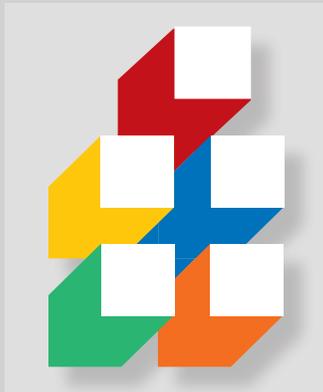




Massachusetts Service Employees' Pension Fund



Summary Plan Description

June 1, 2021

Translation Notice

This booklet contains a summary in English of your rights and benefits under the Massachusetts Service Employees' Pension Fund. If you have difficulty understanding any part of this booklet, contact Member Services at 617-399-4616 from for assistance or write to:

Member Services
Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor
Boston, MA 02111

The office hours are from 9:00 a.m. to 5 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 Massachusetts Service Employees' Pension Fund. Si tiene alguna dificultad para entender cualquier parte de este folleto, llame al Centro de servicios para afiliados al 617-399-4616, o escriba a la dirección siguiente:

Member Services
Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor
Boston, MA 02111

El horario de atención es de 9:00 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 Massachusetts Service Employees' Pension Fund. W przypadku jakichkolwiek trudności ze zrozumieniem dowolnej części broszury, prosimy skontaktować się z Centrum obsługi członków pod numerem telefonu 617-399-4616 lub pisemnie na adres:

Member Services
Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor
Boston, MA 02111

Biuro czynne jest w godzinach od 9:00 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 Massachusetts Service Employees' Pension Fund. Nëse keni vështirësi për të kuptuar ndonjë pjesë të kësaj broshure, kontaktoni Shërbimin e Anëtarit në numrin 617-399-4616 për ndihmë ose mund të shkruani tek:

Member Services
Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor
Boston, MA 02111

Orari zyrtar është nga ora 9:00 deri më 17:00, nga e hëna deri të premten. Gjithashtu, ju mund të vizitoni faqen e Internetit www.32bjfunds.org.

Massachusetts Service Employees' Pension Plan

26 West Street, 3rd Floor, Boston, MA 02111
Telephone: 617-399-4616

The Massachusetts Service Employees' Pension Plan is administered, and the underlying Massachusetts Service Employees' Pension Fund is overseen, by a joint Board of Trustees consisting of Union Trustees and Employer Trustees with equal voting power. The Board of Trustees has engaged a Fund Administrator to manage the Plan's day-to-day operations.

Union Trustees

Mr. Raul Garcia
SEIU Local 32BJ
26 West Street, 5th Floor
Boston, MA 02111

Ms. Roxana Rivera
SEIU Local 32BJ
26 West Street, 3rd Floor
Boston, MA 02111

Employer Trustees

Mr. James Canavan
C&W Services
200 Broadacres Drive
Bloomfield, NJ 07003

Mr. Vince Wong
Janitronics, Inc.
29 Sawyer Road
Waltham, MA 02453

Actuary

CBIZ Retirement Plan Services
233 Needham Street
Newton, MA 02464

Auditor

Withum Smith + Brown, PC
4600 East-West Highway, Suite 900
Bethesda, MD 20814

Investment Consultant

Meketa Investment Group
80 University Avenue
Westwood, MA 02090

Attorneys

Segal Roitman, LLP
33 Harrison Avenue, 7th Floor
Boston, MA 02111

Fund Administrator

Building Service 32BJ Health Fund
25 West 18th Street
New York, NY 10011

Contents

	Page		Page
Overview	5	Normal Forms of Payment	30
A Tip about Terms	5	What If I Don't Make a Choice?	31
Important Note about this Summary Plan Description.....	7	50% Joint and Survivor Pop-Up Pension (Normal Form of Payment for Married Participants)	32
Eligibility, Enrollment, and Cost	7	Your Spouse Must also Waive the Normal Form of Payment	33
Who Is Eligible	7	Life-Only Pension (Normal Form Of Payment For Single Participants)	33
An Example	8	Optional Forms of Payment	34
Counting Your Service.....	8	100% Joint and Survivor Pension (Available for Both Married and Single Participants)	34
Cost Of The Plan.....	11	75% Joint and Survivor Pension (Available for Both Married and Single Participants)	35
When You Can Retire	11	50% Joint and Survivor Pension (Available for Both Married and Single Participants)	35
Normal Retirement	12	Comparison Between the Joint and Survivor Benefit Forms	36
Eligibility.....	12	10-Year Certain and Life Pension (Available for Both Married and Single Participants)	37
Amount.....	12	If You Work after your Pension Begins	38
When The Pension Begins	12	Suspension of Benefits	38
Early Retirement.....	13	Participating in the Plan Again	39
Eligibility.....	13	When You Must Start Collecting Your Pension	39
Amount.....	13	What Happens if You Postpone Your Pension	40
When The Pension Begins	13	A Word About Taxes.....	41
Late Retirement	13	Preretirement Survivor Pension for Married Members	42
Disability Pension.....	14	Preretirement Survivor Pension for Single Members	43
Eligibility.....	14	Qualified Domestic Relations Orders ("QDROs")	44
Amount.....	15	Applying for Benefits	44
When the Pension Begins	15	If Your Application for Benefits Is Denied	45
How Your Pension Is Calculated	15	Information Provided in a Claim Denial	46
Benefit Rates	16	Review of Plan's Decision	47
Additional Benefit Rates for Certain Service.....	17	Limitations on Time to Bring a Claim	48
Benefit Service	20	Other Important Information	49
Vesting	21	Administering the Plan.	49
Normal Retirement Pension.....	22	Type of Plan.....	49
An Example	22	Plan Document(s) and Collective Bargaining Agreement(s).....	50
An Example of a Normal Retirement Pension For A Member who Was Assigned Work at Harvard University	23	Source of Funds	50
Early Retirement Pension	25	Method for Accumulating Plan Assets	50
An Example.....	26	Plan Records	50
Late Retirement Pension.....	27		
Disability Pension.....	27		
An Example.....	29		
How Your Pension Will Be Paid	30		

	Page
Plan Insurance.....	51
Interpreting the Plan	52
Future of the Plan.	53
Amending, Modifying, or Terminating the Plan.....	53
General Rules	54
Nonassignment of Benefits	54
Incapacity.	54
Information and Proof/Overpayment of Benefits.	54
Loss of Benefits Due to Violence or Crime.....	55
Severability	56
Construction of Terms.....	56
Applicable Law.....	56
No Vested Interest	56
Your Rights under ERISA	57
Receive Information about Your Plan Benefits.....	57
Prudent Action by Plan Fiduciaries.....	58
Enforce Your Rights.....	58
Get Answers to Your Questions	59
Important Names, Numbers, and Other Information.	59
Plan Sponsor	59
Plan Year.....	60
Plan Administrator.....	60
Fund Administrator.....	60
Agent for Service of Legal Process.....	60
Legal Counsel	60
Consultants and Actuaries.....	60
Independent Auditor.....	60
Important Reminder on Keeping Plan Records Up to Date.....	61
Glossary of Terms	62
Contact Information	Inside Back Cover

Overview

The Board of Trustees of the Massachusetts Service Employees’ Pension Fund (the “Plan” or the “Fund”) has retained the Building Service 32BJ Health Fund as the independent third-party administrator (“Fund Administrator”) to assist with the daily administrative functions of the Plan. The Fund Administrator has Member Service representatives available to assist you with questions you may have about your eligibility for and the benefits described in this booklet. You can either call a representative Monday through Friday between the hours of 9:00 am and 5:00 pm at 617-399-4616 or visit the Fund Office, which is located at 26 West Street, 3rd Floor, Boston, MA 02111, Monday through Friday between the hours of 9:00 am and 5:00 pm.

The primary purpose of this Summary Plan Description (“SPD” or “booklet”) is to provide you with a general explanation, in nontechnical terms, of the most important features of the Plan. It’s important that you understand how the Plan works. Therefore, we urge you to read this booklet carefully.

Please understand that no general explanation can give you all the details of the Plan, and your full rights can be determined only by referring to the full text of the Plan document. Since the provisions of this Plan may also apply to members of your immediate family, we encourage you to read this booklet with them so that they are aware of your pension benefit, as well as any survivor benefit to which they may be entitled. If you lose this booklet, you may request another copy from the Fund Administrator.

Every effort has been made to provide you with a clear description of the Plan in plain, everyday language. However, certain words and phrases may seem technical to you. If you still have questions after reading this booklet, please contact Member Services.

A Tip about Terms

A Glossary of Terms appears at the end of this SPD. The terms defined in the Glossary are capitalized and *italicized* the first time they appear in the text of this document and, thereafter, capitalized throughout the remainder of this document.

Below is a brief overview of the Plan's key features:

Brief Overview of Key Features of the Plan	
Employer-Paid Contributions	The <i>Contributing Employers</i> pay the entire cost of your participation in the Plan and have agreed in a <i>Collective Bargaining Agreement</i> to make contributions to the Plan on behalf of their covered employees who perform bargaining unit work.
Your Pension Benefit	The amount of your monthly pension benefit is determined upon your retirement by multiplying the number of <i>Years of Benefit Service</i> you earn over your career by a specific dollar amount.
Eligibility	<p>You become eligible to participate in the Plan after completing the required <i>Hours of Service</i> during a 12-month <i>Computation Period</i> working for a Contributing Employer.</p> <p>If you work for a Contributing Employer and are assigned work at Harvard University, and you do not satisfy the hours requirement above, you will alternatively become eligible to participate in the Plan if you work more than 20 Hours of Service a week, excluding overtime.</p> <p>If you work for a Contributing Employer and were assigned work at Providence College as of May 1, 2013, you will become eligible to participate in the Plan after completing one Hour of Service thereafter.</p>
Vesting	You vest in your pension benefit all at once after completing five years of <i>Vesting Service</i> .
Benefit Payments	You may choose from an assortment of monthly annuities at the time you retire.

The Plan is provided to you under a Collective Bargaining Agreement.

The Plan is operated by the Board of Trustees (sometimes referred to as the "Trustees"). Two of the Trustees are appointed by SEIU Local 32BJ and the two other Trustees are appointed by the Maintenance Contractors of New England Employers' Association ("Employers' Association"). Trustee names may be found on page 1. The Fund Administrator is responsible for managing the day-to-day operations of the Plan. The Board of Trustees may amend or terminate the Plan (in whole or in part) at any time and for any reason.

Important Note about this Summary Plan Description

Because no general explanation can give you all of the details of the Plan, this SPD does not change, interpret, or take the place of the Plan documents (including the Trust Agreement and the Collective Bargaining Agreement(s), or other applicable agreement(s)). The Plan documents provide all of the rules and regulations of the Plan. This SPD itself has no legal effect and, in the event that there is a conflict between this SPD and the Plan documents, the Plan documents will govern. Accordingly, nothing in this SPD will modify or change the Plan documents.

Please be aware that neither this booklet nor the Plan is a contract of employment; they neither guarantee employment with a Contributing Employer nor diminish in any way the right of a Contributing Employer to terminate an employee's employment in any *Covered Job* or *Non-covered Job*.

This SPD generally describes the provisions of the Plan as of June 1, 2021, and thereafter, and it is applicable to benefits that have not yet begun to be paid by that date. We note that future amendments to the Plan are possible. Generally speaking, the pension benefits to which you are entitled are determined under the terms of the Plan in effect when you retire (or otherwise terminate *Covered Employment*), unless otherwise required by law.

Please contact the Fund Administrator to request copies of the SPD, the Plan document, the Trust Agreement, or your Collective Bargaining Agreement, or if you have any questions regarding your Plan benefits.

Eligibility, Enrollment, and Cost

Who Is Eligible

You are covered under the Plan if you work in a *Covered Job* for an employer that contributes to the Plan according to the terms of its Collective Bargaining Agreement, and you meet the eligibility requirements to become a Plan *Participant*. Supervisory and management employees are not eligible to participate in the Plan, in accordance with the Collective Bargaining Agreement between the Union and the Employers' Association.

You will become a Plan Participant on the date on which you complete 1,000 Hours of Service during a *Computation Period*, the 12-month period used for measuring your service under the Plan. Starting January 1, 1991, this is the calendar year ending December 31. Prior to 1991, the *Computation*

Period ran from September 1 to August 31. The period September 1, 1990 to December 31, 1990 was a short Computation Period. (See “Counting Your Service” on pages 8–11.)

The 1,000 Hours of Service include any hour for which you are paid by or entitled to receive pay from any company in the Employers’ Association or any other company that accepts the terms of the Collective Bargaining Agreement, while you are represented by the Union for collective bargaining purposes. Hours of Service include hours you are paid for vacation, holiday, illness, disability, jury or military duty, or paid leave of absence, in addition to hours you actually work. You will not receive more than 501 Hours of Service for any Computation Year during which you did not actually work.

If you work for a Contributing Employer and are assigned work at Harvard University, but do not meet the hours requirement above, you will alternatively become a Plan Participant if you work more than 20 hours per week, excluding overtime.

If you were employed as an employee in the Providence College bargaining unit on May 1, 2013, you became a Plan Participant after one Hour of Service thereafter.

An Example

Let’s say you start work at a Covered Job in April 2021. By November 30, 2021, you have worked 1,000 hours. Since you have worked more than 1,000 hours, you will join the Plan (as a Participant) on November 30, 2021.

The Plan Year. The Plan Year is January 1 to December 31 of every year. So, January 1 marks the beginning of a Plan Year and December 31 marks the end.

Counting Your Service

Under the Plan, the Hours of Service you earn on the job are used for three main purposes:

1. To determine when you are eligible to begin participating (as described on pages 7–8).
2. To determine the number of your Years of Benefit Service. Years of Benefit Service are used in determining when you are eligible to retire and

in calculating the amount of your pension (see “How Your Pension Is Calculated” on pages 15–30 for more details about Years of Benefit Service).

3. To determine the amount of your Vesting Service. Vesting Service is used in determining when you become *Vested* in your pension benefit (i.e., when your right to receive a pension becomes nonforfeitable). (See “Vesting” on page 21 for more details.)

The number of Years of Benefit Service and Vesting Service depends on your Hours of Service. You earn Hours of Service in several ways:

- You earn one Hour of Service for purposes of both Benefit Service and Vesting Service for each hour you are paid or entitled to be paid for work in a Covered Job. Hours of Service will be credited to the Computation Period in which you actually performed such work.
- You can receive up to 501 Hours of Service for other time for which you are paid (or entitled to be paid) but are unable to work, such as leave of absence on account of pregnancy or the birth or adoption of your child, disability, layoff, military duty, or jury duty. You don’t receive Hours of Service for time that you are compensated under a workers’ compensation, unemployment compensation, or mandatory disability benefits law.
- Under federal law, you have additional rights (including the right to receive Vesting Service and Benefit Service) as a result of a period of uniformed services in the United States Armed Forces, provided you meet certain legal requirements, including the requirement that your discharge is honorable and that you return to Covered Employment within the time period required by law. Regardless of whether the law entitles you to this benefit, if you leave Covered Employment to enter active service in the United States Armed Forces, your period of military service (up to five years) will not count toward a *Break-in-Service* (described below and on pages 10–11).

If you return to (or make yourself available for) Covered Employment within 90 days after your discharge from military service, you will be credited with up to five years of Vesting Service. You may also be entitled to additional benefits if you die while in military service on or after January 1, 2007. Please contact the Fund Administrator before starting

your military service so that you can better understand your rights under federal law. You should also be sure to contact the Fund Administrator right away upon your return from military service.

If you are rehired in Covered Employment, you will rejoin the Plan as an active Participant and begin earning Benefit Service and Vesting Service as described below:

- *If you come back before you have a one-year Break-in-Service, you will rejoin the Plan immediately.*
- *If you have a one-year Break-in-Service, but return to employment before you have a permanent Break-in-Service, you will rejoin the Plan immediately.*
- *If you return to work after a permanent Break-in-Service, you must meet the eligibility requirements all over again before you can rejoin the Plan. You will begin participating in the Plan on the date you complete 1,000 Hours of Service during a Computation Period).*

You may be able to keep the Years of Benefit Service and Vesting Service you earned before the break, depending on how much Vesting Service you had earned before the break and how many consecutive one-year Breaks-in-Service you had.

- *If you had less than five years of Vesting Service before the Break-in-Service, you will lose all of your prior Vesting Service and Years of Benefit Service.*
 - *If your Break-in-Service lasts five or more years, the loss of your prior Vesting Service and Benefit Service will be permanent. If you later return to Covered Employment, you will have to start earning benefits under the Plan all over again.*
 - *If you return to Covered Employment before your Break-in-Service becomes permanent, you may reinstate your prior Vesting Service and Benefit Service by completing 1,000 or more Hours of Service in a Computation Period.*
- *If you had five or more years of Vesting Service before the Break-in-Service, you will retain your prior Vesting Service and Benefit Service.*

In some cases, you may receive credit for enough Hours of Service to allow you to avoid a Break-in-Service when you are not working, though these Hours of Service will not count toward your Vesting Service or Benefit Service.

- *If you leave a Covered Job for qualified U.S. active military service, the period of such military service for up to five years (or such longer period as required under applicable law) will not count toward a Break-in-Service.*
- *Certain periods of leave from Covered Employment due to a pregnancy, giving birth to or adopting a child, or caring for your child immediately after the birth or adoption, and/or certain periods during which you are absent from Covered Employment on a leave required to be provided under the Family and Medical Leave Act of 1993 will not count toward a Break-in-Service, to the extent required by law.*

In these special circumstances, you will get credit for the hours you normally would have been credited if you were not on leave (or eight hours per day, if the actual hours can't be determined), up to a maximum of 501 hours in the Plan Year your leave begins or the next Plan Year. However, you will only be credited with the number of hours you need to prevent a Break-in-Service, and these hours will not count towards your Vesting Service or Benefit of Service.

Cost Of the Plan

Your employer pays the full cost of your pension benefit and makes all contributions to the Plan on your behalf. The amount your employer contributes is set by the terms of your Collective Bargaining Agreement. All contributions are held in a trust fund under the terms of the Trust Agreement.

Only your employer may make contributions to the Plan. You are not required (nor are you permitted) to make any contributions on your own. In addition, you may not roll over any amount from another qualified retirement plan into the Plan.

When You Can Retire

You can receive your pension benefit upon taking normal, early, or late retirement. The Plan also pays a benefit if you become totally and permanently disabled.

To Be Retired

- **Before Age 70½:** You must terminate your Covered Employment to begin receiving your pension before April 1 of the year after the year you reach age 70½.
- **After Age 70½:** You do not have to terminate employment with your employer to begin receiving your pension on or after April 1 following the year you reach age 70½.

Normal Retirement

Eligibility

You are eligible to receive an unreduced *Normal Retirement Pension* once you have reached your *Normal Retirement Age*. You may begin collecting this benefit on your *Normal Retirement Date*—that is the first day of the month coinciding with or next following the month in which you reach your Normal Retirement Age. (If you reach Normal Retirement Age on the first day of a month, you may begin collecting your pension that very day.) You must apply for your Normal Retirement Pension. You can request a pension application from Member Services at 617-399-4616.

Your Normal Retirement Age under the Plan is age 65 or, if later, the fifth anniversary of the beginning of the Plan Year in which you became a Participant. Every Participant who retires on or after reaching Normal Retirement Age will receive a Normal Retirement Pension. The pension of a Participant who retires after Normal Retirement Age will be adjusted for Late Retirement as described on pages 13–14.

Amount

If you qualify for a Normal Retirement Pension, the amount of your pension benefit is determined as described under “How Your Pension Is Calculated” on pages 15–30 and, more specifically, the example on pages 22–23.

When The Pension Begins

Before your Normal Retirement Pension begins, you have the right to have at least 30 days to review the written Explanation of Pension Benefit and Relative Value Notice that are included with your pension application. You

may agree, with the consent of your *Spouse* if you are married, to waive this waiting period and begin your Pension benefit sooner. If the 30-day period is waived, your Normal Retirement Pension will begin on the first of the month following the Fund Administrator’s receipt of your completed pension application but not less than seven days after the Explanation of Pension Benefit and Relative Value Notice are provided to you.

Early Retirement

Eligibility

If you have attained age 55, and you have been credited with at least five Years of Benefit Service and have completed at least five years of Vesting Service you are eligible for an *Early Retirement Pension*. You may begin collecting this benefit on the first day of any month after meeting the eligibility requirements, terminating employment with your employer, and applying for benefits.

Amount

If you qualify for an Early Retirement Pension, the amount of your pension benefit is determined as described under “How Your Pension Is Calculated” on pages 15–30, and more specifically the example on pages 25–26.

When The Pension Begins

Before your Early Retirement Pension begins, you have the right to have at least 30 days to review the written Explanation of Pension Benefit and Relative Value Notice that are included with your pension application. You may agree, with the consent of your *Spouse* if you are married, to waive this waiting period and begin your Pension benefit sooner. If the 30-day period is waived, your Early Retirement Pension will begin on the first of the month following the Fund Administrator’s receipt of your completed pension application but not less than seven days after the Explanation of Pension Benefit and Relative Value Notice are provided to you.

Late Retirement

You can keep working after your Normal Retirement Age (typically 65) and retire the first day of any month after that. Your Pension must increase by at least a certain percentage for years that payments are delayed beyond your Normal Retirement Age. Below are the percentage increases that would apply

if you continued working beyond your age 65 Normal Retirement Age:

Age at actual retirement date	Percentage increase in your Normal Retirement Pension
66	10.0%
67	21.3%
68	34.2%
69	48.9%
70	65.7%
Over age 70	Further adjusted based on your age

Your Pension at Late Retirement is the greater of (1) your Normal Retirement Pension, taking into account service credited after your Normal Retirement Age; or (2) your Normal Retirement Pension based on service credited until your Normal Retirement Age and actuarially adjusted for late retirement.

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

Disability Pension

You are eligible for a *Disability Pension* if you become totally and permanently disabled while employed in a Covered Job, provided you have completed at least ten years of Vesting Service.

Eligibility

You may be eligible for a disability benefit under the Plan if the Social Security Administration has determined that you are disabled and has awarded you Social Security disability benefits. You must become totally and permanently disabled while in Covered Employment. If the date that the Social Security Administration designates in its disability award letter as the date that you first became disabled is on or before your last day worked in Covered Employment (Last Day Worked), you will be considered to have become totally and permanently disabled while working in Covered Employment.

From time to time while receiving a Disability Pension, you may be asked to submit evidence of your continued total and permanent disability. If the Social Security Administration determines that you are no longer eligible for Social Security disability payments, you must notify the Fund Administrator immediately. You will stop receiving Disability Pension payments from the Plan at that point unless you have reached age 65. If you fail to notify the Fund Administrator that you no longer are eligible for Social Security disability benefits in a prompt manner, your pension when you later retire under the Plan will be reduced to take into account the Disability Pension payments that you received from the Plan after the Social Security Administration notified you that you were no longer eligible for Social Security disability benefits.

Amount

Your Disability Pension benefit is the greater of the *Actuarial Equivalent* of the amount that you would receive as a Normal Retirement Pension, or the amount you would receive as a Normal Retirement Pension but reduced by 1/3 of 1% per month for the first 60 months between your pension-effective date and your Normal Retirement Date, and 5/12 of 1% for each additional month.

When the Pension Begins

Disability Pensions begin on the later of the first day of the third month following the date you became totally and permanently disabled or the first of the month following the Fund Administrator's receipt of your application. You should apply for a Disability Pension and for Social Security disability as soon as you think your disability is total and permanent. Contact Member Services for more information.

How Your Pension Is Calculated

Your monthly pension benefit is determined by multiplying the applicable *Benefit Rate* by the number of Years of Benefit Service you earn each year throughout your career.

Pension Formula
Your Monthly Pension Benefit = Your Benefit Rate X Years of Benefit Service

The pension benefit calculated using this formula is the amount you will receive each month beginning on your Normal Retirement Date. Unless you choose an *Optional Form of Payment*, your monthly pension benefit will be calculated based on the *Normal Form of Payment* depending upon your marital status at your Normal Retirement Date. If you are not married as of your Normal Retirement Date, your Normal Form of Payment will be a Life-Only Pension. If you are married as of your Normal Retirement Date, your Normal Form of Payment will be a 50% Joint and Survivor Pop-Up Pension, and your monthly payment will be reduced accordingly. The Normal and Optional Forms of Payment are described on pages 30–38.

Note that you will not receive Benefit Service for any years of service completed prior to September 1, 1963.

Benefit Rates

Benefit Rates are one of the factors used in calculating your monthly pension benefit. The specific Benefit Rate used in computing your benefit will depend on when you last earned any last Benefit Service.

If you Earned Your Last Benefit Service:	Your Benefit Rate(s) will be:
On or After 1/1/1989	\$12.00 multiplied by the number of Years of Benefit Service
On or After 9/1/1990	\$16.00 multiplied by the number of Years of Benefit Service
On or After 7/1/1991	\$20.00 multiplied by the number of Years of Benefit Service
On or After 1/1/1995	\$22.00 multiplied by the number of Years of Benefit Service
On or After 1/1/1999	\$24.00 multiplied by the number of Years of Benefit Service
On or After 1/1/2005 through 12/31/2016	\$27.00 multiplied by the number of Years of Benefit Service
On or After 1/1/2017	\$27.00 multiplied by the number of Years of Benefit Service earned through 12/31/2016 plus \$30.00 multiplied by the number of Years of Benefit Service earned beginning 01/01/2017

Additional Benefit Rates for Certain Service

You may be eligible to earn additional benefits during Computation Periods in which you work at certain locations, in the form of an additional Benefit Rate to be multiplied by your Years of Benefit Service. Details about the additional benefits for eligible work performed at these locations are below.

Harvard University

If you work for a Contributing Employer and are assigned work at Harvard University, you may be entitled to an additional Benefit Rate for a Year of Benefit Service worked at Harvard University.

Note: An example of a Normal Retirement Pension for a member assigned work at Harvard University and eligible for an additional Benefit Rate is located on pages 23–24.

Computation Period	Your Additional Benefit Rate is:
2003	\$20.00
2004	\$15.00
2005	\$9.00
2006	\$13.00
2007	\$13.00
2008	\$13.00
2009	\$17.00
2010	\$21.00
2011	\$18.00
2012	\$19.00
2013	\$20.00
2014	\$25.00
2015	\$25.00
2016	\$29.00
2017	\$33.00
2018	\$27.00
2019	\$36.00

This additional Benefit Rate only applies for years your employer is required by the Collective Bargaining Agreement to make additional contributions to the Fund.

Captain John F. Williams Coast Guard Building

If you work for a Contributing Employer and are assigned work at the Captain John F. Williams Coast Guard Building, you may be entitled to an additional Benefit Rate for a Year of Benefit Service worked at the Captain John F. Williams Coast Guard Building.

Period	Your Additional Benefit Rate is:
10/1/2016 – 12/31/2016	\$17.75*
1/1/2017 – 12/31/2017	\$69.00*
1/1/2018 – 12/31/2018	\$67.00*
1/1/2019 – 12/31/2019	\$88.00*

* Based on 1,800 hours. Pro-Rata credit with at least 1,000 hours.

This additional Benefit Rate only applies for years your Employer is required by the Collective Bargaining Agreement to make additional contributions to the Fund.

Tavern 103

If you work for a Contributing Employer and are assigned work at Tavern 103, you may be entitled to an additional Benefit Rate for a Year of Benefit Service worked at Tavern 103.

If you Earned Your Last Pension Credit:	Your Additional Benefit Rate is:
2006*	\$2.27
2007**	\$27.25
2008**	\$22.00
2009**	\$22.00
2010**	\$22.00
2011**	\$21.00
2012**	\$27.00
2013**	\$17.00
2014**	\$24.00
2015**	\$25.00
2016**	\$33.00
2017**	\$36.00
2018 and beyond	\$0.00

* Based on 150 hours. Pro-Rata credit with at least 83.33 hours.

** Based on 1,800 hours. Pro-Rata credit with at least 1,000 hours.

This additional Benefit Rate only applies for years your employer is required by the Collective Bargaining Agreement to make additional contributions to the Fund.

Thomas P. O'Neill Jr. Federal Building

If you work for a Contributing Employer and are assigned work at the Thomas P. O'Neill Jr., Federal Building in certain job categories, you may be entitled to an additional Benefit Rate for a Year of Benefit Service worked at the Thomas P. O'Neill Jr. Federal Building.

Period	Your Additional Benefit Rate is:
11/1/2004 – 12/31/2004*	\$3.70
1/1/2005 – 12/31/2005**	\$22.20
1/1/2006 – 12/31/2006**	\$20.00
1/1/2007 – 12/31/2007**	\$20.00
1/1/2008 – 12/31/2008**	\$26.00
1/1/2009 – 12/31/2009**	\$50.00
1/1/2010 – 12/31/2010**	\$60.00
1/1/2011 – 12/31/2011**	\$84.00
1/1/2012 – 12/31/2012**	\$96.00
1/1/2013 – 12/31/2013**	\$107.00
1/1/2014 – 12/31/2014**	\$90.00
1/1/2015 – 12/31/2015**	\$95.00
1/1/2016 – 12/31/2016**	\$86.00
1/1/2017 – 12/31/2017**	\$96.00
1/1/2018 – 12/31/2018**	\$135.00
1/1/2019 – 12/31/2019**	\$113.00

* Based on 300 hours. Pro-Rata credit with at least 167 hours.

** Based on 1,800 hours. Pro-Rata credit with at least 1,000 hours.

This additional Benefit Rate only applies for years your employer is required by the Collective Bargaining Agreement to make additional contributions to the Fund.

Benefit Service

Each Computation Period, you earn a whole or fractional percentage of a Benefit Service based on the number of Hours of Service you complete in that Plan Year. You must complete a minimum of 1,000 hours during a Computation Year to earn Benefit Service. Benefit Service is earned according to the following schedule:

Hours of Service You Complete in a Computation Period	Percentage of Benefit Service
1,800 or more	100%
1,620 – 1,799	90%
1,440 – 1,619	80%
1,260 – 1,439	70%
1,080 – 1,259	60%
1,000 – 1,079	50%
999 or less	0%

Harvard University

If you work for a Contributing Employer and are assigned work at Harvard University, you are entitled to receive pension credit in a Computation Year in which extra contributions were made for you in accordance with the following alternative schedule:

Hours of Service You Complete in a Computation Period	Percentage of Pension Credit You Earn
1,800 or more	100%
1,620 – 1,799	90%
1,440 – 1,619	80%
1,260 – 1,439	70%
1,080 – 1,259	60%
900 – 1,079	50%
720 – 899	40%
540 – 719	30%
360 – 539	20%
180 – 359	10%
179 or less	0%

Vesting

Vesting refers to your right to collect your pension benefit.

Generally speaking, you become Vested in a pension benefit after completing five years of Vesting Service (ten years of Vesting Service if you terminated Covered Employment prior to January 1, 1997). If your Covered Employment ends before you are Vested, you will generally lose or forfeit all the benefits you accrued to date. However, if you are Vested, you have a nonforfeitable right to receive a benefit from the Plan upon your future retirement even if you leave Covered Employment before you are eligible to start a pension.

You earn a year of Vesting Service for any Plan Year in which you complete at least 1,000 Hours of Service with your employer. Vesting Service includes all Years of Service with a Contributing Employer, and even certain years of work you may have completed before becoming a Plan Participant.

You do not earn Vesting Service for any time that you suffered a disability for which you were compensated under a workers' compensation, unemployment compensation, or mandatory disability benefits law.

See pages 9–11 under “Breaks-in-Service” for more information on whether service before a Break-in-Service is counted for vesting purposes.

Special Vesting Rules for Members Employed in the Providence College Bargaining Unit

- A Participant who was employed in the Providence College bargaining unit as of May 1, 2013, but was not Vested or entitled to a pension benefit from the SEIU National Industry Pension Plan as of that date, will receive one year of Vesting Service from the Plan for each vesting credit that the SEIU National Industry Pension Plan credited to the Participant before May 1, 2013.
- A Participant who was employed in the Providence College bargaining unit on May 1, 2013, and was Vested and entitled to a pension benefit from the SEIU National Industry Pension Plan as of that date, shall be treated as Vested in this Plan after completing one Hour of Service after May 1, 2013.

Normal Retirement Pension

When you retire on a Normal Retirement Pension, you will be paid based on a set dollar amount for each Year of Benefit Service you earned as described under “How Your Pension Is Calculated” on pages 15–30. The dollar amount is calculated by multiplying the applicable Benefit Rate by the number of Years of Benefit Service you earned during each year of your career, and then adding those amounts together, as shown below. (The resulting dollar amount will then be adjusted to account for the form of payment you choose.) Your Benefit Rate and Years of Benefit Service are determined at the time that you earn your last Year of Benefit Service.

An Example

Robert retired on his Normal Retirement Date, December 1, 2020 at age 65. His Spouse is the same age. See the calculation below:

Plan Year	Hours	Year of Vesting Service	Year of Benefit Service	Benefit Rate	Pension Benefit
2020	1800	1	1	\$30.00	\$30.00
2019	1800	1	1	\$30.00	\$30.00
2018	1800	1	1	\$30.00	\$30.00
2017	1800	1	1	\$30.00	\$30.00
2016	1800	1	1	\$27.00	\$27.00
2015	1800	1	1	\$27.00	\$27.00
2014	1800	1	1	\$27.00	\$27.00
	Total	7	7		\$201.00

The Normal and Optional Forms of Payment available to Robert are described on the following page. Since he is married, he will automatically receive his pension as a 50% Joint and Survivor Pop-Up payment. He may choose another form of payment if he obtains his Spouse’s consent as required by the plan.

	Optional Forms of Payment				
	Life-Only	50% J&S Pop-Up	75% J&S	100% J&S	10 Year Certain & Life
Base Normal Retirement Pension	\$201.00	\$201.00	\$201.00	\$201.00	\$201.00
x Actuarial Equivalence Factor	1	0.896	0.851	0.811	0.911
Amount to Retiree*	\$201.00	\$180.00	\$171.00	\$163.00	\$183.00
% to Beneficiary	N/A	50%	75%	100%	See Note**
Amount to beneficiary*	N/A	\$90.00	\$128.00	\$163.00	\$183.00

* All monthly pensions are rounded to the nearest dollar.

** The beneficiary would receive the balance of the guaranteed 120 payments, if applicable.

An Example of a Normal Retirement Pension for a Member Who Was Assigned Work at Harvard University

Ricardo worked at Harvard University and retired at his Normal Retirement Date, at age 65. He is single. He is entitled to an additional amount of pension for his work at Harvard. See below and on the following page for his pension calculation:

Plan Year	Hours	Year of Vesting Service	Year of Benefit Service	Benefit Rate	Pension Benefit	Harvard Rate	Harvard Benefit
2020	1800	1	1	\$30.00	\$30.00		\$0.00
2019	1800	1	1	\$30.00	\$30.00	\$36.00	\$36.00
2018	1800	1	1	\$30.00	\$30.00	\$27.00	\$27.00
2017	1800	1	1	\$30.00	\$30.00	\$33.00	\$33.00
2016	1800	1	1	\$27.00	\$27.00	\$29.00	\$29.00
2015	750*	0	0.4	\$27.00	\$10.80	\$25.00	\$10.00
2014	1800	1	1	\$27.00	\$27.00	\$25.00	\$25.00
2013	1800	1	1	\$27.00	\$27.00	\$20.00	\$20.00
2012	1800	1	1	\$27.00	\$27.00	\$19.00	\$19.00

Plan Year	Hours	Year of Vesting Service	Year of Benefit Service	Benefit Rate	Pension Benefit	Harvard Rate	Harvard Benefit
2011	1800	1	1	\$27.00	\$27.00	\$18.00	\$18.00
2010	1800	1	1	\$27.00	\$27.00	\$21.00	\$21.00
2009	1800	1	1	\$27.00	\$27.00	\$17.00	\$17.00
2008	1800	1	1	\$27.00	\$27.00	\$13.00	\$13.00
2007	1800	1	1	\$27.00	\$27.00	\$13.00	\$13.00
2006	1800	1	1	\$27.00	\$27.00	\$13.00	\$13.00
2005	1800	1	1	\$27.00	\$27.00	\$9.00	\$9.00
2004	1800	1	1	\$27.00	\$27.00	\$15.00	\$15.00
2003	1800	1	1	\$27.00	\$27.00	\$20.00	\$20.00
2002	1800	1	1	\$27.00	\$27.00	\$0.00	\$0.00
Total		18	18.4		\$508.80		\$338.00

* In any of the years in which you work at Harvard University and extra contributions are made for you, the benefit service credit schedule will provide partial credit for hours worked below 1,000, as indicated in the following:

Hours of Service In Computation Period	Portion of Year of Credited Future Service
900 – 1,079	.5
720 – 899	.4
540 – 719	.3
360 – 539	.2
180 – 359	.1
179 or less	0

Ricardo's Normal Retirement Pension benefit amount is \$847.00. All benefits are rounded to the nearest dollar when paid. This amount is payable for his life, with no death benefits.

If Ricardo elected a form of payment other than the Life-Only, his monthly benefit amount would be further adjusted according to the form of payment he chose.

Likewise, if Ricardo were married, his benefit amount would be further adjusted to provide survivor benefits for his Spouse under the 50% Joint and Survivor Pop-Up form, or any Optional Form of Payment Ricardo selected with his Spouse's consent.

Early Retirement Pension

If you have earned five years of Vesting Service you can retire and begin receiving benefits from the Plan as early as age 55, provided that you have terminated employment with a Participating Employer.

Your Early Retirement Pension is calculated in the same way as a Normal Retirement Pension using the Benefit Rate and Years of Benefit Service you have when you leave your Covered Job; however, your benefit is reduced because payments will begin earlier and are expected to be made over a longer period of time.

The table below shows the percentage of the Accrued Benefit that an early retiree would receive at a specific age. These are the percentages of what would otherwise be payable if you started your pension at age 65.

Age at Retirement											
In Years	In Months										
	0	1	2	3	4	5	6	7	8	9	10
55	.5500	.5542	.5583	.5625	.5667	.5708	.5750	.5792	.5833	.5875	.5917
56	.6000	.6042	.6083	.6125	.6167	.6208	.6250	.6292	.6333	.6375	.6417
57	.6500	.6542	.6583	.6625	.6667	.6708	.6750	.6792	.6833	.6875	.6917
58	.7000	.7042	.7083	.7125	.7167	.7208	.7250	.7292	.7333	.7375	.7417
59	.7500	.7542	.7583	.7625	.7667	.7708	.7750	.7792	.7833	.7875	.7917
60	.8000	.8033	.8067	.8100	.8133	.8167	.8200	.8233	.8267	.8300	.8333
61	.8400	.8433	.8467	.8500	.8533	.8567	.8600	.8633	.8667	.8700	.8733
62	.8800	.8833	.8867	.8900	.8933	.8967	.9000	.9033	.9067	.9100	.9133
63	.9200	.9233	.9267	.9300	.9333	.9367	.9400	.9433	.9467	.9500	.9533
64	.9600	.9633	.9667	.9700	.9733	.9767	.9800	.9833	.9867	.9900	.9933

An Example

Maria retired when she was 62 and one month. See below for how her benefit is calculated:

Plan Year	Hours	Year of Vesting Service	Year of Benefit Service	Benefit Rate	Pension Benefit
2020	1000	1	0.5	\$30.00	\$15.00
2019	863	0	0.0	\$30.00	\$0.00
2018	1800	1	1.0	\$30.00	\$30.00
2017	1156	1	0.6	\$30.00	\$18.00
2016	1168	1	0.6	\$27.00	\$16.20
2015	1128	1	0.6	\$27.00	\$16.20
2014	1145	1	0.6	\$27.00	\$16.20
2013	1141	1	0.6	\$27.00	\$16.20
2012	1800	1	1.0	\$27.00	\$27.00
2011	1958	1	1.0	\$27.00	\$27.00
2010	1414	1	0.7	\$27.00	\$18.90
2009	1214	1	0.6	\$27.00	\$16.20
2008	1039	1	0.5	\$27.00	\$13.50
2007	1039	1	0.5	\$27.00	\$13.50
2006	452	0	0.0	\$27.00	\$0.00
		13	8.8		\$243.90
					0.8833
					\$215.44

Accrued Benefit Payable at Age 65
Early Retirement Factor
Reduced Amount

Maria's Early Retirement Benefit at age 62 and one month is \$215.00. All benefits are rounded to the nearest dollar when paid. This amount is payable for Maria's life, with no death benefits.

If Maria elected a Form of Payment other than the Life-Only, her monthly benefit amount would be further adjusted according to the Form of Payment she chose.

Likewise, if Maria were married, her benefit amount would be further adjusted to provide survivor benefits for her Spouse under the 50% Joint and Survivor Pop-Up form, or any Optional Form of Payment Maria selected with her Spouse's consent.

Late Retirement Pension

If you retire after age 65, your pension will be calculated the same way that it is for a Normal Retirement Pension. It will be based on the number of Years of Benefit Service you have when you terminate employment. Your accrued benefit as of the end of each Plan Year following your Normal Retirement Age is the greater of 1) your Normal Retirement Pension taking into consideration service credited after your Normal Retirement Age; or 2) your Normal Retirement Pension determined as of your Normal Retirement Age actuarially adjusted for late retirement as indicated in the table below:

Age at Actual Retirement Date	Percentage Increase In Your Normal Retirement Pension*
66	10.0%
67	21.3%
68	34.2%
69	48.9%
70	65.7%
Over age 70	Further Adjusted based on your age

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

Disability Pension

If you are entitled to a Disability Pension, your pension benefit will be determined the same way as a Normal Retirement Pension, unless your date of disability is before your Normal Retirement Date. If your date of disability is before your Normal Retirement Date, your pension benefit will be reduced for early payment, based on the table on the following page.

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

Your Disability Pension will be based on the Years of Benefit Service you earned and the Benefit Rate in effect at the time you became disabled. If you receive a 50% Joint and Survivor Pop-up Pension or an Optional Form of Payment, see pages 32–38, the monthly pension payment you receive during your lifetime will be reduced.

An Example

Olga retired at age 52 with a Disability Pension. She has sixteen years of Vesting Service. Her Spouse is the same age. Her benefit is calculated as follows:

Year	Hours	Year of Vesting Service	Year of Benefit Service	Benefit Rate	Accrued Benefit
2020	1700	1	.9	\$30.00	\$27.00
2019	1906	1	1	\$30.00	\$30.00
2018	2151	1	1	\$30.00	\$30.00
2017	1916	1	1	\$30.00	\$30.00
2016	2052	1	1	\$27.00	\$27.00
2015	2111	1	1	\$27.00	\$27.00
2014	2159	1	1	\$27.00	\$27.00
2013	2019	1	1	\$27.00	\$27.00
2012	2231	1	1	\$27.00	\$27.00
2011	2043	1	1	\$27.00	\$27.00
2010	2128	1	1	\$27.00	\$27.00
2009	2178	1	1	\$27.00	\$27.00
2008	2126	1	1	\$27.00	\$27.00
2007	2102	1	1	\$27.00	\$27.00
2006	2191	1	1	\$27.00	\$27.00
2005	2188	1	1	\$27.00	\$27.00
Total		16	15.9		\$441.00
					0.4000
					\$176.40

Accrued Benefit Payable at Age 65
 Early Retirement Factor
 Disability Retirement Pension

Her Optional Forms of Payment are described on the following page. Since Olga is married, she will automatically receive her pension as a 50% Joint and Survivor Pop-Up payment. She may obtain her Spouse's consent to choose another Form of Payment, which would be further adjusted as follows.

	Optional Forms of Payment				
	Life-Only	50% J&S Pop-Up	75% J&S	100% J&S	10 Year Certain & Life
Base Disability Pension	\$176.40	\$176.40	\$176.40	\$176.40	\$176.40
x Actuarial Equivalent factor	1.000	0.939	0.911	0.885	0.976
Amount to retiree*	\$176.00	\$166.00	\$161.00	\$156.00	\$172.00
% to beneficiary	N/A	50%	75%	100%	See Note**
Amount to beneficiary*	N/A	\$83.00	\$121.00	\$156.00	\$172.00

* All monthly pensions are rounded to the nearest dollar.

** The beneficiary would receive the balance of the 120 guaranteed payments, if applicable.

How Your Pension Will Be Paid

Once you retire, you may choose to begin receiving your pension as soon as possible following your retirement date, or on the first day of any subsequent month. The Plan has two automatic, or “normal” forms of payments—one for single Participants and one for married Participants. Several additional Optional Forms of Payment are also available. If you’re married, you and your Spouse must both agree to the choice of certain Optional Forms of Payment.

If you have a *Qualified Domestic Relations Order* (“QDRO”) that applies to your benefits, you may be required by the QDRO to choose a specific Form of Payment. The Plan must comply with the terms of a QDRO. See page 44 for information on QDROs.

Since the Form of Payment in which you collect your pension affects the amount of your monthly benefit, you will need to think carefully about which option is right for you. After the Plan issues your first pension check, you will not be permitted to change the Form of Payment that you selected.

Normal Forms Of Payment

Unless you choose otherwise within the 180 days before you start collecting your pension, you will receive your pension payments in one of two Normal

Forms of Payment. If you are married on the day your pension payments are scheduled to begin, you will automatically receive a pension benefit in the form of a 50% Joint and Survivor Pop-Up Pension (which is the Normal Form of Payment for married Participants), unless you elect an Optional Form of Payment as described on pages 34–38. If you are single on the date your pension payments are scheduled to begin, you will automatically receive your benefit in the form of a Life-Only Pension, which is the Normal Form of Payment for single Participants.

Sometime between 30 and 180 days before your first pension payment, you will receive a written notice of the terms and conditions of your Normal Form of Payment under the Plan. Included in that notice will be a description of:

- Your right to choose an Optional Form of Payment and the relative values of those forms,
- The process for waiving your Normal Form of Payment, and your Spouse’s legally protected role in that process (see “Your Spouse Must Also Waive Normal Form of Payment” on page 33),
- Your right to make changes to your Form of Payment election any time before payments actually begin, and
- The consequences of delaying the commencement of your pension benefits to a later date.

What If I Don’t Make a Choice?

If you are eligible to begin collecting your pension but fail to choose when and how to collect, you will begin receiving monthly pension payments in the applicable Normal Form of Payment (determined in accordance with your marital status on file in the Plan’s records) on the later of the April 1 following the year in which you reach age 70½ or the calendar year in which you retire—your *Required Beginning Date*.

See “When You Must Start Collecting Your Pension” on pages 39–40. You are encouraged, however, to apply for your pension rather than relying on the Plan to start your benefits. Applying for your benefits will allow you to choose a form of payment (with the agreement of your Spouse, as applicable) and make other choices, such as direct deposit of your benefit payments.

50% Joint and Survivor Pop-Up Pension (Normal Form of Payment for Married Participants)

If you are married, this is the Normal Form of Payment.

This option provides you with a monthly payment for your lifetime, reduced by a factor to reflect the cost of providing a survivor benefit to the Spouse to whom you are married on the day your payments begin. After your death, your Spouse will receive a monthly pension for his or her lifetime equal to 50% of the amount of the pension payable during your lifetime. If your Spouse dies while you are still alive, the monthly pension payment you receive for the remainder of your lifetime will “pop up” and will no longer be reduced by the factor based on the difference between your age and your Spouse’s age. However, if you get a divorce after the Plan issues your first pension check, your monthly pension benefit will continue to be paid at the reduced amount.

Age differences are calculated as follows:

1. Determine the number of days between your birthday and your Spouse’s birthday.
2. Divide the number of days by 365.25 (factoring leap year).
3. The whole number resulted from Step 2 is the difference in ages.

In no event will the pension benefit you receive exceed the full monthly retirement benefit you would be entitled to receive if you were not married.

If you and your Spouse divorce, or your Spouse dies, and you notify the Fund Administrator before the Plan issues your first pension check, payments will be made under the Life-Only Pension, unless you are remarried and/or choose an Optional Form of Payment before your benefit payments start. (If you have a QDRO that applies to your benefits, you may be required by the QDRO to choose a specific Form of Payment. See page 44 for information on QDROs.) Please note that once the Plan issues your first check, you cannot change the form or amount of your payments. If you are receiving a 50% Joint and Survivor Pop-Up Pension and you get a divorce, your monthly pension benefit will continue to be paid at the reduced amount. However, if

you are receiving a 50% Joint and Survivor Pop-Up Pension and your Spouse dies while you are still alive, your monthly pension benefit will “pop-up” to the amount you are entitled to under the Life-Only Pension.

Your Spouse Must also Waive the Normal Form of Payment

If you are married when you begin collecting your pension, you are required to take your pension benefit in the Normal Form of Payment, a 50% Joint and Survivor Pop-Up Pension, unless you choose an Optional Form of Payment. However, certain Optional Forms of Payment require that your Spouse must waive his or her right to a survivor benefit under the Normal Form of Payment (using the waiver forms included in your pension-application package provided by the Fund Administrator).

If you are married, your Spouse must sign the waiver form in the presence of a notary public or Plan representative. You may revoke a waiver without the consent of your Spouse at any time before the Plan issues your first pension check.

Spousal consent will not be required if you establish to the satisfaction of the Trustees that you do not have a Spouse, your Spouse cannot be located (after a comprehensive attempt to do so), or you have been abandoned and you have a court order to that effect.

Life-Only Pension (Normal Form of Payment for Single Participants)

If you are single this is your Normal Form of Payment.

This form of payment provides you with a monthly payment for your lifetime. This form of payment does not allow you to name a beneficiary. When you die, no further benefits are paid.

If you are married, you may select the Life-Only Pension as an Optional Form of Payment only if your Spouse completes and signs the waiver form included in the pension-application package in the presence of a notary public or Plan representative (see “Your Spouse Must Also Waive Normal Form of Payment” above).

Optional Forms of Payment

Instead of a Normal Form of Payment, you may choose to receive your pension under one of the available Optional Forms of Payment. If you are married when your pension begins, you may not choose certain Optional Forms of Payment, see pages 33–38, unless your Spouse also completes and signs the waiver form (included in the pension application package) in the presence of a notary public. (See “Your Spouse Must Also Waive the Normal Form of Payment” on page 33.)

If you are not married, some Optional Forms of Payment may not be available to your beneficiary, depending on their age.

If you have a QDRO that applies to your benefits, you may be required by the QDRO to choose a specific Form of Payment. See page 44 for information on QDROs.

100% Joint and Survivor Pension (Available for Both Married and Single Participants)

This option provides you with a monthly payment for your lifetime, reduced to reflect the cost of providing a survivor benefit to the Spouse to whom you are married on the day your payments begin or your named beneficiary. After your death, your Spouse or beneficiary will receive a monthly pension for his or her lifetime equal to 100% of the amount of the monthly pension payable during your lifetime.

During your lifetime, you will receive a monthly pension benefit that has been reduced to a certain percentage based upon the difference between your age and your Spouse's or beneficiary's age.

If you get a divorce or if your Spouse or beneficiary dies while you are still alive, your monthly pension benefit will continue to be paid at the reduced amount.

If you are married, you may select this form of payment with a non-Spouse beneficiary only if your Spouse completes and signs the waiver form included in the pension-application package in the presence of a notary public (see “Your Spouse Must Also Waive the Normal Form of Payment” on page 33).

You may not change your beneficiary once you begin receiving payments under the 100% Joint and Survivor Pension.

75% Joint and Survivor Pension (Available for Both Married and Single Participants)

This option provides you with a monthly payment for your lifetime, reduced to reflect the cost of providing a survivor benefit to the Spouse to whom you are married on the day your payments begin or the beneficiary you named. After your death, your Spouse or named beneficiary will receive a monthly pension for his or her lifetime equal to 75% of the amount of the pension payable during your lifetime.

During your lifetime, you will receive a monthly pension benefit that has been reduced to a certain percentage based upon the difference between your age and your Spouse's or beneficiary's age.

If you get a divorce or if your Spouse or beneficiary dies while you are still alive, your monthly pension benefit will continue to be paid at the reduced amount.

If you are married, you may select this form of payment with a non-Spouse beneficiary only if your Spouse completes and signs the waiver form included in the pension-application package in the presence of a notary public (see “Your Spouse Must Also Waive the Normal Form of Payment” on page 33). You may not change your beneficiary once you begin receiving payments under the 75% Joint and Survivor Pension.

50% Joint and Survivor Pension (Available for Both Married and Single Participants)

This option provides you with a monthly payment for your lifetime, reduced to reflect the cost of providing a survivor benefit to the beneficiary to whom you designated on the day your payments began. After your death, your beneficiary will receive a monthly pension for his or her lifetime equal to 50% of the amount of the pension payable during your lifetime.

During your lifetime, you will receive a monthly pension benefit that has been reduced to a certain percentage based upon the difference between your age and your beneficiary's age.

If you are married, you may select this form of payment only if your Spouse completes and signs the waiver form included in the pension application package in the presence of a notary public (see “Your Spouse Must Also Waive Normal Form of Payment” on the page 33).

You may not change your beneficiary once you begin receiving payments under the 50% Joint and Survivor Pension.

Comparison Between the Joint and Survivor Benefit Forms

The following table shows the reduction factors that apply to each of the Joint and Survivor benefit forms of payment when the member and Spouse are the same age:

Member and Spouse are the same age	50% J&S Pop-Up	75% J&S	100% J&S	10 Year C&L
55	0.930	0.899	0.870	0.967
56	0.927	0.895	0.864	0.964
57	0.924	0.890	0.859	0.960
58	0.921	0.886	0.853	0.956
59	0.917	0.881	0.847	0.951
60	0.914	0.876	0.841	0.946
61	0.910	0.871	0.836	0.940
62	0.907	0.866	0.829	0.934
63	0.903	0.861	0.823	0.927
64	0.899	0.856	0.817	0.919
65	0.896	0.851	0.811	0.911
66	0.892	0.846	0.805	0.902
67	0.888	0.841	0.799	0.893
68	0.885	0.837	0.793	0.883
69	0.881	0.832	0.788	0.872
70	0.877	0.827	0.782	0.860
71	0.874	0.822	0.776	0.847
72	0.870	0.817	0.769	0.833
73	0.866	0.811	0.763	0.818
74	0.862	0.806	0.757	0.801

Member and Spouse are the same age	50% J&S Pop-Up	75% J&S	100% J&S	10 Year C&L
75	0.858	0.801	0.751	0.784
76	0.854	0.795	0.745	0.766
77	0.850	0.790	0.739	0.746
78	0.846	0.786	0.733	0.726
79	0.842	0.781	0.727	0.705
80	0.838	0.776	0.722	0.683
81	0.835	0.771	0.716	0.661
82	0.831	0.767	0.711	0.638
83	0.828	0.762	0.706	0.615
84	0.825	0.758	0.701	0.591
85	0.821	0.754	0.697	0.567
86	0.818	0.749	0.692	0.542
87	0.814	0.745	0.687	0.517
88	0.811	0.741	0.682	0.492
89	0.807	0.736	0.677	0.467
90	0.804	0.732	0.672	0.443

10-Year Certain and Life Pension (Available for Both Married and Single Participants)

This form of payment provides you with a monthly payment for your lifetime, and guarantees payment for 120 months. If you die before receiving 120 monthly payments, the remainder of the 120 payments will be paid to the beneficiary you named. If the beneficiary that you named does not survive you or if you did not name a beneficiary, the remaining payments will be made to your surviving Spouse, if any, or if you have no surviving Spouse, to your surviving children in equal shares. If you have neither a surviving Spouse nor surviving children, the remaining payments will be paid to your surviving parents in equal shares. If you do not have a surviving Spouse, surviving children, or surviving parents, the remaining payments will be paid to your estate.

During your lifetime, you will receive a monthly pension benefit that has been reduced to a certain percentage based on your age when your benefits began.

If you are married, you may select this form of payment only if your Spouse completes and signs the waiver form included in the pension-application package in the presence of a notary public (see “Your Spouse Must Also Waive the Normal Form of Payment” on page 33).

You may change your named beneficiary at any time under the 10-Year Certain and Life Pension as long as you have not received 120 payments. However, if you want to name someone other than your Spouse as your beneficiary, your Spouse must consent in writing to the new beneficiary that you name.

If You Work after Your Pension Begins

Suspension of Benefits

If you work in Covered Employment after you start collecting pension payments, you cannot receive a pension payment for any calendar month in which you work 40 or more hours in Covered Employment. Effective April 1 following the year you attain age 70½, there is no restriction to the number of hours you can work while receiving your pension.

Before that date, your pension payments will be suspended during each month that you work in Covered Employment. You will have no right to claim or receive (on any basis, including retroactive or otherwise) any pension benefits that were suspended for any month in which you engaged in such employment. You must notify the Fund Administrator of any employment that will cause a suspension of your benefits and, if requested, verify that you are unemployed or that your employment does not constitute suspendible service. If the Fund Administrator becomes aware that you are working in the employment described above, and you have not previously notified the Fund Administrator, or you have not provided sufficient information to make a determination of whether your pension payments should be suspended, the Fund Administrator may withhold payment of your benefits until such a determination is made. In that case, and with

proper notice, the Trustees shall be entitled to presume that you worked in Covered Employment not only in the month they became aware of your work, but for as long before that as the employer performed work covered by this Plan.

Any overpayment attributable to a month in which your benefits should have been suspended, but were not suspended due to your failure to properly notify the Fund Administrator, must be repaid to the Plan. You may arrange for immediate voluntary repayment of the amount to the Plan, or the amount will be automatically deducted from future monthly payments. If you die before the Plan can recover these amounts, then they will be deducted from any benefits payable to your Spouse or beneficiary, or a claim will be made against your estate.

You may request an advance determination from the Fund Administrator as to whether a particular type of employment will cause your pension payments to be suspended. This request will be processed within the same time limits as a claim for benefits. See pages 45–46 for those time limits.

In order to resume your pension payments, you must notify the Fund Administrator in writing within 15 days after you stop working 40 or more hours per full calendar month.

Participating in the Plan Again

If you return to work in a Covered Job after your benefits begin, you will start participating in the Plan again and earning additional Benefit Service for the period of your re-employment.

When You Must Start Collecting Your Pension

You must begin receiving your pension no later than your Required Beginning Date. Your Required Beginning Date is generally April 1 of the year following the calendar year in which you reach age 70½ or, if later, the calendar year in which you retire from Covered Employment.

If you have returned to work after a previous retirement and had your pension suspended, payment will resume on the April 1 following the year in which you reach age 70½.

If you are still working in Covered Employment when you reach age 70½ without having previously retired, you will have the option to begin receiving your pension beginning on or after the following April 1, while you continue to work. If you do not opt to begin receiving your pension while working, your pension will begin once you have terminated employment.

Benefits you accrue through Covered Employment while receiving your pension will be offset by the value of the payments received during the year. To the extent the additional benefit you accrue during a year exceeds the value of the payments you have received that year, your monthly benefit will increase the following year. You may obtain further information from the Fund Administrator.

If you apply for a pension and furnish all the necessary information to the Plan, 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 30–38.) If the Fund Administrator does not receive your application before your Required Beginning Date, the Plan will begin paying your benefit as of that date in the form of a 50% Joint and Survivor Pop-Up Pension calculated on the assumption that you are married and you are three years older than your Spouse, unless the Plan has documentation to the contrary. After your pension starts, the Plan will change it to the Normal Form of Payment for a single Participant if you prove that you did not have an eligible Spouse (including an alternate payee under a QDRO, see page 44) when your pension started, or will adjust the amount of future benefits if you prove the actual age difference between yourself and your Spouse. No other changes will be permitted after the pension starts.

What Happens if You Postpone your Pension

You may continue working past your Normal Retirement Date and retire on the first day of any subsequent month. However, at the latest, you must begin collecting your pension no later than your Required Beginning Date.

If you postpone your retirement, you will continue to earn benefits under the Plan. Ultimately, you will be entitled to a greater amount of pension benefit, only over a shorter period of time. Your benefit will be calculated as described on page 27.

If you begin collecting a pension benefit after your Normal Retirement Age, you will receive an actuarial increase for each year after age 65. No actuarial adjustment will be made for benefits before your Normal Retirement Age or after your Required Beginning Date.

A Word About Taxes

All pension benefits are subject to federal (and possibly state and local) income taxes. An election form regarding federal income tax withholding is part of the pension application package that you will receive from the Fund Administrator. If you elect to have the Plan make tax withholdings with regard to your pension benefits, taxes will be withheld in the manner similar to tax withholdings on wages. You can adjust the amount of the withholding (or opt out of withholding altogether) by completing Form W-4P. If you do not submit a completed Form W-4P, the Plan will automatically withhold taxes from your pension benefits as required by law on the assumption that you are married with three (3) exemptions.

Residents of Massachusetts and Rhode Island will also receive an election form regarding state tax withholdings. You can adjust the amount of withholding by completing the applicable state form. If you reside in MA and do not submit a completed Form W-4P *and* a completed Form M-4-P, the Plan will automatically withhold MA state taxes from your pension benefits as required by law on the assumption that you are single with one (1) exemption.

You will receive more information about the tax consequences of any distribution from the Plan upon your retirement or termination. To fully understand the tax consequences of any pension benefit that you receive from the Plan, you should consult with a tax advisor. The Plan cannot advise you about any legal or tax matters.

Preretirement Survivor Pension for Married Members

If you are married, Vested in your pension benefit, and die before you begin collecting your pension, your Spouse will be entitled to a survivor benefit. Your Spouse is eligible for this benefit even if you are no longer working for a Contributing Employer at the time of your death. This preretirement

survivor pension is based on the benefit you will have earned as of the time of your death. Your *Earliest Retirement Age* is the earliest date on which you could begin receiving your pension benefit if you were still alive.

- **If you die on or before reaching your Earliest Retirement Age**, your Spouse's monthly survivor benefit payments will equal 50% of the monthly Vested benefit you would have been entitled to receive had you:
 - (1) terminated employment on the date of your death (or, if earlier, your actual date of termination); (2) survived to your Earliest Retirement Age; and (3) retired with a 50% Joint and Survivor Pop-Up Pension. The Plan will begin paying a survivor benefit to your Spouse on the day that you would have reached your Earliest Retirement Age.
- **If you die after reaching your Earliest Retirement Age**, your Spouse's monthly survivor benefit payments will equal 50% of the monthly Vested benefit you would have been entitled to receive had you:
 - (1) retired on the day before your death; and (2) chosen the 50% Joint and Survivor Pop-Up Pension. The Plan will begin paying a survivor benefit to your Spouse on the first day of the month following your death unless your spouse elects to defer receipt of the benefit.

Your surviving Spouse may elect to defer receiving benefits and, in some cases, deferring the benefit will mean that the amount of the benefit will be greater. The benefit must begin, at the latest, on the date when you would have reached Normal Retirement Age if you had still been alive.

Your surviving Spouse must provide appropriate documentation to the Fund Administrator, including, in all cases, a completed pension application, in order to receive death benefits. Benefits will begin the first day of the month after the Fund Administrator approves the application.

Your Spouse may be eligible to receive a one-time lump sum in lieu of a monthly payment if the actuarial value of the benefit is \$5,000 or less.

No benefits will be payable if your surviving Spouse dies before the survivor benefit payments start.

Preretirement Survivor Pension for Single Members

If you are not married and die before you begin collecting your pension, your beneficiary will be entitled to a survivor benefit provided that you meet all of the following criteria:

- You were actively employed in the bargaining unit on or after June 1, 1998;
- You reached age 55; and
- You completed 15 Years of Vesting Service.

If you meet the above criteria, your beneficiary will receive a one-time lump-sum payment equal to the actuarially computed value of the payment that you would have received over a period of five years (60 months).

This benefit will be payable as early as the first day of the month coinciding with or following your date of death.

You may designate any person or persons as your beneficiary or beneficiaries for the preretirement survivor pension at any time using the Fund's Beneficiary Designation Form. Please contact Member Services for a copy of the form or for more information.

If you do not designate a beneficiary, or the beneficiary that you named does not survive you, the payment will be made to your surviving children in equal shares. If you do not have surviving children, the payment will be paid to your surviving parents in equal shares. If you do not have surviving children or surviving parents, the payment will be paid to your estate.

Qualified Domestic Relations Orders (“QDROs”)

A Qualified Domestic Relations Order (“QDRO”) is a decree or order pursuant to state domestic relations law that requires distribution of all, or a portion of, your benefits under the Plan to provide child support, alimony, or marital property rights to a Spouse, former Spouse, child, or other dependent (each referred to as an “alternate payee”). If you are required by a QDRO to share all or part of your benefits with one of these persons, the Plan must comply with this order. This may require the Plan to begin distributing a portion of your pension benefits to the alternate payee named in the QDRO before your Normal Retirement Age, or to process another distribution preference, in order to comply with the QDRO. A QDRO also may require you to choose a specific form of payment.

A QDRO may not require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan. The Fund Administrator will determine the validity of any domestic relations order received in accordance with the Plan’s procedures for determining whether an order constitutes a QDRO. Participants and beneficiaries can obtain a copy of these procedures from the Fund Administrator without charge upon request to the Fund Administrator at the address on page 1 or the inside back cover.

Applying For Benefits

Before you (or your Spouse or beneficiary) can begin collecting your pension benefit, you must apply to the Fund Administrator to begin payment. Your pension benefits will not start automatically except as described on page 40.

To apply, you will need to complete a pension application and return it to the Fund Administrator, along with any additional information required to process your application, as requested by the Plan.

Please note, if you are applying for a Disability Pension, there is a different process. To apply for a Disability Pension you must first submit a Disability Eligibility Verification Form and proof of your disability (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 pages 14–15.** 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 pages 14–15 under the section “Disability Pension.” If you are found to not meet the requirements for a Disability Pension, the Plan will provide you with a written denial notice that includes all of the information listed on page 46 under the section “Information Provided in a Claim Denial.”

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 Plan, you will be notified of the amount and start date of your Disability Pension.

Normally, you may apply for benefits as early as 180 days before payments begin and as late as 30 days before payments begin. However, in some circumstances, you may be able to apply for benefits within the final 30 days before payments begin, provided:

- You have been informed of your right to have at least 30 days to decide whether or not to collect payment(s); and
- You (and your Spouse, if spousal consent is required) still decide to collect.

Your benefit application will be processed as soon as administratively practicable. Generally, you will receive your first payment within 90 days after the Fund Administrator receives your complete application for benefits. There are no fees or charges for filing an application for a pension benefit under the Plan.

If Your Application for Benefits Is Denied

If your application (or “claim”) for benefits is denied, in whole or in part, or if the benefit amount is less than what you believe you are entitled to receive under the Plan, or if any other adverse benefit determination is made, you

will receive written notice no later than 90 days (or 45 days if the claim is for Disability Pension benefits) after the date your claim was received by the Fund Administrator.

In special cases, it may take longer than 90 days (45 days in the case of a claim for a Disability Pension) to review your claim and make a determination, so an additional processing period of up to 90 days (or as many as two extension periods of up to 30 days each in the case of a claim for a Disability Pension) may be required. In this event, you will receive written notice of the extension before the expiration of the initial 90-day period (45-day period in the case of a claim for a Disability Pension), which will describe the special circumstances requiring the extension and the date by which the Plan expects to make a determination on your claim. If your claim is ultimately denied, you will generally receive written notice of the denial no later than 180 days (105 days in the case of a claim for a Disability Pension) after the date your claim was initially received by the Plan.

Information Provided in a Claim Denial

If you receive written notification that your claim has been denied (or any adverse benefit determination has been made), the following important pieces of information will be included in that notice:

- The specific reason(s) for the denial, with specific reference to the Plan provisions on which the denial was based;
- A description of any additional information that may be required for your claim to be processed (and an explanation of why the information is necessary);
- A detailed explanation of the Plan’s claim-review procedures and the applicable time limits, as well as a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (“ERISA”) following an adverse benefit determination on review;
- A statement that you have the right to submit written comments, documents, records and other information relating to your claim, and that, upon your request, the Fund Administrator will make available to you (or provide you with copies of) all documents, records and other information relevant to your claim; and
- With respect to a claim for disability benefits, a description of any specific rule, guideline, protocol, criterion, or statement that the Plan relied upon in making the adverse determination.

Please note that you must file an appeal with the Plan and exhaust its claim-and-appeal procedures before filing an action in court with respect to a claim for benefits.

Review of Plan’s Decision

Once you receive notice of the Plan’s decision on your benefit application, you will have *60 days* from the date that you received that notice to submit a written request to the Board of Trustees for review of the decision on your claim. If your claim was for a Disability Pension, you will have *180 days* from the date that you received the notice to submit a written request to the Board of Trustees for review of the denial of your Disability Pension claim.

At this stage, you (or your representative(s)) have the right to submit to the Trustees written comments, documents, records, and other information relating to the claim, as well as a written request for a hearing. In addition, you (or your representative(s)) will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to your claim. The review by the Trustees will take into account all comments, documents, records, and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial decision on your claim.

The Trustees will make a decision according to the following schedule:

If your request:	The Trustees will:
is received more than 30 days before the next regularly scheduled Trustees’ meeting...	make their decision at the next regularly scheduled meeting.
is received less than 30 days before the next regularly scheduled Trustees’ meeting...	make their decision at the second regularly scheduled meeting after your request is received.
requires a special extended period of time to review...	make their decision at the next regularly scheduled meeting after your appeal would otherwise have been heard. (If this is the case, you will be notified in writing of the extension, the special circumstances requiring the extension, and the date by which the Trustees expect to make a determination.)

The Trustees' decision on review will be communicated to you in writing no later than five days after the determination is made. If an adverse benefit determination is made, this notice will include:

- The specific reason(s) for the adverse benefit determination, with references to the specific Plan provisions on which the determination is based;
- A statement that you (or your representative(s)) are entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records, and other information relevant to the claim;
- A statement of your right to bring a civil action under Section 502(a) of ERISA;
- With respect to a claim for disability benefits, the specific rule, guideline, protocol, criterion, or statement that was relied upon in making the adverse determination.

All decisions made by the Trustees are final and legally binding.

Limitations on Time to Bring a Claim

No legal or equitable action for benefits under the Plan, to enforce your rights under the Plan, to clarify your right to future benefits under the Plan, or against the Fund Administrator, the Plan Administrator or any other Plan fiduciary may be brought **more than 180 days** following receipt of the Trustees' decision on appeal.

As a reminder, you must file an appeal with the Plan and exhaust its claim and appeal procedures before filing an action in court with respect to a claim for benefits.

Other Important Information

Administering the Plan

The Plan is maintained and administered by a joint Board of Trustees on which labor and management are equally represented. The Board of Trustees serves as the Plan Administrator. The Board of Trustees has engaged the Building Service 32BJ Health Plan and its staff, as Fund Administrator, to handle the day-to-day operations of the Plan.

If you need to communicate with the Board of Trustees, please submit your written comments or requests to:

**Board of Trustees
Massachusetts Service Employees' Pension Fund
25 West 18th Street
New York, NY 10011-4676**

All contributions to the Plan are made by Contributing Employers in accordance with the terms of the applicable Collective Bargaining Agreements. Upon written request, the Fund Administrator will provide Participants and beneficiaries with information as to whether a particular employer or employee organization is participating in the Plan and, if so, its address. A complete list of all the employers and employee organizations sponsoring the Plan may also be obtained by Participants and beneficiaries upon written request to the Board of Trustees, and is available for examination at the Fund Administrator's office.

Type of Plan

The Plan is a defined benefit pension plan as defined by the Internal Revenue Code of 1986, as amended. The Plan is administered by the Board of Trustees as Plan Administrator, so the Board of Trustees is solely responsible for managing all aspects of the Plan's administration, such as maintaining records, collecting contributions, and paying out benefits. The Board of Trustees has engaged the Fund Administrator to assist with the day-to-day operation of the Plan.

Plan Document(s) and Collective Bargaining Agreement(s)

The Plan is established and maintained according to the terms agreed to in Collective Bargaining Agreements. These agreements set forth the conditions under which employers are required to contribute toward the cost of the Plan, and the rates of contribution. The Plan document(s) contain the formal legal description of the Plan and its operations.

Plan Participants and beneficiaries may examine the Plan document(s) or Collective Bargaining Agreement(s) in person at the Fund Administrator's office during normal business hours, or they can make a written request for copies from the Fund Administrator. As allowed by law, you will be charged a reasonable fee per page for the cost of copying.

Source of Funds

Contributions from Contributing Employers are the primary source of financing for Plan benefits, operation costs, and taxes. The rate at which each employer must contribute is set out in the applicable Collective Bargaining Agreement(s). Additional income may also be generated by investment earnings on Plan assets.

The Plan does not require or permit Participants to contribute toward the cost of the Plan.

Method for Accumulating Plan Assets

All contributions and investment earnings are accumulated in a separate trust fund that is held and invested by the Board of Trustees for the benefit of Participants and beneficiaries.

Plan Records

All Plan records are kept on a Plan Year basis. The Plan Year runs from January 1 through December 31.

Plan Insurance

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's Years of Benefit 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 Benefit Service. For example, the maximum annual guarantee for a retiree with 30 Years of Benefit Service would be \$12,870.

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of:
 - The date the plan terminates, or
 - The time the plan becomes insolvent
- Benefits that are not Vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and

- Nonpension benefits (such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay).

For more information about the PBGC and the benefits it guarantees, ask the Fund Administrator, or contact the PBGC's Customer Contact Center, P.O. Box 151750, Alexandria, VA 22315-1750, or call 1-800-400-7242 or 1-202-326-4000 (not a toll-free number).

TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Interpreting the Plan

The Board of Trustees (and/or its duly authorized designee(s)) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the Plan, this SPD, the Trust Agreement, and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan or trust. Without limiting the generality of the foregoing, the Board of Trustees (and/or its duly authorized designee(s)) shall have the sole and absolute discretionary authority to:

- Take all actions and make all determinations with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- Decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan;
- Formulate, interpret, and apply rules, regulations, and policies necessary to administer the Plan in accordance with its terms;
- Interpret the provisions of all Plan documents, the SPD, any Collective Bargaining Agreement, the Trust Agreement, and any other Plan document or instrument;
- Resolve and/or clarify any ambiguities, inconsistencies, and omissions arising under the Plan, 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 in any case.

All such determinations and interpretations made by the Trustees shall be final and binding upon any individual claiming benefits under the Plan, upon all employees, all Contributing Employers, and the Union, and shall be given deference in all courts of law, to the greatest extent allowable by applicable law.

The Board has retained the Building Service 32BJ Health Fund as Fund Administrator to perform the daily administrative and operational functions of the Plan. Most of your day-to-day questions about your pension benefits under the Plan can be answered by the Building Service 32BJ Health Fund and its staff.

Future of the Plan

Amending, Modifying, or Terminating the Plan

While the Board of Trustees hopes to be able to continue the Plan indefinitely, the Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify, or terminate the benefits provided under the Plan, in whole or in part, for any reason and at any time. If the Plan is amended, modified, or terminated, the ability of employees (including retirees) to participate in the Plan, receive benefits, or the type or amount of benefits received may be modified or terminated. However, the Trustees cannot make any amendments that would reduce the amount of your pension benefit that had accrued before the Plan is changed or terminated, except in limited circumstances permitted by law. Upon termination of the Plan, you will become fully Vested in your accrued benefit under the Plan, to the extent the Plan is funded.

General Rules

Nonassignment of Benefits

Benefits cannot be assigned, sold, transferred, mortgaged, or pledged to anyone or used as a security for a loan. Under most circumstances, Plan benefits are not subject to attachment or execution under any decree of a court or otherwise. Accordingly, you cannot transfer or assign your right to receive any benefit or reimbursement under the Plan, and your rights to benefits cannot be taken by your creditors. The Plan will not recognize any attempt to attach, transfer, or assign your benefit rights, except to such extent as may be required by law.

However, the law provides certain limited exceptions to this general rule. One exception is that a court may reduce your benefit as a result of a crime or fiduciary breach that you committed against the Plan, or to pay federal tax liens, levies, and judgments against you. Another is that the Plan Administrator may be required by law to assign your benefits pursuant to a QDRO. The rules regarding QDROs are described on page 44.

Incapacity

If any Participant or beneficiary is a minor or is determined to be unable to care for his or her affairs because of mental or physical incapacity, the Trustees may direct that any benefit due to such person may be (1) withheld until a guardian, committee, or other legal representative for such person has been appointed, and (2) paid to any relative of such person (by blood or marriage) who, in the sole and absolute discretion of the Trustees, appears to be entitled to the benefits and best qualified to apply them to the comfort, maintenance, and support of such Participant or beneficiary.

Information and Proof/Overpayment of Benefits

If requested by the Plan, you (or your beneficiary) must furnish any information or proof reasonably required to determine benefit rights under the Plan. Participants and beneficiaries must also furnish data and information required by the Plan for the purposes of its administration.

Please keep in mind that when inaccurate information and/or proof are provided this ultimately can result in the improper use of Plan assets, which adversely affects the ability of the Plan to provide benefits. Accordingly, if anyone makes a willfully false statement material to a claim or furnishes fraudulent information or proof material to a claim, benefits may be denied, suspended, or discontinued.

Of course, if the Plan makes any benefit payment exceeding the amount that should have been paid (regardless of the reason), the Trustees may take any appropriate action to recover the excess portion, plus interest and costs, from you or your beneficiary. Those actions may include:

- Reducing the amount of future benefit payments to the person receiving the overpayment,
- Reducing the amount of future benefit payments payable to the person's surviving Spouse (or other beneficiary), or
- Filing a lawsuit to recover any overpayment, plus interest and costs.

Loss of Benefits Due to Violence or Crime

If the Trustees learn it has been determined that a Participant's death was caused or contributed to by any act of violence initiated by any person who is or may be entitled to benefits under the Plan, or if a person is convicted of any crime that caused or contributed to the Participant's death, the person who initiated the act of violence or who is convicted of the crime will be treated as having predeceased the Participant and will not receive any benefits that would have been payable under this Plan.

If a beneficiary committed the act of violence or has been convicted of the crime, the benefit will not be paid to the beneficiary. Instead, any benefits payable will be paid in the following order:

- To the Participant's Spouse, if living,
- To the Participant's living children (equally),
- To the Participant's surviving parent(s), and
- If none of the above, to the Participant's estate.

Severability

If any provision of this SPD is held invalid, unenforceable, or inconsistent with any law, regulation, or requirement, its invalidity, unenforceability, or inconsistency will not affect any other provision of the SPD, and the SPD shall be construed and enforced as if such provision were not a part of the SPD.

Construction of Terms

Words of gender shall include persons and entities of any gender, the plural shall include the singular, and the singular shall include the plural. Section headings exist for reference purposes only and shall not be construed as part of the SPD.

Applicable Law

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

Generally, federal law takes precedence over state law.

All questions related to the construction of the Plan and the Trust Agreement and the accounts and transactions of the parties will be determined, construed, and enforced pursuant to Massachusetts law to the extent not preempted or superseded by federal law.

No Vested Interest

Except for the right to receive any benefit payable under the Plan in accordance with the Plan's rules, no person shall have any right, title, or interest in, or to the assets of, the trust fund or of any Contributing Employer because of the Fund.

Your Rights Under ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that you are entitled to:

Receive Information About your Plan Benefits

You have the right to:

- Examine, without charge, at the Fund Administrator's office (and at other specified locations) all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements (if applicable), and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Fund Administrator, copies of documents governing the operation of the Plan, including:
 - Insurance contracts,
 - Collective Bargaining Agreements, and
 - Copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Fund Administrator may charge a reasonable fee for the copies.
- Receive an annual report on the funding of the Plan. The Fund Administrator is required by law to automatically furnish each Participant with a copy of this annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally age 65) and, if so, what your 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 secure a right to collect a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Action By Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you make a written request for 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 materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Plan Administrator. In addition:

- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.
- If you disagree with the Plan’s decision, or lack thereof, concerning the status of a Qualified Domestic Relations Order, you may file suit in a federal court.

In either case, you must first file an appeal with the Board, following the procedures described earlier in this SPD, and you must comply with the time limit described on pages 45–48.

If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay the costs and fees; for example, if it finds your claim is frivolous.

Get Answers to Your Questions

If you have questions about the Plan, you should contact the Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration or by visiting the Department of Labor’s website: <http://www.dol.gov>.

Important Names, Numbers, and Other Information

Plan Name: Massachusetts Service Employees’ Pension Fund
Effective Date of Plan: September 1, 1973; amended and restated as of January 1, 2015 (and subsequently amended thereafter).
Plan Number: 001
Employer Identification Number: 04-6344921

Plan Sponsor

Board of Trustees of the Massachusetts Service Employees’ Pension Fund
25 West 18th Street
New York, NY 10011-4676
Phone: 1-800-551-3225

Plan Year

January 1 – December 31

Plan Administrator

Board of Trustees of the Massachusetts Service Employees'
Pension Fund
25 West 18th Street
New York, NY 10011-4676
Phone: 1-800-551-3225

Fund Administrator

Building Service 32BJ Health Fund
25 West 18th Street
New York, NY 10011-4676
Phone: 1-800-551-3225

Agent for Service of Legal Process

The Board of Trustees has been designated as the agent for service of legal process. Legal process may be served at the Compliance Office of the Fund Administrator at the address noted above.

Legal Counsel

Segal Roitman, LLP

Consultants and Actuaries

CBIZ Retirement Plan Services

Independent Auditor

Withum Smith + Brown, PC

Important Reminder on Keeping Plan Records Up to Date

In order for you to receive the benefits to which you may be entitled under the Plan, you should keep your Plan records up to date. We also encourage you to retain and safeguard your records of Covered Employment (such as W-2s, or detailed earnings reports that you receive from the Social Security Administration) and to routinely verify your Benefit or Vesting Service as reported by the Fund Administrator from time to time. If you detect any potential omissions of Benefit or Vesting Service, you should immediately notify the Fund Administrator to confirm that the Plan's records appropriately reflect your Covered Employment in accordance with the terms of the Plan.

In addition, you should notify the Fund Administrator immediately if, among other things, you:

- Have a change of address or telephone number, or
- Have a change in marital status.

Glossary of Terms

Actuarial Equivalent. Mathematical calculation based on average life expectancies, as well as on assumptions regarding interest (to reflect the time value of money).

Benefit Rate. A dollar amount used in calculating your monthly pension benefit. The dollar amount will vary with the year in which you earn your last Year of Benefit Service.

Break-in-Service. Completing fewer than 501 Hours of Service in a given Computation Period or Plan Year. Incurring a Break-in-Service may adversely affect your eligibility to participate in the Plan, your rate of benefit accrual, and your vesting in the benefit amount you have accrued.

Collective Bargaining Agreement. Any collective bargaining, participation, or other written agreement between an employer and the Service Employees International Union Local 32BJ (“Local 32BJ”) or the Board of Trustees, that requires an employer to make contributions to the Plan’s trust fund on behalf of its employees engaged in Covered Employment, which is in force and effect and is acceptable to the Board of Trustees. Collective Bargaining Agreement also means any participation or other written agreement requiring Local 615, Local 254, or Local 888 to make contributions to the Plan’s trust fund on behalf of its employees engaged in Covered Employment, which is in force and effect and is acceptable to the Board.

Computation Period. A 12-month period during which you qualify to participate in the Plan by completing 1,000 or more Hours of Service. Your first Computation Period begins on the first day you perform an Hour of Service for a Contributing Employer. The Computation Period currently runs January 1 through December 31.

Contributing Employer. An employer who contributes to the cost of the Plan as required by a Collective Bargaining Agreement.

Covered Employment or Covered Job. Employment with an employer in a category of employment that is covered by a Collective Bargaining Agreement, and for which contributions are required to be made to the Plan.

Disability Pension. The pension benefit you are entitled to receive if you become totally and permanently disabled while in Covered Employment, provided you have completed ten or more Years of Vesting Service. The benefit amount will be determined using the Years of Benefit Service earned as of the date the total and permanent disability payments commence.

Earliest Retirement Age. The earliest age at which you can begin collecting an Early Retirement benefit.

Early Retirement Pension. The benefit you are entitled to receive if you have attained age 55 and completed at least five years of Vesting Service.

Hours of Service. Generally, each hour for which you are paid, or are entitled to be paid, by a Contributing Employer in Covered Employment.

Non-Covered Job. Employment for a Contributing Employer that is not covered by a Collective Bargaining Agreement requiring contributions into the Fund.

Normal Form of Payment. The form of payment you are required to receive from the Plan, unless you, and your Spouse, if applicable, choose an Optional Form of Payment. If you are married when you retire, your Normal Form of Payment is a 50% Joint and Survivor Pop-Up Pension. If you are single when you retire, your Normal Form of Payment is a Life-Only Pension.

Normal Retirement Age. Your Normal Retirement Age is the date you reach age 65 or the fifth anniversary of the date you began participating in the Plan, whichever is later.

Normal Retirement Date. The first day of the month coincident with or next following the month in which you reach your Normal Retirement Age.

Normal Retirement Pension. The pension benefit you are entitled to receive on your Normal Retirement Date after having reached your Normal Retirement Age.

Optional Form(s) of Payment. Forms of payment including: 50% Joint and Survivor Pension, 75% Joint and Survivor Pension, 100% Joint and Survivor Pension, and 10-Year Certain and Life Pension, which can be chosen instead of the Normal Forms of Payment for married or single Participants.

Participant. You become a Participant in the Plan once you meet the Plan's eligibility requirements. Individuals currently receiving a pension, and former employees who have acquired a right to a future pension under the Plan, are also Participants.

Plan Year. The Plan Year is January 1 to December 31 of every year. So, January 1 marks the beginning of another Plan Year and December 31 marks the end.

Qualified Domestic Relations Order. A decree or order issued pursuant to state domestic relations law that requires distribution of all, or a portion of, your benefits under the Plan to provide child support, alimony, or spousal rights to a Spouse, former Spouse, child, or other dependent, and that satisfies certain other requirements of federal law.

Required Beginning Date. The April 1 following the later of (1) the year in which a Participant attains age 70½ or (2) the calendar year in which the Participant retires.

Spouse. The person to whom you are legally married.

Vested. You become Vested after completing five years of Vesting Service. You may also become Vested upon reaching your Normal Retirement Age while you are actively participating in the Plan (before a Break-in-Service).

Year(s) of Vesting Service or Vesting Service. You earn a year of Vesting Service for any Plan Year in which you complete at least 1,000 Hours of Service with one or more Contributing Employers.

Year(s) of Benefit Service or Benefit Service. Service that is used to compute your pension benefit, as described on page 20.

Contact Information – Member Services

For information about Massachusetts Service Employees' Pension Fund call Member Services at 617-399-4616, log on to www.32bjfunds.org or write to Member Services at:

Member Services
Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor
Boston, MA 02111



Massachusetts Service Employees' Pension Fund
26 West Street, 3rd Floor, Boston MA, 02111
Telephone 617-399-4616
www.32bjfunds.org



Massachusetts Service Employees' Pension Fund

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

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

Roxana Rivera, *Chairperson*
James Canavan
Mike Duffy
Vince Wong

MASSACHUSETTS SERVICE EMPLOYEES' PENSION FUND

Summary of Material Modifications

The following is a list of changes and clarifications which have occurred since the printing of the Massachusetts Service Employees' Pension Fund Summary Plan Description (SPD) dated June 1, 2021. 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 January 28, 2022, Mike Duffy has been appointed union trustee. He replaces Raul Garcia. Mr. Duffy's information is below:

Mike Duffy
32BJ SEIU
1025 Vermont Avenue NW
7th Floor
Washington, DC 20005

Change in Employer Trustee Contact Information Page 1: Effective January 28, 2022, Vince Wong's contact information is as follows:

Vince Wong
Janitronics Building Services
51 Sawyer Road
Waltham, MA 02453

Engagement of New Legal Counsel Page 1: Effective May 25, 2022, Bredhoff & Kaiser, P.L.L.C. has been retained as Fund counsel. They replace Segal Roitman, LLP. Bredhoff & Kaiser, P.L.L.C.'s contact information is as follows:

Bredhoff & Kaiser, P.L.L.C.
805 15th Street NW – Suite 1000
Washington, DC 20005

Update of Additional Benefit Rates Payable to Participants who Work at Certain Locations: The following rows are added to the tables for each of the following work locations on the noted pages:

Page 17: Harvard University

2020	\$33.00
2021	\$40.00

Page 18: Captain John F. Williams Coast Guard Building

1/1/2020 –12/31/2020*	\$84.00
-----------------------	---------

1/1/2021-12/31/2021*	\$87.00
----------------------	---------

Page 19: Thomas P. O’Neill Jr. Federal Building

1/1/2020 –12/31/2020**	\$99.00
1/1/2021-12/31/2021*	\$99.00

IRS Tax Penalty for Failure to Take Required Benefit Payments At Required Beginning Date Page 39:

Effective with taxable years starting in 2023, the following is added to the end of the first paragraph in the section *When You Must Start Collecting Your Pension*:

Failure to start receiving your pension when required may result in you having to pay a penalty to the Internal Revenue Service of up to 25% of the amount of your payments that were not timely started.

Clarification of Overpayment of Benefits Information Page 55: The second paragraph on page 55 is deleted in its entirety and replaced as follows:

If the Plan makes any benefit payment exceeding the amount that should have been paid, the Trustees may take any lawful and appropriate action to recover the excess portion, including reducing the amount of future benefit payments to the person who received the overpayment. If you are culpable in causing the overpayment by, for example, providing false statements or fraudulent information, the Trustees may take additional action such as filing a lawsuit and seeking to recover the overpayment, plus interest and costs.

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