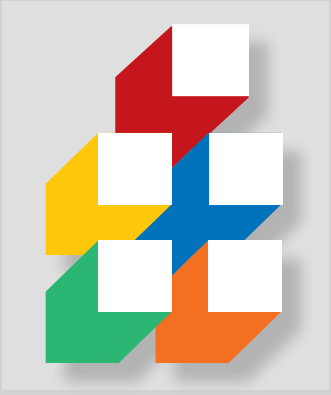
32BJ North Pension Fund



Summary Plan Description

January 1, 2016

Translation Notice

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

Member Services
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011-4676

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

Este folleto contiene un resumen en inglés de sus derechos y beneficios con el Plan del 32BJ North Pension Fund. Si tiene alguna dificultad para entender cualquier parte de este folleto, contacte al Centro de servicios para afiliados al 1-800-551-3225 para recibir asistencia, o escriba a la dirección siguiente:

Member Services
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011-4676

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

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

Member Services
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011-4676

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

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

Member Services
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011-4676

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

January 1, 2016

32BJ North Pension Fund

25 West 18th Street, New York, NY 10011-4676
Telephone: 1-800-551-3225

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

Union Trustees

Kyle Bragg
Secretary–Treasurer
SEIU Local 32BJ
25 West 18th Street
New York, NY 10011-1991

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

Employer Trustees

William Schur
President
Bronx Realty Advisory Board, Inc.
8 Depot Square, Suite 1
Tuckahoe, NY 10707

Richard Berger
President
New York Boiler, Inc.
5885 Preston Court
Brooklyn, NY 11234

Executive Director, Building Service 32BJ Benefit Funds

Susan Cowell

Director, Retirement Services

Regine Breton

Consultant and Actuary

The Segal Company, Inc

Legal Counsel

Slevin & Hart, P.C.

Fund Auditor

Bond Beebe

Contents

Page

Important Notice 5
Important Information About Your Plan 6
Fund Administration 6
Service Information 6
Becoming a Participant 6
Pension Service 7
Vesting Service 8
Breaks-in-Service 9
Protection from Breaks-in-Service 9
Reciprocity 10
Pension Types 11
Pension Type Eligibility Summary 11
Normal Retirement Pension 12
Early Retirement Pension 16
Disability Pension 16
Forms of Pension Payment 18
Single Life Pension 18
50% Joint and Survivor Pension 18
75% Joint and Survivor Pension 19
Lump-Sum Cashout 19
Pre-retirement Surviving Spouse Benefit 20
Lump-Sum Death Benefit 21
Reemployment After Retirement 22
General Information 23
Retirement 23

Page

How to Apply for a Pension 24
When Pension Benefits Begin 25
Incompetence or Incapacity 27
Suspension of Pension Benefits 27
Loss of Pension Benefits 27
Compliance with Federal Law 29
The Plan's Decision on Your Application 29
Appealing Denied Benefits 30
Employer Contributions 32
Assignment of Benefits 33
Qualified Domestic Relations Orders 33
Information and Proof 34
Right of Recovery 34
Overpayments 34
Military Leave 35
Plan Administration 37
Plan Amendment or Termination 38
No Guarantee of Employment 38
Federal Insurance 39
Statement of Rights under the Employee
Retirement Income Security Act of 1974 as Amended 40
Receive Information about the Plan and Benefits under the Plan 40
Prudent Actions by Plan Fiduciaries 41
Enforce your Rights 41
Assistance with your Questions 42
Plan Facts 43
Funding of Benefits and Type of Administration 43

Page

Plan Sponsor and Administrator 43
Participating Employers 44
Agent for Service of Legal Process 44

Appendix A: Special Rules for Former Participants of the Local 734 Pension Fund 45

Appendix B: Special Rules for Participants Covered by the Hudson Valley and Fairfield County Contractors Collective Bargaining Agreement 49

Appendix C: Special Rules for Participants Covered by the New York Racing Association ("NYRA") Collective Bargaining Agreement Covering Cleaning Workers and Employees Working Under the Yonkers Raceway Corporation Collective Bargaining Agreement. . . 51

Glossary of Terms. 53

Contact Information – Member Services . . . . . Inside Back Cover

Important Notice

This booklet is the Summary Plan Description ("SPD") of the 32BJ North Pension Fund ("the **Plan**"). This booklet is only a brief summary of the most important provisions of the **Plan**. Your rights to benefits will be governed by the official rules and regulations of the **Plan**, as interpreted by official action of the Board of Trustees ("the Board"). Nothing in this summary will modify or change the official rules and regulations of the **Plan**.

If there is any conflict between the terms of the official rules and regulations of the **Plan** and this booklet, the official rules and regulations of the **Plan** will control. Also, in the event there is any conflict between the official rules and regulations of the **Plan** and any oral advice you receive from a Building Service 32BJ Benefit Funds employee, **Union** representative, employer, or any other individual, the official rules and regulations of the **Plan** control.

The official rules and regulations of the **Plan** are available from the Compliance Office at the address and telephone number on page 44. In addition, the Board reserves the right, in their sole and absolute discretion, to amend the **Plan** at any time.

- Save this booklet – put it in a safe place. If you lose a copy, you can ask Member Services for another or obtain it from www.32bjfunds.org.
- If you change your name or address – notify Member Services immediately by calling 1-800-551-3225 so your records are up-to-date.
- Words that appear in **boldface** print are defined in the Glossary (see pages 53–56).
- Throughout this booklet, the words "you" and "your" refer to individuals who are **Participants**, as defined on page 55.

- This booklet describes the provisions of the **Plan** as amended through January 1, 2016, and generally applies to **Participants** who are still working in **Covered Employment** on this date. If you are already receiving benefits or terminated **Covered Employment** prior to January 1, 2016, this booklet does not apply to you and you should refer to the Summary Plan Description ("SPD") and official Plan documents in effect at the time you stopped working in **Covered Employment** (as defined on page 54) to determine your rights under the **Plan**. Member Services can provide copies of those documents to you. Please request these documents from Member Services in writing at the address on the inside back cover.

Important Information About Your Plan

Fund Administration

The 32BJ North Pension Fund is administered by a joint Board of Trustees composed of **Union** and Employer Trustees with each having equal voting power. The address of the Board of Trustees is: 25 West 18th Street, New York, NY 10011-4676. See page 1 for the members of the Board of Trustees.

Service Information

The amount of your pension is determined by the number of years of **Pension Service** you earn. You begin to receive **Pension Service** when you become a **Participant**.

Becoming a Participant

In general, an **Employee** hired on or after June 1, 2011* will become a **Participant** in the **Plan** on the first day of the 13th month after he begins working for a **Contributing Employer** in a job classification that is covered by a collective bargaining agreement or participation agreement requiring contributions to the **Fund**. For example, if an **Employee** begins working in **Covered Employment** as a superintendent for a **Contributing Employer** on July 7, 2016, he will become a **Participant** in the **Plan** on July 1, 2017, provided he is still working in **Covered Employment** on that date.

*Prior to June 1, 2011, you became a participant in the **Plan** on the last day of the first **Plan Year** for which your employer was required to make **Contributions** to the **Fund** on your behalf.

Notwithstanding anything in this SPD to the contrary, an **Employee** is not entitled to **Pension Service** for any period of time before he becomes a **Participant**. For the special rules that apply to **Employees** covered under the Hudson Valley and Fairfield County Contractors Agreement, see Appendix B on pages 49–50 and the New York Racing Association and Yonkers Raceway Collective Bargaining Agreements, see Appendix C on pages 51–52.

Your participation in the **Plan** will terminate if you terminate **Covered Employment** before you are **Vested** and suffer a **Break-in-Service** (see page 9).

Pension Service

You earn **Pension Service** for work in **Covered Employment** after becoming a **Participant**. The amount of pension credit you earn counts towards determining whether you are eligible for a benefit and the amount of your benefit. Except as otherwise provided in this SPD, if you worked in **Covered Employment** prior to December 31, 1975, you will be credited with the time you worked under the terms of the **Plan** in effect on December 31, 1975. For all work in **Covered Employment** after December 31, 1975, you will earn one month of **Pension Service** ($^1/_{12}$ of a year of **Pension Service**) for each month after December 31, 1975 during which you are a **Participant** and for which **Contributions** are required to be made to the **Plan** on your behalf. For special rules which apply to **Employees** covered under the Hudson Valley and Fairfield County Contractors Agreement, see Appendix B on pages 49–50 and the New York Racing Association and Yonkers Raceway Collective Bargaining Agreements, see Appendix C on pages 51–52.

The number of years of **Pension Service** used to determine your benefit is limited to 30. If you have accrued more than 30 years of **Pension Service**, your benefit will be calculated by using the highest 30 years of annual accruals.

If a **Participant** works for more than one **Contributing Employer** at the same time, he will be credited with only one month of service for each month during which one or more **Contributing Employers** is required to make **Contributions** on his behalf. If more than one **Contributing Employer** is required to make **Contributions** on a **Participant's** behalf, the **Contribution Rate** used to determine his accrual rate for such month will be that of the highest employer **Contribution**.

Vesting Service

When you are **Vested** in the **Plan**, you have a nonforfeitable right to a pension benefit at **Retirement**. This means the **Pension Service** you have earned cannot be lost even if you stop working for a **Contributing Employer**. If you worked in **Covered Employment** prior to December 31, 1975, you will be credited with the **Vesting Service** that you earned under the terms of the **Plan** in effect on December 31, 1975. For all work in **Covered Employment** after December 31, 1975, you will earn one month of **Vesting Service** for each month your employer is required to make **Contributions** to the **Fund** on your behalf, or as otherwise required under the applicable law. If your employer does not report your actual **Hours of Service**, you will be credited with 190 **Hours of Service** for each month a **Contributing Employer** is required to contribute monthly to the **Fund** on your behalf. You will earn one year of **Vesting Service** for each year in which you receive at least 1,000 **Hours of Service**.

If you worked at least one hour in **Covered Employment** on or after January 1, 1999 pursuant to a collective bargaining agreement, you will become **Vested** when you have earned five years of **Vesting Service**; otherwise you will become **Vested** when you have earned ten years of **Vesting Service**.

Breaks-in-Service

A **Break-in-Service** occurs when you fail to earn at least 501 **Hours of Service** in any 12 month period, commencing on the day in which a **Participant** first performed an **Hour of Service** for a **Contributing Employer** and each **Plan Year** commencing on or after that date.

Protection from Breaks-in-Service

However, you will not incur a **Break-in-Service** if:

- You are on a leave of absence provided for in your collective bargaining agreement between the **Union** and your **Contributing Employer**, provided you return to active employment immediately upon the conclusion of your leave of absence, or
- Your reemployment rights are protected by law, such as under the Family and Medical Leave Act of 1993 ("**FMLA**"), or
- You are absent from **Covered Employment** for maternity or paternity reasons for the birth of your child or placement of your adopted child or the care of such child for the period immediately following such birth or placement. The hours will be credited for the **Plan Year** in which the absence begins, if the crediting of such hours is necessary to prevent a **Break-in-Service**, or in any other case, the immediately following year. You must supply any requested documentation supporting the reason for your maternity or paternity leave.

If you are not **Vested** (see page 8), you will incur a permanent **Break-in-Service** if your number of consecutive **Breaks-in-Service** equals or exceeds the greater of five or your total number of years of **Vesting Service**. If you have a permanent **Break-in-Service** before you are **Vested**, all your **Pension Service** and **Vesting Service** before the first **Break-in-Service** is cancelled and cannot be reinstated. If you return to **Covered Employment**, you are considered a new **Participant**.

The following examples illustrate these rules:

- You left **Covered Employment** in July 1998, with four years of **Pension Service** and **Vesting Service**. On December 31, 2002, after an absence of 4½ years, you return to work for a **Contributing Employer** and continue working for 12 months or more. Since your number of **Breaks-in-Service** (four) was less than five and you earned one year of **Vesting Service**, upon returning to **Covered Employment** the four years of **Pension** and **Vesting Service** earned prior to your **Breaks-in-Service** will be restored.
- You left **Covered Employment** in July 2000, with four years of **Pension Service** and **Vesting Service**. On December 31, 2006, after an absence of 6½ years, you return to work for a **Contributing Employer**. Because your **Breaks-in-Service** (six) exceeded five years, your four years of **Pension Service** and **Vesting Service** earned prior to your 6½ year absence is lost and you begin as a new **Participant**.
- You left **Covered Employment** in July 2001, with six years of **Pension Service** and **Vesting Service**. In July 2007, after an absence of six years, you return to work for a **Contributing Employer**. Because you were **Vested** at the time you commenced your first **Break-in-Service**, you will not lose the six years of **Pension Service** and **Vesting Service** earned prior to your **Break-in-Service**.

The rules governing the restoration of your pre-**Break-in-Service Pension Service** is based on the terms of the **Plan** in effect at the time of your **Break-in-Service**. If you have any questions regarding these rules, please contact the Fund Office.

Reciprocity

The **Trustees** of the **Fund** have entered into a reciprocity agreement with the Building Service 32BJ Pension Fund covering **Participants** of this **Fund**. This reciprocity agreement generally provides for recognition of **Vesting Service** and/or **Pension Service** in determining whether a **Participant** is **Vested** in this **Plan** or entitled to a particular type of pension (e.g., **Early Retirement Pension**) under this **Plan**. Reciprocity does not affect the amount of a **Participant's** benefit. If you have worked in employment for which required contributions were required to be made to the Building Service 32BJ Pension Fund on your behalf, when you **Retire** you should let us know.

Pension Types

This **Plan** offers three types of pensions based on combinations of **Pension Service**, **Vesting Service**, age and/or health. This section will help you determine the type(s) of pension for which you may be entitled and that meets your personal needs. The pension types are:

- Normal Retirement Pension
- Early Retirement Pension
- Disability Pension

Pension Type Eligibility Summary

The following table summarizes the eligibility requirements for the three types of pensions that the **Plan** offers:

Type of Pension	**Minimum Age**	**Minimum Pension Service**	**Additional Conditions**
Normal Retirement Pension	65	One month	**Vested**
Early Retirement Pension	55	One month	Ten years of **Vesting Service**
Disability Pension	60	Ten years	Total and permanent disability (as evidenced by Social Security Disability Notice of Award) which began while an **Active Participant**

Maximum **Pension Service**: If you have accrued more than 30 years of **Pension Service**, your benefit will be calculated by using the highest 30 years of annual accruals.

Normal Retirement Pension

In order to be eligible for a Normal Retirement Pension, you must attain **Normal Retirement Age** and be **Vested**.

The amount of your Normal Retirement Pension is equal to (1) the benefit you earned as of December 31, 2006 under the terms of the **Plan** in effect at that time, plus (2) the sum of your annual accruals for each **Plan Year** commencing with 2007.

For your work in **Covered Employment** on or after January 1, 2007, your annual accrual for each **Plan Year** is calculated under the following formula:

$$\$6 \times \frac{\text{Average Monthly Contribution Rate*}}{\$28} = \text{accrual rate}$$

* **Average Monthly Contribution Rate** is the weighted average **Contribution Rate** for each **Plan Year** beginning January 1, 2007 through June 14, 2009. For periods on or after June 15, 2009, the **Contribution Rate** in effect on June 15, 2009 is used. Any increase in **Contributions** effective on or after June 15, 2009, shall not be included in the **Average Monthly Contribution Rate** used to calculate a **Participant's** accrual rate.

If you work in **Covered Employment** for all 12 months in a year, then your accrual rate equals your annual accrual for that year. However, if you work in **Covered Employment** only a portion of a year, then your annual accrual for that year is calculated using the following formula:

$$\text{Accrual rate} \times \frac{\text{Pension Service in that Plan Year}}{\text{12 months}} = \text{annual accrual}$$

Your annual accruals are then added together to determine your benefit at your **Normal Retirement Age**.

To understand how this formula works, consider the following examples:

This example illustrates how to combine service accrued through December 31, 2006 and service accrued on and after January 1, 2007:

Example 1:

Frank began working in **Covered Employment** on January 1, 2002 and will retire December 31, 2021 at age 65 with 20 years of **Pension Service**. During the period January 1, 2002 through December 31, 2006, his accrued monthly benefit was $204.80 under the benefit formula in effect at that time. During the period January 1, 2007 through December 31, 2021, his **Contribution Rate** is $179.20 and he works every month. His Normal Retirement Pension would be determined in two parts, as follows:

For the five years January 1, 2002 through December 31, 2006:

Accrued Normal Retirement Benefit as of December 31, 2006 = $204.80

For the 15 years January 1, 2007 through December 31, 2021:

$$\text{Accrual rate} = \$6.00 \times \frac{\$179.20}{\$28} = \$38.40$$

Normal Retirement Benefit for 15 years worked during the period
= $38.40 X 15 = $576.00

Normal Retirement Benefit = $576.00 + $204.80 = $780.80

This example illustrates benefit accruals under the plan effective January 1, 2007 and also illustrates an accrual for a partial year of service:

Example 2:

Joe began working in **Covered Employment** on January 1, 2007 and will retire July 1, 2020 at age 65 with 13½ years of **Pension Service**. During his employment, his **Contribution Rate** is $140 and he works every month. His Normal Retirement Pension would be determined as follows:

$$\text{Accrual rate} = \$6 \times \frac{\$140}{\$28} = \$30$$

Annual accrual for each year, 2007 through 2019 =

$$\frac{\$30 \times 12 \text{ months}}{12 \text{ months}} = \$30$$

$$\text{Annual accrual for 2020} = \$30 \times \frac{6 \text{ months}}{12 \text{ months}} = \$15$$

His Normal Retirement Benefit would be $405
(13 years X $30, plus $15)

This example illustrates how to determine your annual accrual if your Contribution Rate changes during the year:

Example 3:

Maria began working in **Covered Employment** on January 1, 2008 and worked every month in that year. During 2008, the **Contribution Rate** was $160 from January through May (five months) and $179.20 from June 1 through December 31 (seven months). Her accrual for 2008 is calculated as follows:

Average Monthly Contribution Rate for 2008 =

$$\frac{\$160 \times 5 \text{ months} + \$179.20 \times 7 \text{ months}}{12 \text{ months}} = \$171.20$$

$$\text{Accrual rate for 2008} = \$6 \times \frac{\$171.20}{\$28} = \$36.69$$

$$\text{Annual accrual for 2008} = \$36.69 \times \frac{12 \text{ months}}{12 \text{ months}} = \$36.69$$

Please Note: If you have accrued more than 30 years of Pension Credit, your benefit will be calculated by using the highest 30 years of annual accruals.

For an estimate of your accrued benefits, please write to the **Fund** at 25 West 18th Street, New York, NY 10011.

Early Retirement Pension

In order to be eligible for an Early Retirement Pension, you must be between the ages of 55 and 65 and have accrued at least ten Years of **Vesting Service**.

The amount of your Early Retirement Pension is equal to a percentage of your Normal Retirement Pension, based on your age (in years and months) on your **Annuity Starting Date**. For example, if you **Retire** on your 55th birthday, your Early Retirement Pension is 38% of your Normal Retirement Pension. If you **Retire** on your 64th birthday, your Early Retirement Pension is 90% of your Normal Retirement Pension. Please contact the Fund Office to determine the exact percentage applicable to your Early Retirement **Annuity Starting Date**.

Disability Pension

You are entitled to receive a Disability Pension if you are at least age 60 and at the time you terminate **Covered Employment**:

- you are **Totally and Permanently Disabled**, provided you are still disabled as of your **Annuity Starting Date**,
- you have not yet attained **Normal Retirement Age**, and
- you have at least ten years of **Pension Service**.

You are considered **Totally and Permanently Disabled** if as a result of a disability that occurred while you were an **Active Participant**, you have been awarded a Social Security disability benefit from the United States Social Security Administration.

However, you will not be eligible to receive a Disability Pension if your disability is due to bodily injury or disease that was: (1) intentionally self-inflicted; (2) contracted, suffered or incurred while you were engaged in, or resulted from your engagement in, a business enterprise other than that for which **Contributions** are required; (3) contracted, suffered or incurred while you were engaged in felonious criminal activity; or (4) the result of the illegal use of narcotics or drugs. The **Trustees**, in their sole discretion, have the right to determine, based on reasonable evidence, whether any of these events has occurred, and their determination shall be final and binding on all persons.

The amount of your Disability Pension is your Normal Retirement Pension, based on your **Pension Service** and the **Plan** provisions in effect when you ceased being an **Active Participant** because of a disability, reduced by 0.5% for each month (6% per year) by which your **Annuity Starting Date** precedes your **Normal Retirement Age**.

You are entitled to receive a Disability Pension only during the time you continue to receive Social Security disability. In the event that you are no longer determined to be **Totally and Permanently Disabled**, you may re-enter **Covered Employment** and resume the accrual of **Pension Service**. However, if you continue to receive a Disability Pension from the **Fund** until you reach **Normal Retirement Age**, you will continue to receive a Disability Pension for the remainder of your lifetime, provided you do not become an **Active Participant** in the **Fund** at a later date or commence working in **Disqualifying Employment** (see pages 22–23).

Forms of Pension Payment

Once you decide to **Retire**, your pension will be paid to you in one of the following ways, which are described in more detail on pages 18–22 and pages 23–25, based on your marital status and election at the time of your **Retirement**:

- **Single Life Pension** (for unmarried **Participants** or married **Participants** with appropriate spousal consent),
- **50% Joint and Survivor Pension** (required form for married **Participants** unless you elect the 75% Joint and Survivor Pension (as defined on the next page) or Single Life Pension with spousal consent),
- **75% Joint and Survivor Pension** (for married **Participants**, spousal consent is not required), and
- **Lump-Sum Cashout** (only available if the present value of your benefit as of your **Annuity Starting Date** is $5,000 or less).

Single Life Pension

If you do not have a **Spouse** on your **Annuity Starting Date**, you will receive a monthly benefit for your life upon your **Retirement**. Your benefit will terminate upon your death.

50% Joint and Survivor Pension

If you have a **Spouse** on your **Annuity Starting Date**, your benefits will automatically be paid in the form of a 50% Joint and Survivor Pension. Under this benefit form, you will receive monthly payments for your lifetime and one-half of the monthly amount that you receive will be paid to your **Surviving Spouse** upon your death for the remainder of your **Spouse's** life.

The amount of your monthly benefit that would be paid under a Single Life Pension is reduced based on your age and the age of your **Spouse** in order to provide these benefits to you both.

75% Joint and Survivor Pension

If you have a **Spouse** on your **Annuity Starting Date**, you can elect to receive your benefit as a 75% Joint and Survivor Pension. Under this form of payment, you will receive a monthly benefit for your lifetime and upon your death your **Surviving Spouse** will receive a lifetime benefit equal to 75% of the benefit you were receiving prior to your death. The monthly benefit you would have received as a Single Life Pension is reduced to account for your benefit being paid over two lifetimes.

When you apply for a pension, you will be notified of the estimated amount of your monthly pension payment as a 50% Joint and Survivor Pension, 75% Joint and Survivor Pension and Single Life Pension. If you and your **Spouse** want your pension to be paid in the form of a Single Life Pension, you and your **Spouse** must timely complete a special election and consent form with your benefit application and file it with the **Fund**. Your **Spouse's** consent must be in writing and notarized.

You may revoke a prior waiver of the 50% Joint and Survivor Pension without the consent of your **Spouse** at any time during the 90-day period prior to your **Annuity Starting Date** by notifying the Fund Office of such revocation in writing and acknowledging its effect. This means that you will receive your benefit as a 50% Joint and Survivor Pension unless you choose the 75% Joint and Survivor Pension.

Lump-Sum Cashout

Notwithstanding any other provision of this SPD, if you apply for benefits and the present value of your benefit as of your **Annuity Starting Date** is $5,000 or less, the **Fund** will pay your benefit as a single lump-sum payment.

When you apply to receive your benefit, you must elect how much, if any, of your monthly payments to withhold for federal tax purposes. However, if you receive an eligible rollover distribution, the **Fund** will give you the option of rolling over that benefit into an individual retirement account or another qualified plan that accepts rollovers. In general, an eligible rollover distribution is one that is not part of a series of substantially equal periodic payments made for life or for a period of ten years or more (e.g., a Single Life Pension or a Joint and Survivor Pension). You will be notified upon **Retirement** if these rules apply to you. If they do, you will receive a special notice and election form explaining the **Fund's** rollover rules and giving you the option to elect to rollover all or some of your benefit. If you choose not to rollover any part of an eligible rollover distribution, the **Fund** is required to withhold 20% of the amount paid to you for federal tax purposes.

You may not change your form of benefit once benefit payments begin.

Pre-retirement Surviving Spouse Benefit

If you predecease your **Spouse** prior to your **Annuity Starting Date** and are **Vested** at the time of your death, your **Surviving Spouse** is entitled to a Pre-retirement Surviving Spouse Benefit. The amount of this benefit is equal to 50% of your accrued benefit, which is then reduced based upon the ages of you and your **Spouse**. However, if your **Spouse** applies for a benefit and the present value of the Pre-retirement Surviving Spouse Benefit as of your **Spouse's Annuity Starting Date** is $5,000 or less, the **Fund** will pay the benefit to your **Spouse** as a single lump-sum payment.

Your **Surviving Spouse** will receive the Pre-retirement Surviving Spouse Benefit as monthly payments for his or her lifetime. Benefit payments will commence on the later of a) your **Normal Retirement Age**; b) the first of the month following the date of your death; or c) such later date as the S**urviving Spouse** may elect but no later than the December 31st of the year during which you would have turned 70½ .

Your **Surviving Spouse** may also elect to receive his/her benefit on the first day of the month following the date on which you would have attained age 55, provided you earned at least ten years of **Vesting Service** under the **Plan**.

However, if your **Spouse's** benefit commences before your **Normal Retirement Age**, the amount paid to your **Spouse** will be reduced in the same manner as the Early Retirement Pension, based on when your **Spouse's** benefits commence. For example, if your **Spouse's** benefits commence on the first day of the month after the date on which you would have attained age 55, your **Spouse's** benefit would be equal to 38% of the full **Surviving Spouse** benefit.

The Pre-retirement Surviving Spouse Benefit may not be paid to anyone other than your **Spouse**, unless a **Qualified Domestic Relations Order** (**"QDRO")** provides payment to a former **Spouse**. If your **Spouse** dies before the date the benefit is to commence, no benefits are payable under the **Plan**.

Lump-Sum Death Benefit

Upon your death, your designated **Beneficiary** is entitled to a lump-sum death benefit if you meet one of the following circumstances at your death:

- If you **Retire** with 15 years or more of **Pension Service**, you die after your **Annuity Starting Date**, and you were 65 years of age or older when you were last an **Active Participant**, your **Beneficiary** will receive a lump-sum payment of $2,000.
- If you **Retire** with more than 10 years but less than 15 years of **Pension Service**, you die after your **Annuity Starting Date**, and you were 65 years of age or older when you were last an **Active Participant**, your **Beneficiary** will receive a lump-sum payment of $1,000.
- If you have accrued 15 years or more of **Pension Service**, you die while receiving either a Disability Retirement Pension, Normal Retirement Pension or an Early Retirement Pension, and you ceased to be an **Active Participant** after attaining age 50 but before attaining age 65, your **Beneficiary** will receive a lump-sum payment of $1,000.

You may designate your **Beneficiary**, and may change that designation, by completing a new designation form and submitting it to the **Fund** at 25 West 18th Street, New York, NY 10011. You may only designate a **Beneficiary** only on the forms provided by the **Fund**. The **Fund** will not accept a **Beneficiary** designation in any other manner.

If no **Beneficiary** has been designated, or if your **Beneficiary** is not alive when you die, your death benefit will be payable to your **Surviving Spouse**, or if none, to your surviving children in equal shares, or if none, to your surviving parents, or if none, to your surviving siblings in equal shares, or if none, to your estate.

Reemployment After Retirement

If you are receiving a pension from this **Plan**, your monthly pension benefit will be permanently suspended in any month in which you work in **Disqualifying Employment. Disqualifying Employment** means employment of 40 hours or more per month for a **Contributing Employer** in the same trade or craft in which you worked while covered under the **Plan**. In general, as long as you work in **Disqualifying Employment**, the **Fund** cannot pay your pension benefit until the April 1st of the calendar year following the calendar year in which you attained age 70½. However, as long as you continue to work in **Covered Employment**, you will continue to accrue additional pension credit to the extent required under the **Plan**. However, if you continue to work in **Disqualifying Employment** after the April 1st following the year in which you attain age 70½, any additional benefit service earned will be reduced by the value of benefits received.

If at any time you work for a **Contributing Employer** in the type of work that may be **Disqualifying Employment,** regardless of the number of hours, you are required to notify the **Fund** within 20 days of the commencement of such employment and respond to requests for information by the **Fund** to enable the **Fund** to comply with the **Plan**'s suspension of benefit rules. If you fail to give timely notice to the **Fund** of your employment or fail to provide the **Fund** with any requested information regarding your employment, the **Trustees** will presume that you worked at least 40 hours during each month you worked in that employment and any subsequent month before you give notice that you have ceased working in **Disqualifying Employment**. You have the right to overcome this presumption by establishing to the satisfaction of the **Fund** that your work was not **Disqualifying Employment**.

You may request a determination from the Board of Trustees regarding whether specific employment is the type that will result in the suspension of benefits. If you become employed after your pension benefits commence and the Board of Trustees determines that your employment is considered **Disqualifying Employment**, your benefit payments will be suspended. Any request for a determination concerning employment will be considered in accordance with the rules of the **Plan**. To obtain an advance determination concerning whether specific employment will result in suspension of benefits, please contact Member Services.

If you receive a monthly pension benefit for any month in which your benefit should have been suspended due to **Disqualifying Employment**, the overpayment plus interest, if applicable, will be deducted from your future monthly benefits payable under the **Plan**, provided that the deduction each month will not exceed 25% of your total monthly benefit, excluding your first payment upon re-retirement, which may be subject to 100%.

General Information

Retirement

Retirement under the **Plan** is voluntary. All benefits are in addition to any benefits you receive from Social Security. In order to be eligible to receive benefits from the **Plan**, you must apply for a pension benefit and completely withdraw from all **Disqualifying Employment** unless you have reached the April 1st following the year you attained age 70½ (see pages 22–23).

How to Apply for a Pension

Call Member Services at 1-800-551-3225 to request a Retirement Counselor. The Retirement Services Department has a staff of experienced Retirement Counselors to assist you through the retirement process. When you are ready to **Retire**, your Retirement Counselor will set up an appointment with you to review your pension estimate and help you complete the application.

Applications for all types of pensions, including applications for a Disability Pension which contains two parts: a Disability Eligibility Verification Form and the **Plan's** Pension Application, may be obtained from the Retirement Services Department at 25 West 18th Street, New York, NY 10011.

We recommend that you obtain an application at least four months before your expected **Retirement** date as it sometimes takes up to 90 days for your application to be approved. You may apply for a pension while you are still working, so long as you withdraw from all **Disqualifying Employment** before your pension benefits begin.

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

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

Alert: If you are married, federal law requires the **Fund** to pay your benefit as a 50% Joint and Survivor Pension unless your **Spouse** consents to waive his or her right to this form of payment or you elect the 75% Joint and Survivor Pension.

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

There is at least a 30-day waiting period after you have been provided a written explanation of your benefits until your pension can begin, unless you (with the consent of your **Spouse** if you are married) waive this waiting period. In this case, your pension will begin on the first of the month following the date your application has been received (but no less than seven days after the written explanation has been provided). For example, if you are mailed an application on March 7th and your completed application is received on March 15th, your **Annuity Starting Date** (see page 53) will be May 1st, unless you and your **Spouse** have waived the 30-day waiting period, in which case your **Annuity Starting Date** will be April 1st. Please note that, depending on when we receive your application, you may not receive your first payment until after your **Annuity Starting Date**. In this case, however, your first payment will include all payments due you for the period from your **Annuity Starting Date** through the date to which your payments begin.

The Retirement Counselor will be glad to assist you if you have any questions while completing your pension application.

When Pension Benefits Begin

Generally, benefit payments will begin in the first full calendar month in which you have met all the requirements for the benefit form you elect, provided the **Fund** has received a completed application for benefits. The date benefits are first payable is known as your **Annuity Starting Date**. If after terminating **Covered Employment**, you wait to begin your pension until after your **Normal Retirement Age**, and you are not working in **Disqualifying Employment** (see pages 22–23) you will receive a monthly pension that is increased to reflect the period after your **Normal Retirement Age** during which you were not receiving benefits. The increase will be 1% for each month your benefit was postponed on or after your **Normal Retirement Age** and through age 70, 1.5% for each month your benefit was

postponed from age 70 through age 75, 2.75% for each month your benefit was postponed from age 75 through age 80, and 3% per month for each month your benefit was postponed from age 80 thereafter. No increase will apply to months for which your benefit was suspended because of working in **Disqualifying Employment** except to the extent required by law.

Your benefit application must be filed with the **Fund** within the 90-day period before your **Annuity Starting Date** and you must specify on your application the date that you wish payments to commence. However, you cannot choose a date that is before the date on which the **Fund** receives your completed benefit application. You may make an appointment with a Retirement Counselor by calling Member Services at 1-800-551-3225. You may request an application by writing to the **Fund** at:

32BJ North Pension Fund
Attention: Retirement Services Department
25 West 18th Street
New York, NY 10011

If you are an **Active Participant** and you attain age 70½ on or after January 1, 1999, you have the choice of beginning to receive your monthly benefit payments as of the April 1st of the calendar year following the calendar year in which you attained age 70½, even if you keep working in **Covered Employment**, or upon your actual **Retirement**. However, if you are no longer working in **Covered Employment**, except if you are a five (5) percent owner of an employer, your monthly benefit must commence no later than April 1st of the year following the year in which the later of your **Retirement** or your attainment of age 70½ occurs (or would have occurred with respect to a deceased **Participant**). If you are a five (5) percent owner of an employer, your monthly benefits must commence no later than the April 1st of the calendar year following the calendar year in which you attain age 70½, to the extent required by law.

Incompetence or Incapacity

If the Board of Trustees determines that you are unable to care for your affairs because of mental, physical or legal incapacity, the Board may direct any pension due be paid to your legal representative. Payment to your legal representative shall discharge the Board and the **Fund** from any liability to you on account of such benefits.

Suspension of Pension Benefits

Payments begin when you **Retire** under the rules of the **Plan** and will generally continue for the rest of your life. However, if you have **Disqualifying Employment** after **Retirement,** your pension may be suspended. Please see pages 22–23 of this booklet for details. You must notify Member Services within 30 days after beginning work in **Disqualifying Employment**. Failure to give this notice could cause your benefits to be suspended for up to an additional year after you stop working.

Loss of Pension Benefits

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

1. If your **Covered Employment** terminates by resignation, discharge or death before you have completed five (5) years of **Vesting Service** and you do not reach your **Normal Retirement Age** while still a **Participant**, your **Retirement** benefit will be forfeited, as more fully described in the section of this SPD called "**Vesting Service**" on page 8.

2. If you die before you **Retire**, the only benefit payable under the **Plan** is the Pre-retirement Surviving Spouse Pension. If you die before you **Retire**, and do not have a **Spouse** to whom you have been married for at least one year, no benefits will be payable under the **Plan**.

3. You will be entitled to benefits that you have earned during periods when an employer was obligated to make **Contributions** to the Pension Fund on your behalf. If your employer ceases to be obligated to make **Contributions** to the Pension Fund on behalf of **Employees** in your classification; however, and you continue working for that employer in that classification, your work will no longer be **Covered Employment** and you will receive no **Pension Service**.

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

5. If the **Plan** terminates, certain benefits under the **Plan** may be reduced or eliminated, consistent with federal law. See "Plan Amendment or Termination" on page 38 for more information.

6. Federal law permits payment of all, or a portion of, your benefit to an alternate payee, provided such payment is made to comply with a **Qualified Domestic Relations Order ("QDRO")** relating to child support, alimony or marital property rights payments. See the section of this SPD entitled "Qualified Domestic Relations Order" on page 33 for more information.

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

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

9. See the section of this SPD called "Suspension of Pension Benefits" on page 27 to determine if your reemployment or your continued employment after your Normal Retirement Date may cause your **Retirement** benefit payments to be suspended.

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

Compliance with Federal Law

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

The Plan's Decision on Your Application

If your claim for benefits is denied, in whole or in part, you will receive a written explanation of the reason(s) for the denial usually within 90 days after your claim has been received by the Fund Office. If additional time of up to 90 days is required because of special circumstances, you will be notified in writing of the reason for the delay, and the date that the **Fund**

expects to issue a final decision. A decision will be made with respect to your claim no more than 180 days from the date your claim is first filed with the Fund Office.

If your claim is denied, you will receive a written explanation that contains the following information:

- the specific reason(s) for the denial,
- reference to the specific provision of the **Plan** document or rule on which your denial is based,
- a description of additional materials you would need to perfect your claim and an explanation of why we need this material,
- the steps you must take if you want to have your denied claim reviewed, including the amount of time you have to do this, and
- your right to bring an action under the Employee Retirement Income Security Act of 1974 ("**ERISA")** if you decide to appeal and that appeal is denied.

You must include in your written appeal all the facts regarding your claim, as well as the reason(s) you feel the denial was incorrect. You may receive, upon request and free of charge, reasonable access to, and copies of, documents relevant to your claim. You may submit issues and comments in writing, and documents relating to your claim.

Appealing Denied Benefits

If your application is denied, in whole or in part, and you want to dispute the denial, you must file a written request for a review of your application by the **Trustees** within 60 days of the date of the written denial notification. Such written request must include all the facts regarding the application, as well as the reasons you believe the denial was incorrect. Your appeal will be deemed filed upon receipt of it by the **Trustees**. You may receive, upon request and free of charge, reasonable access to, and copies of, documents relevant to your application. You may also submit additional documents to support your application.

You may name a representative to act on your behalf. To do so, you must notify the **Trustees** in writing of the representative's name, address and telephone number. You may also, at your own expense, have legal representation at any stage of this review process. However, the **Trustees** are not responsible for paying any legal expenses you incur during the course of an appeal.

The **Trustees**, in making their decision on your appeal, will apply the terms of the **Plan** document and any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents. The **Trustees** will also consider all information you submit.

The **Trustees** will decide your appeal at the Board of Trustees meeting that immediately follows receipt of the appeal; provided, however, if you make a request for review of a denied claim and such request for review is received within 30 days of a **Trustees**' meeting, the **Trustees'** decision will be made at the second meeting held after receipt of the appeal. If special circumstances require a further extension of time, the decision will be made no later than the third Board of Trustees meeting following the **Fund's** receipt of your appeal.

If your appeal is denied, the denial notice will set forth the specific reason for the denial and the specific **Plan** provisions on which the denial is based. The denial notice will include a statement of your right to bring a lawsuit under **ERISA**, and a statement that you are entitled, upon request and free of charge, to copies of all documents relevant to your claim.

If you fail to file a notice of appeal within the time provided, the original decision on your claim becomes final and binding. You must exhaust these administrative remedies before you can bring a lawsuit in federal court under **ERISA**. **The Trustees have established a three (3) year limitation period from the date your claim was denied with which you may file a lawsuit.** In addition, claims for benefits must be brought in the federal courts located in New York.

The Board of Trustees has the power to interpret, apply, construe, and amend the provisions of the **Plan** and make factual determinations regarding its construction, interpretation and application, and any decision made by the Board of Trustees in good faith is binding upon employers, **Employees**, **Participants**, **Beneficiaries**, and all other persons who may be involved or affected by the **Plan**.

Employer Contributions

The **Plan** receives **Contributions** in accordance with collective bargaining agreements between various employer associations or various independent employers, and SEIU Local 32BJ. These collective bargaining agreements provide that employers contribute to the **Fund** on behalf of each covered **Employee** on the basis of a fixed rate per month or hour.

The Fund's Compliance Office will provide you, upon written request, with information as to whether a particular employer is contributing to the **Plan** on behalf of **Participants** working under a collective bargaining agreement or a participation agreement and, if so, to which program of benefits the employer is contributing.

Assignment of Benefits

The **Plan** prohibits a **Participant**, **Retiree**, **Beneficiary** or **Surviving Spouse** from assigning, transferring, selling, mortgaging, or pledging pension benefits. However, the law provides an exception for **Qualified Domestic Relations Orders** (**"QDROs"**).

Qualified Domestic Relations Order

When the **Fund** receives any judgment, decree, or order (including approval of a property settlement agreement) that requires the **Plan** to pay benefits to an Alternate Payee, as defined below, pursuant to a state domestic relations law, the **Plan** will notify the **Participant** and the Alternate Payee of the receipt of that judgment and the procedures for determining whether it is a **QDRO**.

An Alternate Payee means any **Spouse**, former **Spouse**, child, or other dependent of a **Participant** recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the **Plan**. To the extent provided in any **QDRO**, the former **Spouse** of a **Participant** can be treated as the **Surviving Spouse** for purposes of the Qualified Joint and Survivor Pension and Pre-retirement Surviving Spouse Benefit if the former **Spouse** and **Participant** were married for at least one year as of the date of divorce.

Participants and **Beneficiaries** may obtain, without charge, a copy of the **Plan's QDRO** procedures by contacting the **Fund** at 1-800-551-3225.

Information and Proof

Right of Recovery

If you make a willfully false statement material to your benefit application or furnish fraudulent information, your benefits may be denied, suspended or discontinued. The **Fund** has the right to recover any benefits paid to you or your **Beneficiary** in reliance on any false statement or information submitted (including withholding a material fact), plus interest and costs, without limitation. The **Fund** also reserves the right to recover any erroneous payments made to you by the **Fund**. The **Fund** may exercise its rights of recovery through legal process or by offsetting future benefit payments to you, your **Beneficiary** (including a **Surviving Spouse**), or you or your **Beneficiary's** heirs, assigns or estate.

Overpayments

If the benefit payments made to you exceed the amount which is due under the **Plan** for any reason (including, without limitation, mistake of fact or law, reliance on any false or fraudulent statements, information or proof submitted by a claimant, or the continuation of payments after the death of a **Participant** or **Beneficiary** entitled to them), the **Trustees** (or their delegate) shall have full authority, in their sole and absolute discretion, to recover the amount of any overpayment plus interest, attorney's fees and costs. That authority shall include, but shall not be limited to:

- The right to reduce benefits payable in the future to the person who received the overpayment,
- The right to reduce benefits payable to any **Beneficiary** (including a **Surviving Spouse**) who is, or becomes, entitled to receive payments under the **Plan** derived from the rights of a **Participant** who received an overpayment, and
- The right to initiate legal action against any person or estate that received or benefitted from the overpayment.

Military Leave

The Uniformed Services Employment and Reemployment Rights Act ("USERRA") provides reemployment rights and benefits and protection from discrimination to individuals who, either by induction or as a volunteer, have entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as **Hours of Service** for all purposes under the **Plan**, including vesting, benefit accrual and eligibility.

To be entitled to reemployment rights and pension benefits under USERRA, you generally must:

1. be absent from **Covered Employment** because of your military service,

2. give advance notice of your service to your employer, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances,

3. be absent for military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war,

4. apply for a job as required by law within the requisite time period, and

5. receive an honorable discharge or satisfactorily complete military service.

For periods of service of less than 31 days or an absence due to a fitness exam, you must report back to **Covered Employment** not later than the first regularly scheduled work period on the first day, after an eight hour break, and after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for employment within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances. This is only a brief summary of the rules under USERRA. You will be entitled to these rights and benefits under the **Plan** only if you satisfy the requirements under the law.

If you otherwise would qualify for reemployment rights under the law, but you are not reemployed because you die while in military service, you will be treated as having returned to **Covered Employment** on the day before your death, and terminating such **Covered Employment** on the date of your death, for the purpose of granting **Vesting Service** during your period of military leave, to the maximum extent permitted by law. In addition, if you otherwise would qualify for reemployment rights under the law, but you are not reemployed because you die or become disabled while in military service on or after January 1, 2007, you will be treated as having returned to **Covered Employment** on the day before your death or disability, and terminating such **Covered Employment** on the date of your death or disability for the purpose of granting **Pension Service** during your period of military leave, to the maximum extent permitted by law.

Plan Administration

The **Plan** is what the law calls a "defined benefit" pension program. Benefits are provided in the amounts specified in the **Plan** Rules and Regulations from the **Plan's** assets. Those assets are accumulated under the provisions of the **Trust Agreement** (as defined on page 37) and are held in a Trust Fund for the purpose of providing benefits to covered **Participants** and defraying reasonable administrative expenses.

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

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

All determinations and interpretations made by the Board and/or its duly authorized designee(s) shall be final and binding upon all **Participants**, **Beneficiaries** and any other individuals claiming benefits under the **Plan**. The Board has delegated administrative and operational functions to the staff of the Building Service 32BJ Benefit Funds. Most of your day-to-day questions can be answered by the Member Services department. If you wish to contact the Board, please write to:

Board of Trustees
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011

Plan Amendment or Termination

It is intended that this **Plan** will be maintained indefinitely. However, to the extent permitted by law, the **Trustees** reserve the right to modify or reduce benefits or to change any **Plan** rule or policy. In addition, the **Trustees** may amend or terminate this **Plan** at any time, subject to the collective bargaining agreement or any other agreement between the **Union** and the employers.

The **Trustees** have the sole power and discretion to construe the provisions of the **Plan**. Any construction adopted by the **Trustees** in good faith is binding on the **Union**, the employers, **Participants** and **Beneficiaries**.

No Guarantee of Employment

Participating in this **Plan** does not give you the right to be employed by any employer nor does it give you a right or claim to a pension unless specifically provided by the **Plan**.

Federal Insurance

Your pension benefits under this multiemployer Pension Plan are insured by the Pension Benefit Guaranty Corporation ("the PBGC"), a Federal insurance agency. Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

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

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

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

For more information about the PBGC and the benefits it guarantees, contact the PBGC Customer Contact Center, P.O. Box 151750, Alexandria, VA 22315-1750, or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov. Alternatively, you can contact Member Services.

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

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

Receive Information about the Plan and Benefits under the Plan

- Examine, without charge, at the Fund Office and at other specified locations, such as work sites and union halls, all **Plan** documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the **Plan** with the U.S. Department of Labor, such as detailed annual reports and **Plan** descriptions.
- Obtain, upon written request to the **Trustees**, copies of documents that govern the operation of the **Plan**, including insurance contracts, collective bargaining agreements and the latest annual report (Form 5500 series) and updated Summary Plan Descriptions. The **Trustees** may charge a reasonable fee for copies.
- Receive a summary of the **Plan's** annual financial report. The **Trustees** are required by law to furnish each **Participant** with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at **Normal Retirement Age** and, if so, what your benefits would be at **Normal Retirement Age** if you stop working under the **Plan** now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The **Plan** must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for **Plan Participants**, **ERISA** imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your **plan**, called "fiduciaries" of the **Plan**, have a duty to do so prudently and in the interests 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 these rights. For instance, if you request a copy of **Plan** documents or the latest annual report from the **Plan** and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the **Trustees** to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the **Trustees**. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or a federal court. In addition, if you disagree with the **Plan's** decision or lack thereof concerning the

qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that the **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. A court will decide who should pay court costs or legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with your Questions

If you have any questions about the **Plan**, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under **ERISA**, or if you need assistance in obtaining documents from the **Trustees**, you should contact the nearest area office of the Employee Benefits Security Administration ("EBSA"), US Department of Labor, as listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries,
Employee Benefits Security Administration ("EBSA")
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under **ERISA** by calling the publications hotline of EBSA or by visiting the Department of Labor's website at http://www.dol.gov.

Plan Facts

Plan Name: 32BJ North Pension Plan
Plan's Employer Identification Number ("EIN"): 13-1819138
Plan Number: 001
Plan Year: The Fund's records are maintained on a calendar year basis
Type of Plan: Defined Benefit Pension Plan

Funding of Benefits and Type of Administration

Employers are required to make **Contributions** to the **Fund**. **Participants** are not permitted to make **Contributions** on their own behalf. Benefits are paid according to **Plan** provisions out of a trust fund which is used solely for this purpose and for paying reasonable administrative expenses.

Plan Sponsor and Administrator

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

Board of Trustees
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011

Participating Employers

The **Plan** is maintained pursuant to various collective bargaining agreements between the **Contributing Employers** and the **Union**. Two of the employer associations maintaining the **Plan** are the Bronx Realty Advisory Board, Inc. and the Boiler Service Maintenance and Repair Employers Association of New York, Inc. Copies of collective bargaining agreements are available for examination by **Participants** and **Beneficiaries** upon written request to the **Fund**.

A complete list of the employers contributing to the **Fund** may be obtained upon written request to the **Fund** and is available for examination at the **Plan's** office at:

Compliance Office
Building Service 32BJ Benefit Funds
25 West 18th Street
New York, NY 10011
212-539-2778

Agent for Service of Legal Process

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

Appendix A: Special Rules for Former Participants of the Local 734 Pension Fund

Effective August 14, 2008

The benefits described in this Appendix are applicable only to the former **Participants** of the Local 734 Pension Fund whose accrued benefits under the Local 734 Pension Plan were transferred to the 32BJ North Pension Plan on January 1, 2008. All references to the Local 734 Pension Fund SPD are to the original Local 734 Pension Fund SPD effective January 1, 1999. You can obtain a copy of the Local 734 Pension Fund's SPD by contacting the 32BJ Benefit Fund Office.

The amount of your pension is equal to the sum of: 1) the benefit accrued under the Local 734 Pension Plan (using the rules of the Local 734 Pension Plan as of December 31, 2007), and 2) the benefit accrued under the 32BJ North Pension Plan from January 1, 2008 through the date you terminate work in **Covered Employment** under the rules of the 32BJ North Pension Plan.

In case of any conflict between the provisions of the 32BJ North Pension Plan and this document, the terms of the 32BJ North Pension Plan will govern.

1. **Types of Pensions**. Solely for the purpose of determining whether you are eligible for a particular type of pension, pension credit earned under the 32BJ North Pension Plan and the Local 734 Pension Plan will be combined.

a. **Regular Pension**. If you have attained age 65 and you are **Vested**, you are eligible to **Retire** on a Regular Pension.

The amount of your Regular Pension that accrued under the Local 734 Pension Plan through December 31, 2007 is calculated in accordance with the formula described on pages 9 and 10 of the Local 734 Pension Fund's SPD. The amount of your Normal Pension that accrued under the 32BJ North Pension Plan starting January 1, 2008 is calculated as set forth on page 7 and pages 11–15 of the Local 734 Pension Fund's SPD.

b. **Service Pension**. If you have attained age 55 and have earned at least 30 years of pension credit either under the Local 734 Pension Plan alone or under the Local 734 Pension Plan and the 32BJ North Pension Plan combined, you may **Retire** on a Service Pension. At least five years of the pension credit earned under the Local 734 Pension Plan must be Future Service Credit (as defined on page 14 of the Local 734 Pension Fund's SPD) in order to be eligible for a Service Pension.

The amount of your Service Pension that accrued under the Local 734 Pension Plan is calculated in the same manner as a Regular Pension. The amount of your benefit earned under the 32BJ North Pension Plan will be calculated in accordance with page 7 and pages 11–15 of the Local 734 Pension Fund's SPD.

c. **Early Retirement Pension**. If you have attained age 55 and have earned at least ten years of vesting credit under the Local 734 Pension Plan and the 32BJ North Pension Plan combined, you may **Retire** on an Early Retirement Pension.

However, if at the time you apply for an Early Retirement Pension you have not earned a total of 15 pension credits under the Local 734 Pension Plan and the 32BJ North Pension Plan combined, only the portion of your benefit that accrued under the 32BJ North Pension Plan will commence. You must reapply at age 65 to begin receiving the portion of your benefit that accrued under the Local 734 Pension Plan.

The amount of your Early Retirement Pension that accrued under the Local 734 Pension Plan is calculated in the same manner as a Regular Pension, reduced by ½ of 1% for each month by which your age on your **Annuity Starting Date** precedes age 65. The amount of your benefit earned under the 32BJ North Pension Plan will be calculated in accordance with page 7 and pages 11–16 of the Local 734 Pension Fund's SPD.

d. **Disability Pension**. In order to be eligible to **Retire** on a Disability Pension, you must satisfy the requirements described on pages 16–17 of the Local 734 Pension Fund's SPD. No portion of your Disability Pension will commence before age 60.

The amount of your Disability Pension earned under the Local 734 Pension Plan rules is calculated in the same manner as a Regular Pension, determined as of age 65 and reduced by 0.5% for each month (6% per year) by which your **Annuity Starting Date** precedes your **Normal Retirement Age**. The amount of your Disability Pension earned under the 32BJ North Pension Plan is calculated under the formula described on pages 11–17 of the Local 734 Pension Fund's SPD.

e. **Vested Pension**. In order to be eligible to **Retire** on a Vested Pension, you must be fully **Vested** in your pension.

The amount of your Vested Pension that accrued under the Local 734 Pension Plan is calculated in the same manner as a Regular Pension and is payable at **Normal Retirement Age**. However, you may **Retire** on a Vested Pension beginning at age 55 if you satisfy the requirements for an Early Retirement Pension, as described on the preceding page. If you commence your Vested Pension prior to **Normal Retirement Age**, your benefit is calculated in the same manner as a Regular Pension, reduced by ½ of 1% for each month by which your age on your **Annuity Starting Date** precedes age 65. The amount of your benefit earned under the 32BJ North Pension Plan will be calculated as set forth on page 7 and pages 11–18 of the Local 734 Pension Fund's SPD.

2. **Qualified Joint and Survivor Pension**. If you **Retire** on a 50% Joint and Survivor Pension, as described on pages 18–19 of the Local 734 Pension Fund's SPD, and your **Spouse** predeceases you, the portion of your monthly benefit earned under the Local 734 Pension Plan will be increased to the amount it would have been had you not **Retired** on a Joint and Survivor Pension. Your increased monthly benefit will start in the month following the date your **Spouse** dies and will continue for your lifetime. However, the portion of your benefit earned after December 31, 2007 under the 32BJ North Pension Plan will not be affected by the death of your **Spouse**.

3. **Suspension of Benefits**. Your Post-**Normal Retirement Age** pension benefits will be suspended in any month during which you work 40 hours or more, in the same trade or craft, for any **Contributing Employer** to the 32BJ North Pension Fund. Your pension benefits will not be suspended if you work in Post-**Retirement** employment for an employer that contributed to the Local 734 Pension Fund but did not participate in the 32BJ North Pension Fund.

4. **Pension Credit earned under the Local 734 Pension Plan**. You will receive all Pension Credit that was earned under the Local 734 Pension Plan and transferred to the 32BJ North Pension Fund. Please see pages 14–15 of the Local 734 Pension Fund's SPD which explains how your Pension Credit under the Local 734 Pension Plan was accrued.

Appendix B: Special Rules for Participants Covered by the Hudson Valley and Fairfield County Contractors Collective Bargaining Agreement

1. **Participation**: An **Employee** under the Hudson Valley and Fairfield County Contractors Collective Bargaining Agreement who was not already a **Participant** and who was hired prior to June 1, 2011 becomes a **Participant** as of the last day of the **Plan Year** in which he first performs work covered under such Collective Bargaining Agreement ("CBA"). An **Employee** under the Hudson Valley and Fairfield County Contractors Collective Bargaining Agreement who was hired on or after June 1, 2011 becomes a **Participant** on the first day of the 13th month after he first performs work covered under such Collective Bargaining Agreement.

2. **Pension Service**: An **Employee** under the Hudson Valley and Fairfield County Contractors CBA earns one month of **Pension Service** ($^1/_{12}$ of a year of **Pension Service**) for each month during which the **Participant** performs work covered under such CBA between December 31, 1975 and June 1, 2012 plus, for each hour for which **Contributions** are required to be made to the **Fund** on or after June 1, 2012, **Pension Service** determined as follows:

Hours for which Contributions are Required to be Made to the Fund in a Plan Year	Years of Pension Service
2,080 or more	1
1,560 - 2,079	¾
1,000 -1,559	½
999 or less	0

3. **Pension Calculation Examples***:*

Example 1: Anne worked 20 hours each week (1,040 hours per **Plan Year**) for five years before June 1, 2012. She would be credited with five years of **Pension Service**. She works 20 hours each week for an additional five years after May 31, 2012 to age 65 and would like to **Retire** at that time. Under the rules in effect before June 1, 2012, assuming a monthly employer **Contribution Rate** of $104, and that she had earned an additional five years of **Pension Service** (one year of **Pension Service** for each **Plan Year** in which she worked for 12 months), she would have been eligible for a monthly pension at age 65 with a monthly amount of $223.00 ($104 ÷ $28 X $6 X 10 years of **Pension Service**, rounded to the nearest dollar). Under the current rules, if Anne works 20 hours each week (1,040 hours per **Plan Year**), she will earn 2½ years of **Pension Service** during the five years worked after May 31, 2012 (½ year of **Pension Service** for each **Plan Year**). At age 65, she will be eligible for a monthly pension with a monthly amount of $167.00 ($104 ÷ $28 X $6 X 7½ years of **Pension Service**, rounded to the nearest dollar).

Example 2: Peter worked 20 hours each week (1,040 hours per **Plan Year**) for 1½ years before June 1, 2012. He would be credited with 1½ years of **Pension Service**. He works an additional 15 years after May 31, 2012 to age 65 and would like to **Retire** at that time. Under the rules in effect before June 1, 2012, assuming a monthly employer **Contribution Rate** of $104, and that he earned an additional 15 years of **Pension Service** (one year of **Pension Service** for each **Plan Year** in which he worked 12 months) for a total of 16½ years of **Pension Service**, he would have been eligible for a pension at age 65 with a monthly benefit of $368.00 ($104 ÷ $28 X $6 X 16½ years of **Pension Service**, rounded to the nearest dollar). Under the current rules, if he works 20 hours each week (1,040 hours per **Plan Year**), Peter will earn 7½ additional years of **Pension Service** during the 15 years worked after May 31, 2012 (½ Year of **Pension Service** for each **Plan Year**). He will be eligible for a pension at age 65 with a monthly amount of $201.00 ($104 ÷ $28 X $6 X 9 years of **Pension Service**, rounded to the nearest dollar).

Appendix C: Special Rules for Participants Covered by the New York Racing Association ("NYRA") Collective Bargaining Agreement Covering Cleaning Workers and Employees Working Under the Yonkers Raceway Corporation Collective Bargaining Agreement

1. **Participation**: For part-time **Employees** working under the New York Racing Association Collective Bargaining Agreement ("CBA") covering cleaning workers and **Employees** working under the Yonkers Raceway Corporation CBA who are not regularly scheduled to work at least 20 hours per week ("Applicable **Employees**"), the following participation rules apply:

- Applicable **Employees** who are not already **Participants** and who were hired prior to June 1, 2011 become **Participants** as of the last day of the **Plan Year** in which they first perform work covered under the applicable CBA,
- Applicable **Employees** hired between June 1, 2011 and January 1, 2014 become **Participants** on the first day of the 13th month after first performing work covered under the applicable CBA,
- Applicable **Employees** hired on or after January 1, 2014 become **Participants** on the first day of the 13th month after completing 1,000 **Hours of Service** under the applicable CBA during the 12 consecutive month period beginning on each Applicable **Employee's** employment commencement date. If an Applicable **Employee** does not qualify as a **Participant** during this period, such Applicable **Employee** will become a **Participant** on the first day of the **Plan Year** in which he completes 1,000 **Hours of Service** during that **Plan Year**, beginning with the **Plan Year** that includes the **Employee's** first anniversary of his employment commencement date.

2. **Pension Service**: Part-time **Employees** working under the New York Racing Association CBA covering cleaning workers and **Employees** working under the Yonkers Raceway Corporation CBA who are not regularly scheduled to work at least 20 hours per week, earn one month of **Pension Service** ($^1/_{12}$ of a year of **Pension Service**) for each month in which such **Participant** performs work covered under such CBA between December 31, 1975 and January 1, 2014 plus, for each hour for which **Contributions** are required to be made to the **Fund** on or after January 1, 2014, **Pension Service** is credited at a rate of one month of **Pension Service** for each month during which such **Participant** earns at least one **Hour of Service**, provided that the **Participant** has earned at least 1,000 **Hours of Service** during that **Plan Year**. No **Pension Service** will be earned in any year during which such **Participant** does not earn 1,000 **Hours of Service**.

3. **Pension Calculation Examples**:

Example 1: Joe had a monthly accrued benefit under the **Plan** of $475.00 as of December 31, 2013 and was 64 years old. During the 2014 **Plan Year**, Joe was part of the night crew and worked four hours nightly, five days per week (20 hours per week) for six months (totaling 520 hours during the **Plan Year**) under the NYRA Cleaners CBA. Because Joe worked fewer than 1,000 hours in 2014, Joe's accrued benefit remains unchanged and if Joe **Retired** at age 65, Joe's monthly benefit under the **Plan** would be $475.00.

Example 2: Maria had a monthly accrued benefit under the **Plan** of $278.00 as of December 31, 2013 and was 40 years old. Mari**a** continued to work under the Yonkers Raceway CBA for the next 15 **Plan Years**. During ten of those years, Maria is part of the night crew and works four hours nightly, five days per week (20 hours per week) for 12 months (totaling 1,040 hours per **Plan Year**). During the other five years, Maria is part of the night crew and works four hours per day, five days per week (20 hours per week) for six months (totaling 520 hours per year). Since Maria works 1,000 hours or more during ten of the 15 years between January 1, 2014 and December 31, 2028, Maria will receive benefit accruals only for those ten years and Maria's total monthly benefit at **Normal Retirement Age** will be $674.00 [$278.00 + ($6 x $185.00 (**Contribution Rate** in effect on June 15, 2009)/$28 x 10)] rounded to the nearest whole dollar.

Glossary of Terms

Active Participant means a **Participant** on whose behalf **Contributions** are currently required to be made to the **Fund**.

Annuity Starting Date means the first day of the first month for which an amount is paid from the **Fund** to the **Participant** (formerly known as Pension Start Date).

Average Monthly Contribution Rate is the weighted average **Contribution Rate** a **Contributing Employer** is required to make for each **Plan Year**. However, any increase in **Contributions** effective on or after June 15, 2009, shall not be included in the **Average Monthly Contribution Rate** used to calculate a **Participant's** accrual rate.

Beneficiary means the person named by you on the applicable form provided by the **Fund** office who is, or may become, entitled to benefits under the **Plan**.

Break-in-Service means any 12-month period during which you are not **Vested** and you fail to accrue at least 501 **Hours of Service**.

Code means the Internal Revenue Code of 1986, as amended.

Contributing Employer means any employer in the Building Service industry that has entered into a collective bargaining agreement with the **Union** requiring **Contributions** to the **Fund,** or has agreed to make **Contributions** to the **Fund,** pursuant to another written agreement unless such employer's participation in the **Fund** has been terminated pursuant to rules adopted by the **Fund's** Board of Trustees. **Contributing Employer** may also include the **Union**, the **Fund**, and the 32BJ North Health Benefit Fund.

Contributions (or **"Contribution")** means money paid, or payable to, the **Fund** by a **Contributing Employer** pursuant to a collective bargaining agreement or other written agreement.

Contribution Rate means the weighted average **Contribution Rate** a **Contributing Employer** is required to make for each **Plan Year** on behalf of its covered **Employees**.

Covered Employment means employment with a **Contributing Employer** for which **Contributions** to the **Fund** are required under a collective bargaining agreement or other written agreement.

Disqualifying Employment means employment of 40 hours or more per month for a **Contributing Employer** in the same trade or craft in which you worked while covered under the **Plan**.

Employee means an individual employed by a **Contributing Employer** in a job classification covered by a collective bargaining agreement with the **Union** for which **Contributions** are required to the **Fund**.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

FMLA means the Family and Medical Leave Act of 1993.

Fund means the 32BJ North Pension Fund.

Hour of Service generally means:

- an hour for which you are paid, or entitled to payment, for the performance of duties for a **Contributing Employer**;
- an hour for which, although no duties were performed, you are paid, or entitled to payment, including vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; or
- an hour for which back pay is awarded or agreed to by a **Contributing Employer** (if you receive credit for an **Hour of Service** under this paragraph, you may not receive credit for the same hour under the two paragraphs above).

Normal Retirement Age means the first day of the month following the later of the date you attain age 65 or the fifth anniversary of the date you commence participation in the **Plan**.

Participant means an **Employee** who meets the requirements of participation described on pages 6–7 of this SPD.

Pension Service means service credited to a **Participant** for the purpose of determining the amount of benefit the **Participant** will receive at **Retirement** and eligibility for a Disability Pension.

Plan means the plan of benefits provided under the terms of the 32BJ North Pension Plan.

Plan Year means the calendar year.

Qualified Domestic Relations Order (or **"QDRO")** means a **Qualified Domestic Relations Order** within the meaning of Section 206(d)(3) of **ERISA** and Section 414(p) of the **Code**.

Retiree means a **Participant** who is receiving a pension benefit from the **Fund**.

Retirement or Retired means termination of a **Participant's** employment with all **Contributing Employers** concurrent with or following becoming eligible to receive a distribution from the **Fund** under the **Plan**. However, after attainment of **Normal Retirement Age**, "**Retired**" means to completely withdraw from **Disqualifying Employment** as defined on pages 22–23.

Spouse or Surviving Spouse means the person to whom you are legally married under the laws of the jurisdiction in which your marriage occurred for at least a one-year period ending on the earlier of the **Participant's** death or **Annuity Starting Date**. However, if the **Participant** is married on his or her **Annuity Starting Date** and the **Participant** and the **Participant's Spouse** have been married for at least a one-year period ending on or before the date of the **Participant's** death, the **Participant** and **Spouse** shall be treated as having been married throughout the one-year period ending on the **Participant's Annuity Starting Date**. A **Spouse** or former **Spouse** will be treated as a **Spouse** to the extent provided in a **QDRO**.

Totally and Permanently Disabled means that the **Participant** who, as a result of a disability that occurred while the **Participant** was an **Active Participant**, has been awarded a Social Security disability benefit from the United States Social Security Administration.

Trustees mean the Board of Trustees of the **Fund**. The **Trustees** are the "plan administrator".

Union means Service Employees International Union, Local 32BJ ("Local 32BJ"), and before the merger of Service Employees International Union, Local 32E ("Local 32E"), into Local 32BJ, it means Local 32E.

Vested means that you have satisfied the requirements set forth on page 8 of this SPD and you have earned a nonforfeitable right to your benefits under the **Plan**.

Vesting Service means the service credited to the **Participant** for purposes of becoming **Vested**.

Contact Information – Member Services

For information about pension benefits, call Member Services at 1-800-551-3225, log on to www.32bjfunds.org or write to Member Services at:

Member Services
32BJ North Pension Fund
25 West 18th Street
New York, NY 10011-4676

32BJ North Pension Fund
25 West 18th Street, New York, New York 10011-4676
Telephone 1-800-551-3225
www.32bjfunds.org

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

www.32bjfunds.org
800-551-3225 Member Services

John Santos, *Chairman*
William Schur, *Secretary*
Richard W. Berger
Manny Pastreich

32BJ NORTH PENSION FUND
SUMMARY OF MATERIAL MODIFICATIONS

DATE: June 9, 2021

The Board of Trustees of the 32BJ North Pension Fund has adopted the following changes to the 32BJ North Pension Plan. This document summarizes the changes. **Please keep this document with your Summary Plan Description ("SPD") dated January 1, 2016.**

Appointment of Union Trustee Page 1: Effective May 10, 2021, Shirley Aldebol has been appointed to replace John Santos as Union Trustee and her contact information is added as follows:

Shirley Aldebol
32BJ SEIU
25 West 18th Street
5th Floor
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective January 6, 2021, Elizabeth Baker has been appointed to replace Manny Pastreich as Union Trustee and her contact information is added as follows:

Elizabeth Baker
Director Bargaining & Employer Relations – NY Metro
32BJ SEIU
25 West 18th Street
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective August 14, 2019, John Santos has been appointed to replace Kyle Bragg as Union Trustee and his contact information is added as follows:

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

Change in Union Trustee's Title Page 1: Effective October 7, 2019, Manny Pastreich's title is deleted in its entirety and replaced with Vice President.

Change in Executive Director, Building Service 32BJ Benefit Funds Page 1: Effective January 1, 2018, Peter Goldberger has replaced Susan Cowell as Executive Director of the Building Service 32BJ Benefit Funds.

Fund Auditor Name Change Page 1: Effective August 31, 2017, Bond Beebe has joined Withum Smith & Brown, PC and changed its name to Withum Smith + Brown, PC.

Addition of Language to Assist in Recovery of Overpayments Pages 34-35: Effective October 1, 2016, the following two paragraphs are added after the last bullet under the **Overpayments** section:

> The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid benefits received by you, your Beneficiary, Spouse or a representative of you, your Beneficiary or Spouse (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Beneficiary or Spouse for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you and your Beneficiary or Spouse consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment of benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you, your Beneficiary or Spouse agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those benefits.
>
> Any refusal by you or your Beneficiary or Spouse to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund will provide the benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Beneficiary or Spouse affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

Addition of Information Regarding Loss of Benefits Page 26: The following two paragraphs are added after the last paragraph on page 26:

> In any event, failure to start receiving your pension when required may result in you having to pay a penalty to the Internal Revenue Service equal to 50% of the amount of your payments that were not timely started.
>
> The Fund will use reasonable efforts to locate and contact you in order to assist you with commencing your pension. If the Fund is unable to locate you, you will be considered "lost", and your pension benefits will be forfeited on the date your benefits are required to commence. However, you have the right to claim payment of forfeited benefits by contacting the Fund Office and completing the Fund's benefit application. Previously forfeited benefits to which you are entitled will be paid to you without interest and are subject to the Fund's overpayment rules. See "Loss of Pension Benefits" on pages 27–29 for more information on the circumstances under which you could lose benefits under the Plan.
>
> **Page 28, item 7. is deleted in its entirety and replaced with the following:**
>
> > 7. If you do not provide the Trustees with your most recent address and you cannot be located, the Trustees may be unable to distribute your benefit to you. If the Trustees are unable to locate you in order to commence your benefit when you are required to begin receiving it, you may be considered "lost". If you are considered "lost", your unclaimed benefits will be forfeited until such time when you contact the Fund Office and complete the Fund's benefit application.

Change in Definition of Spouse Page 55: Effective September 28, 2017, the definition of Spouse or Surviving Spouse is deleted in its entirety and replaced with the following:

> **Spouse** or **Surviving Spouse** means the person who is legally married to the Participant on the earlier of the Participant's Annuity Starting Date or the date of death, provided that a former spouse will be treated as the Surviving Spouse to the extent provided in a Qualified Domestic Relations Order. To extent permitted by law, spouses of the same gender are considered "Spouses" and "Surviving Spouses" (or "spouses" or "surviving spouses") for all purposes under this Plan if they were legally married under the laws of the jurisdiction in which the marriage occurred.

For more information or if you have questions about your benefits, call Member Services at 1-800-551-3225, Monday through Friday from 8:30 am to 5:00 pm or visit us on-line at www.32bjfunds.org.

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

www.32bjfunds.org
800-551-3225 Member Services

Shirley Aldebol, *Chairperson*
William Schur, *Secretary*
Elizabeth Baker
Richard W. Berger

October 14, 2022

Re: 32BJ North Pension Fund Improvements

Dear Pension Fund Participant,

The Board of Trustees of the 32BJ North Pension Fund (the "Fund") is pleased to announce that effective January 1, 2023, the monthly pension benefit that will be payable to you at retirement will be increasing. Specifically, as explained in more detail below, you will receive a 10% increase in past accruals (those earned prior to January 1, 2023) plus an approximate 15% increase in future accruals (those earned on or after January 1, 2023).

The impact of these changes is based on the date you elect to retire.

Retirement Date	**Past Accruals** (accruals earned prior to 1/1/2023)	**Future Accruals** (accruals earned on or after 1/1/2023)
If you work in covered employment after December 1, 2021 and retirement date is on or after 1/1/2023	You will receive a 10% increase in your past accruals.	Your accruals will be calculated consistent with the enclosed chart, based on the contributions required to be made on your behalf. For many participants, this is expected to result in an increase in future accruals of about 15%.
If your last day of work in covered employment is on or after 12/1/2021 and you have retired or will retire in 2022	You will receive a 10% increase in your past accruals. This increase is effective with your 1/1/2023 monthly pension payment (your 2022 payments will be based on current accruals but will be adjusted in 2023).	Not applicable unless you return to work in covered employment after your retirement.

Here is more information about how your monthly pension benefit is calculated….

The amount of your Normal Retirement Pension is equal to the sum of your annual accruals for each Plan Year. Your annual accruals are equal to your annual accrual rate, multiplied by the number of Pension Credits you earned under the Plan. For work in covered employment between July 1, 2009 and December 31, 2022, your annual accrual rate is equal to $6 for every $28 in contributions your employer was required to make on your behalf, based on the contribution rate in effect on June 15, 2009. If you have more than 30 years of Pension Credit, your monthly pension is calculated by using the highest 30 years of annual accruals. For details on calculating an annual accrual for a specific Plan Year prior to 2023, please see your Summary Plan Description.

Effective January 1, 2023, this formula is changing. First, you will receive a 10% increase on all the accruals you earned in covered employment prior to December 31, 2022. Second, for work in covered employment after December 31, 2022, your accrual rate will be based on your employer's contribution obligation, using the enclosed chart. If your employer contributes at two different rates during a particular year or you work for different employers during a year that contribute at different rates, your annual accrual rate will be the average of all monthly accrual rates in the Plan Year.

Here is more information on how the improvements will impact your monthly pension benefit…

Improvement in Past Accruals

If your last day of work is on or after December 1, 2021 and you choose to start your pension in 2022, effective with your January 1, 2023 monthly pension payment your annual accruals will be increased by 10% (during 2022, your monthly payments will be calculated consistent with the current formula).

Here is an example illustrating the improvement described above:

This example assumes your employer's contribution rate is $409.19, your last day worked is before December 1, 2022, you have 28 years of Pension Credit and retire in 2022:

	Benefit Prior to Improvement		**Benefit After Improvement**	
Monthly Benefit as of 1/1/2023 (based on 28 years of Pension Credit earned prior to 1/1/23)	$1,046.40	12 years at $36.00 accrual rate + 16 years at $38.40 accrual rate	$1,151.04 (10% Improvement)	12 years at $39.60 accrual rate + 16 years at $42.24 accrual rate

As the chart above illustrates, as a result of the benefit improvement your past accrual rates increase by 10% from $36.00 to $39.60 and $38.40 to $42.24, beginning January 1, 2023. These accrual rate increases result in a monthly pension of $1,151.04 or $104.64 more than the monthly pension of $1,046.40 under the current formula.

Improvement in Past and Future Accruals

If you retire on or after January 1, 2023, your annual accruals up through December 31, 2022 will increase by 10% (consistent with the illustration above) and accruals you earn on or after January 1, 2023 will be approximately 15% higher.

Here is an example:

This example assumes your employer's contribution rate is $409.19, you continue to work after January 1, 2023, have 31 years of Pension Credit and retire January 1, 2026:

	Benefit Prior to Improvement		**Benefit After Improvement**	
Monthly Benefit as of 1/1/2026	$1,125.60	11 years at $36.00 accrual rate +	$1,247.94	11 years at $39.60 accrual rate (10% increase in past

(based on 31 years of Pension Credit*)		19 years at $38.40 accrual rate		accruals for the period 1/1/1996 to 12/31/2006) + 16 years at $42.24 accrual rate (10% increase in past accruals for the period 1/1/2007 to 12/31/2022) + 3 years at $45.50 accrual rate (accruals for the period January 1, 2023 through December 31, 2025 pursuant to the enclosed chart)

* If you have accrued more than 30 years of Pension Credit, your benefit will be calculated by using the highest 30 years of annual accruals.

These past and future accrual rate increases result in a monthly pension of $1,247.94 or $122.34 more than the monthly pension of $1,125.60 that would have been paid under the current formula.

Please note that the examples above assume that benefits will be paid at normal retirement age and in the form of a single life annuity. If you retire before age 65 and/or elect an alternative form of payment, your monthly payments will be adjusted consistent with the terms of the Plan. Please refer to the Fund's Summary Plan Description for information.

For more information or if you have questions about your benefits, call Member Services at 1-800-551-3225 Monday through Friday from 8:30 am to 5:00 pm, or visit us on-line at www.32bjfunds.org.

Sincerely,

Board of Trustees

Enclosure

Monthly Contribution Rate	Hourly Contribution Rate	Monthly Pension Benefit Accrual Rate for Each Year of Pension Service on or after January 1, 2023	Monthly Contribution Rate	Hourly Contribution Rate	Monthly Pension Benefit Accrual Rate for Each Year of Pension Service on or after January 1, 2023
$75 - $99	$0.43 - $0.57	$10.00	$450 - $474	$2.60 - $2.73	$50.50
$100 - $124	$0.58 - $0.72	$12.50	$475 - $499	$2.74 - $2.88	$53.00
$125 - $149	$0.72 - $0.86	$15.50	$500 - $524	$2.88 - $3.02	$56.00
$150 - $174	$0.87 - $1.00	$18.50	$525 - $549	$3.03 - $3.17	$59.00
$175 - $199	$1.01 - $1.15	$21.00	$550 - $574	$3.17 - $3.31	$62.00
$200 - $224	$1.15 - $1.29	$23.50	$575 - $599	$3.32 - $3.46	$65.00
$225 - $249	$1.30 - $1.44	$26.50	$600 - $624	$3.46 - $3.60	$68.00
$250 - $274	$1.44 - $1.58	$29.00	$625 - $649	$3.61 - $3.74	$71.00
$275 - $299	$1.59 - $1.73	$31.50	$650 - $674	$3.75 - $3.89	$74.00
$300 - $324	$1.73 - $1.87	$34.50	$675 - $699	$3.89 - $4.03	$77.00
$325 - $349	$1.88 - $2.01	$37.00	$700 - $724	$4.04 - $4.18	$80.00
$350 - $374	$2.02 - $2.16	$40.00	$725 - $749	$4.18 - $4.32	$83.00
$375 - $399	$2.16 - $2.30	$43.00	$750 - $774	$4.33 - $4.47	$86.00
$400 - $424	$2.31 - $2.45	$45.50	$775 - $799	$4.47 - $4.61	$89.00
$425 - $449	$2.45 - $2.59	$48.00			

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

www.32bjfunds.org
800-551-3225 Member Services

John Santos, *Chairman*
William Schur, *Secretary*
Richard W. Berger
Manny Pastreich

32BJ NORTH PENSION FUND
SUMMARY OF MATERIAL MODIFICATIONS

DATE: **July 15, 2026**

The Board of Trustees of the 32BJ North Pension Fund has adopted the following changes to the 32BJ North Pension Plan. This document summarizes the changes. **Please keep this document with your Summary Plan Description ("SPD") dated January 1, 2016.**

Appointment of Union Trustee Page 1: Effective July 31, 2025, John Santos has been appointed to replace Elizabeth Baker as Union Trustee and his contact information is added as follows:

John Santos
Secretary – Treasurer
SEIU Local 32BJ
25 W 18th Street
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective January 31, 2025, Kevin Stavris has been appointed to replace Shirley Aldebol as Union Trustee and his contact information is added as follows:

Kevin Stavris
Vice President
SEIU Local 32BJ
25 W 18th Street
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective May 10, 2021, Shirley Aldebol has been appointed to replace John Santos as Union Trustee and her contact information is added as follows:

Shirley Aldebol
32BJ SEIU
25 West 18th Street
5th Floor
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective January 6, 2021, Elizabeth Baker has been appointed to replace Manny Pastreich as Union Trustee and her contact information is added as follows:

Elizabeth Baker
Director Bargaining & Employer Relations – NY Metro
32BJ SEIU
25 West 18th Street
New York, NY 10011-1991

Appointment of Union Trustee Page 1: Effective August 14, 2019, John Santos has been appointed to replace Kyle Bragg as Union Trustee and his contact information is added as follows:

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

Change in Union Trustee's Title Page 1: Effective October 7, 2019, Manny Pastreich's title is deleted in its entirety and replaced with Vice President.

Change in Executive Director, Building Service 32BJ Benefit Funds Page 1: Effective January 1, 2018, Peter Goldberger has replaced Susan Cowell as Executive Director of the Building Service 32BJ Benefit Funds.

Fund Auditor Name Change Page 1: Effective August 31, 2017, Bond Beebe has joined Withum Smith & Brown, PC and changed its name to Withum Smith + Brown, PC.

Addition of Language to Assist in Recovery of Overpayments Pages 34-35: Effective October 1, 2016, the following two paragraphs are added after the last bullet under the **Overpayments** section:

> The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid benefits received by you, your Beneficiary, Spouse or a representative of you, your Beneficiary or Spouse (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Beneficiary or Spouse for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you and your Beneficiary or Spouse consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment of benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you, your Beneficiary or Spouse agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those benefits.
>
> Any refusal by you or your Beneficiary or Spouse to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund will provide the benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Beneficiary or Spouse affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

Addition of Information Regarding Loss of Benefits Page 26: The following two paragraphs are added after the last paragraph on page 26:

> In any event, failure to start receiving your pension when required may result in you having to pay a penalty to the Internal Revenue Service equal to 50% of the amount of your payments that were not timely started.
>
> The Fund will use reasonable efforts to locate and contact you in order to assist you with commencing your pension. If the Fund is unable to locate you, you will be considered "lost", and your pension benefits will be forfeited on the date your benefits are required to commence. However, you have the right to claim payment of forfeited benefits by contacting the Fund Office and completing the Fund's benefit application. Previously forfeited benefits to which you are entitled will be paid to you without interest and are subject to the Fund's overpayment rules. See "Loss of Pension Benefits" on pages 27–29 for more information on the circumstances under which you could lose benefits under the Plan.
>
> **Page 28, item 7. is deleted in its entirety and replaced with the following:**
>
> > 7. If you do not provide the Trustees with your most recent address and you cannot be located, the Trustees may be unable to distribute your benefit to you. If the Trustees are unable to locate you in order to commence your benefit when you are required to begin receiving it, you may be considered "lost". If you are considered "lost", your unclaimed benefits will be forfeited until such time when you contact the Fund Office and complete the Fund's benefit application.

Change in Definition of Spouse Page 55: Effective September 28, 2017, the definition of Spouse or Surviving Spouse is deleted in its entirety and replaced with the following:

> **Spouse** or **Surviving Spouse** means the person who is legally married to the Participant on the earlier of the Participant's Annuity Starting Date or the date of death, provided that a former spouse will be treated as the Surviving Spouse to the extent provided in a Qualified Domestic Relations Order. To extent permitted by law, spouses of the same gender are considered "Spouses" and "Surviving Spouses" (or "spouses" or "surviving spouses") for all purposes under this Plan if they were legally married under the laws of the jurisdiction in which the marriage occurred.

For more information or if you have questions about your benefits, call Member Services at 1-800-551-3225, Monday through Friday from 8:30 am to 5:00 pm or visit us on-line at www.32bjfunds.org.