890.00 (actuarial reduction is based on your Spouse's life expectancy) a month for your lifetime. When you die, your wife would continue to collect 50% of the monthly benefit you were receiving, or $445.00 each month for as long as she lives. After she dies, all pension payments stop.

Optional 75% Husband and Wife Pension

The Optional 75% Husband and Wife Pension is similar to the 50% Husband and Wife Pension in that it provides you with a reduced benefit in order to provide continuing monthly payments to your Spouse after your death. If you die before the Spouse to whom you were married on your Annuity Starting Date, 75% of the amount you were receiving monthly will continue to be paid to that Spouse as long as your Spouse lives. After your Spouse dies, no further benefits will be paid. Like the 50% Husband and Wife Pension, because this pension is paid over two lifetimes instead of one, there is an actuarial reduction in the amount that is paid to you during your lifetime, and the actuarial reduction is based on your age and your Spouse's age. However, the reduction in your benefit is larger under the Optional 75% Husband and Wife Pension than under the 50% Husband and Wife Pension because your surviving Spouse's benefit is larger than it would be under the 50% Husband and Wife Pension.

As with the 50% Husband and Wife Pension, your Spouse must survive you in order to receive the survivor portion of the Optional 75% Husband and Wife Pension. If your Spouse dies before you, you will continue to receive the same monthly benefit for the remainder of your lifetime, and all Plan benefits will end upon your death.

Here is an example of an Optional 75% Husband and Wife Pension, using the same facts as in the example on the preceding page describing the 50% Husband and Wife Pension (you Retire at age 65 on a Regular Pension of $1,000.00, and your wife is also 65 years old). Under the 75% Husband and Wife Pension, you would receive $840.00 (actuarial reduction based on your Spouse's life expectancy) a month for your lifetime. When you die, your wife would continue to collect 75% of the monthly benefit you were receiving or $630.00 each month for as long as she lives. After she dies, all pension payments stop.

50% Joint and Survivor Pension for a Same-Gender Domestic Partner

The 50% Joint and Survivor Pension is similar to the 50% Husband and Wife Pension in that it provides you with a monthly pension for your life. Then, if your same-gender Domestic Partner is living when you die, a monthly pension equal to half your monthly benefit will be paid to him or her for the rest of his or her life. After your Domestic Partner dies, no further benefits will be paid. Because this pension is paid over two lifetimes instead of one, there is an actuarial reduction in the amount that is paid to you during your lifetime. The actuarial reduction is based on your age and your same-gender Domestic Partner's age.

Optional 75% Joint and Survivor Pension for a Same-Gender Domestic Partner

The Optional 75% Joint and Survivor Pension is similar to the 50% Joint and Survivor Pension in that it provides you with a reduced benefit in order to provide continuing monthly payments to your same-gender Domestic Partner after your death. If you die before the person who was your same-gender Domestic Partner on your Annuity Starting Date, 75% of the amount you were receiving monthly will continue to be paid to that same-gender Domestic Partner as long as he or she lives. After your same-gender Domestic Partner dies, no further benefits will be paid. Like the 50% Joint and Survivor Pension, because this pension is paid over two lifetimes instead of one, there is an actuarial reduction in the amount that is paid to you during your lifetime, and the actuarial reduction is based on your age and your same-gender Domestic Partner's age. However, the reduction in your benefit is larger under the Optional 75% Joint and Survivor Pension than under the 50% Joint and Survivor Pension because your surviving same-gender Domestic Partner's benefit is larger than it would be under the 50% Joint and Survivor Pension.

As with the 50% Joint and Survivor Pension, your same-gender Domestic Partner must survive you in order to receive the survivor portion of the Optional 75% Joint and Survivor Pension. If your same-gender Domestic Partner dies before you, you will continue to receive the same monthly benefit for the remainder of your lifetime, and all Plan benefits will end upon your death.

ALERT
In order for your same-gender Domestic Partner to be eligible as a Domestic Partner, you MUST provide: 1. *A marriage certificate from a state in the U.S. or province in Canada where same-gender marriages are valid, or* 2. *If same-gender marriages are not available in the jurisdiction where you and your Domestic Partner reside, provide a civil union certificate from a state in the U.S. or province in Canada where same-gender civil unions are valid, or* 3. *If neither same-gender marriage nor civil union is available in the jurisdiction where you reside, affidavits attesting to your relationship, a Domestic Partner registration under state or local law (if permitted where you live), and proof of financial interdependence.* • *Additional rules apply. See pages 45–46 in the Glossary of Terms for the definition of a Domestic Partner and a full description of the requirements for domestic partnership.*

The Form of Payment That Applies to You

If you are unmarried on your Annuity Starting Date, or are married and your Spouse cannot be located, your pension will be paid in the form of the Life Annuity with 36 Months Guaranteed, unless you have a Domestic Partner and elect to receive either the 50% Joint and Survivor Pension or the Optional 75% Joint and Survivor Pension.

If you are married on your Annuity Starting Date, your pension will be paid in the form of the 50% Husband and Wife Pension, unless you elect to receive either an Optional 75% Husband and Wife Pension or the Life Annuity with 36 Months Guaranteed. If you elect the Life Annuity with 36 Months Guaranteed, your Spouse must agree in writing. If you elect the Optional 75% Husband and Wife Pension, no spousal consent is required.

If you have been married for less than 12 months on your Annuity Starting Date, and you elect the 50% Husband and Wife or Optional 75% Husband and Wife Pension, you must survive until your first wedding anniversary for your Spouse to be eligible for benefits after you die. If you die before that first anniversary, your benefit will be converted retroactively to the Life Annuity with 36 Months Guaranteed and your Beneficiary will receive the balance of the 36 months of pension payments plus an amount equal to the difference between the monthly benefits you received and the monthly benefits you would have received under the Life Annuity with 36 Months Guaranteed form.

If the **Actuarial Equivalent Lump-Sum** value of the benefits payable to you or your Beneficiary is $5,000 or less, the benefits will be paid in the form of a single lump sum rather than a small monthly pension check (e.g., under $30 per month). Such distribution will not require the consent of you or your Beneficiary and no further benefits will be paid to you or your Beneficiary. If the Actuarial Equivalent Lump-Sum value of this benefit is greater than $1,000 (but not more than $5,000), and you or your Beneficiary does not elect to receive such distribution directly or to have the distribution paid directly to a specified **Eligible Retirement Plan** in a **Direct Rollover**, then the Plan will pay the distribution in a Direct Rollover to an individual retirement account designated by the Board.

When you are ready to apply for your pension, you will receive a complete explanation of your options and the necessary applications to choose your form of payment.

Pre-retirement Surviving Spouse Pension

Your Spouse is automatically covered by a pre-retirement surviving spouse pension if:

- you are Vested (see pages 10–11 for information on vesting),
- you and your Spouse have been married for at least one year before your death, and
- you die before your Annuity Starting Date.

Generally, the pre-retirement surviving spouse pension will provide your Spouse with a monthly pension for life, equal to one-half of the monthly pension you would have received if you had Retired and elected the 50% Husband and Wife Pension. That is, if you die after satisfying the eligibility requirements (age and Service Credit) for a pension, but before starting your pension, your surviving Spouse will immediately be eligible to receive a benefit equal to what he or she would have received under the 50% Husband and Wife Pension if you had begun that pension the day before you died. If you die before satisfying the eligibility requirements for a pension, your Spouse will be eligible to begin receiving the pre-retirement surviving spouse pension on the date that you would have first become eligible for a pension.

Your Spouse may choose to wait and begin receiving the pre-retirement surviving spouse pension at a later time, but no later than the first of the month after you would have reached Normal Retirement Age. The monthly amount may be higher because of the postponement.

Reemployment After Retirement

If you Retire, you may return to work. However, if you return to Covered Employment or another form of work that is considered **Disqualifying Employment**, your pension may be suspended during that period of work. Please see the definition of Disqualifying Employment on page 45 for more details.

You are required to notify Member Services within 30 days after you start Disqualifying Employment, no matter how many hours you are working. We will use this information to determine whether or not pension payments should be suspended.

- *Before Normal Retirement Age (usually age 65):* Pension payments will be suspended for any month you work in Disqualifying Employment and for the next four months. If Member Services is not notified timely, this could cause your benefits to be suspended for up to an additional year even after you stop working.
- *After Normal Retirement Age, but before the calendar year following the year in which you reach age 70½:* Pension payments will be suspended for each month in which you work 40 or more hours in Disqualifying Employment.
- *After the April 1st of the calendar year following the year in which you reach age 70½:* Pension payments will not be suspended. You may continue to work and collect your pension without restrictions.

ALERT
If you are <u>*considering*</u> *returning to work after your pension payments have started, it is a good idea to contact Member Services in advance to determine whether the employment you have in mind may be disqualifying.*

Your Annuity Starting Date for the additional Service Credit that you earn after you return to Covered Employment will be the January 1 following the end of the Plan Year that you earned the additional Service Credit, if you Retire again on or after your Normal Retirement Age. If you Retire again *before* your Normal Retirement Age, your Annuity Starting Date is generally 30 days after the Plan advises you of the available payment options. Contact Member Services if you have any questions about this provision.

General Information

Retirement

Retirement under the Plan is voluntary. All benefits are in addition to any benefits you receive from Social Security. In order to be eligible to receive benefits from the Plan, you must apply for a pension benefit and completely withdraw from all Disqualifying Employment (see page 25, unless you have reached Normal Retirement Age, after which you may continue to work up to 40 hours per month in Disqualifying Employment). You must begin your pension by the April 1st following the year you became age 70½, as described on page 28.

How to Apply for a Pension

Applications for all types of pensions may be obtained from Member Services at 101 Avenue of the Americas, New York, New York, 10013-1991. Applications for a Disability Pension contain two parts: a Disability Eligibility Verification Form and the Plan's Pension Application. We recommend that you obtain an application at least 3 months before your expected retirement date as it sometimes takes up to 90 days for your application to be approved. You may apply for a pension while you are still working, so long as you withdraw from all Disqualifying Employment before your pension benefits begin.

You will need to provide proof of your age, along with:

- if you are married, proof of your Spouse's age and proof of marriage,
- if your Spouse is deceased, your Spouse's death certificate, or
- if you are divorced or legally separated, a copy of the divorce decree or separation decree or agreement.

ALERT
If you are married, Federal law requires the Fund to pay your benefit as a 50% Husband and Wife Pension, unless your Spouse consents to waive his or her right to this form of payment or you elect the Optional 75% Husband and Wife Pension. The consent requirement may be eliminated if the Plan determines (based on evidence you provide) that you cannot locate your Spouse after diligent efforts. It may also be eliminated if there are extenuating circumstances recognized by the IRS, such as you have been legally separated from your Spouse, or abandoned by your Spouse and you have a court order to that effect.

Your completed application should be submitted as quickly as possible after you have received both the written explanation of your forms of payment and the blank application form.

There is at least a 30-day waiting period after you have been provided a written explanation of your benefits until your pension can begin, unless you (with the consent of your Spouse if you are married) waive this waiting period. In this case, your pension will begin on the first of the month following the date your application has been received (but no less than 7 days after the written explanation has been provided). For example, if you are mailed an application on March 7th and your completed application is received on March 15th, your Annuity Starting Date will be May 1st, unless you and your Spouse have waived the 30-day waiting period, in which case your Annuity Starting Date will be April 1st. Please note that, depending on when we receive your application, you may not receive your first payment until after your Annuity Starting Date. In this case, however, your first payment will include all payments due you for the period from your Annuity Starting Date through the date on which your pension begins.

Member Services will be glad to assist you, if you have any questions while completing your pension application.

When Pension Benefits Begin

Your pension benefit is generally payable beginning on the first of the month following the date you have met the eligibility rules for a pension benefit and the Fund Office has received a completed application that includes your supporting documentation such as birth certificates, marriage certificate, divorce decree, etc. The date that pension benefits are first payable is known as your Annuity Starting Date. If, after terminating Covered Employment, you wait to begin your pension until after Normal Retirement Age, you will have the option to:

1. Receive a monthly pension that is increased to reflect the period after your Normal Retirement Age during which you were not receiving benefits. The increase will be 1% for each month your benefit was postponed after your Normal Retirement Age and through age 70, and 1.5% for each month your benefit was postponed thereafter. No increase will apply to months for which your benefit was suspended, or

2. Choose a lump-sum payment of the benefit for the months between your 65th birthday (or, if later, the date when you terminated Covered Employment) and the date when your pension starts (plus appropriate interest). If you are married, your Spouse must give written consent to a lump-sum payment.

In any event, you must start receiving your pension by the April 1st following the first calendar year after you reach age 70½, even if you are still working in Covered Employment. This is known as your **Required Beginning Date**. If you apply for the pension and furnish all the necessary information to the Fund, your pension will be paid in the form that you and your Spouse, if applicable, select. (The available forms of benefit and the rules for selecting them are on pages 19–23.) Otherwise, the law requires the Fund to begin paying your benefit on your Required Beginning Date in the form of a 50% Husband and Wife Pension calculated on the assumption that you are married and that the husband is 3 years older than the wife. After the pension starts, the Fund will change it to a Life Annuity with 36 Months Guaranteed if you prove that you did not have an eligible Spouse when your pension started, or will adjust the amount of future benefits if you prove the actual age difference between yourself and your Spouse. No other changes will be permitted after the pension starts.

Disability Pension benefits are payable beginning with the 7th month after the onset of your total and permanent disability, if you apply for those benefits within 9 months after the onset of the disability. If the Fund receives your application more than 9 months after the onset of the disability, your benefits will begin with the month following receipt of your application.

Incompetence or Incapacity

If the Board determines that you are unable to care for your affairs because of mental or physical incapacity, the Board may apply any pension due to your maintenance and support or to any other person whom the Board considers an appropriate Beneficiary, unless your legal representative has made a claim for payment.

No Duplication of Pensions

Even if more than one employer makes contributions on your behalf at the same time, you will receive only one pension under Program C, which is the pension program described in this booklet. If you earn Service Credit under Program C as well as under Program A or Program B at the same time, your benefits will accrue for that time period under the Program which provides the highest rate for each period of simultaneous credit, generally Program A.

Suspension of Pension Benefits

Payments begin when you Retire under the rules of the Plan and will generally continue for the rest of your life. However, if you have Disqualifying Employment (as defined on page 45) after retirement and have not reached your Required Beginning Date, your pension may be suspended. Please see pages 25–26 of this booklet for details. You must notify Member Services within 30 days after beginning work in Disqualifying Employment. Failure to give this notice could cause your benefits to be suspended for up to an additional year after you stop working.

Loss of Pension Benefits

Under certain conditions, your benefit may be denied, reduced or suspended. These conditions are as follows:

1. If your Covered Employment terminates by resignation, discharge or death before you have completed five (5) years of Vesting Service and you do not reach your Normal Retirement Age while still a Participant, your retirement benefit will be forfeited, as more fully described in the section of this SPD called "Vesting Service" on pages 10–11.

2. If you die before you Retire, the only benefit payable under the Plan is the pre-retirement surviving spouse pension. If you die before you Retire, and do not leave a Spouse to whom you have been married for at least one year, no benefits will be payable on your behalf under the Plan.

3. You will be entitled to benefits that you have earned during periods when an employer was obligated to make contributions to the Pension Fund on your behalf. If your employer ceases to be obligated to make contributions to the Pension Fund on behalf of employees in your classification, however, and you continue working for that employer in that classification, your work will no longer be Covered Employment and you will receive no Service Credit. In addition, benefits based upon Past Service Credit may be reduced or cancelled under certain circumstances if your last employer is no longer obligated to make contributions to the Fund.

4. If the Plan's financial condition were to deteriorate sufficiently, certain benefits under the Plan may have to be reduced, consistent with Federal law.

5. If the Plan terminates, certain benefits under the Plan may be reduced or eliminated, consistent with Federal law. See "Plan Amendment or Termination" on page 39 for more information.

6. Federal law permits payment of all or a portion of your benefit to another person, provided such payment is made to comply with a **Qualified Domestic Relations Order ("QDRO")** relating to child support, alimony or marital property rights payments. See the section of this SPD entitled "Qualified Domestic Relations Orders" on page 36 for more information.

7. If you do not provide the Trustees with your most recent address and you cannot be located, the Trustees may be unable to distribute your benefit to you.

8. If you fail to make proper application for your retirement benefit or fail to provide necessary information, the Trustees may be unable to distribute your benefit to you.

9. See the section of this SPD called "Suspension of Pension Benefits" on page 29 to determine if your reemployment or your continued employment after your Normal Retirement Date may cause your retirement benefit payments to be suspended.

10. If you receive benefits to which you are not entitled, you must repay the Plan for any such overpayments. If you do not repay the Plan, the Board may offset the amount you owe to the Plan from any future benefit payments or, if necessary, the Board will take all available legal action against you to restore the overpayments to the Plan.

Compliance with Federal Law

The Plan is governed by regulations and rulings of the Internal Revenue Service, the Department of Labor and current tax law. The Plan will always be construed to comply with these regulations, rulings and laws. Generally, Federal law takes precedence over state law.

The Plan's Decision on Your Application

If your application (claim) for benefits is denied, in whole or in part, the Plan will provide you with a written notice informing you of:

- the specific reasons for the Plan's determination and references to the specific Plan provisions on which the determination is based,
- a description of any additional material or information needed to complete your claim (including an explanation of why the information is needed),
- a description of the Plan's appeal procedure and applicable time limits, as well as a statement of your right to bring suit under Federal law following an adverse determination on appeal, and
- a statement that you have the right to submit written comments, documents, records and other information relating to the claim, and, that upon your request, the Plan will make available to you (or provide you with copies of) all documents, records and other information relevant to your claim.

If you have applied for a Regular Pension, Reduced Pension or an Early Retirement Pension, that notice will be sent to you within a reasonable period of time, but not later than 90 days after the Plan receives your application. If special circumstances require an extension of time (up to 90 additional days) for processing your application, you will be notified of those special circumstances and the date by which you can expect a decision on your application within the initial 90-day period.

Special Rules for Disability Pension Claims

Before completing a Pension application, you must apply for a determination of your eligibility for a Disability Pension by submitting a Disability Eligibility Verification Form and proof of your disability (generally, a Social Security Disability Notice of Award). To get a copy of the Disability Eligibility Verification Form, contact Member Services. A claim for Disability Pension benefits should be filed as soon as possible. Your Disability Eligibility Verification Form will be reviewed by the Fund's Department of Eligibility to ensure that you meet the eligibility requirements for a Disability Pension as described on pages 17–18 under the section "Disability Pension." The Fund may require you to be examined by one or more Fund-selected doctors in an independent medical exam and to submit to a vocational review to confirm your disability. The Board or its designee(s) has the sole and absolute discretion to make all determinations of disability. If you are found to not meet the requirements for a Disability Pension, the Fund will provide you with a written denial notice that includes all of the information listed in the section "The Plan's Decision on Your Application," on the preceding page.

A decision on your application will be provided within 45 days of receipt of your application. If an extension of time is necessary for processing your claim (due to circumstances beyond the control of the Plan, such as your failure to provide a Social Security Disability Notice of Award), the 45-day period may be extended for an additional 30 days and, if additional time is still needed after that period ends, there may be one more extension of 30 days. If an extension is needed, you will be notified within the initial 45-day period of the circumstances requiring the extension and the date by which a decision is expected. The notice will inform you of the standards for entitlement to the Disability Pension benefit, the issues delaying a decision on your claim, and the additional information needed to resolve those issues.

If you are eligible for a Disability Pension, you will be sent a Pension Application. After your completed application has been reviewed and processed by the Pension Fund, you will be notified of the amount and start date of your Disability Pension. In no case will your pension payments begin sooner than the 1st day of the 7th month after you last worked in Covered Employment.

Appealing Denied Benefits

If your application (claim) for pension benefits is denied, in whole or in part, you (or your authorized representative) may appeal in writing to the Board of Trustees' Appeals Committee within 180 days from the date on the notice of the determination.

Appeals to the Board of Trustees must be mailed to:

Board of Trustees' Appeals Committee
Building Service 32BJ Pension Fund
101 Avenue of the Americas
New York, NY 10013-1991

Your appeal should state clearly the reasons for your appeal and should include any additional documents, records or other evidence that you believe should be considered in connection with your appeal.

You must file an appeal before you can file any kind of legal action to review the denial of benefits.

The Appeals Committee will consider your appeal and give you their decision after reviewing all necessary and pertinent evidence. You (or your authorized representative) may submit written comments, documents, records and other information relating to the claim in support of your appeal. In considering your appeal, the Appeals Committee will review all information that you submit, even if it was not submitted or considered in the initial benefit determination. In addition, upon your written request, the Plan will provide you (or your authorized representative) with access to, or copies of, all documents, records and other information relevant to your claim.

If you applied for a Disability Pension and the initial decision on your claim was based (in whole or in part) on a medical judgment, the Appeals Committee will consult with a health care professional who has training and experience in the relevant field of medicine and who is not the same person as the individual consulted in making the initial decision on your claim (or a subordinate to that person).

All appeals to be reviewed by the Appeals Committee will be reviewed during its next regularly scheduled meeting, provided that your appeal is received by the Plan at least 30 days before the meeting date. If your appeal is received by the Plan less than 30 days before the next regularly scheduled meeting of the Appeals Committee, your appeal will be reviewed at the second regularly scheduled meeting following the Plan's receipt of your appeal. If special circumstances require an extension of time for processing your appeal, then the Appeals Committee will make a decision on your appeal during the third regularly scheduled meeting following receipt of your appeal. If this extension is needed, you will be notified in writing (before the extension begins) of the circumstances requiring the extension and the date as of which the appeal determination will be made.

You will be notified in writing of the Appeals Committee's decision on your appeal within 5 days after the decision is made. If your appeal is denied, the written notice will include all of the information described on page 31 (in the section "The Plan's Decision on Your Application").

All decisions on appeal will be final and binding on all parties, subject only to your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") after you have exhausted the Plan's appeal procedures. No individual may file a lawsuit until these procedures have been exhausted. In addition, no lawsuit may be started more than three years after the date on which the applicable appeal was denied. If there is no decision on appeal, no lawsuit may be started more than three years after the time when the Appeals Committee should have decided the appeal.

Naming a Beneficiary

At retirement, you may designate any person or persons as Beneficiary (ies) to receive the Life Annuity with 36 Months Guaranteed. You must use the appropriate Designation of Beneficiary Form, which will be provided with your pension application.

If you are married and you reject the 50% Husband and Wife Pension, you will need your Spouse's consent to name a Beneficiary other than your Spouse. If you have such "spousal consent" or if you are not married, you may change the named Beneficiary as often as you wish and without the consent of any previously named Beneficiary.

If you have not named a Beneficiary, or if your Beneficiary dies before you, any amount of benefits that is due under the 36-month guarantee will be paid to the legal representative of your estate or, if there is none, to one or more of the persons who are entitled to such benefits under Section 4-1.1 of the Estates, Powers and Trusts Law of New York, or to such other person or persons as the Board may designate, in its discretion.

The only Beneficiary allowed under the 50% Husband and Wife Pension or Optional 75% Husband and Wife Pension is your legal Spouse, or a former legal Spouse designated as a surviving Spouse under a divorce decree that meets the requirements for a Qualified Domestic Relations Order ("QDRO"). If you have a Domestic Partner, you may elect a 50% Joint and Survivor Pension or Optional 75% Joint and Survivor Pension for the benefit of your Domestic Partner.

If the Board determines that a Participant's death was caused or contributed to by any act of violence initiated by a Beneficiary, or if the Beneficiary is convicted of any crime that caused or contributed to the

Participant's death, any death benefit will be paid in a single lump sum to the persons otherwise entitled to receive death benefits under the Plan.

$1,000 Death Benefit for Pensioners

After you begin to collect your pension, the person that you designate as a beneficiary on a special beneficiary designation form that is provided with your pension application will be entitled to a death benefit of $1,000 payable from the Building Service 32BJ Health Fund, unless you are eligible to receive life insurance coverage from the Building Service 32BJ Health Fund on the date of your death.

You can name any person or persons you want on this form; no spousal consent is required if you are married. You may change that designation after you start your pension by completing a new beneficiary designation form. For a copy of the form, contact Member Services in writing or by telephone or go to www.seiu32bj.org.

If you do not name a beneficiary for this $1,000 death benefit, or if your beneficiary dies before you and you have not named a new beneficiary, the benefit will be payable in the following order:

1) your wife or husband, if living,

2) your living children, equally,

3) your living parents, equally, and

4) if none of the above, to your estate.

The 32BJ Health Fund does not pay this benefit to anyone who is involved in any way in the purposeful death of the Participant. This benefit follows the rules set forth in the 32BJ Health Fund Summary Plan Description. For a copy of this document or for additional information, please contact Member Services.

Employer Contributions

The Plan receives contributions in accordance with collective bargaining agreements between various employers and SEIU Local 32BJ. These collective bargaining agreements provide that employers contribute to the Fund on behalf of each covered employee on the basis of a fixed rate per week. The Compliance Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of Participants working under a collective bargaining agreement and, if so, to which program of benefits the employer is contributing.

Assignment of Benefits

Benefits cannot be sold, assigned, transferred, mortgaged or pledged to anyone; nor can they be used as security for a loan. Generally, they are not subject to attachment or execution under any judgment or decree of a court or otherwise. The Plan will, however, comply with a Federal tax lien or a Qualified Domestic Relations Order ("QDRO"), as defined by law (see below for more information).

Qualified Domestic Relations Orders

The Plan is required by law to follow the terms of a Qualified Domestic Relations Order ("QDRO"), which is a court order or judgment that directs a plan to pay benefits to your Spouse, former spouse, child or other dependent in connection with child support, alimony or marital property rights. Until the Plan has complied with the terms of the QDRO, the Plan may restrict the benefits that are payable to you. These restrictions could also apply while the Plan is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code.

You will be notified if the Plan ever gets a proposed QDRO with respect to your pension benefit. For more information on QDROs, or to get a free copy of the procedures the Plan follows in determining whether an order is qualified, contact Member Services.

Information and Proof

During the application process you, or your Beneficiary, will be required to furnish information or proof necessary to determine your (or your Beneficiary's) right to a Plan benefit. If you or your Beneficiary fails to submit the requested information or proof, makes a false statement, or furnishes fraudulent or incorrect information, benefits may be denied or discontinued, and the Board may recover any benefit payments already made.

Other Offsets

If, for any reason, the Plan should pay you or your Beneficiary (including your surviving Spouse or Domestic Partner) more than you or your Beneficiary are entitled to receive under the Plan, the Plan is authorized to recover the amount of the benefit overpayments, plus interest and costs, from you or your Beneficiary, including a reduction in future benefits payable. If any Participant or Beneficiary is ordered by a court or the Department of Labor to repay any amount to the Plan based on a violation of ERISA's fiduciary rules, the Plan may recover that amount by reducing benefits payable to that person in the future.

Military Leave

Generally, if you leave Covered Employment to serve in the U.S. Armed Forces, the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) entitles you to prompt reinstatement in your job following completion of military service, with the same seniority, pay and benefits you would have had if you had not entered military service, provided you meet all the conditions for reinstatement.

If you are entitled to these rights under USERRA, upon return to Covered Employment you may receive credit for the service you would have earned while you were away. See "Earning Service When You Cannot Work" on page 11.

In addition, if you die while performing certain military service, your Beneficiary may receive benefits (including Vesting Service but not Service Credit) for the period of military service, as if you had resumed Covered Employment with the Contributing Employer for whom you worked immediately before such military service, and continued such Covered Employment until your date of death.

Plan Administration

The Plan is what the law calls a "defined benefit" pension program. Benefits are provided in the amounts specified in the Plan Rules and Regulations from the Plan's assets. Those assets are accumulated under the provisions of the **Trust Agreement** and are held in a Trust Fund for the purpose of providing benefits to covered Participants and defraying reasonable administrative expenses.

The Plan is administered by the Board. The Board and/or its duly authorized designee(s) have the exclusive right, power and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, including this SPD, the Trust Agreement established under the Plan and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan or Trust established under the Plan. Without limiting the generality of the foregoing, the Board and/or its duly authorized designee(s), including the Appeals Committee with regard to denied benefit claim appeals, shall have the sole and absolute discretionary authority to:

- take all actions and make all decisions with respect to eligibility for, and the amount of, benefits payable under the Plan,
- formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan,
- decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan,
- resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this SPD, the Trust Agreement or other Plan documents,
- process and approve or deny benefit claims and rule on any benefit exclusions, and
- determine the standard of proof required in any case.

All determinations and interpretations made by the Board and/or its duly authorized designee(s) shall be final and binding upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

The Board has delegated certain administrative and operational functions to the staff of the Building Service 32BJ Benefit Funds and to the Appeals Committee. Most of your day-to-day questions can be answered by Member Services staff. If you wish to contact the Board, please write to:

Board of Trustees
Building Service 32BJ Pension Fund
101 Avenue of the Americas
New York, NY 10013-1991

Plan Amendment or Termination

The Board intends to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan in its sole discretion. Upon termination of the Plan, benefits will be administered consistent with regulations of the Pension Benefit Guaranty Corporation ("PBGC"). If the Plan is terminated, your benefits could be reduced to the level of benefits guaranteed by the PBGC. See "Federal Insurance," below, for a description of the benefits the PBGC guarantees.

Federal Insurance

Pension benefits under this multiemployer Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a Federal insurance agency. 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 they are due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits, (2) disability benefits if you become disabled before the Plan becomes insolvent, and (3) certain benefits for your survivors.

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

For more information about the PBGC and the benefits it guarantees, contact the PBGC Customer Contact Center, PO Box 151750, Alexandria VA 22315-1750, or call 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 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the internet at http://www.pbgc.gov. Alternatively, you can contact Member Services.

Statement of Rights under the Employee Retirement Income Security Act of 1974 as Amended

As a Participant in the Building Service 32BJ Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Compliance Office, all documents governing the Plan, including collective bargaining agreements, participation agreements and copies 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 at the Retirement Services Office, copies of documents governing the operation of the Plan, including collective bargaining agreements, participation agreements and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (usually age 65) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.
- Obtain a copy of the Fund's annual financial report and certain actuarial, financial or funding information of the Plan. You will automatically receive an annual notice regarding the funding status of the Fund.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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.

If your claim for a 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 a Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. You may not file a lawsuit – to review either a claim denial or a ruling on a QDRO – until you have followed the appeal procedures described on pages 32–34. 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 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.

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 EBSA, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration (EBSA)
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 EBSA or by visiting the Department of Labor's website: http://www.dol.gov.

Plan Facts

Plan Name: Building Service 32BJ Pension Fund

Employer Identification Number: 13-1879376

Plan Number: 001

Plan Year: July 1 – June 30

Type of Plan: Defined Benefit Pension Plan

Funding of Benefits and Type of Administration

All contributions to the Trust Fund are made by Contributing Employers in accordance with their written agreements. Benefits are administered by the Board of Trustees.

Plan Sponsor and Administrator

The Plan is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees. The office of the Board of Trustees may be contacted at:

Board of Trustees
Building Service 32BJ Pension Fund
101 Avenue of the Americas
New York, NY 10013-1991

Participating Employers

The Compliance Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of employees working under a written agreement, as well as the address of such employer, and whether a particular union has a collective bargaining agreement requiring contributions to the Plan, as well as the address of such union. Additionally, a complete list of employers contributing to the Plan and unions that are parties to collective bargaining agreements under which the Plan is maintained may be obtained upon written request to the Compliance Office and is available for examination at the Plan's office:

Compliance Office

The Compliance Office can be contacted at the following address:

Compliance Office
Building Service 32BJ Benefit Funds
101 Avenue of the Americas
New York, NY 10013-1991
212-539-2778

Agent for Service of Legal Process

The Board has been designated as the agent for the service of legal process. Legal process may be served at the Compliance Office or on the individual Trustees.

Glossary of Terms

To help you better understand your Program C benefits, it is important for you to know the meaning of the terms defined here. Please note that this Glossary is intended to give you a basic understanding of what these important terms generally mean. For more detailed definitions, please refer to the official rules and regulations of the Plan. You should review the rest of the SPD very carefully because it uses these terms in context and describes special rules and exceptions that may be relevant to you.

Actuarial Equivalent Lump-Sum means a lump-sum benefit that is of equivalent actuarial value to the benefit otherwise payable, determined using the mortality table and interest rates set forth in Code section 417(e)(3), using the Plan Year as the stability period and the second month preceding the commencement of the stability period as the lookback month.

Annuity Starting Date means the first day of the first calendar month after the Participant has fulfilled all of the conditions for entitlement to benefits, including the filing of an application for benefits.

Beneficiary means any person designated to receive benefits under the Plan upon the death of the Participant or any person (other than a Participant) otherwise entitled to receive such benefits.

Board means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

Break-in-Service means a specified period of time when you are not working in Covered Employment after becoming eligible to participate in the Plan. You will have a one-year Break-in-Service if you do not have at least 500 Hours of Service in Covered Employment during a Plan Year (July 1 – June 30). A one-year Break-in-Service has the effect of canceling your status as a Participant under the Plan (unless you are receiving a pension benefit or are Vested) that may be repaired by a sufficient amount of subsequent service. A permanent Break-in-Service will occur if you have five consecutive one-year Breaks-in-Service.

Contributing Employer means an employer required to make contributions to the Fund for benefits under the Plan.

Covered Employment means work in a classification at a building for which your employer is required to make contributions to the Fund for benefits under the Plan. Covered Employment does not include work in a classification in which your employer is required to make contributions to Programs A or B of the Fund (see page 6), which are described in separate booklets.

Direct Rollover means a payment by the Plan to an Eligible Retirement Plan.

Disability Pension means the pension benefit available to Participants who have become totally and permanently disabled (as described on pages 17–18) while working in Covered Employment, have at least 180 months of Service Credits and have reached age 50.

Disqualifying Employment means any category of work that satisfies all of the following:

(i) The work is in a trade or craft in which you were employed at any time under Program C;

(ii) The work is in any industry in which you were accruing benefits under Program C at the time of your Normal Retirement Age or early retirement; and

(iii) The work is in any state in which contributions were made or required to be made to Program C at the time of your Normal Retirement Age or early retirement.

Disqualifying Employment will NOT include:

1. Work for which contributions are required to be made to Program A or Program B of the Plan; and
2. Work for any employer for any month after you Retire in which your pension benefits payable under Program C is less than $200.

Domestic Partner means a person of the same gender as you who has lived with you in a close, exclusive and committed relationship continuously for at least one year as of your Annuity Starting Date, if you meet at least one of the following requirements:

- Provide a marriage certificate from any state in the U.S. or province in Canada where same-gender marriages are valid, or
- If same-gender marriages are not available in the jurisdiction where you live, provide a civil union certificate from a state in the U.S. or a province in Canada where same-gender civil unions are valid, or
- If neither same-gender marriage nor civil union is available in the jurisdiction where you live, provide affidavits attesting to your relationship, plus a Domestic Partner registration under state or local law (if permitted where you live), and proof of financial interdependence satisfactory to the Board.

Your Domestic Partner will not qualify as a Domestic Partner if:

- either you or your Domestic Partner is, or was during the 12 months preceding your Annuity Starting Date, married to anyone else;
- you and your Domestic Partner are related by blood in a manner that would bar marriage if you were of opposite genders; or
- your Domestic Partner is under 19 years of age.

Early Retirement Pension means the pension benefit that is available to Participants who have reached age 55 and have at least 120 months of Service Credit. See pages 16–17.

Eligible Retirement Plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, a qualified trust described in section 401(a) of the Internal Revenue Code and, in some cases, an annuity contract described in section 403(b) of the Internal Revenue Code, an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, and a Roth IRA described in section 408A of the Internal Revenue Code.

Eligible Rollover Distribution means any distribution of all or any portion of your benefits to you or, in some cases, to your Beneficiary, except for any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your Beneficiary, or for a specified period of ten years or more; any distribution required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

50% Husband and Wife Pension means the form of pension benefit that is automatically paid to you if you are married unless your legal Spouse as of the Annuity Starting Date agrees to waive his or her right to the survivor portion of the pension. This pension provides you with an adjusted monthly amount and after your death provides your legal Spouse a survivor pension equal to 50% of the adjusted monthly amount.

50% Joint and Survivor Pension means the form of pension benefit that provides you with an adjusted monthly amount and after your death provides your Domestic Partner a survivor pension equal to 50% of the adjusted monthly amount.

Fund means the Building Service 32BJ Pension Fund.

Hours of Service means all hours of compensated work in Covered Employment. It also includes:

- compensated vacations, holidays, or leave from Covered Employment, as well as periods of disability for which you receive disability benefits under state workers' compensation laws or other state laws attributable to Covered Employment, not to exceed six months or 501 hours for any one period of disability, and
- hours for which you are entitled to back pay to the extent that it is intended to compensate you for periods during which you would have been in Covered Employment.

Life Annuity with 36 Months Guaranteed means the form of pension benefit paid to you if, on your Annuity Starting Date, you are either unmarried or obtain spousal waiver of the 50% Husband and Wife Pension and elect this form of pension benefit. This form of payment is payable for your lifetime and, if you die before you have received 36 monthly payments, your Beneficiary will receive the balance of these 36 payments.

Normal Retirement Age means age 65 or, if later, your age on the fifth anniversary of your participation in the Plan.

Optional 75% Husband and Wife Pension means the form of pension benefit that provides you with an adjusted monthly amount and after your death, provides your legal Spouse a survivor pension equal to 75% of the adjusted monthly amount. Election of this form of payment does not require spousal waiver of the 50% Husband and Wife Pension.

Optional 75% Joint and Survivor Pension means the form of pension benefit that provides you with an adjusted monthly amount and after your death provides your Domestic Partner a survivor pension equal to 75% of the adjusted monthly amount.

Participant means an employee or former employee who has met the requirements for participation in the Plan and whose status as a Participant has not been terminated due to a one-year Break-in-Service. Please see pages 6–7 for more detailed work requirements. A Pensioner is also a Participant.

Past Service Credit means Service Credit provided to Participants who work for an employer when that employer first becomes party to a collective bargaining agreement and subsequently begins to participate and contribute to the Plan. Please see pages 8–10 for more details.

Pensioner means a person receiving a pension from the Plan or who would be paid a pension but because of administrative processing, has not yet started their Annuity Starting Date or because that person's pension has been suspended due to his return to Disqualifying Employment.

Plan or Program C means Program C of the Building Service 32BJ Pension Fund.

Plan Year means the 12-month period from July 1 to the next June 30. This same period will be used to determine Vesting Service and Service Credit.

Qualified Domestic Relations Order ("QDRO") means a judgment, decree or order that relates to the rights of a Spouse, former spouse or child of the Participant and is made pursuant to a state domestic relations law, and that creates or recognizes the right of a Spouse, former spouse or child to receive all or a portion of the benefits payable to the Participant under the Plan.

Reduced Pension means the pension benefit available to Participants who have reached Normal Retirement Age and are Vested, but who are not eligible for a Regular Pension.

Regular Pension means the pension benefit available to Participants who have 300 months of earned Service Credit and have reached age 65.

Required Beginning Date means the April 1st of the calendar year following the calendar year in which you turn age 70½.

Retire means to completely withdraw from Disqualifying Employment and apply for a pension either immediately prior to or during the withdrawal.

Service Credit means credit that is used to compute your pension benefit, as described on pages 7–8, consisting of work in Covered Employment (based on current employment). Please note that when the terms "earned" or "earn" is used with Service Credit, the term Service Credit does not include Past Service Credit.

Spouse means a person of the opposite gender to whom you are considered married under applicable law (or a former spouse to the extent provided in a Qualified Domestic Relations Order). The terms "married" and "unmarried" in this booklet refer to whether you are married (or not) to a Spouse.

Additional requirements apply for certain purposes:

- For purposes of the 50% Husband and Wife Pension or Optional 75% Husband and Wife Pension, a Spouse may only be a person to whom you were married either (i) throughout the 365-day period immediately preceding the Annuity Starting Date and on the date of your death, or (ii) for at least 365 days before your death; or (iii) for at least 365 days before a divorce, and your former spouse is required to be treated as a Spouse or Surviving Spouse under a Qualified Domestic Relations Order.
- For purposes of a pre-retirement surviving spouse pension, described on pages 24–25, a Spouse may only be a person to whom you were married throughout the 365-day period preceding your death.

Trust Agreement means the Agreement and Declaration of Trust establishing the Building Service 32BJ Pension Fund effective as of July 1, 1978, and as thereafter amended.

Union means SEIU Local 32BJ.

Vested means having reached Normal Retirement Age while you are a Participant, or accumulating five years of Vesting Service. Once you are Vested, your benefit will generally be non-forfeitable even if you leave Covered Employment before you reach the age at which you may apply for a benefit. See "Loss of Pension Benefits" on pages 29–30 for more information on loss of benefits.

Vesting Service means a period of service (measured in years) used to determine when you are Vested.

Building Service 32BJ Pension Fund
25 West 18th Street
New York, NY 10011-4676

www.32bjfunds.org
800-551-3225 Benefits Information

Summary of Material Modifications
Building Service 32BJ Pension Fund
Pension Plan, Program C

The following is a list of changes and clarifications which have occurred since the printing of the Building Service 32BJ Pension Fund Summary Plan Description (SPD) for the Pension Plan, Program C dated January 1, 2011. 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.**

Address Change: Effective November 14, 2011, the address 101 Avenue of the Americas, New York, NY 10013-1991, wherever it appears, is replaced with the following address:

25 West 18th Street
New York, NY 10011-4676

Change in Union Trustee Page 1: Effective October 4, 2012, Michael J. Fishman has resigned as a union Trustee and Larry Engelstein has been appointed. Larry's information is below:

Larry Engelstein
Executive Vice President
SEIU Local 32BJ
25 West 18th Street
New York, NY 10011-1991

Changes in Union Trustee Titles Page 1: Effective October 4, 2012, Hector Figueroa is President of SEIU Local 32BJ; and Kevin J. Doyle is Special Advisor to the President of SEIU Local 32BJ.

Change in Accountants and Subsequent Name Change Page 1: Effective July 1, 2013, Bond Beebe replaces BDO USA, LLP as accountant. Effective August 31, 2017, Bond Beebe has joined Withum Smith & Brown, PC and changed its name to Withum Smith & Brown, PC.

Change in Pension Type Terminology Pages 13-15 and throughout the SPD: The pension known as the "Reduced Pension" has been renamed the "Vested Pension." In all sections throughout the SPD where the term "Reduced Pension" appears it is replaced with the term "Vested Pension."

Addition of Hourly Employer Contribution Rates Page 14: Effective February 1, 2012, the paragraph immediately preceding the table on page 14, and the table itself, also on page 14, are deleted and replaced with the following paragraph and table:

The monthly amount of Regular Pension is the highest maximum benefit level at which you accrued at least 300 months of earned Service Credit corresponding to your employer's contribution rate. The table below shows the monthly amount that will be paid if you have 300 months of earned Service Credit depending on the contribution rate:

Weekly Contribution Rate	Hourly Contribution Rate	Maximum Benefit Level
$10.00	$0.28	$210
$11.50	$0.32	$250
$13.50	$0.38	$310
$20.50	$0.58	$500
$29.00	$0.83	$750
$38.00	$1.08	$1,000

Consolidation of Forms of Pension Payment **Pages 19-25:** Effective June 26, 2013, the section **Forms of Pension Payments** was deleted in its entirety and replaced with the following however, effective June 1, 2017, the one year marriage requirement for both Pre and Post Retirement Survivor Annuities is deleted in this section and all other sections throughout the SPD, and effective November 15, 2017 all references to Domestic Partner[1] are deleted in this section and all other sections throughout the SPD:

Forms of Pension Payments

Once you decide to Retire, your pension will be paid to you in one of the following ways, which are described in more detail on pages 20–25, based on your marital status and election at the time of your retirement:

• **Life Annuity with 36 Months Guaranteed**

- required form for unmarried Participants
- optional form for married Participants with appropriate spousal consent

• **50% Joint and Survivor Pension**

- required form for married Participants unless you elect the Optional 75% Joint and Survivor Pension (as defined on page 51)

• **Optional 75% Joint and Survivor Pension**

- optional form for married Participants-no spousal consent is required

Alert: Whenever the term "married" or "**Spouse**" is used in this booklet, that term refers to the person to whom you are legally married. The Board is entitled for all purposes to rely on your representation as to whether you are married and, if so, to whom. The Board may deny benefits to a person claiming to be your Spouse if the claim contradicts your representation.

Life Annuity with 36 Months Guaranteed

The Life Annuity with 36 Months Guaranteed provides you with a monthly pension payment for your life. If you die before receiving at least 36 pension payments, the remaining guaranteed monthly payments will be paid to your **Beneficiary**. (See pages 34–35 for information on naming a Beneficiary and see page 44 for the definition of a Beneficiary.)

For example, if you die after receiving 16 monthly payments, the remaining 20 payments will be made to your Beneficiary. If you live long enough to receive the 36 guaranteed monthly payments, you will continue to receive monthly payments for your lifetime, but no benefits will be payable to your Beneficiary after you die. If

[1] Any Participant who elected a Joint and Survivor Pension for a Domestic Partner pursuant to Plan provisions in effect prior to November 15, 2017, the Domestic Partner named shall be treated as a Spouse.

you die after making an application and having reached your Annuity Starting Date, but before receiving your first payment, your Beneficiary will be entitled to 36 payments.

50% Joint and Survivor Pension
The 50% Joint and Survivor Pension provides you with monthly payments as long as you live. If you die before the Spouse to whom you were married on your Annuity Starting Date half the amount you were receiving monthly will continue to be paid to your Spouse as long as he or she lives. After your Spouse dies, no further benefits will be paid. Because this pension is paid over two lifetimes instead of one, there is an actuarial reduction in the amount that is paid to you during your lifetime.

Note: Your Spouse must survive you in order to receive the survivor portion of the Joint and Survivor Pension. If your Spouse dies before you, you will continue to receive the same monthly benefit for the rest of your life, and all Plan benefits will end upon your death.

Here is an example of a 50% Joint and Survivor Pension. You decide to Retire at age 65 on a Regular Pension of $1,000.00. Your Spouse is also 65 years old. Under the 50% Joint and Survivor Pension, you would receive $890.00 (an actuarially reduced amount based on your Spouse's life expectancy) a month for your lifetime. When you die, your Spouse would continue to collect 50% of the monthly benefit you were receiving, or $445.00 each month for as long as your Spouse lives. After your Spouse or dies, all pension payments stop.

Optional 75% Joint and Survivor Pension
The Optional 75% Joint and Survivor Pension is similar to the 50% Joint and Survivor Pension in that it provides you with a reduced benefit in order to provide continuing monthly payments to your Spouse after your death. If you die before the Spouse to whom you were married on your Annuity Starting Date 75% of the amount you were receiving monthly will continue to be paid to that Spouse as long as your Spouse lives. After your Spouse dies, no further benefits will be paid. Like the 50% Joint and Survivor Pension, because this pension is paid over two lifetimes instead of one, there is an actuarial reduction in the amount that is paid to you during your lifetime, and the actuarial reduction is based on your age and your Spouse's age. However, the reduction in your benefit is larger under the Optional 75% Joint and Survivor Pension than under the 50% Joint and Survivor Pension because your surviving Spouse's benefit is larger than it would be under the 50% Joint and Survivor Pension.

As with the 50% Joint and Survivor Pension, your Spouse must survive you in order to receive the survivor portion of the Optional 75% Joint and Survivor Pension. If your Spouse dies before you, you will continue to receive the same monthly benefit for the remainder of your lifetime, and all Plan benefits will end upon your death.

Here is an example of an Optional 75% Joint and Survivor Pension, using the same facts as in the example above describing the 50% Joint and Survivor Pension (you Retire at age 65 on a Regular Pension of $1000.00, and your Spouse is also 65 years old). Under the 75% Joint and Survivor Pension, you would receive $840.00 (actuarial reduction based on your Spouse's life expectancy) a month for your lifetime. When you die, your Spouse would continue to collect 75% of the monthly benefit you were receiving or $630.00 each month for as long as your Spouse lives. After your Spouse dies, all pension payments stop.

The Form of Payment That Applies to You

If you are unmarried on your Annuity Starting Date, or are married and your Spouse cannot be located, your pension will be paid in the form of the Life Annuity with 36 Months Guaranteed.

If you are married on your Annuity Starting Date, your pension will be paid in the form of the 50% Joint and Survivor Pension, unless you elect to receive either an Optional 75% Joint and Survivor Pension or the Life Annuity with 36 Months Guaranteed. If you elect the Life Annuity with 36 Months Guaranteed, your Spouse must agree in writing. If you elect the Optional 75% Joint and Survivor Pension, no spousal consent is required.

If the **Actuarial Equivalent Lump-Sum** value of the benefits payable to you or your Beneficiary is $5,000 or less, the benefits will be paid in the form of a single lump sum rather than a small monthly pension check (e.g., under $30 per month). Such distribution will not require the consent of you or your Beneficiary and no further benefits will be paid to you or your Beneficiary. If the Actuarial Equivalent Lump-Sum value of this benefit is greater than $1,000 (but not more than $5,000), and you or your Beneficiary does not elect to receive such distribution directly or to have the distribution paid directly to a specified **Eligible Retirement Plan** in a **Direct Rollover**, then the Plan will pay the distribution in a Direct Rollover to an individual retirement account designated by the Board.

When you are ready to apply for your pension, you will receive a complete explanation of your options and the necessary applications to choose your form of payment.

Pre-retirement Surviving Spouse Pension

Your Spouse is automatically covered by a Pre-retirement Surviving Spouse Pension if:

- you are Vested (see pages 10-11 for information on vesting) and
- you die before your Annuity Starting Date.

Generally, the Pre-retirement Surviving Spouse Pension will provide your Spouse with a monthly pension for life, equal to one-half of the monthly pension you would have received if you had Retired and elected the 50% Joint and Survivor Pension. That is, if you die after satisfying the eligibility requirements (age and Service Credit) for a pension, but before starting your pension, your surviving Spouse will immediately be eligible to receive a benefit equal to what he or she would have received under the 50% Joint and Survivor Pension if you had begun that pension the day before you died. If you die before satisfying the eligibility requirements for a pension, your Spouse will be eligible to begin receiving the Pre-retirement Surviving Spouse Pension on the date that you would have first become eligible for a pension.

Your Spouse may choose to wait and begin receiving the Pre-retirement Surviving Spouse Pension at a later time, but no later than the first of the month after you would have reached Normal Retirement Age. The monthly amount may be higher because of the postponement.

Change in Pension Form Terminology: In all other sections in which the term "Husband and Wife" appears, the term is amended to read as "Joint and Survivor" or deleted where such amendment would create a redundancy.

Also, throughout, wherever the word "legal" appears before the word "Spouse" it is deleted.

Elimination of Retroactive Annuity Starting Date Lump Sum Option Page 28: Effective for Annuity Starting Dates on or after November 1, 2012, the first paragraph on page 29 under the section "When Pension Benefits Begin" is deleted in its entirety and replaced with the following paragraph:

Your pension benefit is generally payable beginning on the first of the month following the date you have met the eligibility rules for a pension benefit and the Fund Office has received a completed application that includes your supporting documentation, such as birth certificates, marriage certificate, divorce decree, etc. The date that pension benefits are first payable is known as your Annuity Starting Date. If, after terminating Covered Employment, you wait to begin your pension until after Normal Retirement Age, you will receive a monthly pension that is increased to reflect the period on or after your Normal Retirement Age during which you were not receiving benefits. The increase will be 1% for each month your benefit was postponed after your Normal Retirement Age and through age 70, and 1.5% for each month your benefit was postponed thereafter. No increase will apply to months for which your benefit was suspended.

Notation on Appeals Language Page 34: The following sentence in the second paragraph should be bolded: **In addition, no lawsuit may be started more than three years after the date on which the applicable appeal was denied.**

Change in Beneficiary Terminology for Death Benefit for Pensioners Page 35: delete 1) your wife or husband, if living and replace with 1) your Lawful Spouse, if living.

Add the definition of Lawful Spouse Page 35: After item 4) add the following sentence: For purposes of the death benefit for pensioners, your Lawful Spouse is the person to whom you are legally married.

Change in Definition of Domestic Partner Pages 45-46: Effective November 15, 2017, the definition of Domestic Partner is deleted in its entirety.

Deletion of 50% Husband and Wife Pension and Modification of Definition 50% Joint and Survivor Pension Pages 46 and 47: Effective June 26, 2013, the 50% Husband and Wife Pension and 50% Joint and Survivor Pension definitions are deleted in their entirety. A new definition is added as follows:

50% Joint and Survivor Pension means the form of pension benefit that is automatically paid to any married Participant unless their Spouse as of the Annuity Starting Date agrees to waive their right to the survivor portion of the pension or the Participant elects the 75% Joint and Survivor Pension. This pension provides you with a reduced monthly amount and, after your death, your Spouse a survivor pension equal to 50% of the reduced monthly amount.

Deletion of 75% Husband and Wife Pension and Modification of Definition of 75% Joint and Survivor Pension Pages 47 and 48: Effective June 26, 2013, the 75% Husband and Wife Pension and 75% Joint and Survivor Pension definitions are deleted in their entirety. A new definition is added as follows:

75% Joint and Survivor Pension means the form of pension benefit that provides you with an adjusted monthly amount and, after your death, your Spouse a survivor pension equal to 75% of the adjusted monthly amount. If you are married, election of this form of payment does not require spousal waiver of the 50% Joint and Survivor Pension.

Clarification of Definition of Pensioner Page 48: The definition of Pensioner is clarified by adding after the last sentence the following sentence:

Pensioner does not include a former Plan participant who has received a single lump sum payment of their pension.

Change in Definition of Spouse Page 49: Effective June 26, 2013, the definition of Spouse is deleted in its entirety and replaced with the following:

Spouse means the person whom you are legally married (or a former Spouse to the extent provided in a Qualified Domestic Relations Order). The terms “married” and “unmarried”, in this booklet, refer to whether you are married (or not) to a Spouse.

If you have any questions about this notice or want further information about the changes please contact Member Services at 1-800-551-3225 between the hours of 8:30 AM and 5:00 PM Monday through Friday.

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 documents will control.***