Building Service
32BJ Pension Fund – Program B

Summary Plan Description
July 1, 2018
Translation Notice

This booklet contains a summary in English of your rights and benefits under the Building Service 32BJ Pension Fund – Program B. If you have difficulty understanding any part of this booklet, contact Member Services at 1-800-551-3225 for assistance or write to:

Member Services
Building Service 32BJ Pension Fund – Program B
25 West 18th Street
New York, NY 10011-4676

The office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. You may also visit www.32bjfunds.org.

Este folleto contiene un resumen en inglés de sus derechos y beneficios con el Building Service 32BJ Pension Fund – Program B. Si tiene alguna dificultad para entender cualquier parte de este folleto, llame al Centro de servicios para afiliados al 1-800-551-3225, o escriba a la dirección siguiente:

Member Services
Building Service 32BJ Pension Fund – Program B
25 West 18th Street
New York, NY 10011-4676

El horario de atención es de 8:30 a.m. a 5:00 p.m. de lunes a viernes. También puede visitar www.32bjfunds.org.

Niniejsza broszura zawiera opis w języku angielskim, Twoich praw i świadczeń w ramach Planu Building Service 32BJ Pension Fund – Program B. W przypadku jakichkolwiek trudności ze zrozumieniem dowolnej części broszury, prosimy skontaktować się z Centrum obsługi członków pod numerem telefonu 1-800-551-3225 lub pisemnie na adres:

Member Services
Building Service 32BJ Pension Fund – Program B
25 West 18th Street
New York, NY 10011-4676

Biuro czynne jest w godzinach od 8:30 do 17:00 od poniedziałku do piątku. Można również odwiedzić naszą stronę pod adresem www.32bjfunds.org.

Kjo broshurë përmban një përmbledhje në anglisht, në lidhje me të drejtat dhe përfitimet tuaja të Planit nën Building Service 32BJ Pension Fund – Program B. Nëse keni vështrirësi për të kuptuar ndonjë pjesë të kësaj broshure, kontaktoni Shërbimin e Anëtarit në numrin 1-800-551-3225 për ndihmë ose mund të shkruani tek:

Member Services
Building Service 32BJ Pension Fund – Program B
25 West 18th Street
New York, NY 10011-4676

Orari zyrtar është nga ora 8:30 deri më 17:00, nga e hëna deri të premten. Gjithashtu, ju mund të vizitoni faqen e Internetit www.32bjfunds.org.

July 1, 2018
<table>
<thead>
<tr>
<th>Contents</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Important Notice</strong></td>
<td>5</td>
</tr>
<tr>
<td>Planning for Retirement</td>
<td>6</td>
</tr>
<tr>
<td><strong>Important Information About Your Plan</strong></td>
<td>6</td>
</tr>
<tr>
<td>Effective Date of the Plan</td>
<td>6</td>
</tr>
<tr>
<td>Fund Administration</td>
<td>7</td>
</tr>
<tr>
<td><strong>Service Information</strong></td>
<td>7</td>
</tr>
<tr>
<td>Becoming a Participant</td>
<td>7</td>
</tr>
<tr>
<td>Service Credit</td>
<td>8</td>
</tr>
<tr>
<td>Past Service Credit</td>
<td>10</td>
</tr>
<tr>
<td>Exceptions to Past Service Credit</td>
<td>11</td>
</tr>
<tr>
<td>Limits to Past Service Credit</td>
<td>12</td>
</tr>
<tr>
<td>Vesting Service</td>
<td>12</td>
</tr>
<tr>
<td>Earning Service When You Cannot Work</td>
<td>13</td>
</tr>
<tr>
<td>Breaks-in-Service</td>
<td>14</td>
</tr>
<tr>
<td>Protection from Break-in-Service</td>
<td>14</td>
</tr>
<tr>
<td>Special Transition Rules for Participants Who Work in</td>
<td>15</td>
</tr>
<tr>
<td>Covered Employment During 2000–2001</td>
<td></td>
</tr>
<tr>
<td>Reciprocity</td>
<td>16</td>
</tr>
<tr>
<td><strong>Pension Types</strong></td>
<td>16</td>
</tr>
<tr>
<td>Pension Type Eligibility Summary</td>
<td>17</td>
</tr>
<tr>
<td>Regular Pension</td>
<td>17</td>
</tr>
<tr>
<td>Vested Pension</td>
<td>19</td>
</tr>
<tr>
<td>Early Retirement Pension</td>
<td>19</td>
</tr>
<tr>
<td>Early Retirement Example</td>
<td>20</td>
</tr>
<tr>
<td>Disability Pension</td>
<td>21</td>
</tr>
<tr>
<td>Special Rule for Higher Benefit Amount</td>
<td>22</td>
</tr>
<tr>
<td><strong>Forms of Pension Payments</strong></td>
<td>23</td>
</tr>
<tr>
<td>Single Life Pension with 12 Months Guaranteed</td>
<td>24</td>
</tr>
<tr>
<td>50% Joint and Survivor Pension</td>
<td>24</td>
</tr>
<tr>
<td>Optional 75% Joint and Survivor Pension</td>
<td>25</td>
</tr>
<tr>
<td>The Form of Payment That Applies to You</td>
<td>27</td>
</tr>
<tr>
<td>Pre-retirement Death Benefits</td>
<td>27</td>
</tr>
<tr>
<td><strong>Reemployment After Retirement</strong></td>
<td>28</td>
</tr>
<tr>
<td><strong>General Information</strong></td>
<td>30</td>
</tr>
<tr>
<td>Retirement</td>
<td>30</td>
</tr>
<tr>
<td>Your Disclosures to the Fund: Fraud.</td>
<td>30</td>
</tr>
<tr>
<td>How to Apply for a Pension</td>
<td>31</td>
</tr>
<tr>
<td>When Pension Benefits Begin</td>
<td>33</td>
</tr>
<tr>
<td>Incompetence or Incapacity</td>
<td>35</td>
</tr>
<tr>
<td>No Duplication of Pensions</td>
<td>35</td>
</tr>
<tr>
<td>Suspension of Pension Benefits</td>
<td>35</td>
</tr>
<tr>
<td>Loss of Pension Benefits</td>
<td>36</td>
</tr>
<tr>
<td>Compliance with Federal Law</td>
<td>38</td>
</tr>
<tr>
<td>The Plan's Decision on Your Application</td>
<td>38</td>
</tr>
<tr>
<td>Special Rules for Disability Pension Claims</td>
<td>39</td>
</tr>
<tr>
<td>Appealing Denied Benefits</td>
<td>40</td>
</tr>
<tr>
<td>Naming a Beneficiary</td>
<td>42</td>
</tr>
<tr>
<td>$1,000 Death Benefit for Pensioners.</td>
<td>42</td>
</tr>
<tr>
<td>Employer Contributions</td>
<td>43</td>
</tr>
<tr>
<td>Assignment of Benefits</td>
<td>44</td>
</tr>
<tr>
<td>Qualified Domestic Relations Orders.</td>
<td>44</td>
</tr>
<tr>
<td>Overpayments</td>
<td>44</td>
</tr>
<tr>
<td>Military Leave</td>
<td>45</td>
</tr>
<tr>
<td>Plan Administration</td>
<td>46</td>
</tr>
<tr>
<td>Plan Amendment or Termination</td>
<td>47</td>
</tr>
<tr>
<td>Federal Insurance</td>
<td>47</td>
</tr>
<tr>
<td>Statement of Rights under the Employee Retirement Income Security Act of 1974 as Amended</td>
<td>48</td>
</tr>
<tr>
<td><strong>Plan Facts</strong></td>
<td>51</td>
</tr>
<tr>
<td>Funding of Benefits and Type of Administration</td>
<td>51</td>
</tr>
<tr>
<td>Plan Sponsor and Administrator</td>
<td>51</td>
</tr>
<tr>
<td>Participating Employers</td>
<td>51</td>
</tr>
<tr>
<td>Agent for Service of Legal Process</td>
<td>52</td>
</tr>
<tr>
<td><strong>Glossary of Terms</strong></td>
<td>53</td>
</tr>
<tr>
<td><strong>Contact Information – Member Services</strong></td>
<td>Inside Back Cover</td>
</tr>
</tbody>
</table>
Important Notice

This booklet is the Summary Plan Description ("SPD") of Program B of the Building Service 32BJ Pension Fund (the "Plan"), which is one program of benefits under the Building Service 32BJ Pension Plan (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 B. 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. The Compliance Office can be reached at the address and telephone number printed on page 52. 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.32bjfunds.org.

- If you change your address or other personal information, including name, telephone, and marital status–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 make the update online at www.32bjfunds.org.

- Throughout this booklet, the words "you" and "your" refer to individuals who are Participants, as defined on page 55.

- This booklet describes the provisions of the Plan as amended through July 1, 2018, and generally applies to pension benefits that have not yet begun to be paid. If you are already receiving benefits, this booklet does not apply to you and you should refer to the Summary Plan Description and official Plan documents in effect at the time you stopped working in Covered Employment (as defined on page 53) to determine your rights under the Plan. The Compliance Department can provide copies of those documents to you. Please request these documents from the Compliance Department in writing at the address on page 52.
• All capitalized terms, for example, **Covered Employment**, are defined in the Glossary of Terms beginning on page 53.

• 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 your employer or a **Fund** or **Union** employee.

### Planning for Retirement

Planning for retirement is a complex process. You should start thinking about retirement long before you are ready to retire. In addition to using this SPD to learn more about your pension benefit, you can learn more at our website, [www.32bjfunds.org](http://www.32bjfunds.org). The website includes helpful information which can help you plan for your retirement at different stages in your life.

When you are ready to retire, call Member Services four months before your anticipated retirement date to schedule a meeting with a Retirement Counselor, who will walk you through the process.

### Important Information About Your Plan

#### Effective Date of the Plan

The **Plan** was established on September 1, 2000, when the Local 307 Pension Trust Fund that had been maintained for employees in Nassau and Suffolk Counties under agreements with 32BJ SEIU (the “**Union**”) was merged into the Building Service 32BJ Pension Fund (with no change in the benefits provided to employees covered by those agreements). Generally, the **Plan** provides benefits to employees working under a collective bargaining agreement between a building employer and the **Union** in Nassau and Suffolk Counties.

The term “**Plan**”, when used by itself in this booklet, refers to **Program B**. The benefits provided for employees working under a collective bargaining agreement between a building employer and the **Union** in Manhattan, Queens, Brooklyn or Staten Island are referred to in this booklet as “**Program A**.” Effective January 1, 2008, a new plan of benefits was designed to provide a pension for groups of employees outside the five boroughs of New York City, Nassau and Suffolk counties who previously did not have a pension. This plan, which primarily covers employees in New Jersey, is referred to as “**Program C**”. **Program A** and **Program C** 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:

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

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. Because you do not earn **Service Credits** for the period before you become a **Participant**, working 25 years does not necessarily mean you have earned 25 years of **Service Credit**.

#### Becoming a Participant

Generally, you are eligible to participate in the **Plan** if you have completed 1,000 **Hours of Service** (as described below and defined on pages 54–55) 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**. You begin to earn **Service Credit** as of the date when you become a **Participant**, but you begin to earn **Vesting Service** from the first day of **Covered Employment**. It is important to note that **Vesting Service** determines your eligibility for a benefit while your **Service Credit** determines the amount of your pension benefit.
There is a special transition rule for the years 2000-2001, when the pension merger took place. See pages 15–16.

For example, if you begin working on February 22, 2018 in **Covered Employment** and work every week, then you will become a **Participant** and begin accruing **Service Credit** on July 1, 2019. You will begin earning **Vesting Service** on February 22, 2018. If you are entitled to **Past Service Credit** as described on pages 10–12, you will become a **Participant** on the date your employer becomes obligated to contribute to the **Fund** for benefits under **Program B**.

If you cease to be a **Participant** due to a **Break-in-Service**, as described on pages 14–15 and page 53, and later return to **Covered Employment**, you will become a **Participant** immediately upon reentering **Covered Employment** unless you have had a permanent **Break-in-Service** (five consecutive one-year **Breaks-in-Service**).

If you have had a permanent **Break-in-Service**, you will have to satisfy the rules above as if you are a new employee.

**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 **Program B** of the **Plan**. You may alternate employment back and forth between **Contributing Employers** (see page 53), whether they are commercial or residential, without losing credit, but you will not receive more than one month of credit in any calendar month, or three months of credit in any calendar quarter, even if more than one employer contributes on your behalf in that period.

In addition to **Service Credit** earned during the period of time during which your employer is obligated to contribute to the **Fund**, you may also receive **Service Credit** for periods before contributions begin (called **Past Service Credit**). This is described on pages 10–12.

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. If you work concurrently for employers that are obligated to contribute to more than one program of benefits, you will accrue **Service Credit** for the program of benefits which provides the highest level of benefits.

If you work for more than one employer and those employers are obligated to contribute to more than one program of benefits, for example **Program B** and another program of this **Fund**, if your work is not concurrent, you will accrue **Service Credit** under each program of benefits and your benefits will be calculated separately. (See No Duplication of Pensions on page 35 for additional information).

**Alert:**

Please note that you will earn only one pension from this **Fund**; if you earn **Service Credit** under a different pension fund, such as the 32BJ North Pension Fund or the 32BJ School Workers Pension Fund, you may earn more than one pension.

The following tables show how much **Service Credit** you will earn for each **Hour of Service** (as defined on pages 54–55) during specified time periods for a **Contributing Employer**.

For **Hours of Service** on and after July 1, 2011, you receive **Service Credit** in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Hours of Service in Covered Employment Per Plan Year (July 1–June 30)</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 910</td>
<td>0</td>
</tr>
<tr>
<td>910 but less than 1,365</td>
<td>1/2</td>
</tr>
<tr>
<td>1,365 but less than 1,820</td>
<td>3/4</td>
</tr>
<tr>
<td>1,820 or more</td>
<td>1</td>
</tr>
</tbody>
</table>

For **Hours of Service** between January 1, 1976 and June 30, 2011, you earned **Service Credit** in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Hours of Service in Covered Employment Per Plan Year (July 1–June 30)</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 250</td>
<td>0</td>
</tr>
<tr>
<td>250 but less than 500</td>
<td>1/4</td>
</tr>
<tr>
<td>500 but less than 750</td>
<td>1/2</td>
</tr>
<tr>
<td>750 but less than 1,000</td>
<td>3/4</td>
</tr>
<tr>
<td>1,000 or more</td>
<td>1</td>
</tr>
</tbody>
</table>
For **Hours of Service** before January 1, 1976, you earned **Service Credit** in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Service Credit</th>
<th>For each calendar quarter in which you worked in Covered Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before June 1, 1972</td>
<td>½ Service Credit</td>
<td>Two months or more</td>
</tr>
<tr>
<td>June 1, 1972 to December 31, 1975</td>
<td>½ Service Credit</td>
<td>Eight weeks or more</td>
</tr>
</tbody>
</table>

**Past Service Credit**

**Past Service Credit** is **Service Credit** awarded for work performed in a building before that building is covered by a collective bargaining agreement requiring contributions to this **Plan**. Not all **Participants** are entitled to **Past Service Credit**.

You may be eligible for **Past Service Credit** if your employer was required to make contributions to the **Fund** in its first collective bargaining agreement with the **Union** and you worked in the building at that time.

To qualify for **Past Service Credit** you must:

- have worked in that same building for at least 15 of the 36 months immediately preceding the effective date of your employer’s first collective bargaining agreement with the **Union**; and
- be credited with at least ½ **Service Credit** in the building after your employer began making contributions to the **Fund** for benefits under the **Plan** (unless you were covered by another pension plan in the building before your employer was first required to make contributions to the **Fund** for benefits under **Program B**).

**For example:** John begins working for ABC Services as a cleaner at 123 Any Street on February 1, 2012. On July 1, 2019, ABC Services enters into its first collective bargaining agreement with the **Union** covering cleaners at 123 Any Street and that collective bargaining agreement requires contributions to the **Fund** for benefits under **Program B**. If John worked 15 of the 36 months immediately preceding July 1, 2019 for ABC Services and he continues to work for ABC Services at 123 Any Street after July 1, 2019 and earns at least ½ **Service Credit**, he will receive **Past Service Credit** for his employment during the period February 1, 2012 through June 30, 2019.

Note that if the employer is not required to begin making contributions as of the effective date of its first collective bargaining agreement with the **Union**, no **Service Credit** will be earned for the period from the effective date of the collective bargaining agreement to the date on which contributions are required to be made. **Past Service Credit** earned before the effective date may be combined with **Service Credit** earned after contributions begin. If contributions do not begin in the first collective bargaining agreement, there will be no **Past Service Credit** awarded.

**Exceptions to Past Service Credit**

Even if you satisfy the rules above and on the preceding page for **Past Service Credit**, if your employer became a **Contributing Employer** on or after July 1, 2002, it will not be granted:

- If your employer withdraws from this **Plan** or ceases to have an obligation to make contributions for the building or classification of employment in which you were working when your employer first became obligated to make contributions to the **Fund** for benefits under **Program B**, unless the employer no longer has any employees in that classification or building, or your employer made at least four years of contributions for the category of employees who were granted **Past Service Credit**.

- If your employer was previously party to any other collective bargaining agreement with the **Union** or another local union that merged into the **Union**.

- If your employer became a **Contributing Employer** as a result of a merger of another pension plan with **Program B**. In case of such a plan merger, 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 **Program B**, 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

If your employer provided another pension plan for you before it became a Contributing Employer to this Plan, and it became a Contributing Employer on or after July 1, 2002, the benefits you earn from this Plan based on Past Service Credit will be reduced by the benefits you received, or are entitled to receive, from the prior plan based on that same service.

Vesting Service

You will earn a right to a pension at Normal Retirement Age, usually age 65 (as defined on page 55), 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 (see page 57), 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, you will not be entitled to any benefits under the Plan unless you reach your Normal Retirement Age while still working in Covered Employment. (See Loss of Pension Benefits on pages 36–37 for more information on the circumstances under which you could lose benefits under the Plan.) Vesting Service is different from Service Credit. Vesting Service determines your eligibility for a pension; Service Credit determines how much the pension will be.

For each Plan Year (July 1–June 30) during which you are in Covered Employment (at least 1,000 Hours of Service), 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. For example, if you work as a vacation replacement and then are hired into regular employment with the same employer, you receive Vesting Service for the period you worked as a vacation replacement. Alternatively, if you are hired into a management or other non-union position by your employer immediately following your service in a Union position, then you would receive Vesting Service for that employment.

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 working in Covered Employment. (See page 14 for detailed rules on Breaks-in-Service.)

There is a special transition rule for the years 2000-2001—when the pension merger took place. See pages 15-16 for information.

ALERT

It is important to note that Vesting Service is used to establish your eligibility for a pension, while Service Credit determines the amount of your pension.

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. 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.

In all such cases, to qualify for Service Credit or Vesting Service for periods when you cannot work, you must have been working in Covered Employment at the beginning of the period for which you wish to be credited.
Breaks-in-Service

If you are not Vested and you do not 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.

See the special transition rules on pages 15–16 for how a Break-in-Service is determined in the years 2000 and 2001.

For purposes of these Break-in-Service rules, Hours of Service under Program B will be combined with Hours of Service credited under any other program of benefits under this Fund, such as Program A or Program C. In addition, 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, will count toward preventing a Break-in-Service.

Protection from Break-in-Service

In certain circumstances, your absence from Covered Employment will be counted solely for the purpose of preventing you from incurring a Break-in-Service. You are protected from having a Break-in-Service in the following circumstances:

- You missed work in 1985 or later 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. In these circumstances, you will be treated as if you had earned up to 500 Hours of Service for each separate absence from work.

- You were on a leave of absence your employer was legally required to give you under the Federal Family and Medical Leave Act (commonly known as the “FMLA”), on or after August 3, 1993. In these circumstances, you will be treated as if you had earned the Hours of Service that you otherwise would have worked. You will be credited only to the extent required by the FMLA.

Special Transition Rules for Participants Who Worked in Covered Employment During 2000–2001

The Local 307 Plan (now “Program B”) determined all Service Credits and Vesting Service based on calendar years. Upon merger with this Plan, that 12-month period changed to the 12-month period that runs from July 1 to June 30. In order to make that transition without causing any Participant to lose credit, there are special transition rules for 2000 and 2001.

- In order to determine when you become a Participant (if you were not already a participant in the Local 307 Plan or the Fund before the merger), you would become eligible for participation upon completing 1,000 Hours of Service in any of the following periods:
  - the 12-month period beginning when you first entered Covered Employment, or
  - calendar year 2001, or
  - the period from July 1, 2001 to June 30, 2002.

- You ceased to be a Participant in Program B if you failed to complete 500 Hours of Service in calendar year 2000, unless you completed 500 Hours of Service during the period from July 1, 2000 to June 30, 2001, were a Pensioner, or were Vested.

- For Service Credits, your credits for calendar year 2000 were determined according to the first table on page 9. For the first six months of 2001, you accrued Service Credits according to that table up to a maximum of ½ Service Credit for the six-month period, but if you had more than 500 Hours of Service in that six months, the excess was credited to you for the Plan Year beginning July 1, 2001.
• For Vesting Service, if you were a Participant on September 1, 2000, you received a year of Vesting Service for each of the following periods in which you completed at least 1,000 Hours of Service:
  - calendar year 2000, and
  - the period from July 1, 2000 to June 30, 2001.

Reciprocity

The Trustees of the Fund have entered into reciprocity agreements with other pension funds covering Participants of this Fund, including the 32BJ North Pension Fund and the 32BJ/Broadway League Pension Fund. These reciprocity agreements may provide for recognition of Vesting Service and/or Service Credit in determining whether a Participant is Vested in this Plan or entitled to a type of pension (e.g., Vested 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 B offers four types of pensions based on combinations of 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,
• Vested 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 B offers to Participants:

<table>
<thead>
<tr>
<th>Type of Pension</th>
<th>Minimum Age</th>
<th>Minimum Service Credit</th>
<th>Additional Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Pension</td>
<td>65</td>
<td>25 Years</td>
<td>None</td>
</tr>
<tr>
<td>Regular Pension</td>
<td>62</td>
<td>25 Years</td>
<td>Continue working in Covered Employment until at least age 62 and, have earned credit for at least one Hour of Service under a collective bargaining agreement that requires the employer to contribute at a rate that pays for this benefit. See pages 17–20 for details.</td>
</tr>
<tr>
<td>Vested Pension</td>
<td>65 or your age on your fifth anniversary of Plan participation, whichever is later</td>
<td>None</td>
<td>Five years of Vesting Service</td>
</tr>
<tr>
<td>Early Retirement Pension</td>
<td>55</td>
<td>10 Years</td>
<td>None</td>
</tr>
<tr>
<td>Disability Pension</td>
<td>50</td>
<td>15 Years</td>
<td>Permanent and total disability (as evidenced by a Social Security Disability Notice of Award)* begins while working in Covered Employment.</td>
</tr>
</tbody>
</table>

* The Social Security Administration classifies your disability as total and permanent if it sets your review for continuing eligibility for payments no less frequently than once every seven years, but no more frequently than once every five years.

Regular Pension

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

You will also be entitled to a Regular Pension if you continued in Covered Employment until age 62 or older, you earned at least 25 years of Service Credit, and you had at least one Hour of Service at the rate in column A or column C of the table on the following page.
The amount of your **Regular Pension** will depend upon the benefit level that was in effect when you last worked in **Covered Employment** before retirement (subject to the special rule on page 22 for interruptions in **Covered Employment**).

---

### Table: Contribution Rate Effective Date

<table>
<thead>
<tr>
<th>Contribution Rate Effective Date</th>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monthly Regular Pension of $425.00/ Vested or Disability Pension of $17.00 for each year of Service Credit up to $425.00</td>
<td>Monthly Regular Pension of $1,000.00/ Vested or Disability Pension of $40.00 for each year of Service Credit up to $1,000.00</td>
<td>Monthly Regular Pension of $1,160.00/ Vested or Disability Pension of $46.40 for each year of Service Credit up to $1,160.00</td>
</tr>
<tr>
<td>**Monthly</td>
<td>Hourly</td>
<td>Monthly</td>
<td>Hourly</td>
</tr>
<tr>
<td>2011</td>
<td>$55.99</td>
<td>$0.37</td>
<td>$145.60</td>
</tr>
<tr>
<td>2012</td>
<td>$58.75</td>
<td>$0.39</td>
<td>$152.75</td>
</tr>
<tr>
<td>2013</td>
<td>$61.50</td>
<td>$0.41</td>
<td>$159.75</td>
</tr>
<tr>
<td>2014</td>
<td>$64.25</td>
<td>$0.42</td>
<td>$166.75</td>
</tr>
<tr>
<td>2015</td>
<td>$67.00</td>
<td>$0.44</td>
<td>$173.75</td>
</tr>
<tr>
<td>2016</td>
<td>$69.75</td>
<td>$0.46</td>
<td>$181.00</td>
</tr>
<tr>
<td>2017</td>
<td>$72.25</td>
<td>$0.48</td>
<td>$188.00</td>
</tr>
<tr>
<td>2018</td>
<td>$75.00</td>
<td>$0.49</td>
<td>$195.00</td>
</tr>
<tr>
<td>2019</td>
<td>$77.75</td>
<td>$0.51</td>
<td>$202.00</td>
</tr>
<tr>
<td>2020</td>
<td>$80.50</td>
<td>$0.53</td>
<td>$209.00</td>
</tr>
<tr>
<td>2021</td>
<td>$83.25</td>
<td>$0.55</td>
<td>$216.00</td>
</tr>
<tr>
<td>2022</td>
<td>$86.00</td>
<td>$0.57</td>
<td>$223.25</td>
</tr>
<tr>
<td>2023</td>
<td>$88.50</td>
<td>$0.58</td>
<td>$230.25</td>
</tr>
</tbody>
</table>

Here is an example of how the **Regular Pension** is calculated:

Robert **Retires** in 2018 at age 65 with 25 years of **Service Credit**. The amount of Robert’s pension is determined by multiplying the applicable monthly pension rate by the number of **Service Credits**, up to a maximum of 25. To find his applicable monthly pension rate, Robert should consult the table above for the rate that corresponds to the monthly or hourly contribution amount his employer was required to contribute on behalf of covered employees under the last collective bargaining agreement that covered his employment.

Here, Robert left **Covered Employment** after January 1, 2018 and his last **Covered Employment** was under a collective bargaining agreement requiring contributions of $75.00 per month/$.49 per hour. That rate appears in Column A, and it corresponds to the monthly pension rate of $425. Robert would be entitled to a monthly pension of $425.00 ($17.00 x 25 **Service Credits**).

Using the same age and **Service Credits**, if Robert worked under an agreement requiring contributions of $273.25 per month/$1.80 per hour, he would look to Column C. His monthly pension rate would be $1,160, and he would be entitled to a monthly pension of $1,160.00 ($46.40 x 25 **Service Credits**).

**Vested Pension**

You are entitled to **Retire** at age 65 with a **Vested Pension** if you have at least five years of **Vesting Service** or if you are working in **Covered Employment** when you reach age 65 or your fifth anniversary of participation, if later.

Your monthly benefit will depend upon how much **Service Credit** you have earned and the annual pension rate associated with the employer required contribution rate in effect under the last collective bargaining agreement that covered your employment. See the table on page 18.

**Early Retirement Pension**

You are entitled to **Retire** with an **Early Retirement Pension** once you have reached age 55 if you have earned at least ten **Service Credits**.

The amount of your **Early Retirement Pension** will be the amount of the **Regular Pension** or **Vested Pension** that you would be entitled to receive at age 65 based on:

- your **Service Credits**, and
- the annual pension rate associated with the employer required contribution rate in effect under the last collective bargaining agreement that covered your employment. See the table on page 18.
It will be 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 following table shows the percentage of the Regular Pension or Vested 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.

<table>
<thead>
<tr>
<th>Age at Retirement</th>
<th>In Years</th>
<th>In Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>.400</td>
<td>.405</td>
</tr>
<tr>
<td>56</td>
<td>.460</td>
<td>.465</td>
</tr>
<tr>
<td>57</td>
<td>.520</td>
<td>.525</td>
</tr>
<tr>
<td>58</td>
<td>.580</td>
<td>.585</td>
</tr>
<tr>
<td>59</td>
<td>.640</td>
<td>.645</td>
</tr>
<tr>
<td>60</td>
<td>.700</td>
<td>.705</td>
</tr>
<tr>
<td>61</td>
<td>.760</td>
<td>.765</td>
</tr>
<tr>
<td>62</td>
<td>.820</td>
<td>.825</td>
</tr>
<tr>
<td>63</td>
<td>.880</td>
<td>.885</td>
</tr>
<tr>
<td>64</td>
<td>.940</td>
<td>.945</td>
</tr>
</tbody>
</table>

Early Retirement Example

If you are eligible for a Vested Pension of $750.00 per month at age 65, and you Retire ten years early – at age 55 – you will receive 40% of what you would have received at age 65. Your Early Retirement Pension would be $300.00 per month ($750.00 x 0.400). 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 compared to how long you would receive it if you postponed retirement until your Normal Retirement Age of 65.

Disability Pension

You are eligible for a Disability Pension if you have 15 Service Credits, have reached age 50 and you become totally and permanently disabled while working in Covered Employment. There is a six-month waiting period between the date when you first stop working due to total and permanent disability and the date when your Disability Pension can begin. If the Pension Fund receives your application more than nine 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 Social Security Administration Disability Notice of Award showing that you are totally and permanently disabled and that your disability was found to have commenced while you were working in Covered Employment. The Social Security Administration classifies your disability as total and permanent if it sets your review for continuing eligibility for payments no less frequently than once every seven years, but no more frequently than once every five years.

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 35.

Alert:
You should contact Member Services if you become disabled and believe the disability could be total and permanent. While you need to apply to Social Security to qualify for the Disability Pension, applying immediately may provide for a retroactive pension payment for the period you are waiting for your Social Security determination. If you apply later than nine months following your last day worked, you will not qualify for a retroactive pension payment.

---

1 If 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, you may qualify for a Disability Pension if 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)).
Special Rule for Higher Benefit Amount

A special rule will determine whether you are entitled to a higher benefit level following an interruption in your Covered Employment. This rule will apply to Regular, Vested, Early Retirement, and Disability Pensions. Generally, if you leave Covered Employment after you are eligible for a pension under Program B, but before you commence pension payments, and you later return to Covered Employment, your benefit will be calculated in two parts:

- the amount of Service Credits you earned before your first termination of Covered Employment (based on the benefit level then in effect),
  plus
- the amount of Service Credits you earned after returning to Covered Employment (based on the benefit level then in effect).

If you return to Covered Employment and earn at least one-half of a Service Credit, the amount of your entire benefit will be calculated as if all Service Credits (including those that you earned before you first left Covered Employment) were earned at the benefit level in effect when you next terminate Covered Employment.

If you return to Covered Employment after you Retire, your benefit will be calculated in accordance with the rules described on pages 28–30 in the section Reemployment After Retirement.

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 23–28, based on your marital status and election at the time of your retirement:

- **Single Life Pension with 12 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 55)

- **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 of Trustees requires you to provide documentation establishing your relationship when you apply for your pension. If your documentation is inaccurate or misleading, the Board will recover any excess payments that have been made in reliance on that misinformation, and may reduce benefits payable to you or to any person on your behalf in order to recover those excess payments.
Single Life Pension with 12 Months Guaranteed

The Single Life Pension with 12 Months Guaranteed provides you with a monthly pension payment for your life. If you die before receiving at least 12 pension payments, the remaining guaranteed monthly payments will be paid to your Beneficiary. (See pages 42–43 for information on naming a Beneficiary and page 53 for the definition of Beneficiary.)

For example, if you die after receiving nine monthly payments, the remaining three payments will be made to your Beneficiary. If you live long enough to receive the 12 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 12 payments.

50% Joint and Survivor Pension

The 50% Joint and Survivor Pension provides you with a monthly payment as long as you live. And, after your death, it provides your Spouse (to whom you were married on your Annuity Starting Date) with half of the amount you were receiving. This amount will continue to be paid monthly 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, your monthly pension is a percentage of the full monthly amount otherwise payable as a Single Life Pension with 12 Months Guaranteed.

The percentage is 89.0% plus .4% for each full year your Spouse is older than you and minus .4% for each full year your Spouse is younger than you. For example, if your Spouse is two full years younger than you, your benefit would be 88.2% of the Single Life Pension with 12 Months Guaranteed. Different percentages apply if your pension is a Disability Pension.

Example of a 50% Joint and Survivor Pension (not a Disability Pension)

You Retire on a Regular Pension at age 65. At the time of your retirement, your Spouse is also age 65. The amount of your Regular Pension in the form of a Single Life Pension with 12 Months Guaranteed is $425.00. Under the 50% Joint and Survivor Pension, your monthly amount would be $379.00 (.89 x $425.00 = $378.25 rounded up to the next highest dollar). If you die before your Spouse, your Spouse would continue to collect 50% of the monthly benefit you were receiving, or $190.00 ($379.00 x .50 = $189.50 rounded up to the next highest dollar). This amount would continue each month for as long as your Spouse lives. After your Spouse dies, all pension payments stop.

If your Spouse had been younger or older than you, an additional adjustment would have been required to take into account the difference in your ages.

Note: The Spouse you were married to at the time you elected to start receiving your pension benefit is the only Spouse eligible to receive the survivor portion of the 50% Joint and Survivor Pension. Your Spouse must survive you in order to receive the survivor portion of the 50% 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. Even if you re-marry, your new Spouse will not receive a benefit if you die first.

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, it is a percentage of the full monthly amount otherwise payable as a Single Life Pension with 12 Months Guaranteed.

The percentage is 84.0% plus .5% for each full year your Spouse is older than you and minus .5% for each full year your Spouse is younger than you. For example, if your Spouse is two full years younger than you, your benefit would be 83% of the Single Life Pension with 12 Months Guaranteed. Different percentages apply if your pension is a Disability Pension.

Example of an Optional 75% Joint and Survivor Pension (not a Disability Pension)

You Retire on a Regular Pension at age 65. At the time of your retirement, your Spouse is also age 65. The amount of your Regular Pension in the form of a Single Life Pension with 12 Months Guaranteed is $425.00. Under the Optional 75% Joint and Survivor Pension, your monthly amount would be $357.00 (.84 x $425.00 = $357.00). If you die before your Spouse, your Spouse would continue to collect 75% of the monthly benefit you were receiving, or $268.00 ($357.00 x .75 = $267.75 rounded up to the next highest dollar). This amount would continue each month for as long as your Spouse lives. After your Spouse dies, all pension payments stop.

If your Spouse had been younger or older than you, an additional adjustment would have been required to take into account the difference in your ages.

Note: 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 rest of your life, and all Plan benefits will end upon your death.

The Form of Payment That Applies to You

If you are not married on your Annuity Starting Date, or are married and your Spouse cannot be located, your pension will be paid in the form of the Single Life Pension with 12 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 a 75% Joint and Survivor Pension or the Single Life Pension with 12 Months Guaranteed. If you elect the Single Life Pension with 12 Months Guaranteed, your Spouse must agree in writing. If you elect the Optional 75% Joint and Survivor Pension, your Spouse’s consent is not required.

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

Pre-retirement Death Benefits

If you are married: Your Spouse is automatically covered by a pre-retirement surviving spouse pension if:

- you are Vested (see pages 12–13 for information on Vesting); and
- you die before you start your pension (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.

If you are not married: If you are unmarried, eligible to receive a Regular, Vested or Early Retirement Pension, and die while working in Covered Employment before having filed an application for benefits, the Beneficiary of your life insurance benefit payable from the Building Service 32BJ Health Fund will receive the 12 monthly guaranteed payments that would have been payable had you elected the Single Life Pension with 12 Months Guaranteed. If you have not named a Beneficiary for the life insurance benefit, or your Beneficiary predeceases you, or is in any way involved in your death, the 12 monthly guaranteed payments will be paid to your Estate in a single lump sum payment.

If you are not married and you die before becoming eligible to receive either a Regular, Vested or Early Retirement Pension, no benefits will be payable to your Beneficiaries.

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 54 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. 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 considering 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.

If your pension is suspended and you Retire again after having earned at least three additional Service Credits, your benefit will be recalculated as if you had not previously Retired. Special rules apply if you Retire before earning at least three Service Credits. Contact Member Services for details.

If you Retire before your Normal Retirement Age, and return to work in Disqualifying Employment, your pension will be suspended. Any additional Service Credit you earn through reemployment prior to your Normal Retirement Age will have a separate Annuity Starting Date after you stop working in Disqualifying Employment. The separate Annuity Starting Date for these additional benefits will be at least 30 days after
the Fund advises you of the available payment options, unless the benefit is to be paid as a Joint and Survivor Pension at or after your Normal Retirement Age or you and your Spouse consent in writing to commence payments before the end of the 30 day period.

Any additional Service Credit you earn after Normal Retirement Age will be determined at the end of each calendar year and will be payable effective on the January 1 following the end of the calendar year in which you earned the additional Service Credit, provided payment of benefits is not suspended (that is, if you are not working 40 or more hours a month in Disqualifying Employment between your Normal Retirement Age and your Required Beginning Date.) Additional benefits will be paid in the payment form in effect as of the Annuity Starting Date most recently preceding the date the additional benefit became payable.

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 54) 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 1 following the calendar year you became age 70½, as indicated on pages 33–34, even if you are still working.

Your Disclosures to the Fund: Fraud

Everyone who makes an application for benefits from the Plan must furnish to the Fund all necessary information in writing as may be reasonably requested for the purpose of determining your (or your Beneficiary’s) right to a Plan benefit. Failure to comply with such requests promptly and in good faith will be sufficient grounds for delaying, denying or discontinuing payment of benefits. The Board will be the sole judge of the standard of proof required in any case.

The information you give to the Fund, including statements concerning your age and marital status, affects the determination of your benefits. If any of the information you provide is false, or if you commit an act of fraud, or make an intentional misrepresentation of material fact, you may be required to repay the Fund for benefit payments made in reliance on your false statements, fraud or misrepresentation. In addition, the Board may deny benefits to a person claiming to be your Spouse if you have stated that you were not married or that you were married to someone else, as the Board is entitled for all purposes to rely on your representation as to whether you are married and, if so, to whom.

At any time that a benefit has been paid by the Fund as a result of false statements, fraud or misrepresentation, the Fund may seek reimbursement, may elect to pursue the matter by pressing criminal charges and may take any other action deemed reasonable.

How to Apply for a Pension

Applications for all types of pensions may be obtained from Retirement Services at 25 West 18th Street, New York, New York 10011-4676. Applications for a Disability Pension contain two parts: a Disability Eligibility Verification Form and the Plan’s Pension Application.

When you are ready to Retire, call Member Services at 1-800-551-3225 at least four months before your last day of work to request an appointment with a Retirement Counselor. Your Retirement Counselor will send you a pension estimate and an application for pension benefits, and will review all the paperwork with you during your counseling appointment. You will be encouraged to bring your Spouse to the appointment.

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; or
- if your Spouse is deceased, your Spouse\'s death certificate; and
- if you have been divorced or legally separated, a copy of each divorce decree or separation decree or agreement.

If these documents are on file with the Fund Office, you will not need to resubmit them. Your Retirement Counselor will tell you which documents to bring.

Alert:
If you are married, Federal law requires the Fund to pay your benefit as a 50% Joint and Survivor Pension unless your Spouse consents to waive his or her right to this form of payment or you elect the Optional 75% Joint and Survivor 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 Internal Revenue Service (the "IRS"), such as you have been either legally separated from, or abandoned by, your Spouse and you have a court order to that effect.

After you receive the written explanation of your forms of payment and the blank application form, your Retirement Counselor will be glad to help you complete your pension application. You should submit your application as soon as possible after you complete it. The Retirement Services Department recommends you submit your application at least three months before the date you want your pension to start.

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 seven 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 1, unless you and your Spouse have waived the 30-day waiting period, in which case your Annuity Starting Date will be April 1. 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 to you from your Annuity Starting Date through the date on which your pension begins.

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 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 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.

In any event, you must start receiving your pension by the April 1 of the calendar year following the calendar year in which you reach age 70½, even if you are still working in Covered Employment. This is known as your Required Beginning Date. Failure to apply to start your pension by this date may result in you having to pay a penalty to the IRS equal to 50% of the amount of your payments that were not timely started.
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 23–28.) Otherwise, the Fund will begin paying your benefit on your Required Beginning Date in the form of a 50% Joint and Survivor Pension calculated on the assumption that you are married and that you are three years older than your Spouse. After the pension starts, only two changes are permissible. First, the Fund will change the payment option from a 50% Joint and Survivor Pension to the Single Life Pension with 12 Months Guaranteed if you prove you did not have a Spouse on your Annuity Starting Date. Second, the Fund will adjust the amount of the 50% Joint and Survivor Pension benefit going forward based on the actual age difference between you and your Spouse, if you provide proof of age for you and your Spouse. Any changes made based on the actual age difference between you and your Spouse will be made going forward, not retroactively.

The Fund will use reasonable efforts to contact and locate you in order to assist you with claiming your pension. If you do not contact the Fund within six months after the Fund has attempted to contact you, you will be deemed “lost”. If you are deemed “lost” and remain “lost” for two years, your unclaimed benefits will be forfeited. However, you have the right to claim payment of forfeited benefits. Previously forfeited benefits to which you are entitled will be paid to you without interest, but the benefit payment shall be reduced to the extent of any overpayment the Plan has made to another individual as a result of you having been deemed “lost”. See Loss of Pension Benefits on pages 36–37 for more information on the circumstances under which you could lose benefits under the Plan. It is important that you keep the Fund informed of any changes in address or other personal information.

Disability Pension benefits are payable beginning on the first day of the 7th month following your last day worked due to total and permanent disability, if you apply for those benefits within nine months after your last day worked. If the Fund receives your Disability Pension application more than nine months after your last day worked, your benefits will begin on the first of 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 to this Fund, you will receive only one pension under Program B, which is the pension program described in this booklet. If you earn Service Credit under Program B as well as under Program A or Program C 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.

If you earn Service Credit under Program B and another program of this Fund for work in different time periods, your benefits will be calculated separately for each Program. In addition, you will be provided with separate options on how you would like to receive your pension and you will receive two separate checks.

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 54) after retirement and have not reached your Required Beginning Date, your pension may be suspended. (Please see pages 28–30 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.
Alert:
If you are considering 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 Employment**.

**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 years of **Vesting Service** and you do not reach your **Normal Retirement Age** while still working in **Covered Employment**, your retirement benefit will be forfeited, as more fully described in the **Vesting Service Section** section of this SPD. (See **Vesting Service** on pages 12–13.)

2. If you are **Vested**, you will always 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**.

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

4. 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 47 for more information.)

5. Federal law permits payment of all, or a portion of, your benefit to another person, provided such payment is made pursuant to a **Qualified Domestic Relations Order** (“QDRO”) relating to child support, alimony or marital property rights payments. (See **Qualified Domestic Relations Orders** on page 44 for more information.)

6. 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. If the Trustees are unable to locate you in order to commence your benefit at your **Required Beginning Date**, you may be deemed "lost". If you are deemed "lost" after a period of two years, your unclaimed benefits will be forfeited.

7. 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.

8. See **Suspension of Pension Benefits** on pages 35–36 to determine if your reemployment or your continued employment after your **Normal Retirement Age** may cause your retirement benefit payments to be suspended.

9. 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**. (See **Overpayments** on pages 44–45 for more information.)
Compliance with Federal Law

The Plan is governed by regulations and rulings of the IRS, 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, Vested 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 in writing within the initial 90-day period of those special circumstances and the date by which you can expect a decision on your application.

Special Rules for Disability Pension Claims

The Building Service 32BJ Benefit Funds has a two-step process for applying for disability benefits from the Funds.

In the first step, you are asked to submit a Disability Eligibility Verification Form and proof of your disability (generally a Social Security Administration Disability Notice of Award). To get a copy of the Disability Eligibility Verification Form, contact Member Services. You should submit this form as soon as possible after your disability begins for the reasons explained on page 21. Your Disability Eligibility Verification Form will be reviewed by the Funds’ Department of Eligibility to determine whether you meet the eligibility requirements for a Disability Pension as described on page 21 under the section Disability Pension. 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 on page 38 under the section The Plan's Decision on Your Application.

A decision on your eligibility will be provided within 45 days of receipt of your application. If an extension of time is necessary for processing (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.

2 If you are not eligible for Social Security disability benefits for reasons unrelated to your medical or mental condition (see footnote 1 on page 21), and your application for a Disability Pension is based on medical information, the Plan's notice of its decision on your application will include all of the information described in The Plan's Decision on Your Application, plus additional discussion of all medical evidence, standards, guidelines, and protocols that the Plan has received or used in the consideration of your application. That notice will also be provided in a cultural and linguistically appropriate manner, as required by government regulations.
In the second step, if you are determined to be eligible for a Disability Pension, you will be asked to submit a pension application. The forms you need will be enclosed with the notice that you have been found eligible.

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 first 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. Your appeal must be received within 180 days from the date of the determination notice.

Appeals to the Board of Trustees must be mailed to:

Board of Trustees’ Appeals Committee
Building Service 32BJ Pension Fund
25 West 18th Street
New York, New York 10011-4676

Your appeal should state clearly the reasons for your disagreement with the decision regarding your pension and 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.

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 five days after the decision is made. If your appeal is denied, the written notice will include all of the information described on page 38 under 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 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.

If your application for a Disability Pension is based on medical evidence other than a Social Security award, as described in footnote 1 on page 22, the Plan will also send you a description of any new evidence or new rationale so that you will have a reasonable opportunity to respond to it before the Appeals Committee makes a decision on your appeal. The Plan’s notice to you of the Appeals Committee decision will be provided in a cultural and linguistically appropriate manner, as required by government regulations.
Naming a Beneficiary

At retirement, if you are single, you may designate any person or persons as Beneficiary(ies) to receive the Single Life Pension with 12 Months Guaranteed. You must use the appropriate Designation of Beneficiary Form that is provided with your pension application.

If you are married and you reject the 50% Joint and Survivor Pension (with spousal consent), you will need your Spouse's consent to name a Beneficiary other than your Spouse. Future changes in Beneficiary require consent from the Spouse to whom you were married at the time you waived your right to the 50% Joint and Survivor Pension. 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 benefits due under the 12-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% Joint and Survivor Pension or Optional 75% Joint and Survivor Pension is your 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”) as defined on page 44 and page 55. Divorce or remarriage after retirement will not change your Beneficiary.

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 your pension begins, 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 (“Health Fund”), unless you are eligible to receive life insurance coverage from the 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, by telephone or go to www.32bjfunds.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 Spouse, if living,
2) your living children, equally,
3) your living parents, equally, and
4) if none of the above, to your estate.

The 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 Health Fund SPD. 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 the Realty Advisory Board on Labor Relations, Inc. (the "RAB"), or various independent employers, and 32BJ SEIU. These collective bargaining agreements provide that employers contribute to the Fund on behalf of each covered employee on the basis of either a fixed rate per hour or per week. Employers who are parties to such collective bargaining agreements may also participate in the Fund on behalf of non-collectively bargained employees by signing a participation agreement. Certain other employers (such as 32BJ SEIU itself, the 32BJ Benefit Funds and the RAB) that have a participation agreement with the Fund may also participate in the Fund. The Compliance Office will provide you, upon
written request, with information as to whether a particular employer is contributing to the Fund 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 the following paragraph for more information.)

**Qualified Domestic Relations Orders**

The Plan is required by law to follow the terms of a 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.

**Overpayments**

If, for any reason, the Plan should pay you or your Beneficiary (including your surviving Spouse) 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. That authority includes:

- The right to reduce benefits payable in the future to the person who received the overpayment;
- The right to reduce benefits payable to any Beneficiary (including a surviving Spouse) of a Participant who received an overpayment; and
- The right to initiate legal action to recover the overpayment from any person or estate that received it.

If the Board of Trustees determines that the overpayment was the result of fraud or deceit on the part of a Participant or a Beneficiary, for example, a Beneficiary fails to timely notify the Fund of the death of a Participant, the Fund shall offset 100% of any benefit payable to such Beneficiary until such overpayment is recouped with interest and costs.

**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 13.)

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 (as defined on page 56) 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 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, Beneficiary(ies) 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
25 West 18th Street
New York, New York 10011-4676

Plan Amendment or Termination

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

Federal Insurance

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (the “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 due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer plan 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 five years at the earlier of (i) the date the Plan terminates, or (ii) the time the Plan becomes insolvent; (3) benefits that are not Vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC Customer Contact Center, P.O. Box 151750, Alexandria, VA 22315-1750, or call 1-800-400-7242. 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:

Receive Information about the Plan and benefits under the Plan

- 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 to the Compliance 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 Plan’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 Plan.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a 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 40–41, and you may not file a lawsuit more than three years after your appeal is decided, as described on page 41. 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.

**Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of 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](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. Participants are not permitted to make contributions. 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 Board of Trustees may be contacted at:

- **Board of Trustees**
  - Building Service 32BJ Pension Fund
  - 25 West 18th Street
  - New York, New York 10011-4676

**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
Building Service 32BJ Benefit Funds
25 West 18th Street
New York, New York 10011-4676
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 B 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 explains usage of these terms, including any special rules and exceptions that may be relevant to you.

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 prior to achieving Vested status.

Contributing Employer means an employer required to make contributions to the Fund for benefits under Program B of 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 Program A or Program C of the Fund (see pages 6–7), which are described in separate booklets.
Disability Pension means the pension benefit available to a Participant who became totally and permanently disabled (as described on page 21) while working in Covered Employment, who has at least 15 years of Service Credit and who has reached age 50.

Disqualifying Employment means any category of work in the building service industry, either:

(i) within the geographical area defined by Nassau and Suffolk Counties, whether or not for a Contributing Employer;
(ii) for a Contributing Employer, regardless of location, but not outside the jurisdiction of the Union; or
(iii) for an employer that previously was a Contributing Employer, or in a building for which any employer previously made contributions, but not outside the jurisdiction of the Union.

Disqualifying Employment will NOT include:
(i) window cleaning work by an individual who was a Participant in this Plan on June 30, 2008; or
(ii) work for which contributions are required to be made to the Fund for benefits under Program C.

Early Retirement Pension means the pension benefit that is available to a Participant who has reached age 55 and has at least ten years of Service Credit. (See pages 19–20.)

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. This pension provides you with an adjusted monthly amount and, after your death, provides your Spouse a survivor pension equal to 50% of the adjusted monthly amount. (See pages 24–25.)

Fund means the Building Service 32BJ Pension Fund.

Hours of Service means all hours of compensated work in Covered Employment, or compensated vacations, holidays, or leave from Covered Employment. It also includes:

- periods of disability for which you receive accident and sickness benefits according to New York or New Jersey Workers’ Compensation benefits (up to six months), New York State Disability Law, or New Jersey Temporary Disability Law; 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.

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

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 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% Joint and Survivor Pension. (See pages 25–26.)

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 7–8 for more detailed work requirements.) A Pensioner is also a Participant.

Past Service Credit means Service Credit which may be provided to a Participant for work for an employer prior to that employer becoming party to a collective bargaining agreement. (Please see pages 10–12 for more details.)

Pensioner means a person receiving a pension from the Plan, a person who would be receiving a pension from the Plan but is not, because of administrative processing after his Annuity Starting Date, or a person who was receiving a pension from the Plan but who is not, because his pension has been suspended due to his return to Disqualifying Employment.

Plan or Program B means Program B 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.
Regular Pension means the pension benefit available to Participants who have 25 years of Service Credit and have reached age 65. It also means the pension benefit available to Participants who have reached age 62 while working in Covered Employment, who have 25 years of Service Credit, and who have earned credit for at least one Hour of Service under a collective bargaining agreement that requires the employer to contribute at a rate that pays for this benefit. (See pages 17–19.)

Required Beginning Date means the April 1 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 before or during the withdrawal.

Service Credit means credit that is used to compute your pension benefit, as described on pages 8–12, consisting of work in Covered Employment (based on current employment) and Past Service Credit.

Single Life Pension with 12 Months Guaranteed means the form of pension benefit paid to you if, on your Annuity Starting Date, you are either unmarried or obtain your Spouse’s waiver of the 50% Joint and Survivor 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 12 monthly payments, your Beneficiary will receive the balance of these 12 payments.

Spouse means the person to whom you are married (or a former Spouse to the extent provided in a Qualified Domestic Relations Order.) For purposes of a Joint and Survivor Pension, it means only the Spouse to whom you were married on your Annuity Starting Date or a Spouse awarded a survivor pension in a QDRO.

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 32BJ SEIU.

Vested means having reached Normal Retirement Age while you are working in Covered Employment, or having accumulated five years of Vesting Service. Once you are Vested, your benefit will be generally 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 36–37 for more information on loss of benefits.)

Vested 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.

Vesting Service means a period of service (measured in years) used to determine when you are Vested.
This page left intentionally blank.
Contact Information – Member Services

For information about the Building Service 32BJ Pension Fund – Program B, call Member Services at 1-800-551-3225, log on to www.32bjfunds.org or write to Member Services at:

Member Services
Building Service 32BJ Pension Fund – Program B
25 West 18th Street
New York, NY 10011-4676
Summary of Material Modifications
Building Service 32BJ Pension Fund
Pension Plan, Program B

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 B dated July 1, 2018. 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.

Appointment of Union Trustee Page 1: Effective December 8, 2022, Elizabeth Baker has been appointed Union Trustee. Her information is as follows:

Elizabeth Baker
Director of Bargaining and Employer Relations – N.Y. Metro
32BJ SEIU
25 West 18th Street
New York, NY 10011-1991

Change in Union Trustee Title Page 1: Effective December 8, 2022, John Santos’ title is changed from Vice President to Secretary-Treasurer.

Change in Union Trustee Title Page 1: Effective December 7, 2022, Manny Pastreich’s title is changed from Secretary-Treasurer to President.

Resignation of Union Trustee Page 1: Effective November 30, 2022, Kyle E. Bragg has resigned as Union Trustee. His information is deleted in its entirety.

Appointment of Employer Trustee Page 1: Effective April 19, 2021, Jeffrey Brodsky has been appointed employer trustee. He replaces Charles C. Dorego whose information is deleted in its entirety and is replaced with the following:

Jeffrey Brodsky
Related Companies
30 Hudson Yards
New York, NY 10001

Change in Union Trustee Titles and Contact Information Page 1: Effective January 13, 2021, Larry Engelstein’s title and contact information is deleted in its entirety and replaced with the following:

c/o 32BJ SEIU
25 W. 18th Street
New York, NY 10011-1991
In addition, Manny Pastreich’s title and contact information is deleted in its entirety and replaced with the following:

Secretary-Treasurer
32BJ SEIU
25 W. 18th Street
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective October 7, 2019, Manny Pastreich has been appointed as Union Trustee and his contact information is added as follows:

Manny Pastreich
Director, Collective Bargaining & Employer Relations
32BJ SEIU
1025 Vermont Avenue NW
7th Floor
Washington, DC 20005-3577

Appointment of Union Trustee Page 1: Effective October 7, 2019, John Santos has been appointed as Union Trustee and his contact information is added as follows:

John Santos
Vice President
32BJ SEIU
25 West 18th Street
New York, NY 10011-1991

Change in Union Trustee’s Title Page 1: Effective August 1, 2019, Larry Engelstein’s title is deleted in its entirety and replaced with Secretary-Treasurer/Executive Vice President.

Appointment of Union Trustee Page 1: Effective July 15, 2019, Kyle Bragg’s name and title are deleted in their entirety and replaced with Kyle E. Bragg, President. In addition, Hector J. Figueroa is removed as Union Trustee and his information is deleted in its entirety.

Resignation of Union Trustee Page 1: Effective April 12, 2019, Kevin J. Doyle resigned as Union Trustee. His contact information is deleted in its entirety.

Change in Employer Trustee’s Address Page 1: Effective January 1, 2019, Howard I. Rothschild’s address has been changed to Realty Advisory Board on Labor Relations, Inc., One Penn Plaza, New York, NY 10119-2109.

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.