SUMMARY
PLAN
DESCRIPTION

For Building Operator Participants in the
Service Employees' International Union
Local 32 BJ, District 36,
Building Operators Pension Plan
As Amended and Restated
Effective January 1, 2014
With Amendments Through November 21, 2019

Table of Contents

INTRODUCTION

This is the Summary Plan Description for participants in the Service Employees' International Union Local 32BJ, District 36, Building Operators Pension Plan (the "Plan"). The Plan was originally established, effective November 1, 1959, as the Building Service Employee's International Union, Local 69 Pension Trust Fund pursuant to resolutions adopted December 29, 1959 by the Board of Trustees of the Building Service Employees' Union, Local 69 Pension Trust Fund and in accordance with an Agreement and Declaration of Trust dated December 6, 1959.

This Summary Plan Description is designed to highlight and summarize the important provisions of the Plan as Amended and Restated Effective January 1, 2014, with Amendments through November 21, 2019, and is not the Plan document pursuant to which the Plan is maintained. *In the event that there are discrepancies between this Summary Plan Description and the Plan document, the Plan document will control.*

BASIC PLAN INFORMATION

Plan Name:	Service Employees' International Union Local 32BJ, District 36, Building Operators Pension Plan
Plan Sponsor:	The Board of Trustees of the Service Employees' International Union Local 32BJ, District 36, Building Operators Pension Plan 1515 Market Street, Suite 1020 Philadelphia, Pennsylvania 19102
Plan Administrator:	The Plan Sponsor
Plan Sponsor's Federal Tax Identification Number:	23-6546776
Plan Number:	001
Plan Year:	January 1 through December 31
Original Plan Effective Date:	November 1, 1959
Agent for Service of Legal Process:	The Board of Trustees of the Service Employees' International Union Local 32BJ, District 36, Building Operators Pension Plan 1515 Market Street, Suite 1020 Philadelphia, Pennsylvania 19102

THE BOARD OF TRUSTEES

I. BASIC PLAN INFORMATION

1. What type of plan is this?

   The Plan is a multi-employer defined benefit pension plan. A multi-employer plan is a plan to which more than one employer contributes, that is maintained pursuant to one or more collective bargaining agreements, and that is sponsored by a Board of Trustees consisting of both employer and union trustees. A defined benefit pension plan is a plan that provides you with a fixed monthly benefit in retirement pursuant to a formula set forth in the written Plan document.

2. Who sponsors the Plan?

   The Plan's Board of Trustees sponsors the Plan. The Board of Trustees delegates many of the Plan's day-to-day administrative tasks to the Plan's Fund Office.

3. How is the Plan funded?

   The Plan is funded entirely through employer contributions. The amount that a contributing employer is required to contribute to the Plan is established by the collective bargaining agreement pursuant to which the contributing employer contributes to the Plan. A multiemployer plan is required to meet certain funding levels determined by actuarial valuations of the plan's assets and liabilities, which may affect how much a contributing employer is required to contribute to a plan.

4. Which employers contribute to the Plan?

   If you would like a list of the employers and employee organizations that contribute to or participate in the Plan, please contact the Fund Office. You also have the right to request copies of the collective bargaining agreements pursuant to which the Plan is maintained.

II. ELIGIBILITY AND PARTICIPATION

5. Who is eligible to participate in the Plan?

   You are eligible to participate in the Plan if you are in "Covered Employment."

6. What is Covered Employment?

   You are in Covered Employment if you are a member of a collective bargaining unit represented by the Service Employees' International Union Local 32BJ, District 36 (the "Union") and are employed by an employer who is required to contribute to the Plan pursuant to a collective bargaining agreement with the Union.

7. When do I become a participant in the Plan?

   You are a participant in the Plan if you were a participant as of December 31, 2013 and you remain in Covered Employment. If you were not already a participant in the Plan as of

December 31, 2013, you will become a participant on the date you enter Covered Employment.

8. When do I cease participation in the Plan?

You cease participating in the Plan upon the earliest of the following:

(i) The date you stop working in Covered Employment;

(ii) The date you forfeit your Credited Service (see Question 19 for more information on forfeiting Credited Service); or

(iii) The date of your death.

If you cease participation in the Plan, you will become a "Former Participant" if you are eligible for, or are receiving, a retirement benefit under the Plan.

In certain limited cases, you will continue to participate in the Plan if you leave Covered Employment, but remain employed by your employer or a different employer that has a collective bargaining agreement with the Union. You will be notified if this situation applies to you.

III. CONTRIBUTIONS TO THE PLAN

9. Who makes contributions to the Plan?

The Plan is funded through employer contributions. Your employer is obligated to make contributions pursuant to the collective bargaining agreement between your employer and your collective bargaining unit.

10. May I make contributions to the Plan?

No, participant contributions of any kind are not permitted to be made to the Plan. This includes "rollover" contributions.

IV. BENEFIT ACCRUALS

11. How do I accrue a benefit under the Plan?

You earn "Credited Service" based on the "Regular Time Hours" (also called "Hours of Service") you earn (see Questions 12 and 13 for more information about Regular Time Hours). Your benefit will be based on your "Credited Service" multiplied by a monthly benefit amount.

12. How do I earn Regular Time Hours?

You earn a Regular Time Hour for each Hour of Service you earn, but you may not earn more than forty (40) Regular Time Hours per week. You earn an Hour of Service for each hour for which you are paid, or are entitled to be paid, for performing duties while in

Covered Employment with an employer (see Question 6 for more information on Covered Employment). You also may earn up to 375 Hours of Service for each hour that you are paid, or are entitled to be paid, for any single continuous period during which you perform no duties while in Covered Employment due to the following:

(i) Vacation;

(ii) Holiday;

(iii) Illness;

(iv) Incapacity (including disability);

(v) Layoff;

(vi) Jury duty;

(vii) Military duty; or

(viii) Leave of absence.

13. How much Credited Service do I earn for Regular Time Hours?

Your Credited Service equals the sum of the following:

(i) The Credited Service you had on October 31, 1976, if any;

(ii) The Credited Service you earn, if any, during each Plan Year on or after November 1, 1976 (except for the period beginning November 1, 1997 and ending December 31, 1998) based on the following table:

Regular Time Hours in Covered Employment in the Plan Year	Credited Service in the Plan Year
Less than 135	0
135 - 269	0.1
270 - 404	0.2
405 - 674	0.3
675 - 809	0.4
810 - 944	0.5
945 - 1,214	0.6
1,215 - 1,349	0.7
1,350 - 1,619	0.8
1,620 - 1,799	0.9
1,800 or More	1.0

(iii) The Credited Service you earned, if any, during the period beginning November 1, 1997 and ending December 31, 1998 based on the following table:

Regular Time Hours In Covered Employment in the Plan Year	Credited Service in the Plan Year
Less than 135	0
135 - 269	0.1
270 - 404	0.2
405 - 674	0.3
675 - 809	0.4
810 - 944	0.5
945 - 1,214	0.6
1,215 - 1,349	0.7
1,350 - 1,619	0.8
1,620 - 1,799	0.9
1,800 - 1934	1.0
1,935 - 2,069	1.1
2,070 or More	1.2

14. What happens to my Credited Service if I terminate employment?

You will cease accruing Credited Service if you leave Covered Employment. If you leave Covered Employment, you may forfeit your Credited Service if you incur five (5) or more consecutive one-year Breaks in Service and you are not vested in your benefit (see Questions 19 and 20 for more information on Breaks in Service).

V. VESTING

15. What does it mean to vest in my benefits, and when do I vest?

When you vest in your benefits, they become nonforfeitable. After you complete five (5) "Years of Service," you will become 100% vested in your benefits (see Question 17 for more information on Years of Service). If you have fewer than five (5) Years of Service, you may forfeit your benefits if you incur five (5) or more consecutive Breaks in Service (see Section VI for more information on Breaks in Service).

16. How do I earn Years of Service?

You earn a Year of Service for each year during which you are credited with at least 750 Regular Time Hours (see Questions 12 and 13 for more information about Regular Time Hours). If you are credited with fewer than 750 Regular Time Hours, you shall receive a proportionate credit for Service based on the Regular Times Hours completed during the Plan Year.

17. Do my Years of Service affect which types of benefits I am eligible to receive?

Yes. To be eligible to receive certain types of benefits under the Plan, you must earn a certain number of Years of Service. Please see Sections VIII and IX in this SPD for a description of the different types of benefits and the service requirements for becoming eligible for them.

18. If I work for several employers and some of them do not contribute to the Plan, does my work for them count under the Plan?

You may earn "Related Plan Vesting Service" for Service you accumulate under a "Related Plan," which is a plan that has a reciprocal agreement with the Plan to recognize service for vesting purposes for employees who otherwise would not be vested for pension benefits because the employee's Covered Employment is divided among various employers who have collective bargaining agreements with the Union.

VI. BREAKS IN SERVICE AND BENEFIT FORFEITURE

19. Can I lose or forfeit my Credited Service or my accrued benefits?

Yes, in certain circumstances. If you complete fewer than five (5) Years of Service and you incur five (5) or more consecutive one-year Breaks in Service, you will forfeit (lose) all of your Credited Service and your "Accrued Monthly Pension" (see Question 21 for more information on your Accrued Monthly Pension).

20. What is a Break in Service?

You will have a one-year Break in Service if you fail to complete 375 Regular Time Hours during a Plan Year (see Questions 12 and 13 for more information about Regular Time Hours). You will not accrue a benefit during a Break in Service.

For Break in Service purposes, you will be deemed to still be in Covered Employment and will not incur a Break in Service while any of the following apply to you:

(i) You are absent from work due to temporary layoff;

(ii) You are absent from work due to disability;

(iii) You involuntarily lose your job but find employment in another building that does not participate in the Plan but has a collective bargaining agreement with the Union, but is not participating in the Plan;

(iv) You are on an approved leave of absence;

(v) You are a full-time employee of the Union and are scheduled to complete or you do complete 1,000 Hours of Service with the Union during the 12-month period beginning on the date you commence employment or in the

Plan Year that begins on the January 1st next following your employment commencement date; or

(vi) You are absent from work due to (i) your or your spouse's pregnancy, (ii) the birth or adoption of your child, or (iii) the care for your child following its birth or adoption.

VII. CALCULATING YOUR BENEFIT

21. How is my benefit calculated?

To determine your "Accrued Monthly Pension," your Credited Service is multiplied by the applicable accrual amount described below for the period during which you earned your Credited Service (see Question 13 for more information on Credited Service). If you are an employee of a contributing employer engaged in Covered Employment and a participant in the Plan on or after January 1, 2008, your Accrued Monthly Pension is the sum of the following:

(i) For the period prior to October 31, 1976, your Credited Service for that period multiplied by $24.00 ($18.00 if you were a "less than 40 hour employee" during the period prior to October 31, 1976);

(ii) For the period beginning November 1, 1976 and ending December 31, 1999, your Credited Service for that period multiplied by $24.00;

(iii) For the period beginning January 1, 2000 and ending December 31, 2001, your Credited Service for that period multiplied by $21.36;

(iv) For the period beginning January 1, 2002 and ending December 31, 2002, your Credited Service for that period multiplied by $26.40;

(v) For the period beginning January 1, 2003 and ending December 31, 2019, your Credited Service for that period multiplied by $28.80;

(vi) For the period beginning January 1, 2020 and ending with the date your benefit is determined, your Credited Service for that period multiplied by $33.12;

(vii) $36.00.

22. How do I calculate my benefit if I ceased to be a participant in the Plan prior to January 1, 2008?

If you ceased to be a participant prior to January 1, 2008, contact the Fund office for an explanation describing the accrual schedule and calculation of your Accrued Monthly Pension. The Fund Office may be reached at 215-568-3262 ext. 1400, or toll free at 1-800-338-9025.

VIII. RETIREMENT BENEFITS

23. When do I become eligible to receive a normal retirement pension benefit?

You are eligible for a normal retirement pension if you terminate employment on or after the date you attain your "Normal Retirement Age." If you are eligible for a normal retirement pension, your normal retirement pension will begin on the first day of the month following the date you terminate employment.

With respect to Credited Service earned prior to January 1, 2015, your Normal Retirement Age is the earliest of the following:

(i) the date on which you have completed thirty (30) Years of Service,

(ii) the date on which you have both attained age 65 and completed five (5) Years of Service; or

(iii) the date on which you have both attained age sixty-five (65) and reached the fifth (5^{th}) anniversary of the date you commenced participation in the Plan.

With respect to Credited Service earned on or after January 1, 2015, your Normal Retirement Age is the earlier of the following:

(i) the date on which you have both attained age 65 and completed five (5) Years of Service; or

(ii) the date on which you have both attained age sixty-five (65) and reached the fifth (5^{th}) anniversary of the date you commenced participation in the Plan.

See Question 16 for more information on Years of Service.

24. When do I become eligible to receive an early retirement pension benefit?

You are eligible for an early retirement pension if you terminate service (other than by reason of death) after you have attained age sixty-two (62) and completed five (5) Years of Service.

If you are eligible for an early retirement pension, your early retirement pension will begin on the first day of the month following the date you satisfy the requirements for an early retirement pension. You may also elect to defer receipt of your early retirement pension to the first day of any later month up to the first day of the month following your sixty-fifth (65^{th}) birthday.

If you elect to begin receiving an early retirement pension prior to your sixty-fifth (65^{th}) birthday, your Accrued Monthly Pension will be reduced by one-half of one-percent (0.5%) for each month in the period beginning with the date your benefit commences and ending on the first day of the month following your sixty-fifth (65^{th}) birthday.

Additionally, with respect to the portion of your Accrued Monthly Pension that is attributable to your Credited Service earned on and after January 1, 2015, you are eligible for an unreduced early retirement pension beginning on the first day of the month following your termination of employment if you terminate service (other than by reason of death) prior to Normal Retirement Age and have completed thirty (30) Years of Service.

25. When do I become eligible for a deferred vested pension benefit?

You are eligible for a deferred vested pension if you terminate employment (other than by reason of death) and have completed five (5) Years of Service but are not eligible for a normal, early, or disability retirement pension benefit.

If you are entitled to a deferred vested pension, your deferred vested pension will commence on the first day of the month following your sixty-fifth (65^{th}) birthday. You may also elect to begin receiving your deferred vested pension after attaining your sixty-second (62^{nd}) birthday.

If you elect to begin receiving a deferred vested pension prior to your sixty-fifth (65^{th}) birthday, your Accrued Monthly Pension will be reduced by one-half of one-percent (.5%) for each month in the period beginning with the date your benefit commences and ending on the first day of the month following your sixty-fifth (65^{th}) birthday.

26. May I defer receiving my benefits indefinitely?

No. Payment of your vested pension benefits will begin no later than the sixtieth (60^{th}) day after the close of the plan year in which the latest of the following occurs:

(i) The date you attain your Normal Retirement Age (as described in Question 23);

(ii) The fifth (5^{th}) anniversary of the date you commenced participation in the Plan; and

(iii) The date on which you terminate employment.

Note that if you continue to work in Covered Employment past your Normal Retirement Age, the Fund will not adjust your benefit to reflect late commencement.

27. How will my benefits be paid if I am not married?

If you are not married, your Accrued Monthly Pension will be paid as a straight life annuity (see Question 21 for more information about your Accrued Monthly Pension). A straight life annuity is a monthly benefit payable for your life only.

28. How will my benefits be paid if I am married?

If you are married, your Accrued Monthly Pension will be paid in the form of a qualified joint and survivor annuity (see Question 21 for more information about your Accrued

Monthly Pension). A qualified joint and survivor annuity is an annuity for your life, with your surviving spouse receiving an annuity equal to 50% of the benefit paid during the joint lives of you and your spouse, and which is actuarially equivalent to your Accrued Monthly Pension payable in the form of a straight life annuity at your Normal Retirement Age (see Question 23 for more information about your Normal Retirement Age). The qualified joint and survivor annuity is calculated by multiplying your Accrued Monthly Pension by a factor that takes into account the life expectancies of both you and your spouse.

29. Are there any optional forms of benefits under the Plan?

If you are not married, your benefits will be paid as provided in Question 27.

If you are married, however, you may elect to receive a qualified optional survivor annuity. A qualified optional survivor annuity is an annuity for your life, with your surviving spouse receiving an annuity equal to 75% of the benefit paid during the joint lives of you and your spouse, and which is actuarially equivalent to your Accrued Monthly Pension payable in the form of a straight life annuity at your Normal Retirement Age (see Question 21 for more information about your Accrued Monthly Pension and Question 23 for more information about your Normal Retirement Age).

If you are married you may also elect, with your spouse's consent, to receive a pension in the same amount and providing the same benefits to your beneficiary as you would receive if you did not have a spouse at the time your pension commences (as provided in Question 27).

30. If I have a small benefit, will I still receive an annuity?

If the actuarial equivalent present value of your Accrued Monthly Pension is $1,000 or less as of the date your benefits are to commence, your benefit will be paid in a single lump sum.

If your monthly retirement benefit is less than $10.00 per month, the trustees of the Plan may make arrangements for less frequent payments of larger amounts.

IX. DISABILITY PENSION BENEFITS

31. Does the Plan have a disability retirement benefit and how do I become eligible for a disability retirement benefit?

If you terminate employment prior to your Normal Retirement Age by reason of disability and have completed five (5) Years of Service, you will be eligible to receive a disability retirement pension.

32. What does it mean to terminate employment due to disability?

You will be deemed to terminate employment due to disability if the Board of Trustees determines (1) on the basis of medical evidence that the you have been totally disabled by bodily injury or disease for a period of no less than six (6) months, (2) that such disability has prevented you from engaging in any further employment; (3) on the basis of medical evidence that your disability will be permanent and continuous during the remainder of your life; and (4) that you are unable to engage in or secure any other occupation or employment except for an activity that the Board of Trustees, in its sole discretion, approves.

The Board of Trustees may require you to submit to an examination by a competent physician, or physicians, selected by the Board of Trustees. If the Board of Trustees determines that you are disabled, it may require you to be re-examined not more frequently than semi-annually, to determine whether you continue to be disabled.

33. When do disability retirement benefits begin?

If you apply to the Board of Trustees for a disability retirement pension and the Board of Trustees determines that you are eligible to receive a disability retirement pension pursuant to the provisions of the Plan, your disability retirement pension will begin on the first day of the month following the date the impairment causing your disability has continued for a period of six (6) consecutive months. You will not be entitled to payments for any period prior to the date that your disability retirement pension commences. Pursuant to the provisions of the Plan, if you became disabled prior to January 1, 2010, you will receive a lump sum payment equal to the amount of disability retirement pension payments that you could have received during the period beginning on the earlier of (i) the first day of the month after your disability has continued for a period of six (6) consecutive months, or (ii) the "date of entitlement" set forth in your Federal Social Security award if you have been awarded a disability retirement pension under the Federal Social Security Act, and ending on the date you begin receiving monthly disability retirement pension payments under the Plan.

For all disabilities that occur on or after January 1, 2018, no Participant shall be entitled to disability retirement pension for any period prior to the date that the Participant applied for or otherwise notified the Fund of his or her intent to apply for such benefit. Where a participant is awarded a disability retirement benefit under the Federal Social Security Act, the Fund will provide benefits as of the later of (1) the "date of entitlement"; or (2) the date that the Participant applied for or otherwise notified the Fund of his or her intent to apply for such a benefit.

X. DEATH BENEFITS

34. Does the Plan have death benefits?

Yes, the Plan has a pre-retirement surviving spouse annuity benefit, a pre-retirement death benefit payable to your non-spouse beneficiary, a single sum post-retirement death benefit and a "pop-up" death benefit.

35. How does my spouse become eligible to receive a pre-retirement surviving spouse annuity benefit?

Your spouse is eligible to receive a pre-retirement surviving spouse annuity benefit if you have a spouse and you either die while in Covered Employment on or after the date you complete five (5) Years of Service or are a former participant who is entitled to a deferred vested pension and die prior to the time your deferred vested pension begins.

If your spouse is eligible to receive a pre-retirement surviving spouse annuity benefit, the pre-retirement surviving spouse annuity benefit will begin on the first day of the month following the later of your date of death or the date you would have attained sixty-two (62).

The amount of your spouse's pre-retirement surviving spouse annuity benefit is equal to the fifty-percent (50%) surviving spouse annuity of a qualified joint and survivor annuity (see Question 28 for more information about the qualified joint and survivor annuity). That amount will be reduced by one-half of one-percent (0.5%) for each month in the period beginning with the date the pre-retirement spouse annuity benefit commences and ending with the last day of the month in which you would have attained age sixty-five (65) had you not died. If you have completed thirty (30) Years Service as of the date of your death, there is no reduction to the pre-retirement surviving spouse annuity.

Once you begin receiving a normal retirement pension, early retirement pension or disability retirement pension, your spouse will not be eligible to receive the pre-retirement surviving spouse annuity benefit when you die, even if your benefit payments are suspended at the time of your death because you returned to Covered Employment after your benefit payments had begun (see Question 40 for more information about suspension of benefit payments). Instead, in such circumstances your spouse will be eligible to receive the single sum post-retirement death benefit if you have designated your spouse as your beneficiary for purposes of the single sum post-retirement death benefit (see Questions 37 and 38 for more information about the single sum post-retirement death benefit and designating a beneficiary).

As described in Questions 28 and 29, if you are married, your normal retirement pension, early retirement pension or disability retirement pension generally will be paid in the form of a qualified joint and survivor annuity. The qualified joint and survivor annuity is different than the pre-retirement surviving spouse annuity benefit and the single sum post-retirement death benefit. If you elect to receive a qualified joint and survivor annuity and your benefit payments are suspended at the time of your death because you returned to Covered Employment after your benefit payments had begun, your surviving spouse, if any, will receive the survivor annuity under the qualified joint and survivor annuity regardless of whether you have designated your spouse as your beneficiary for purposes of the pre-retirement surviving spouse annuity benefit or the single sum post-retirement death benefit.

36. How does my non-spouse beneficiary become eligible to receive a pre-retirement death benefit?

If you die while in Covered Employment, have completed five (5) Years of Service, and do not have a surviving spouse who is eligible to receive a pre-retirement surviving spouse annuity benefit (as described in Question 35), your non-spouse beneficiary shall receive a pre-retirement death benefit. If you do not designate a non-spouse beneficiary to receive the pre-retirement death benefit, it will be paid to one of the following in order of preference under the Plan:

(i) Your children;

(ii) Your parents;

(iii) Your brothers and sisters;

(iv) Your estate.

If your non-spouse beneficiary is eligible to receive the pre-retirement death benefit, sixty (60) monthly payments equal to your Accrued Monthly Pension will be made to your non-spouse beneficiary beginning on the first day of the month following your death (see Question 21 for more information about your Accrued Monthly Pension).

Once you begin receiving a normal retirement pension, early retirement pension or disability retirement pension, your non-spouse beneficiary will not be eligible to receive the pre-retirement death benefit when you die, even if your benefit payments are suspended at the time of your death because you returned to Covered Employment after your benefit payments had begun (see Question 40 for more information about suspension of benefit payments). Instead, your non-spouse beneficiary will be eligible to receive the single sum post-retirement death benefit if you have designated your non-spouse beneficiary as the beneficiary for purposes of the single sum post-retirement death benefit (see Questions 37 and 38 for more information about the single sum post-retirement death benefit and designating a beneficiary).

37. How does my beneficiary become eligible to receive a single sum post-retirement death benefit?

Your beneficiary, which may be your spouse or a non-spouse beneficiary (see Question 38 for more information about designating a beneficiary), is eligible to receive a single sum post-retirement death benefit if you die after you begin receiving a normal retirement pension, early retirement pension or disability retirement pension. The single sum post-retirement death benefit is equal to the greater of (i) $1,000, or (ii) the monthly pension you are receiving at the time of your death, multiplied by the difference of sixty (60) and the number of monthly payments you receive prior to your death.

If your benefit payments are suspended at the time of your death because you returned to Covered Employment after your benefit payments had begun (see Question 40 for more information about suspension of benefit payments), your beneficiary will be eligible to receive the single sum post-retirement death benefit.

38. How do I designate a beneficiary for the single sum post-retirement death benefit?

For purposes of the single sum post-retirement death benefit, your spouse is your default designated beneficiary if you are married, but you are permitted to designate a different beneficiary by submitting a beneficiary designation form to the Board of Trustees. If you have not designated a beneficiary or if your beneficiary designation is not effective for any reason at the time of your death (for example, your designated beneficiary pre-deceases you), your spouse will be your beneficiary or, if you are not married, your benefits will be paid to one of the following classes of beneficiary, in order of preference under the Plan:

(i) Your children;

(ii) Your parents;

(iii) Your brothers and sisters;

(iv) Your estate.

39. How do I become eligible for a "pop-up" death benefit?

You are eligible for a "pop-up" death benefit if you retire on or after November 1, 1991 or if your benefits commence after you attain age 70 ½ while you are still in Covered Employment, your monthly pension is in the form of a qualified joint and survivor annuity and your spouse predeceases you.

If you are eligible for a "pop-up" death benefit, the amount of your monthly pension will be recalculated beginning with the next monthly payment after your spouse dies to be equal to the amount your payment would have been had you elected a single life annuity instead of a joint and survivor annuity.

XI. SUSPENSION AND NONDUPLICATION OF BENEFITS

40. Once my benefit payments begin, can I lose them or can they be suspended?

You will never forfeit (lose) your Accrued Monthly Pension once you have completed five (5) Years of Service or become eligible to receive a benefit (see Sections VI, VIII and IX for more information about vesting in your Accrued Monthly Pension and becoming eligible to receive benefits). Your benefit payments, however, will be suspended for any calendar month during which you complete forty (40) or more Hours of Service in:

(i) The building maintenance and service industry; and

(ii) An occupation in which you were employed at any time under the Plan; and

(iii) The geographic area covered by the Plan at the time payment of benefits commenced.

You will receive a notice that your benefit payments will be suspended. If your benefits become suspended, they will resume no later than the first day of the third month after the calendar month in which you cease to be subject to the suspension of benefit payments.

41. If I am receiving loss of time accident and sickness benefits or am receiving a retirement benefit from an employer in the same industry, will my benefit be affected?

    Yes. Generally, you will not receive retirement benefits under the Plan during any period that you are receiving loss of time accident or sickness benefits provided by your employer.

42. Will my Social Security benefits affect my benefits under the Plan?

    No, the amount of your Social Security benefits will not affect your benefits provided under the Plan.

43. May I defer my commencement of distribution while I continue to work?

    You may defer commencement of distribution while you continue to work, but if you defer commencement past your Normal Retirement Age, the Fund will not adjust your benefit to reflect late commencement.

XII. PLAN ADMINISTRATION

44. Who administers the Plan?

    The Plan is administered by the Board of Trustees, which is comprised of three Trustees who are chosen by the Employers and three Trustees who are chosen by the Union. The Board of Trustees' contact and other information can be found in the introduction to this Summary Plan Description.

45. Is anybody else responsible for the administration of the Plan?

    Yes. Although the Board of Trustees has the ultimate authority to administer the Plan, the Board of Trustees has delegated many of the daily administrative tasks to the Fund Office.

    All Plan records are maintained at the Fund Office, which is located at 1515 Market Street, Suite 1020, Philadelphia, Pennsylvania 19102, Telephone No. (215) 568-3262. If you have a question regarding the Plan, you should contact the Fund Office.

46. Who is the Plan's agent for service of legal process?

    Each Trustee is an agent for service of legal process and the address at which process may be served on any Trustee is 1515 Market Street, Suite 1020, Philadelphia, Pennsylvania 19102.

XIII. APPLICATION FOR BENEFITS AND BENEFIT CLAIMS

47. How do I begin receiving my benefits?

    Your benefits will not commence until the first day of the month following the month in which you submit a proper written application for benefits to the Board of Trustees. The Board of Trustees will prescribe and provide the documentation that you must submit to begin receiving your benefits. You must contact the Fund Office to request the appropriate documents. Your application for benefits must be submitted to the Board of Trustees, in care of the Fund Office.

48. Is there a process for filing a claim for benefits?

Yes. Under the Plan, you, your Beneficiary, or his/her authorized representative (the "Claimant") must follow the administrative procedures for filing a claim for benefits. A claim for benefits must be in writing and will be reviewed by the Trustees in accordance with the procedures established for review.

The Trustees will provide the Claimant with a written or electronic notice of the decision with respect to the claim for benefits within thirty (30) days from the date on which the Trustees received the claim. If special circumstances require an extension of time for processing the claim, the Claimant will receive written or electronic notice of the extension before the initial thirty (30) day period expires and the notice will state the reason for the extension of time, and the date the final decision is expected.

49. If my application for benefits is denied, is there an appeals process?

Yes. If the Claimant's claim is denied, the written or electronic notice of the denial will include:

(i) The specific reason(s) for the denial,

(ii) References to the Plan provision(s) upon which the denial is based,

(iii) A description of any additional information or material necessary to perfect the claim and an explanation of why such material or information is needed.

(iv) An explanation of the Plan's appeals procedures, and

(v) A statement of the Claimant's right to bring a civil action under Section 502(a) of Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), if his or her claim is denied upon appeal.

The Claimant must follow and first exhaust the administrative procedures set forth by the Plan before seeking any other form of relief. If the Claimant disagrees with the decision, the Claimant has sixty (60) days from the date on which the Claimant received notice of the claim denial to file a written appeal with the Trustees. The Claimant's appeal may include written comments, documents, records and other information relating to his/her claim. The Claimant may review all pertinent documents and upon request, will have access to or be provided free of charge, copies of documents, records, and other information relevant to the claim.

The Trustees will fully and fairly review the appeal, taking into account all claim related comments, documents, records, and other information submitted by the Claimant regardless if the information was submitted as part of the initial claim or considered under the initial determination or review of the initial determination.

The Trustees will review the Claimant's appeal at their quarterly meeting immediately following receipt of the Claimant's appeal, unless the Trustees received the appeal within thirty (30) days of the date of the meeting. In that case, the Claimant's appeal would be reviewed by the second quarterly meeting following receipt of the appeal. The Claimant may wish to contact the Plan concerning the date of the next meeting, so that he/she may submit his/her appeal in time to be heard at that meeting. If special circumstances require an extension of time for reviewing the Claimant's claim, he/she will be notified in writing of the need for the extension. The notice will be provided prior to the commencement of the extension, describe the special circumstances requiring the extension, and set forth the date the Trustees will decide the Claimant's appeal.

If the appeal is denied, the written or electronic notice will include:

(i) The specific reasons for the denial,

(ii) References to the Plan provision(s) upon which the denial is based,

(iii) A statement informing the Claimant's right to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relating to the claim for benefits.

(iv) A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA.

50. What if my claim for benefits involves a disability determination?

If a claim for benefits involves a disability determination and it is denied, the Plan will provide the Claimant written or electronic notice in a culturally and linguistically appropriate manner of the adverse benefit determination within thirty (30) days containing the following:

(i) Specific reason(s) for the denial,

(ii) Reference to the specific plan provision(s) on which the determination is based,

(iii) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary,

(iv) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

(v) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(1) following an adverse benefit determination on review.

The Claimant will have a reasonable opportunity to appeal an adverse benefit determination to the Trustees under which there will be a full and fair review of the claim and adverse benefit determination. The Claimant will be provided one hundred eighty (180) days following receipt of a notification of an adverse benefit determination within which to appeal the determination.

The Trustees will review the Claimant's appeal at their quarterly meeting immediately following receipt of the Claimant's appeal, unless the Trustees received the appeal within thirty (30) days of the date of the meeting. In that case, the Claimant's appeal would be reviewed by the second quarterly meeting following receipt of the appeal. The Claimant may wish to contact the Plan concerning the date of the next meeting, so that he/she may submit his/her appeal in time to be heard at that meeting. If special circumstances require an extension of time for reviewing the Claimant's claim, he/she will be notified in writing of the need for the extension. The notice will be provided prior to the commencement of the extension, describe the special circumstances requiring the extension, and set forth the date the Trustees will decide the Claimant's appeal.

51. May I assign my benefits?

Generally, your benefits may not be assigned. Your benefits, however, may be subject to claims under a Qualified Domestic Relations Order (QDRO) or other order issued by a court. Such orders could require the Plan, for example, to pay a portion of your benefits for child support or alimony, or the payment of a criminal fine. You can request from the Fund Office a copy, without charge, of the Plan's procedures governing the determination of the QDRO.

XIV. PLAN AMENDMENT AND TERMINATION

52. May the Plan be amended?

Yes, the Plan may be amended from time to time by unanimous consent of the Board of Trustees. Any amendments to the Plan cannot deprive you or your beneficiary of any vested rights you have to your Accrued Monthly Pension.

53. May the Plan be terminated?

The Board of Trustees may terminate the Plan by unanimous consent. The Plan may be partially terminated by discontinuing the participation of specified groups of employees or it may be terminated in full. If your participation in the Plan is affected by the Plan's full or partial termination, you may become one-hundred percent (100%) vested in your Accrued Monthly Pension to the extent that your Accrued Monthly Pension is funded as of the termination date. The Board of Trustees, in their discretion, may arrange for the purchase of annuity contracts to fund participants' benefits upon the Plan's termination.

XV. ERISA RIGHTS AND PBGC GUARANTEED BENEFITS

54. What are my rights under the Employee Retirement Income Security Act of 1974?

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to:

(i) Examine, without charge, at the Fund Office, all Plan documents, including insurance contracts and copies of all documents, filed by the Plan with U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

(ii) Obtain copies of all Plan documents, and other Plan information upon written request to the Board of Trustees. The Board of Trustees may make a reasonable charge for the copies.

(iii) Receive an annual funding notice of the Plan's funded percentage.

(iv) Obtain a statement telling you whether you have a right to receive a benefit at age 65 and if so, what your benefits would be at such date if you stopped working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get such a right. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for participants, ERISA imposes duties upon the individuals who are responsible for the operation of the Plan. These individuals, called "fiduciaries" of the Plan, have a duty to act prudently in your interest and that of the other participants and beneficiaries. No one, including your Employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Board of Trustees review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. The following examples will show you action that you may take.

(i) First, if you request materials 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 Board of Trustees to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees.

(ii) Second, 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.

(iii) Third, if it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who would pay court 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.

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about your rights under ERISA, you should contact the nearest Regional or District Office of the U.S. Department of Labor, Employee Benefits Security Administration ("EBSA"). Addresses and phone numbers of Regional or District EBSA Offices are available on the EBSA website at www.dol.gov/ebsa.

55. Are my benefits guaranteed by the Pension Benefit Guaranty Corporation?

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 $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 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, D.C. 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.

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