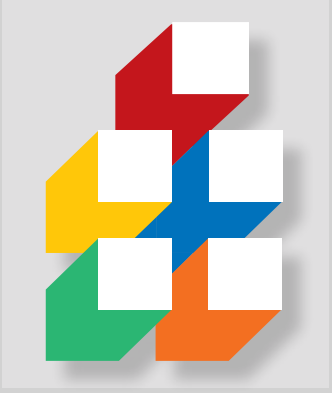
Building Service 32BJ Pension Fund– Program B



Summary Plan Description

July 1, 2026

Translation Notice

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

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

Call Center hours are from 8:30 a.m. to 8:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday. You may also visit www.32bjfunds.org.

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

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

El horario de atención es de lunes a viernes de 8:30 a. m. a 8:00 p. m. y los sábados de 9 a. m. a 5 p. m. También puede visitar www.32bjfunds.org.

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

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

Orè biwo a se soti 8:30 am jiska 8:00 pm, Lendi jiska Vandredi ak Samdi 9 am jiska 5 pm Ou ka vizite tou www.32bjfunds.org.

Этот буклет содержит сводную информацию на русском языке о ваших правах и льготах в рамках плана Building Service 32BJ Pension Fund–Program B. Если вы испытываете трудности с пониманием информации, изложенной в какой-либо части этого буклета, обратитесь в отдел обслуживания участников по номеру 1-800-551-3225 за помощью или напишите по следующему адресу:

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

Время работы: с понедельника по пятницу с 8:30 до 20:00 и в субботу с 9:00 до 17:00. Вы также можете посетить веб-сайт www.32bjfunds.org.

Building Service 32BJ Pension Fund–Program B

25 West 18th Street, New York, NY 10011-4676
Telephone: 1-800-551-3225
or 1-212-388-3500

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

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Important Notice

This booklet is the Summary Plan Description ("SPD") of **Program B** of the Building Service 32BJ Pension Fund (the "**Plan**"), which is one program of benefits of the Building Service 32BJ Pension Fund (the "**Fund**"). Although there are six programs of benefits under the Plan, the term "**Plan**", when used by itself in this booklet, refers to **Program B**. This booklet is only a brief summary of the most important provisions of the **Plan**. Your rights to benefits will be governed by the official terms of the **Plan**, as interpreted by action of the Board of Trustees (the "**Board**"). Nothing in this booklet will modify or change the official terms of the **Plan**. If there is any conflict between the official terms of the **Plan** and this booklet, the official terms will control. The official terms of the **Plan** are available from the Compliance Office. The Compliance Office can be reached at the address and telephone number printed on page 56. In addition, the **Board** reserves its right, in its sole and absolute discretion, to amend the **Plan** at any time, subject to the terms of the applicable collective bargaining agreements.

- Save this booklet – put it in a safe place. If you lose a copy, you can ask Member Services for another or obtain it from www.32bjfunds.org.
- If you change your address or other personal information, including name, telephone, and marital status–notify Member Services immediately so your records are up-to-date and to avoid delays in the delivery of benefits and other important notices. You may make the update online at www.32bjfunds.org.
- Throughout this booklet, the words "you" and "your" refer to individuals who are **Participants**, as defined on page 60.
- This booklet describes the provisions of the **Plan** as amended through July 1, 2026, and generally applies if you are actively employed with a **Contributing Employer** and have not yet begun to receive benefits under the **Plan**. If you are already receiving benefits as of July 1, 2026, this booklet does not apply to you and you should refer to the Summary Plan Description and official **Plan** documents in effect at the time you stopped working in **Covered Employment** (as defined on page 58) to determine your rights under the **Plan**. The Compliance Office

can provide copies of those documents to you. Please request these documents from the Compliance Office in writing at the address on page 56.

- All capitalized terms within the text, for example, **Covered Employment**, are defined in the Glossary of Terms beginning on page 57.
- This booklet is intended only as a summary of the **Plan's** highlights and is not the complete **Plan** document. Since this booklet summarizes rules that can be complex, it is possible that inconsistencies between the actual **Plan** provisions and this booklet may exist. The terms of the official **Plan** document will govern even if you believe you have received contrary information from your employer, the **Union**, or a **Fund** employee.

Planning for Retirement

Planning for retirement is a complex process. You should start thinking about retirement long before you are ready to **Retire**. In addition to using this booklet to learn more about your pension benefit, you can learn more at our website, www.32bjfunds.org. The website includes helpful information that can help you plan for your retirement at different stages in your life.

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

Important Information About Your Plan

Effective Date of the Plan

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

The term "**Plan**", when used by itself in this booklet, refers to **Program B**. The benefits provided for employees working under a collective bargaining agreement between a building employer and the Union in Manhattan, Queens, Brooklyn or Staten Island are referred to in this booklet as "Program A."

Effective January 1, 2008, a new plan of benefits was designed to provide a pension for groups of employees outside the five boroughs of New York City and Nassau and Suffolk counties who previously did not have a pension. This plan, which primarily covers employees in New Jersey, is referred to as "Program C."

Effective July 1, 2020, the National Conference of Firemen and Oilers National Pension Fund (the "NCFO Fund") was merged into the Fund. The benefits provided to employees covered by the former NCFO Fund are referred to as "Program D."

Effective July 1, 2025, the Massachusetts Service Employees' Pension Fund ("MSEPF") was merged into the Fund. The benefits provided to employees covered by the former MSEPF plan are referred to as "Program MA."

Effective July 1, 2026, the 32BJ Connecticut Fund (the "CT Fund") was merged into the Fund. The benefits provided to employees covered by the former CT Fund are referred to as "Program CT."

Program A, Program C, Program D, Program MA, and Program CT benefits are described in separate booklets.

Fund Administration

The Building Service 32BJ Pension Fund is administered by a joint Board of Trustees composed of **Union** and Employer Trustees with each having equal voting power. The address of the Board of Trustees is:

25 West 18th Street
New York, 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 **Service Credit** you earn. You begin to accrue **Service Credit** when you become a **Plan Participant**, typically on the January 1 or July 1 following your first full 12 months of employment, as described below. Because you do not earn **Service Credit** for the period before you become a **Participant**, working 25 years does not necessarily mean you have earned 25 years of **Service Credits**.

Becoming a Participant

Generally, you are eligible to participate in the **Plan** if you have completed 1,000 **Hours of Service** (as described below and defined on page 59) in the first 12 consecutive months after you are hired in **Covered Employment**. If you satisfy that requirement, your entry date for participation is the earlier of January 1 or July 1 following your first anniversary of employment. If you do not complete 1,000 **Hours of Service** during the first 12 consecutive months following your date of hire, you will become a **Participant** in the **Plan** as of the July 1 immediately following the first **Plan Year**–July 1 to June 30–in which you complete at least 1,000 **Hours of Service**. You begin to earn **Service Credit** as of the date when you become a **Participant**, but you begin to earn **Vesting Service** from your first day of **Covered Employment**. It is important to note that **Vesting Service** determines your *eligibility* for a benefit while your **Service Credit** determines the *amount* of your pension benefit.

There is a special transition rule for the years 2000-2001, when the pension merger took place. See pages 16–17.

For example, if you begin working on February 22, 2024 in **Covered Employment** and work every week, then you will become a **Participant** and begin accruing **Service Credit** on July 1, 2025. You will begin earning **Vesting Service** on February 22, 2024. If you are entitled to **Past Service Credit**, as described on pages 11–12, you will become a **Participant** on the date your employer becomes obligated to contribute to the **Fund** for benefits under **Program B**.

If you cease to be a **Participant** due to a **Break-in-Service**, as described on pages 14–16 and page 57, and later return to **Covered Employment**, you will become a **Participant** immediately upon reentering **Covered Employment** unless you have had a permanent **Break-in-Service** (five consecutive one-year **Breaks-in-Service**).

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

Service Credit

Generally, **Service Credit** is earned if you are working in a classification of employment for which an employer is required to contribute to the **Fund** for benefits under **Program B** of the **Plan**. You may alternate employment back and forth between **Contributing Employer**s (see page 57), whether they are commercial or residential, without losing credit, but you will not receive more than one month of credit in any calendar month, or three months of credit in any calendar quarter, even if more than one employer contributes on your behalf in that period.

In addition to **Service Credit** earned during the period of time during which your employer is obligated to contribute to the **Fund**, you may also receive **Service Credit** for periods before contributions begin (called **Past Service Credit**). This is described on pages 11–12.

You will earn only one pension for all credited service under the **Fund**, regardless of how many employers contribute to the **Fund** on your behalf. If you work concurrently for employers that are obligated to contribute to more than one program of benefits, you will accrue **Service Credit** *only under* the program of benefits that provides the highest level of benefits.

If you work for more than one employer and those employers are obligated to contribute to more than one program of benefits, for example **Program B** and another program of this **Fund**, if your work is not concurrent, you will accrue **Service Credit** under each program of benefits and your benefits will be calculated separately. (See No Duplication of Pensions on page 39 for additional information).

Alert:
Please note that while you will earn only one pension from the **Fund**, if you earn **Service Credit** under a different pension fund, such as the 32BJ North Pension Fund or the 32BJ/Broadway League Pension Fund, you may earn more than one pension.

The following tables show how much **Service Credit** you will earn for each **Hour of Service** (as defined on page 59) during specified time periods for a **Contributing Employer**.

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

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

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

Hours of Service in Covered Employment Per Plan Year (July 1–June 30)	Service Credit
Less than 250	0
250 but less than 500	1/4
500 but less than 750	1/2
750 but less than 1,000	3/4
1,000 or more	1

For **Hours of Service** before January 1, 1976, you earned **Service Credit** in accordance with the following schedule:

Period	Service Credit	For each calendar quarter in which you worked in Covered Employment
Before June 1, 1972	¼ **Service Credit**	Two months or more
June 1, 1972 to December 31, 1975	¼ **Service Credit**	Eight weeks or more

Past Service Credit

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

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

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

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

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

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

Exceptions to Past Service Credit

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

- If your employer withdraws from this **Plan** or ceases to have an obligation to make contributions for the building or the classification of employment in which you were working when your employer first became obligated to make contributions to the **Fund** for benefits under **Program B**, unless the employer no longer has any employees in that classification or building, or your employer made at least four years of contributions for the category of employees who were granted **Past Service Credit**.
- If your employer was previously party to any other collective bargaining agreement with the Union or another local union that merged into the **Union**.
- If your employer became a **Contributing Employer** as a result of a merger of another pension plan with **Program B**. In case of such a plan merger, the amount of benefit to which you are entitled for periods of service prior to the plan merger shall be determined in accordance with the provisions of the pension plan that is merged with **Program B**, and you will receive no **Past Service Credit** for periods of service that have been credited under the merged pension plan.

Limits to Past Service Credit

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

Vesting Service

You will earn a right to a pension at **Normal Retirement Age**, usually age 65 (as defined on page 59), once you earn five years of **Vesting Service** before you have a permanent **Break-in-Service**. If you satisfy these conditions you will be **Vested** (see page 62), and your benefit generally cannot be taken away even if you no longer work in the building service industry. If you do not earn five years of **Vesting Service**, you will not be entitled to any benefits under the **Plan** unless you reach your **Normal Retirement Age** while still working in **Covered Employment**. (See Loss of Pension Benefits on pages 40–41 for more information on the circumstances under which you could lose benefits under the **Plan**.) **Vesting Service** is different from **Service Credit**. **Vesting Service** determines your *eligibility* for a pension; **Service Credit** determines *how much* the pension will be.

For each **Plan Year** (July 1–June 30) during which you are in **Covered Employment** (at least 1,000 **Hours of Service**), you will receive one year of **Vesting Service**. (You will never receive more than one year of **Vesting Service** in a single **Plan Year**.)

You may also receive **Vesting Service** working for a **Contributing Employer** in a position that is not covered by the **Plan**, if your work in that position is right before or right after your **Covered Employment** for that same employer. For example, if you work as a vacation replacement and then are hired into regular employment with the same employer, you receive **Vesting Service** for the period you worked as a vacation replacement. Alternatively, if you are hired into a management or other non-union position by your employer immediately following your service in a **Union** position, then you would receive **Vesting Service** for that employment.

In addition, **Vesting Service** includes **Covered Employment** under other programs of this **Fund**, subject to the limit that you cannot receive more than one year of **Vesting Service** for any **Plan Year**. **Past Service Credit** will also count as **Vesting Service**.

Once you are **Vested**, even a lengthy absence from **Covered Employment** will not constitute a permanent **Break-in-Service**. You will qualify for a pension if you earn five years or more of **Vesting Service** without a permanent **Break-In-Service** or attain **Normal Retirement Age** while still working in **Covered Employment**. (See pages 14-16 for detailed rules on **Breaks-in-Service**.)

There is a special transition rule for the years 2000-2001–when the pension merger took place. See pages 16–17 for information.

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

Earning Service When You Cannot Work

The **Plan** will grant you **Service Credit** and **Vesting Service** just as if you were working in **Covered Employment** for certain periods when you cannot work. Those periods of time include:

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

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

Breaks-in-Service

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

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

See the special transition rules on pages 16–17 for how a **Break-in-Service** is determined in the years 2000 and 2001.

For purposes of these **Break-in-Service** rules, **Hours of Service** under **Program B** will be combined with **Hours of Service** credited under any other program of benefits under this **Fund**, such as Program A, Program C, Program D, Program MA, or Program CT. In addition, service for a **Contributing Employer** in a position that is not covered by the **Plan**, if your work in that position is right before or is right after your **Covered Employment** for that same employer, will count toward preventing a **Break-in-Service**.

Protection from Break-in-Service

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

- You missed work in 1985 or later because of your pregnancy, the birth of a child, the placement of a child for adoption, or caring for a child immediately following birth or placement for adoption. In these circumstances, you will be treated as if you had earned the **Hours of Service** that you otherwise would have worked, up to a maximum of 500 **Hours of Service**, for each separate absence from work.
- You were on a leave of absence that your employer was legally required to give you under the Federal Family and Medical Leave Act (commonly known as the "FMLA"), on or after August 3, 1993.

In these circumstances, you will be treated as if you had earned the **Hours of Service** that you otherwise would have worked to the extent required under the FMLA. You will be credited only to the extent required by the FMLA.

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

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

- In order to determine when you become a **Participant** (if you were not already a participant in the Local 307 Plan or the **Fund** before the merger), you would become eligible for participation upon completing 1,000 **Hours of Service** in any of the following periods:
  - the 12-month period beginning when you first entered **Covered Employment**, or
  - calendar year 2001, or
  - the period from July 1, 2001 to June 30, 2002.
- You *ceased to be a **Participant*** in **Program B** if you failed to complete 500 **Hours of Service** in calendar year 2000, unless you completed 500 **Hours of Service** during the period from July 1, 2000 to June 30, 2001, were a **Pensioner**, or were **Vested**.
- For ***Service Credit***, your credit for calendar year 2000 were determined according to the second table on page 10. For the first six months of 2001, you accrued **Service Credit** according to that table up to a maximum of ½ **Service Credit** for the six-month period, but if you had more than 500 **Hours of Service** in that six months, the excess was credited to you for the **Plan Year** beginning July 1, 2001.
- For ***Vesting Service***, if you were a **Participant** on September 1, 2000, you received a year of **Vesting Service** for each of the following periods in which you completed at least 1,000 **Hours of Service**:
  - calendar year 2000, and
  - the period from July 1, 2000 to June 30, 2001.

Reciprocity

The Trustees of the **Fund** have entered into reciprocity agreements with other pension funds covering **Participants** of this **Fund**, including the 32BJ North Pension Fund and the 32BJ/Broadway League Pension Fund. These reciprocity agreements may provide for recognition of **Vesting Service** and/or **Service Credit** in determining whether a **Participant** is **Vested** in this **Plan** or entitled to a type of pension (e.g., **Vested Pension**) under this **Plan**. If you have worked in employment that required your employer to contribute to another pension fund, when you **Retire** you should let us know. To find out if the **Fund** has a reciprocity agreement with another pension fund under which you participate, call Member Services.

Benefit Types

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

- **Regular Pension,**
- **Vested Pension,**
- **Early Retirement Pension, and**
- **Total Disability Benefit.***

* The Total Disability Benefit is not a pension benefit but is a separate benefit available to eligible participants.

Benefit Type Eligibility Summary

The following table summarizes the eligibility requirements for the four benefit types that **Program B** offers to **Participants**:

Type of Benefit	Minimum Age	Minimum Service Credit	Additional Conditions
Regular Pension	65	25 Years	None
Regular Pension	62	25 Years	Continue working in **Covered Employment** until at least age 62 and have earned credit for at least one **Hour of Service** under a collective bargaining agreement that requires the employer to contribute at a rate that pays for this benefit. See pages 19–20 for details.
Vested Pension	65 or your age on your fifth anniversary of **Plan** participation, whichever is later	None	Five years of **Vesting Service**
Early Retirement Pension	55	10 Years	None
Total Disability Benefit	50	15 Years	Total disability (as evidenced by a Social Security Disability Notice of Award with a 3 year or longer review for continuing eligibility) begins while working in **Covered Employment**.

Regular Pension

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

You will also be entitled to a **Regular Pension** if you continued in **Covered Employment** until age 62 or older, you earned at least 25 years of **Service Credits**, and you had at least one **Hour of Service** at the rate in column A or column C of the table below.

The amount of your **Regular Pension** will depend upon the benefit level that was in effect when you last worked in **Covered Employment** before retirement (subject to the special rule on pages 25–26 for interruptions in **Covered Employment**). The benefit levels in the table below are for **participants** whose last work in **Covered Employment** was on or after July 1, 2024 but before July 1, 2026. If you last worked in **Covered Employment** on or after July 1, 2026, please see the table on page 20. If you last worked in **Covered Employment** before July 1, 2024, you should consult the SPD in effect on that date. A special rule applies for **participants** who left **Covered Employment** before July 1, 2024, and later return to **Covered Employment** after July 1, 2024 (but before July 1, 2026) (see pages 25–26).

Current Benefit (if you last worked in **Covered Employment** on or after July 1, 2024 but before July 1, 2026):

Contribution Rate Effective Date	Column A **Monthly Regular Pension of $468.00/ Vested or Total Disability Benefit of $18.70 for each year of Service Credit up to $468.00**	Column B **Monthly Regular Pension of $1,100.00/ Vested or Total Disability Benefit of $44.00 for each year of Service Credit up to $1,100.00**	Column C **Monthly Regular Pension of $1,276.00/ Vested or Total Disability Benefit of $51.04 for each year of Service Credit up to $1,276.00**
	Hourly	**Monthly**	**Monthly**
2024	$0.60	$237.25	$332.75
2025	$0.62	$244.25	$342.75
2026	$0.64	$251.25	$352.75
2027	$0.66	$258.25	$362.75

Your benefit level is determined by the contribution your employer is required to make to the **Fund**. In general, the contribution rate and benefit levels in Column A apply to commercial employers, the contribution rate and benefit levels in Column B apply to Franklin Hospital, and the contribution rate and benefit levels in Column C apply to residential employers. If you are not sure which level applies to you or for years after 2029, contact the **Fund** Office.

Effective July 1, 2027, the monthly pension benefit that will be payable to you at retirement increases for **Participants** who are actively employed in **Covered Employment** with a **Contributing Employer** on or after July 1, 2026.[1]

2027 Benefit (if you last worked in **Covered Employment** on or after July 1, 2026)

Contribution Rate Effective Date	Column A Monthly Regular Pension of $538.00/ Vested or Total Disability Benefit of $21.51 for each year of Service Credit up to $538.00	Column B Monthly Regular Pension of $1,265.00/ Vested or Total Disability Benefit of $50.60 for each year of Service Credit up to $1,265.00	Column C Monthly Regular Pension of $1,468.00/ Vested or Total Disability Benefit of $58.70 for each year of Service Credit up to $1,468.00
	Hourly	Monthly	Monthly
2024	$0.60	$237.25	$332.75
2025	$0.62	$244.25	$342.75
2026	$0.64	$251.25	$352.75
2027	$0.66	$258.25	$362.75
2028	$0.68	$265.25	$372.75
2029	$0.70	$272.25	$382.75

If you **Retire** on or after July 1, 2027, your pension will be calculated based on the "2027 Benefit" level described in the table above.

If you **Retire** before July 1, 2027 (but on or after July 1, 2026):

– your pension will initially be calculated based on the "Current Benefit" level described in the table on page 19 , and then

– effective July 1, 2027, your pension will automatically be recalculated to account for the increase described in the "2027 Benefit" table above. This new amount will be paid prospectively only. No retroactive adjustments will be paid.

[1] A special rule applies for **participants** who left **Covered Employment** before July 1, 2026 and later return to **Covered Employment** after July 1, 2026 (see pages 25-26).

Here is an example of how the Regular Pension is calculated: Robert **Retires** in 2027 at age 65 with 25 years of **Service Credits**.

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

Here, Robert left **Covered Employmen**t on July 1, 2027 and his last **Covered Employment** was under a collective bargaining agreement with a commercial employer requiring contributions of $0.66 per hour. That rate appears in Column A, and it corresponds to the monthly benefit level of $21.51. Robert would be entitled to a monthly pension of $538.00 ($21.51 x 25 **Service Credits** and rounded up to the nearest dollar).

Using the same age and **Service Credits**, if Robert worked under a residential agreement requiring contributions of $362.75 per month, he would look to Column C. His monthly benefit level would be $58.70, and he would be entitled to a monthly pension of $1,468.00 ($58.70 x 25 **Service Credits**).

Vested Pension

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

Your monthly benefit will depend upon how much **Service Credit** you have earned and the annual benefit level associated with the employer required contribution rate in effect under the last collective bargaining agreement that covered your employment. See the table on page 19 for rates in effect on or after July 1, 2024, but before July 1, 2027, and the table on page 20 for rates in effect on or after July 1, 2027.

Early Retirement Pension

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

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

- Your **Service Credit**, and
- The annual benefit level associated with the employer required contribution rate in effect under the last collective bargaining agreement that covered your employment. See pages 19–20.

It will be reduced by ½ of 1% for each month by which you are younger than age 65 on your **Annuity Starting Date**.

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

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

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

Early Retirement Example

If you are eligible for a **Vested Pension** of $750.00 per month at age 65, and you **Retire** ten years early – at age 55 – you will receive 40% of what you would have received at age 65. Your **Early Retirement Pension** would be $300.00 per month ($750.00 x .400). This means a reduction of 60% (120 months x ½ of 1%). The reduction is necessary since you will receive this pension over a longer period of time compared to how long you would receive it if you postponed retirement until your **Normal Retirement Age** of 65.

Total Disability Benefit

You will be eligible for the **Total Disability Benefit** if you:

- Have at least one **Hour of Service** on or after July 1, 2022,
- Have reached age 50,
- Have at least 15 years of **Service Credits**,
- Become totally disabled while working in **Covered Employment**,[1] and
- Present to the **Fund** a Social Security Disability Notice of Award[2] showing that you became totally disabled while working in **Covered Employment** with a 3 year or longer review for continuing eligibility.

[1] Any period of disability following a period of **Covered Employment** that is compensated by the New York or New Jersey Worker's Compensation Law shall be considered **Covered Employment** if the medical or mental health condition that gave rise to such worker's compensation coverage is the same as that giving rise to your claim for the **Total Disability Benefit**. Additionally, any period of disability for which you are compensated by weekly accident and sickness benefits pursuant to the New York State Disability Law or the New Jersey Temporary Disability Benefits Law shall be considered **Covered Employment**.

[2] If you cannot satisfy one or more of the requirements to receive a disability benefit award from the Social Security Administration for reasons unrelated to your medical or mental health condition, you may qualify for a **Total Disability Benefit** if the **Board** (or the **Board's** designee(s)) determines that you became totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit while you were working in **Covered Employment**, on the basis of medical evidence that you submit that is satisfactory to the **Board** (or the **Board's** designee(s)).

There is a six-month waiting period between the date when you first stop working due to total disability and the date when your **Total Disability Benefit** can begin. If your application is received more than nine months after you stop working in **Covered Employment**, your **Total Disability Benefit** will not commence before the first day of the month after your application is received.

Regardless of how old you are when you start the **Total Disability Benefit**, the benefit will be equal to the number of **Service Credit** multiplied by the annual benefit level associated with your employer's contribution rate in effect under the last collective bargaining agreement that covered your employment. Once the **Total Disability Benefi**t ends (as described below), and at such time as you are eligible and elect to commence a **Regular** or **Vested Pension**, the amount of your pension – before any reductions for the form of benefit you elect – will be the same as the amount of the **Total Disability Benefit**. If you elect to commence an **Early Retirement Pension**, the amount will be the amount of the **Regular Pension** or **Vested Pension** that you would be entitled to receive at age 65 reduced by ½ of 1% for each month by which you are younger than age 65.

The **Total Disability Benefit** is not a pension that is payable for your lifetime. It will stop on the first day of the month after the first to happen of any of the following:

- You work at any job regardless of whether the job is in **Covered Employment** or not in **Covered Employment**, or in self-employment,
- You are no longer totally disabled,
- You are no longer receiving Social Security Disability benefits,
- You elect to commence an **Early**, **Regular**, or **Vested Pension** benefit,
- You reach age 65,
- You die, or
- The **Fund** receives information that you are ineligible for the **Total Disability Benefit**

You may not receive either a pension or a **Total Disability Benefit** from the **Plan** for any month during which you receive either a wage indemnification benefit or a long-term-disability benefit ("LTD benefit") from the Building Service 32BJ Health Fund ("Health Fund"). If you receive such a benefit from the Health Fund and it is later determined that you are entitled to a pension or **Total Disability Benefit** under the **Plan** payable retroactively for any period of time for which you received a Health Fund LTD benefit, the retroactive benefit payable to you will be offset by the actual amount of Health Fund LTD benefits that were paid to you for such periods of time.

After you have received the **Total Disability Benefit** for one year, in order to continue receiving it, you will be required to recertify your eligibility. Recertification is required annually and may require you to submit your most recent tax return, a Social Security Administration earnings statement, an affidavit of continued disability, and/or proof of continuing Social Security Disability benefits.

If you are married, please note that the **Total Disability Benefit** does not provide any continuing payment after your death to your surviving spouse, and, therefore, will not require spousal consent to commence. Your surviving spouse is protected by the pre-retirement surviving spouse pension (see page 31) while you are receiving the **Total Disability Benefit**.

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

Special Rule for Higher Benefit Amount

A special rule will determine whether you are entitled to a higher benefit level following an interruption in your **Covered Employment**. This rule will apply to **Regular**, **Vested**, and **Early Retirement Pensions**. Generally, if you leave **Covered Employment** after you are eligible for a pension under

Program B, but before you commence pension payments, and you later return to **Covered Employment**, your benefit will be calculated in two parts:

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

Special rules apply if you left **Covered Employment** before July 1, 2024 and then return to **Covered Employment** after July 1, 2024 (but before July 1, 2026), or if you left **Covered Employment** before July 1, 2026 and then return to **Covered Employment** after July 1, 2026. If you are in either of these categories and you earn at least one **Service Credit** after returning to **Covered Employment**, the amount of your entire benefit will be calculated as if all **Service Credit** (including those that you earned before you first left **Covered Employment**) were earned at the benefit level in effect when you next terminate **Covered Employment**.

If you return to **Covered Employment** after you **Retire**, your benefit will be calculated in accordance with the rules described on pages 32–33 in the section Reemployment After Retirement.

Alert:
It is important that you carefully review the **Service Credit** that we have on record for you. **Service Credit** is the basis for the amount of pension you will receive. Any discrepancies should be reported to Member Services as soon as possible and before you decide to **Retire**.

Forms of Pension Payments

Once you decide to **Retire**, your pension will be paid to you in one of the following ways, which are described in more detail on pages 27–31, based on your marital status and election at the time of your retirement:

- **Single Life Pension with 12 Months Guaranteed**
  - Required form for unmarried **Participants**
  - Optional form for married **Participants** with appropriate spousal consent
- **50% Joint and Survivor Pension**
  - Required form for married **Participants** unless you elect the **Optional 75% Joint and Survivor Pension** (as defined on page 60)
- **Optional 75% Joint and Survivor Pension**
  - Optional form for married **Participants**; no spousal consent is required

Alert:
Whenever the term "married" or "**Spouse**" is used in this booklet, that term refers to the person to whom you are legally married. The Board of Trustees requires you to provide documentation establishing your relationship when you apply for your pension. If your documentation is inaccurate or misleading, the **Board** will recover any excess payments that have been made in reliance on that misinformation, and may reduce benefits payable to you or to any person on your behalf in order to recover those excess payments.

Smaller Pension Amounts

If the **Actuarial Equivalent Lump-Sum** value of your pension benefit as of your **Annuity Starting Date** is $7,000 or less, your pension benefit will automatically be paid out in a single lump sum at the time you elect to receive your pension benefit (that is, you will not have the option to receive monthly payments for life). If the **Actuarial Equivalent Lump-Sum** value of the pension benefit payable to your **Beneficiary** as of your date of death is $7,000 or less, the pension benefit will automatically be paid out to your **Beneficiary** in a single lump sum as soon as practicable following your date of death (or such later date the **Fund** receives notification of your death). This does not apply to the **Total Disability Benefit**.

Single Life Pension with 12 Months Guaranteed

The **Single Life Pension with 12 Months Guaranteed** provides you with a monthly pension payment for your life. If you die before receiving at least 12 pension payments, the remaining guaranteed monthly payments will be paid to your **Beneficiary**. (See pages 45–46 for information on naming a **Beneficiary** and page 57 for the definition of **Beneficiary**.)

For example, if you die after receiving nine monthly payments, the remaining three payments will be made to your **Beneficiary**. If you live long enough to receive the 12 guaranteed monthly payments, you will continue to receive monthly payments for your lifetime, but no benefits will be payable to your **Beneficiary** after you die. If you die after making an application and having reached your **Annuity Starting Date**, but before receiving your first payment, your **Beneficiary** will be entitled to 12 payments.

50% Joint and Survivor Pension

The **50% Joint and Survivor Pension** provides you with a monthly payment as long as you live. And, after your death, it provides your **Spouse** (to whom you were married on your **Annuity Starting Date**) with half of the amount you were receiving. This amount will continue to be paid monthly to your **Spouse** as long as they live. After your **Spouse** dies, no further benefits will be paid.

Because this pension is paid over two lifetimes instead of one, your monthly pension is a percentage of the full monthly amount otherwise payable as a **Single Life Pension with 12 Months Guaranteed**.

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

*Example of a **50% Joint and Survivor Pension**:*
You **Retire** on a **Regular Pension** at age 65. At the time of your retirement, your **Spouse** is also age 65. The amount of your **Regular Pension** in the form of a **Single Life Pension with 12 Months Guaranteed** is $468.00. Under the **50% Joint and Survivor Pension**, your monthly amount would be $417.00 (.89 x $468.00 = $416.52 rounded up to the next highest dollar). If you die before your **Spouse**, your **Spouse** would continue to collect 50% of the monthly benefit you were receiving, or $209.00 ($417.00 x .50 = $208.50 rounded up to the next highest dollar). This amount would continue each month for as long as your **Spouse** lives. After your **Spouse** dies, all pension payments stop.

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

Note: The **Spouse** you were married to on the date you started receiving your pension benefit is the only **Spouse** eligible to receive the survivor portion of the **50% Joint and Survivor Pension** (unless you have a **Qualified Domestic Relations Order (QDRO)** that requires the payment of all or a portion of the **Joint and Survivor Pension** to a former spouse). Your **Spouse** must survive you in order to receive the survivor portion of the **50% Joint and Survivor Pension**. If your **Spouse** dies before you, you will continue to receive the same monthly benefit for the rest of your life, and all **Plan** benefits will end upon your death. Even if you re-marry, your new **Spouse** will not receive a benefit if you die first.

Optional 75% Joint and Survivor Pension

The **Optional 75% Joint and Survivor Pension** is similar to the **50% Joint and Survivor Pension** in that it provides you with a reduced benefit in order to provide continuing monthly payments to your **Spouse** after your death. If you die before the **Spouse** to whom you were married on your **Annuity Starting Date**, 75% of the amount you were receiving monthly will continue to be paid to that **Spouse** as long as your **Spouse** lives. After your **Spouse** dies, no further benefits will be paid.

Like the **50% Joint and Survivor Pension**, because this pension is paid over two lifetimes instead of one, it is a percentage of the full monthly amount otherwise payable as a **Single Life Pension with 12 Months Guaranteed**.

The percentage is 84.0% plus .5% for each full year your **Spouse** is older than you and minus .5% for each full year your **Spouse** is younger than you. For

example, if your **Spouse** is two full years younger than you, your benefit would be 83% of the **Single Life Pension with 12 Months Guaranteed**.

*Example of an **Optional** 75% **Joint and Survivor Pension:***
You **Retire** on a **Regular Pension** at age 65. At the time of your retirement, your **Spouse** is also age 65. The amount of your **Regular Pension** in the form of a **Single Life Pension with 12 Months Guaranteed** is $468.00. Under the **Optional 75% Joint and Survivor Pension**, your monthly amount would be $394.00 (.84 x $468.00 = $393.12 rounded up to the next highest dollar). If you die before your **Spouse**, your **Spouse** would continue to collect 75% of the monthly benefit you were receiving, or $296.00 ($394.00 x .75 = $295.50 rounded up to the next highest dollar). This amount would continue each month for as long as your **Spouse** lives. After your **Spouse** dies, all pension payments stop.

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

Note: Your **Spouse** must survive you in order to receive the survivor portion of the **Optional 75% Joint and Survivor Pension**. If your **Spouse** dies before you, you will continue to receive the same monthly benefit for the rest of your life, and all **Plan** benefits will end upon your death.

The Form of Payment That Applies to You

If you are not married on your **Annuity Starting Date**, or are married and your **Spouse** cannot be located, your pension will be paid in the form of the **Single Life Pension with 12 Months Guaranteed**.

If you are married on your **Annuity Starting Date**, your pension will be paid in the form of the **50% Joint and Survivor Pension**, unless you elect to receive either an **Optional 75% Joint and Survivor Pension** or the **Single Life Pension with 12 Months Guaranteed**. If you elect the **Single Life Pension with 12 Months Guaranteed**, your **Spouse** must agree in writing. If you elect the **Optional 75% Joint and Survivor Pension**, no spousal consent is required.

If the **Actuarial Equivalent Lump-Sum** value of the benefit payable to you is $7,000 or less as of your **Annuity Starting Date**, the benefit will be paid in the form of a single lump sum rather than a small monthly pension check at the time you elect to receive the pension benefit. If the **Actuarial Equivalent Lump-Sum** value of the benefit payable to your **Beneficiary** is $7,000 or less as of your date of death, the benefit will be paid in the form of a single lump sum as soon as practicable following your death (or if later, the **Fund's** receipt of notification of your death). You or your **Beneficiary** may be able to elect to have the single lump sum paid directly to a specified **Eligible Retirement Plan** in a **Direct Rollover**. Contact the **Fund** Office to learn more.

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

Pre-retirement Death Benefits

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

- You are **Vested** (see pages 13–14 for information on **Vesting Service**); and
- You die before you start your pension (your **Annuity Starting Date**).

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

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

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

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

Reemployment After Retirement

If you **Retire**, you may return to work. However, if you return to **Covered Employment** or another form of work that is considered **Disqualifying Employment**, your pension may be suspended during that period of work. Please see the definition of **Disqualifying Employment** on page 58 for more details.

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

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

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

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

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

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

Contact Member Services if you have any questions about this provision.

General Information

Retirement

Retirement under the **Plan** is voluntary. All benefits are in addition to any benefits you receive from Social Security. In order to be eligible to receive benefits from the **Plan**, you must apply for a pension benefit and completely withdraw from all **Disqualifying Employment** (see page 58) unless you have reached **Normal Retirement Age**, after which you may continue to work up to 40 hours per month in **Disqualifying Employment**.

You must begin your pension by the April 1 following the calendar year you became age 70½, as indicated on pages 37–38, even if you are still working.

Your Disclosures to the Fund: Fraud

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

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

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

See "Overpayments" on page 48 for more information.

How to Apply for a Pension

Applications for all types of pensions may be obtained from Retirement Services at 25 West 18th Street, New York, NY 10011-4676.

When you are ready to **Retire**, schedule a retirement counseling appointment and meet with a counselor in person or over the phone. A Retirement Counselor will guide you and your **Spouse**, if married, through the entire retirement process. You will be encouraged to bring your **Spouse** to the appointment. At your appointment, you will choose your pension payment option and sign your Pension Summary Letter.

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 each divorce decree or separation decree or agreement.

If these documents are on file with the **Fund** Office, you will not need to resubmit them. Your Retirement Counselor will tell you which documents to bring. All required documents will need to be provided to the **Fund** Office before your pension payments can start.

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 their right to this form of payment or you elect the **Optional 75% Joint and Survivor Pension**. The consent requirement may be eliminated if the **Plan** determines (based on evidence you provide) that you cannot locate your **Spouse** after diligent efforts. It may also be eliminated if there are extenuating circumstances recognized by the Internal Revenue Service (the "IRS"), such as you have been either legally separated from, or abandoned by, your **Spouse** and you have a court order to that effect.

You should submit your application as soon as possible after you complete it. The Retirement Services Department recommends you submit your application at least three months prior to the date you want your pension to start.

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

When Pension Benefits Begin

Your pension benefit is generally payable beginning on the first of the month following the date you have met the eligibility rules for a pension benefit and the **Fund** Office has received a completed application that includes your supporting documentation such as birth certificates, marriage certificate, divorce decree, etc. The date that pension benefits are first payable is known as your **Annuity Starting Date**.

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

In any event, you must start receiving your pension by the April 1 of the calendar year following the calendar year in which you reach age 70½, even if you are still working in **Covered Employment**. This is known as your **Required Beginning Date**. Failure to start receiving your pension when required may result in you having to pay a penalty to the Internal Revenue Service of up to 25% of the amount of your payments that were not timely started.

If you apply for the pension and furnish all the necessary information to the **Fund**, your pension will be paid in the form that you and your **Spouse**, if applicable, select. (The available forms of benefit and the rules for selecting them are on pages 26–32.) Otherwise, the **Fund** will begin paying your benefit on your **Required Beginning Date** in the form of a **50% Joint and Survivor Pension** calculated on the assumption that you are married and that you are three years older than your **Spouse**, unless there is a date of birth on file for your **Spouse**. After your pension starts, only two changes are permissible. First, the **Fund** will change the payment option from a **50% Joint and Survivor Pension** to the **Single Life Pension** with **12 Months Guaranteed** if you prove you did not have a **Spouse** on your pension effective date. Second, the **Fund** will adjust the amount of the **50% Joint and Survivor Pension** benefit going forward based on the actual age difference between you and your **Spouse**, if you provide proof of age for you and your **Spouse**. Any changes made based on the actual age difference between you and your **Spouse** will be made going forward, not retroactively.

The **Fund** will use reasonable efforts to contact and locate you in order to assist you with claiming your pension. If you do not contact the **Fund** within six months after the **Fund** has attempted to contact you, you will be deemed "lost". If you are deemed "lost" and remain "lost" for two years, your unclaimed benefits will be forfeited. However, you have the right to claim payment of forfeited benefits. Previously forfeited benefits to which you are entitled will be paid to you without interest; however, the benefit payment shall be reduced to the extent of any overpayment the **Plan** has made to another individual as a result of you having been deemed "lost". See Loss of Pension Benefits on pages 40–41 for more information on the circumstances under which you could lose benefits under the **Plan**. It is important that you keep the **Fund** informed of any changes in address or other personal information.

How to Apply for a Total Disability Benefit and When Total Disability Benefits Begin

If you think you are eligible for a **Total Disability Benefit**, call Member Services at 1-800-551-3225.

To apply for the **Total Disability Benefit**, you must submit a Disability Eligibility Verification Form and proof of your disability (generally, a Social Security Administration Disability Notice of Award). To get a copy of the Disability Eligibility Verification Form, contact Member Services. You should submit this form as soon as possible after your disability begins for the reasons explained on pages 23–25.

Your Disability Eligibility Verification Form will be reviewed by the **Funds'** Department of Eligibility to determine whether you meet the eligibility requirements for a **Total Disability Benefit** as described on pages 23–25 under the section "**Total Disability Benefit**".

If your application for the **Total Disability Benefit** is approved, you will be notified of the amount and start date of your **Total Disability Benefit**. In no case will your **Total Disability Benefit** payments begin sooner than the first day of the 7th month after you last worked in **Covered Employment**.

Incompetence or Incapacity

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

No Duplication of Pensions

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

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

Suspension of Pension Benefits

Payments begin when you **Retire** under the rules of the **Plan** and will generally continue for the rest of your life. However, if you work in **Disqualifying Employment** (as defined on page 58) after retirement and have not reached your **Required Beginning Date**, your pension may be suspended. (Please see pages 32–33 and pages 39–40 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.

Alert:
If you are considering returning to work after your pension payments have started, it is a good idea to contact Member Services in advance to determine whether the employment you have in mind may be **Disqualifying Employment**.

Loss of Pension Benefits

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

1. If your **Covered Employment** terminates by resignation, discharge, or death before you have completed five (5) years of **Vesting Service** and you do not reach your **Normal Retirement Age** while still working in **Covered Employment**, your retirement benefit will be forfeited, as more fully described in the **Vesting Service** section of this SPD. (See **Vesting Service** on pages 13–14.)
2. If you are **Vested**, you will always be entitled to benefits that you have earned during periods when an employer was obligated to make contributions to the **Fund** on your behalf. If your employer ceases to be obligated to make contributions to the **Fund** on behalf of employees in your classification, however, and you continue working for that employer in that classification, your work will no longer be **Covered Employment**, and you will receive no **Service Credit**. In addition, benefits based upon **Past Service Credit** may be reduced or canceled under certain circumstances if your last employer is no longer obligated to make contributions to the **Fund**.
3. If the **Plan's** financial condition were to deteriorate sufficiently, certain benefits under the **Plan** may have to be reduced, consistent with federal law.
4. If the **Plan** terminates, certain benefits under the **Plan** may be reduced or eliminated, consistent with federal law. (See Plan Amendment or Termination on pages 50–51 for more information.)
5. Federal law permits payment of all, or a portion of, your benefit to another person, provided such payment is pursuant to a **Qualified Domestic Relations Order ("QDRO")** relating to child support, alimony or marital property rights payments. (See **Qualified Domestic Relations Orders** on page 48 for more information.)
6. If you do not provide the Trustees with your most recent address and you cannot be located, the Trustees may be unable to distribute your benefit to you. If the Trustees are unable to locate you in order to commence your benefit at your **Required Beginning Date**, you may be deemed "lost." If you are deemed "lost" after a period of two years, your unclaimed benefits will be forfeited.
7. If you fail to make a proper application for your retirement benefit or fail to provide necessary information, the Trustees may be unable to distribute your benefit to you.
8. See Suspension of Pension Benefits on pages 32–33 and pages 39–40 to determine if your reemployment or your continued employment after your **Normal Retirement Age** may cause your retirement benefit payments to be suspended.
9. If you receive benefits to which you are not entitled, you may have to repay the **Plan** in certain circumstances. See Overpayments on page 48 for more information.

Compliance with Federal Law

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

The Plan's Decision on Your Application

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

- The specific reasons for the **Plan's** determination and references to the specific **Plan** provisions on which the determination is based,

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

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

Special Rules for Total Disability Benefit Claims

To apply for the **Total Disability Benefit**, you must submit a Disability Eligibility Verification Form and proof of your disability (generally, a Social Security Administration Disability Notice of Award). To get a copy of the Disability Eligibility Verification Form, contact Member Services. You should submit this form as soon as possible after your disability begins for the reasons explained on pages 23–25.

Your Disability Eligibility Verification Form will be reviewed by the **Funds'** Department of Eligibility to determine whether you meet the eligibility requirements for a **Total Disability Benefit** as described on pages 23–25 under the section "**Total Disability Benefit.**" The **Board**, or its designee(s), has the sole and absolute discretion to make all determinations of disability.

If you are found to not meet the requirements for a **Total Disability Benefit**, the **Fund** will provide you with a written denial notice that includes all of the information listed on the previous section, pages 41–42 under the section "The Plan's Decision on Your Application."

A decision on your eligibility will be provided within 45 days of receipt of your application. If an extension of time is necessary for processing (due to circumstances beyond the control of the **Plan**, such as your failure to provide a Social Security Disability Notice of Award), the 45-day period may be extended for an additional 30 days and, if additional time is still needed after that period ends, there may be one more extension of 30 days. If an extension is needed, you will be notified within the initial 45-day period of the circumstances requiring the extension and the date by which a decision is expected. The notice will inform you of the standards for entitlement to the **Total Disability Benefit**, the issues delaying a decision on your claim, and the additional information needed to resolve those issues.[3]

If your application for a **Total Disability Benefit** is approved, you will be notified of the amount and start date of your **Total Disability Benefit**. In no case will your **Total Disability Benefit** payments begin sooner than the first day of the 7th month after you last worked in **Covered Employment**.

Appealing Denied Benefits

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

Appeals to the Board of Trustees must be in writing and must be mailed to:

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

[3] If you are not eligible for Social Security disability benefits for reasons unrelated to your medical or mental health condition (see footnote 2 on page 23), and your application for a **Total Disability Benefit** is based on medical information, the **Plan's** notice of its decision on your application will include all of the information described in "The Plan's Decision on Your Application," plus additional discussion of all medical evidence, standards, guidelines, and protocols that the **Plan** has received or used in the consideration of your application, and will identify, upon request, any medical or vocational expert whose advice was obtained on behalf of the **Plan** in connection with a benefit denial, without regard to whether the advice was relied upon in making the benefit determination. If applicable, the **Plan's** notice will also identify any medical necessity or experimental treatment or similar exclusion or limit upon which it is based, and will either explain the scientific or clinical judgment for the determination, applying the terms of the **Plan** to your medical circumstances, or will state that such explanation will be provided free of charge to you upon request. The notice of the **Plan's** decision will also be provided in a cultural and linguistically appropriate manner, as required by government regulations.

Your appeal should state clearly the reason(s) for your disagreement with the decision regarding your pension and include any additional documents, records or other evidence that you believe should be considered in connection with your appeal.

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

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

If you appeal a denial of an application for a **Total Disability Benefit** that was based on medical evidence other than a Social Security award, as described in footnote 2 on page 23, the **Plan** will also send you, free of charge, with or without a request, any new or additional evidence considered, relied upon, or generated by the **Plan** in connection with the appeal review and any new or additional rationale for denial of the application so that you will have a reasonable opportunity to respond to it before the Appeals Committee makes a decision on your appeal.

All appeals to be reviewed by the Appeals Committee will be reviewed during its next regularly scheduled meeting, provided that your appeal is received by the **Plan** at least 30 days before the meeting date. If your appeal is received by the **Plan** less than 30 days before the next regularly scheduled meeting of the Appeals Committee, your appeal will be reviewed at the second regularly scheduled meeting following the **Plan's** receipt of your appeal. If special circumstances require an extension of time for processing your appeal, then the Appeals Committee will make a decision on your appeal during the third regularly scheduled meeting following receipt of your appeal. If this extension is needed, you will be notified in writing (before the extension begins) of the circumstances requiring the extension and the date as of which the appeal determination will be made. You will be notified in writing of the Appeals Committee's decision on your appeal within five days after the decision is made. If your appeal is denied, the written notice will include all of the information described on pages 41–42 under the section The Plan's Decision on Your Application.[4]

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

Naming a Beneficiary

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

If you are married and you reject the **50% Joint and Survivor Pension** (with spousal consent), you will need your **Spouse's** consent to name a **Beneficiary** other than your **Spouse**. Future changes in **Beneficiary** require consent from the **Spouse** to whom you were married at the time you waived your right to the **50% Joint and Survivor Pension**. If you are not married, you may change the named **Beneficiary** as often as you wish and without the consent of any previously named **Beneficiary**.

[4] If you are not eligible for Social Security disability benefits for reasons unrelated to your medical or mental health condition, and your application for a **Total Disability Benefit**, which was based on medical information, was denied and you appealed, the **Plan's** notice of the Appeals Committee's decision on your appeal will include all of the information described in "The Plan's Decision on Your Application," plus additional discussion of all medical evidence, standards, guidelines, and protocols that the **Plan** has received or used in the consideration of your application. The **Plan's** notice will also identify any medical necessity or experimental treatment or similar exclusion or limit upon which it is based, and will either explain the scientific or clinical judgment for the determination, applying the terms of the **Plan** to your medical circumstances, or will state that such explanation will be provided free of charge to you upon request. The **Plan's** notice to you of the Appeals Committee decision will be provided in a cultural and linguistically appropriate manner, as required by government regulations.

If you have not named a **Beneficiary**, or if your **Beneficiary** dies before you, any benefits due under the 12-month guarantee will be paid to the legal representative of your estate, or if there is none, to one or more of the persons who are entitled to such benefits under section 1310 of the New York Surrogate's Court Procedure Act (SCPA), regardless of your state of residence at your death, and only upon submission of an affidavit that complies with SCPA 1310, or to such other person or persons as the **Board** may designate, in its discretion.

The only **Beneficiary** allowed under the **50% Joint and Survivor Pension** or **Optional 75% Joint and Survivor Pension** is your **Spouse**, or a former **Spouse** designated as a surviving **Spouse** under a divorce decree that meets the requirements for a **Qualified Domestic Relations Order ("QDRO")** as defined on page 48 and page 60. Divorce or remarriage after retirement will not change your **Beneficiary**.

If the **Board** determines that a **Participant's** death was caused, or contributed to, by any wrongful act of violence initiated by a **Beneficiary**, or if the **Beneficiary** is convicted of any crime that caused, or contributed to, the **Participant's** death, any death benefit payable to that **Beneficiary** will instead be paid in a single lump sum to the persons otherwise entitled to receive death benefits under the **Plan**.

$1,000 Death Benefit for Pensioners

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

You can name any person or persons you want on this form; no spousal consent is required if you are married. Your **Beneficiary** designation will be recorded in the Health Fund's electronic record-keeping system. You may change your **Beneficiary** designation after you start your pension, by completing a new **Beneficiary** designation form. For a copy of the form, contact Member Services in writing, by telephone or go to www.32bjfunds.org.

If you do not name a **Beneficiary** for this $1,000 death benefit, if your **Beneficiary** dies before you and you have not named a new **Beneficiary**, or if you do not have a **Beneficiary** recorded in the Health Fund's electronic record-keeping system, the benefit will be payable in the following order:

1) Your **Spouse**, if living, or

2) Your estate.

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

Employer Contributions

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

Assignment of Benefits

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

Qualified Domestic Relations Orders

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

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

Overpayments

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

Military Leave

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

If you are entitled to these rights under USERRA, upon return to **Covered Employment** you may receive credit for the service you would have earned while you were away. (See Earning Service When You Cannot Work on page 14.)

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

Plan Administration

The **Plan** is what the law calls a "defined benefit" pension program. Benefits are provided in the amounts specified in the **Plan** document from the **Plan's** assets. Those assets are accumulated under the provisions of the **Trust Agreement** (as defined on page 61) and are held in a Trust Fund for the purpose of providing benefits to covered **Participants** and defraying reasonable administrative expenses.

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

denied benefit claim appeals, shall have the sole and absolute discretionary authority to:

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

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

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

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

Plan Amendment or Termination

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

Federal Insurance

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer 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, ask the Plan Administrator or contact the PBGC at: PBGC P.O. Box 151750, Alexandria, VA 22315-1750, or call 1-800-400-7242.

If you are deaf or hard of hearing or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Additional information about the PBGC's pension insurance program is available through the PBGC website at https://www.pbgc.gov.

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

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

Receive Information about the Plan and Benefits under the Plan

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of **Plan** documents or the latest annual report from the **Plan** and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the **Plan** Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the **Plan** Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court (subject to the three-year time limit described in the section "Appealing Denied Benefits"). In addition, if you disagree with the **Plan's** decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. You may not file a lawsuit–to review either a claim denial or a decision on a **QDRO**–until you have followed the appeal procedures described on pages 43–45, and ***you may not file a lawsuit more than three years after your appeal is decided***, as described on page 45. If it should happen that **Plan** fiduciaries misuse the **Plan's** money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your **Plan**, you should contact the **Plan** Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the **Plan** Administrator, you should contact the nearest office of EBSA, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration ("EBSA")
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, DC 20210-0001

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

Plan Facts

Plan Name: Building Service 32BJ Pension Fund
Employer Identification Number: 13-1879376
Plan Number: 001
Plan Year: July 1 – June 30
Type of Plan: Defined Benefit Pension Plan

Funding of Benefits and Type of Administration

All contributions to the Trust Fund are made by **Contributing Employers** under the **Plan** in accordance with their written agreements. **Participants** are not permitted to make contributions. Benefits are administered by the Board of Trustees.

Plan Sponsor and Administrator

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

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

Participating Employers

The Compliance Office will provide you, upon written request, with information as to whether a particular employer is contributing to the **Plan** on behalf of employees working under a written agreement, as well as the address of such employer and whether a particular union has a collective bargaining agreement requiring contributions to the **Plan**, as well as the address of such union. Additionally, a complete list of employers contributing

to the **Plan** and unions that are parties to collective bargaining agreements under which the **Plan** is maintained may be obtained upon written request to the Compliance Office and is available for examination at the **Plan's** office:

Compliance Office
Building Service 32BJ Benefit Funds
25 West 18th Street
New York, NY 10011-4676
212-539-2778

Agent for Service of Legal Process

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

Glossary of Terms

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

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

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

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

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

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

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

Covered Employment means work in a classification at a building for which your employer is required to make contributions to the **Fund** for benefits under the **Plan**. **Covered Employment** does not include work in a classification in which your employer is required to make contributions to Program A, Program C, Program D, Program MA, or Program CT of the **Fund** (see pages 6–7), which are described in separate booklets.

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

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

(i) within the geographical area defined by Nassau and Suffolk Counties, whether or not for a **Contributing Employer**;

(ii) for a **Contributing Employer**, regardless of location, but not outside the jurisdiction of the Union; or

(iii) for an employer that previously was a **Contributing Employer**, or in a building for which any employer previously made contributions, but not outside the jurisdiction of the Union.

Disqualifying Employment *will NOT include:*

(i) window cleaning work by an individual who was a **Participant** in this **Plan** on June 30, 2008; or

(ii) work for which contributions are required to be made to the **Fund** for benefits under Program C, Program D, Program MA, or Program CT.

Early Retirement Pension means the pension benefit that is available to a **Participant** who has reached age 55 and has at least ten years of **Service Credits**. (See pages 22–23.)

Eligible Retirement Plan is an individual retirement account described in section 408(a) or section 408(p) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, a qualified trust described in section 401(a) of the Internal Revenue Code and, in some cases, an annuity contract described in section 403(b) of the Internal Revenue Code, an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, and a Roth IRA described in section 408A of the Internal Revenue Code. For distributions made to a non-Spouse Beneficiary, an **Eligible Retirement Plan** is an individual retirement account described in section 408(a) or section 408(p) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, and a Roth IRA described in section 408A of the Internal Revenue Code, provided that such account, annuity, or Roth IRA is an inherited retirement account or annuity under section 408 of the Internal Revenue Code.

50% Joint and Survivor Pension means the form of pension benefit that is automatically paid to any married **Participant** unless their **Spouse**, as of the **Annuity Starting Date**, agrees to waive their right to the survivor portion of the pension. This pension provides you with an adjusted monthly amount and, after your death, provides your **Spouse** a survivor pension equal to 50% of the adjusted monthly amount. (See pages 28–29.)

Fund means the Building Service 32BJ Pension Fund.

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

- Periods of disability for which you receive accident and sickness benefits according to New York or New Jersey Workers' Compensation benefits (up to six months), New York State Disability Law, or New Jersey Temporary Disability Law; and
- Hours for which you are entitled to back pay to the extent that it is intended to compensate you for periods during which you would have been in **Covered Employment**

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

Optional 75% Joint and Survivor Pension means the form of pension benefit that provides you with an adjusted monthly amount and after your death, provides your **Spouse** a survivor pension equal to 75% of the adjusted monthly amount. Election of this form of payment does not require spousal waiver of the **50% Joint and Survivor Pension**. (See pages 29–30.)

Participant means an employee or former employee who has met the requirements for participation in the **Plan** and whose status as a **Participant** has not been terminated due to a one-year **Break-in-Service**. (Please see pages 8–9 for more detailed work requirements.) A **Pensioner** is also a **Participant**.

Past Service Credit means **Service Credit** that may be provided to a **Participant** for work for an employer prior to that employer becoming party to a collective bargaining agreement. (Please see pages 9–12 for more details.)

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

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

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

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

Regular Pension means the pension benefit available to **Participants** who have 25 years of **Service Credits** and have reached age 65. It also means the pension benefit available to **Participants** who have reached age 62 while working in **Covered Employment**, who have 25 years of **Service Credits**, and who have earned credit for at least one **Hour of Service** under a collective bargaining agreement that requires the employer to contribute at a rate that pays for this benefit. (See pages 17–21.)

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

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

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

Single Life Pension with 12 Months Guaranteed means the form of pension benefit paid to you if, on your **Annuity Starting Date**, you are either unmarried or obtain spousal waiver of the **50% Joint and Survivor Pension** and elect this form of pension benefit. This form of payment is payable for your lifetime and, if you die before you have received 12 monthly payments, your **Beneficiary** will receive the balance of these 12 payments.

Spouse means the person to whom you are married (or a former Spouse to the extent provided in a Qualified Domestic Relations Order.)

Total Disability Benefit means the benefit available to a **Participant** who became totally disabled (as described on pages 23–25) while working in **Covered Employment**, who has at least 15 years of **Service Credits** and who has reached age 50.

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

Union means 32BJ SEIU.

Vested means having reached **Normal Retirement Age** while you are working in **Covered Employment**, or having accumulated five years of **Vesting Service**. Once you are **Vested**, your benefit will be generally non-forfeitable even if you leave **Covered Employment** before you reach the age at which you may apply for a benefit. (See Loss of Pension Benefits on pages 40–41 for more information on loss of benefits.)

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

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

Contact Information – Member Services

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

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

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