

Local 25 S.E.I.U. and Participating Employers Pension Plan

Hard, steady work is part of the history of the Service Employees International Union. You know that as long as you are working, you can count on a regular paycheck. But as a Building Services Division of S.E.I.U. Local Union 1 (formerly Local 25) member, you are also fortunate to have financial security for retirement - a pension plan. Your employer pays the entire cost of your pension benefit, which is in addition to the benefits you will receive from Social Security and individual savings.

The Pension Plan was established in 1969. It has been amended several times, and was amended and restated on 10/1/14, to provide you with improved benefits. In the past, when changes in benefits were made, a one-page flyer called a Summary of Material Modification (SMM) would be issued to modify the text within this booklet. In the future, these items if and when they are distributed should be kept with this booklet.

The main features of the Plan are described in this booklet. It explains how you become eligible for a pension, how much of a benefit you'll receive, pension benefits for your spouse in the event of your death, and other information you need to know. Additional information about Plan funding, administration and your legal rights are found at the end of this Summary Plan Description. Please read the booklet carefully. If you have further questions, contact the Fund Office.

To avoid awkward wording in this book, masculine terms are used to apply to both male and female participants. However, feminine terms are used to refer to spouses, and the feminine terms will apply to male spouses where applicable. Also, wherever the term "you" or "your" is used, it means an eligible employee.

This booklet is intended to give you a summary of the benefits and provisions of the Pension Plan adopted by the Trustees. If any discrepancy exists between this booklet and the Plan documents, the provisions of the Plan documents will control. Only the full Board of Trustees has authority to interpret the Pension Plan described in this booklet. Their interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. Benefits under the Plan will be paid only when the Board of Trustees or persons delegated by them decide, in their sole discretion, that the participant or beneficiary is entitled to benefits. If a decision of the Trustees is challenged in court, it is the intention of the parties that such decision is to be upheld unless it is determined to be arbitrary or capricious.

No employer or any representative of any employer or union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees. If you wish any information regarding the Plan, such information must be communicated to you in writing signed on behalf of the full Board of Trustees.

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Open Monday through Friday

Please call for an appointment between 8:30 a.m. and 5:00 p.m.

Terms You Should Know

Throughout this booklet, you will find certain words or terms, which are important in determining your benefits. Please review the following definitions so that you can thoroughly understand how your Pension Plan works.

Covered Employment

You are in Covered Employment when you are working for an employer who is required to make contributions to the Plan on your behalf.

Credited Service

The period of Covered Employment used to calculate the amount of your pension. It can include both Future and Past Credited Service but combined cannot exceed 25 years.

Future Credited Service

All your Covered Employment from and after December 1, 1968. You are credited with one year of Future Credited Service for each calendar year in which you work at least 45 weeks (or 1350 hours). If you work less than 45 weeks (or 1350 hours), but at least 10 weeks (or 300 hours), you are credited with part of a year. The following table shows you how much:

<u>Weeks Worked During a Calendar Year</u>	<u>Hours Worked During a Calendar Year</u>	<u>Future Credited Service</u>	
45 or more	1350 or more	1.0 year	(10/10ths)
40-44	1200-1349	.9	(9/10ths)
35-39	1050-1199	.8	(8/10ths)
30-34	900-1049	.7	(7/10ths)
25-29	750-899	.6	(6/10ths)
20-24	600-749	.5	(5/10ths)
15-19	450-599	.4	(4/10ths)
10-14	300-449	.3	(3/10ths)
Less than 10 weeks	0-299	0	(None)

To find your total Future Credited Service, add together your full and partial years' credits. For example, if you worked three calendar years and earned a full credit the first year, 4/10ths of a credit the second year and 6/10ths of a credit the third year, you would have a total of 2.0 years of Future Credited Service.

Past Credited Service

In most cases, credit for your years of service before December 1, 1968 is included in the benefit calculation. However, the participation agreement between each employer and the Trustees determines whether you qualify for Past Credited Service and how much it will be utilized.

Eligibility Service

The period of Covered Employment you must have in order to receive a pension. You receive one year of Eligibility Service for each calendar year in which you receive any Credited Service while employed for at least 10 weeks or in which you completed 1,000 hours of employment during a calendar year in which your employer was required to contribute on your behalf. You also earn Eligibility Service for up to 501 hours of absences such as vacation, holiday, illness, disability, layoff, jury or military duty, or authorized leave.

Maternity or Paternity Leave

Termination of employment or absence from work because you are pregnant, or because you stayed home to take care of your natural or adopted child immediately following the child's birth or adoption. If documented, can also be utilized to add to your Eligibility Service.

Normal Retirement Age

Your Normal Retirement Age is your 65th birthday. You are fully vested once you attain your Normal Retirement Age.

Normal Retirement Date

Generally the first of the month after your 65th birthday. However, if your Covered Employment began after age 60, it is the first of the month after the 5th anniversary of your Covered Employment date.

Pension

Monthly payments you will receive when you are entitled to benefits under the Plan.

Eligibility and Participation

You become eligible to participate in the Plan after a year of Covered Employment or a year of Eligibility Service, whichever is later. Once eligible, you may qualify for one of four types of pension.

Qualifying for a Pension

You may qualify for one of four types of pension (provided your employer has contributed to the Plan for at least 20 weeks on your behalf).

- A normal pension if you retire on or after reaching Normal Retirement Age (age 65).
- An early pension if you retire between ages 55 and 65 with at least 10 years of Eligibility Service.
- A disability pension if you retire because of total and permanent disability with at least 10 years of Eligibility Service. (See page 8 for details.)
- A deferred vested pension, payable at your Normal Retirement Date, if you terminate Covered Employment on or after August 1, 1988, with at least five (5) years of Eligibility Service (ten [10] years if before August 1, 1988).

If you have at least ten (10) years of Eligibility Service, you may receive your deferred vested pension any date after you are age 55, but the amount will be reduced.

Types of Pension Benefit

You will receive a normal pension if you retire on or after your Normal Retirement Age. Also, you may receive an early or disability pension with at least 10 years of Eligibility Service or a deferred vested pension with at least five years of Eligibility Service.

Normal Retirement

You receive a full monthly pension beginning immediately if you terminate from Covered Employment on or after age 65 with at least five years of Eligibility Service. If your Eligibility Service began after age 60, payments begin on the fifth anniversary of the date Eligibility Service began.

If you retire on or after June 1, 2007, your monthly pension is based on your Credited Service up to a maximum of 25 years. The formula is:

\$29.00 for each year of Future Credited Service

PLUS

\$10.00 for each year of Past Credited Service

For example, if you retire at age 65 with 20 years of Future Credited Service and five years of Past Credited Service, your monthly pension benefit would be calculated like this:

\$580.00 \$29.00 x 20 years of Future Credited Service

PLUS

+\$50.00 \$10.00 x 5 years of Past Credited Service

\$630.00 Your Monthly Pension Benefit

If you have more than 25 years of Credited Service, Future Credited Service is counted first, so that you get the largest possible pension.

Deferred Vested Pension

You qualify for a deferred vested pension if you leave Covered Employment after five years of Eligibility Service. Your deferred vested pension will begin at age 65. However, if you have at least 10 years of Eligibility Service, you may apply for a reduced pension starting any time after you reach age 55.

Your deferred vested pension is calculated like a normal pension, based upon the Plan provisions at the time you left Covered Employment. If payments start before age 65, they are reduced the same as for early retirement.

Disability Pension

You qualify for a disability pension if your Covered Employment is terminated because you become totally and permanently disabled and you have at least 10 years of Eligibility Service.

Prior to October 1, 2002, disability means a physical or mental condition, which totally and permanently prevents you from working anywhere for pay or profit. Chronic alcoholism, self-addiction to narcotics and any injury that happened while committing a crime or during service in the United States Armed Forces are excluded. The Trustees determine disability based on a medical examination.

On and after October 1, 2002, you will be considered disabled for purposes of the Plan if you are determined to be disabled by the Social Security Administration.

If you stop working due to a medical condition that does not qualify as a total and permanent disability, you may still qualify for a disability pension if the condition develops into a total and permanent disability within one year after you last worked in Covered Employment. However, the disability must have existed and been diagnosed prior to that date.

Your disability pension is calculated like a normal pension. Monthly payments begin promptly after the Trustees approve your application and after any weekly sick benefits have stopped and you are no longer on a sick leave with your Employer. There is no reduction for benefits you will receive before age 65.

Shortly before you attain age 65, the Fund Office will send you an election form for you to indicate how you want your disability pension paid after age 65. You have a choice of continuing the unreduced amount you have received up to age 65 or selecting a different form of pension payment that will provide continuing benefits to your spouse after your death.

Distribution at Age 70¹/₂

If you continue to work past age 70¹/₂, you are entitled to receive a pension benefit April 1 following the calendar year in which you reached age 70¹/₂ even if you are still working. Your pension benefit will be based on your Credited Service as of the December 31st of the preceding year.

For subsequent years while still employed, your monthly pension will be reviewed annually to reflect the additional year(s) of Credited Service and payments received during prior years.

If you reached age 70¹/₂ after September 30, 2001 you may elect to defer payment until you actually retire. In this case, your pension benefit will increase based on the additional benefit credits you earn and the value attributable to the deferral of your pension benefits.

Early Retirement

You can retire between ages 55 and 65 after 10 years of Eligibility Service and receive either your full monthly pension starting at age 65, or a reduced pension starting any time after age 55. If you decide to have payments start before age 65, your pension amount will be reduced by 6% for each year in which you begin receiving payments before age 65. This reduction takes into account the fact that you will be receiving payments over a greater number of years.

For example, if you were retiring at age 60 with 15 years of Future Credited Service and three years of Past Credited Service, your monthly pension would be calculated like this:

\$435.00	\$29.00 x 15 years of Future Credited Service
	PLUS
<u>+\$30.00</u>	\$10.00 x 3 Years of Past Credited Service
<u>\$465.00</u>	Pension at age 65

If you elect to have your benefit begin at age 60, your pension would be reduced by 6% a year for the five years it starts early (or 30%).

\$465.00	Pension at age 65
	MINUS
<u>-\$139.50</u>	6% Reduction Factor x 5 Years x \$435.00
<u>\$325.50</u>	Early retirement pension beginning at age 60

Qualified Domestic Relations Order (QDRO)

A Qualified Domestic Relations Order is a judgment under state law relating to child support, alimony payments or marital property rights. You may obtain a copy of the procedures governing a Qualified Domestic Relations Order without charge by contacting the Fund Office. Also see Assignment of Benefits section on page 17.

Non-Duplication with Wage Replacment Benefits

No pension benefits will be payable for any month in which you receive weekly disability or loss of time benefits from an employee benefit plan, temporary total disability payment under any workers' compensation law (or is pursuing recovery under a workers' compensation law), or unemployment compensation benefits.

Reciprocal Pension

Often, a worker is employed by a number of different employers during his or her working career. As a result, the worker may not earn enough Eligibility Service to become eligible for a pension, or may lose Credited Service that results in a lower pension benefit. This plan includes a reciprocity agreement with another pension plan to deal with these situations. The Reciprocal Agreement applies only to retirement benefits, not pre-retirement benefits or survivor benefits.

If you have participated in a pension plan that has a reciprocity agreement with this pension plan, the Eligibility Service and Credited Service you earn in the other pension plan will count toward your eligibility Service and Credited Service in the Local 25 S.E.I.U. Pension Plan. These are called your Combined Eligibility Service and your Combined Credited Service. You can earn up to one year of combined Eligibility and Credited Service in one calendar year.

To be eligible to receive Eligibility and Credited Service, you must complete at least one year of Credited Service in the Local 25 S.E.I.U. Pension Plan while the reciprocity agreement is in effect.

The reciprocal pension applies to employees who:

- Become entitled to retirement benefits under the Local 25 S.E.I.U. and Participant Employers Pension Trust after June 1, 1981, and
- Earn at least one year of service under this Plan.

Once vested, you will be entitled to a pension benefit based on your covered employment. However, if the Reciprocal Agreement is terminated before your benefit begins, your benefit will be based only on your covered employment in the Local 25 S.E.I.U. Pension Plan.

Contact one of our pension specialists in the Fund Office for a list of pension plans that have a reciprocity agreement with the Local 25 S.E.I.U. Pension Plan.

Forms of Pension Payment

When you retire, you can choose from several forms of payment in which to receive your pension.

If you are married, your benefit will be automatically paid as a 50% Joint and Survivor Pension. You may elect another form of payment if you obtain the written, notarized consent of your eligible spouse. The Fund Office will tell you about your choices when you apply for retirement. It's a good idea to read about them now and plan ahead for this important decision.

50% Joint and Survivor Pension

You receive a reduced pension as long as you live. After your death, your spouse receives one-half (50%) of your reduced monthly amount for his or her lifetime.

75% Joint and Survivor Pension

Similar to the 50% Joint and Survivor Pension, you receive a smaller pension during your lifetime so that your spouse will receive 75% of your reduced monthly amount for his or her lifetime.

100% Joint and Survivor Pension

You receive a smaller pension during your lifetime so that your spouse will receive the same (100%) monthly amount after your death. To receive this form of pension, you must apply at least one year before your retirement begins.

Single Life Pension

You receive your full monthly pension for as long as you live with no continuing benefits to your spouse after you die.

Period-Certain Pension

You receive a reduced pension as long as you live. If you die before the end of the period you select, 5, 10 or 15 years, your beneficiary receives your pension for the remainder of that period. To receive this form of pension, you must apply at least one year before your retirement begins.

You may change or elect any form of pension payment as long as you do so at least 90 days before your pension starts. You may change any election at any time during the 90 days preceding the date your pension begins as long as you elect a 50% Joint and Survivor Pension. Other forms of pension must be elected **at least 90 days before** the earlier of:

- the date your pension is to begin, or your Normal Retirement Date.

If your spouse or other beneficiary dies before the optional form of pension takes effect, you will receive a full, unreduced pension for your lifetime with no continuing benefits after you die.

Benefits If You Die While Actively Employed

The Plan provides benefits for your spouse (or named beneficiary) if you die during Covered Employment.

Eligible Spouse's Pension

If you die during Covered Employment after Normal Retirement Age or with at least 5 years of Eligibility Service, your eligible spouse will receive a lifetime monthly pension. Unless you have elected another form of eligible payment (see Forms of Pension Payment, page 11), your spouse will receive 50% of your earned monthly benefit. If your eligible spouse is more than 10 years younger than you are, the pension amount will be reduced because it is expected that benefits will be paid out over a longer period of time.

In order for your spouse to be eligible for benefits, you must have been married for at least one year prior to your death. Payments begin the month following your death and continue monthly for as long as your eligible spouse lives.

Lump Sum Death Benefit

If you die during Covered Employment and have had at least 35 weeks of Credited Service, you will be eligible for this benefit.

The lump sum death benefit payable to your beneficiary is \$10,000.00. The beneficiary would be your spouse unless another beneficiary is named with your spouse's written consent. If you are not married and have not named a beneficiary, the death benefit up to \$10,000.00 would be payable toward your funeral expense.

The death benefit coverage continues for one calendar year following the date of your employer's last contribution, but ends when your pension payments begin.

Please complete the beneficiary card enclosed.

Benefits If You Die After Leaving Covered Employment

The Plan provides benefits for your eligible spouse if you die after leaving Covered Employment but before your pension begins. A participant in this situation who has also not elected a specific form of pension benefit shall be automatically covered by the 50% Joint and Survivor benefit.

Normal, Early or Deferred Vested Pension

If you retire with a normal, early retirement or deferred vested pension and die before payments begin, your eligible spouse will receive a reduced 50% Joint and Survivor pension unless you elected another form of payment. (See Forms of Pension Payment, page 11.)

Your spouse will receive payments beginning the later of:

- the month after your death, or
- your Normal Retirement Date, usually age 65.

However, if you have at least 10 years of Eligibility Service, payments can begin as early as the month you would have reached age 55. Payments continue monthly for as long as your spouse lives.

Disability Pension

If you qualify for a disability pension as described on page 8, your full pension will begin immediately. If you die before age 65, your spouse will receive 50% of your monthly benefit for his or her lifetime. If your spouse is more than 10 years younger than you are, the pension amount will be reduced because it is expected that benefits will be paid out over a longer period of time.

Applying for Your Benefits

You or your beneficiaries must apply for your pension benefits with a written application. The Fund Office will help you through the process.

When you want to retire, you must first notify your employer of your intended retirement date. Then, contact the Fund Office to obtain a pension application. The Fund Office will give you information on the different forms of pension payment available to you. (See Forms of Pension Payment, page 11.)

If you are vested and leave Covered Employment for any reason, **be sure to notify the Fund Office.** You will receive information about your benefits, including the amount of your pension and when you are eligible to begin receiving benefits. The Fund Office will remind you when your benefit becomes payable, but only if your address is known. Remember, to receive your benefit you must make a written claim for it.

It is your responsibility to furnish any information needed to approve your application and provide a current mailing address so your benefit checks will reach you. In the event of your death, only your named beneficiary is entitled to receive pension checks. If any person other than your named beneficiary continues to cash your pension checks, the Trustees will sue for recovery.

Ordinarily, your application will be approved (or denied if you are not eligible for benefits) by the end of 90 days (45 days for a disability pension), or sooner. If a longer time is needed, you will get a written notice telling you why, and how much longer. The notice will tell you what information or papers to send if your application cannot be approved until you send such information or papers.

If your application is denied, you will receive written notification referring you to the sections of the legal documents that cover the reasons for the denial. In addition, the notice will tell you what to do if you disagree and would like a review of the decision. You must ask for a review in writing within 60 days (180 days for a disability pension) after your application has been denied.

The decision of a review shall be made promptly; ordinarily not later than 60 days (45 days for a disability pension) after the Plan receives your issues and comments. If special circumstances require an extension of time for processing, a decision will be rendered as soon as possible, but not later than 120 days (90 days for a disability pension) after receipt of a request for review. Written notice of the extension will be furnished to the Applicant before the extension begins.

Changes In Employment That Affect Your Pension

The Plan has various provisions for breaks in your service, work transfers and other matters that you need to know about.

Break in Service

A break in service occurs during a calendar year in which you receive no Credited Service or you work less than 501 hours (including excused absences). Except as provided below, your Eligibility Service and Credited Service earned before your Break in Service will be disregarded. If you leave Employment and are entitled to a pension, you cannot incur a permanent break in service and all of your Eligibility Service and Credited Service will be counted. (Remember that you are entitled to a pension if you leave before August 1, 1988, with at least 10 years of Eligibility Service, or if you leave with at least five years of Eligibility Service on or after August 1, 1988).

If you leave Covered Employment before you are entitled to a pension and are later rehired, your prebreak Eligibility and Credited Service will be restored if you meet any of the following conditions:

- The number of consecutive years of Break in Service was less than the aggregate number of years of prebreak eligible service.
- Your break began after October 1, 1986, and your break is less than five years,
- Your break began after October 1, 1986, due to a maternity or paternity leave and your break is less than six years,
- You earn any Eligibility Service before two years have passed.

Excused Absences

An **excused** absence does not cause a break in service when it is for any of these reasons:

- illness or injury,
- Military service to the extent required by Federal law,
- employment as an employee of the Union's international affiliate,
- employment that normally would be considered Covered Employment, except that it is outside the geographical area covered by the bargaining agreement between employers and Local Union 1, or
- employment with an employer who has a collective bargaining agreement with the Union, but does not require Fund contributions for those employees.

For your absence not to be considered a break in service, you must have earned at least five years of Credited Service or have Credited Service that is at least equal to one-half your period of absence. In addition, you must return to Covered Employment within 90 days after your excused absence ends.

Transfers to or from Covered Employment

If you transfer to or from a position of Covered Employment with the same employer, all your periods of non-Covered Employment will be counted as Eligibility Service. However, you will earn Credited Service only for periods of Covered Employment.

How Reemployment Affects Your Pension

If your pension has started and you return to Covered Employment, your monthly pension payments will continue as long as you work less than 501 hours in a calendar year.

If you work more than 500 hours, you will not receive pension payments for any month in which you work 40 or more hours. Your pension will then be recalculated when you retire. It will be adjusted for any additional service you have earned and for previous pension payments you received (with the exception of disability payments).

Service in the Armed Forces

If you were eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the time you served in the military may count toward your Credited Service. You must be covered by the Plan before and after your military service began to receive credit. To determine if you can receive credit for your military service, send a copy of your DD214 form (available from the Department of Defense) to the Plan Administrator.

Other Important Information

Maximum Pension Benefit

In accordance with governmental regulations, there is a maximum benefit that can be paid by the Plan. It is unlikely that you will be affected, but if that maximum would affect your benefit, you will be given full information.

Assignment of Benefits

The Plan is intended to pay benefits to you or your beneficiaries. Your benefits cannot be garnished for bad debts, used as collateral for loans or be assigned in any other way, except as required under a Qualified Domestic Relations Order. A Qualified Domestic Relations Order is a judgment under state law relating to child support, alimony payments or marital property rights. You may obtain a copy of the procedures governing a Qualified Domestic Relations Order without charge by contacting the Fund Office.

Plan Amendments

The Trustees reserve the right to amend the Pension Plan for any reason, but no amendment will reduce a member's accrued benefit to less than the amount earned up to the date of the amendment.

Plan Termination

The Pension Plan is intended to be permanent but may be discontinued through negotiations between the Union and the employers, or by the Board of Trustees. If the plan terminates, you would stop earning benefits. However, you would become Vested in all benefits you had earned up to the time the Plan ended, regardless of your Eligibility Service or Credited Service.

If the Plan ends, money in the Pension Fund, to the extent possible, would be used in the following order according to the priority required by any applicable law and the provisions stated in the Plan document to:

- pay administrative expenses;
- provide benefits to Retired Participants and other Beneficiaries receiving a pension;
- provide benefits to any individuals under the Plan guaranteed under Title IV of ERISA;
- provide vested benefits; and
- provide all other benefits under the Plan.

No funds can be returned to any Employer except under limited circumstances and when permitted by law. Benefits may be paid as soon as the Plan termination has been approved by government agencies or payment could be deferred to a later time. The Board of Trustees, with government approval if applicable, will determine when benefits are to be paid.

Plan Termination Insurance

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 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 \$5,850. (Fund Office Comment: Please note, your pension plan maximum years of Credited Service is 25.)

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

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Monthly Pension At Age 65

The Pension Plan has been in existence for over thirty years. Past service applies to those few employees who have service prior to 1969 and have not yet accumulated 25 years of credit.

If you fall into this category please contact the Fund Office to help determine your estimated benefit.

Most participants can estimate their monthly pension using the chart below. Remember, reduction factors apply due to early retirement option or form of pension payment selected.

Sample Monthly Benefits

<u>Years of Future Credited Service</u>	<u>As of 7/1/07 Future Service is set at \$29.00 per month per year of service</u>
Less than 5	None
5	\$145.00
6	\$174.00
7	\$203.00
8	\$232.00
9	\$261.00
10	\$290.00
11	\$319.00
12	\$348.00
13	\$377.00
14	\$406.00
15	\$435.00
16	\$464.00
17	\$493.00
18	\$522.00
19	\$551.00
20	\$580.00
21	\$609.00
22	\$638.00
23	\$667.00
24	\$696.00
25 (maximum)	\$725.00

Your Legal Rights

As a participant in the Local 25 S.E.I.U. and Participating Employers Pension Plan, you are entitled to the following rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as applicable to each Plan.

You may read all of the Plan's documents, including the Collective Bargaining Agreement, the complete legal Plan, and the detailed summary plan description and annual financial reports that are filed with the U.S. Department of Labor.

Summaries of the Plan's financial reports will be sent to you each year. You may examine the complete report or any of the other documents without charge at the Local 25 S.E.I.U. Fund Office.

If you would like a copy of any of them for yourself, you may obtain one at reasonable cost by writing the Plan Administrator.

Upon written request to the Plan Administrator no more than once a year, you may obtain without cost a statement telling you

- the amount of your pension at Normal Retirement Age (age 65) if you stop working now, or
- if not yet eligible, how many more years you have to work to qualify for a pension.

If your application for a Plan benefit is denied in whole or in part, you have the right to a written explanation, and, upon request, a review and reconsideration of your denied application.

The people who operate your Plan are called fiduciaries. They must act prudently and in the interests of you and other Plan participants and beneficiaries.

Under ERISA you can take action to enforce your rights. Furthermore, you cannot be fired, nor can your employer, your Union, or any other person discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If you write for documents you are entitled to receive, and the Plan Administrator does not comply within 30 days, you may file suit in a federal court. The court may require the Plan Administrator to provide the requested materials and pay you up to \$110 for each day's delay (increased from time to time to reflect cost-of-living changes), unless the delay was beyond the Administrator's control.

If you file an application for benefits and it is denied, in whole or in part, or ignored, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If you believe a Plan fiduciary has misused the Plan's money, or if you are discriminated against for asserting your ERISA rights, you may file suit in a federal court or seek help from the U.S. Department of Labor.

In the event you file suit and win, the court may order the person you have sued to pay court costs and fees. On the other hand, if you lose, you may have to pay court costs and fees.

If you have questions about the Pension Plan, contact the Fund Office or the Plan Administrator. If you have questions about this statement of rights under ERISA, contact the Department of Labor or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Ave., N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Directory

This Plan Directory gives you some names, addresses, telephone numbers and other data which identifies your Plan and the people who are responsible for its operation.

The formal name of the Plan is:

Local 25 S.E.I.U. & Participating Employers Pension Plan

Plan Administrator and Plan Sponsor

The Board of Trustees
Local 25 S.E.I.U. & Participating Employers Pension Plan
111 East Wacker Drive
17th Floor
Chicago, IL 60601
(312) 233-8800

Contributions and Assets

The Plan receives contributions from employers who have entered into collective bargaining agreements with SEIU Local 1. You may receive from the Plan Administrator, upon written request, information as to whether a particular employer is contributing to the Plan.

The contributions received from the employers are held in trust by the Trustees. Contributions not required immediately for the payment of benefits or operating expenses are invested by the Board of Trustees.

Type of Plan

The Plan is called a defined benefit plan. The purpose of the plan is to provide retirement benefits to participants and their eligible survivors.

Plan Number

001

Employer Identification Number (EIN)

36-6486542

Plan Year

October 1 to September 30

Agent for Service of Legal Process

The agent for service of legal process is Jim McArdle, Fund Manager.

Service of process may also be made on any trustee.

Pension Plan Trustees

For the Union

Thomas Balanoff
Mona Ballenger
Kenneth F. Cliff

Local 1 Service Employees International Union
Building Services Division
111 East Wacker Drive
17th Floor
Chicago, IL 60601

For Participating Employers

H. Michael Kurzman
Robert E. Quast
Frank A. Maxson

c/o Local 25 S.E.I.U. & Participating Employers Pension Trust
111 East Wacker Drive
17th Floor
Chicago, IL 60601

For more information telephone or write:

Local 25 S.E.I.U. & Participating Employers Pension Plan

111 East Wacker Drive
17th Floor
Chicago, IL 60601
Telephone: (312) 233-8877
Fax: (312) 233-8839

Open Monday through Friday

Please call for an appointment between 8:30 a.m. and 5:00 p.m.

NOTES
