SEIU National Industry Pension Fund

Summary Plan Description

For additional information and assistance, contact the SEIU Benefit Funds office.

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Introduction

The National Industry Pension Fund ("NIPF," "Pension Plan," "Plan" or "Fund") is designed to work with your Social Security benefits, your personal savings and investments to provide you with income when you retire. The Plan is provided at no cost to you – it is funded by employer contributions.

This Pension Plan is a "defined benefit" ***Retirement*** plan. This means that the amount of your pension benefit is generally based on the number of years you work for an employer who contributes to the Plan and the amount your employer contributes to the Plan on your behalf.

The Plan must manage the investment of contributions prudently on behalf of all Participants and beneficiaries. The Plan must maintain the level of your ***Retirement*** benefit that you have earned to date and that is payable at ***Normal Retirement Age***. This means, for example, that the benefits you have earned in this Pension Plan generally have greater protections than ***Retirement*** savings have in a 401(k) plan. In a 401(k) plan, you bear the risk of investment decisions and, if investment markets perform poorly, the value of your benefit can drop close to, and even after, ***Retirement***.

This Summary Plan Description (SPD) gives you a summary of your Pension Plan as of January 1, 2014. It describes the rules in effect for persons who have a pension Effective Date on or after January 1, 2014. The rules for persons who retired before January 1, 2014 may differ from those described in this summary.

Note on Plan Changes Effective January 1, 2010

The Pension Protection Act of 2006 ("PPA") added requirements for measuring the financial health of multiemployer plans such as ours. Starting with the 2008 plan year, the PPA requires that a pension fund's actuary annually determine the fund's status under these new rules and certify that status to the IRS and to the Trustees. If the actuary determines that the fund is in "endangered" status (known as the "yellow zone") or "critical" status (known as the "red zone"), the Trustees must notify all plan participants and the bargaining parties, and take corrective action to restore the financial health of the plan.

In March, 2009, the Pension Plan's actuary certified that the SEIU National Industry Pension Fund was in critical status (the red zone), and a notice to that effect was sent to Plan Participants. As required under the PPA, the Trustees adopted a Rehabilitation Plan in November, 2009. A Rehabilitation Plan is an action plan designed to restore the Pension Plan to financial health, and can include provisions for changes in contribution rates and benefits payable under the Plan. The Plan must maintain the level of your ***Retirement*** benefit that you have earned to date and that is payable at ***Normal Retirement Age***.

This SPD includes the changes adopted by the Trustees in the Rehabilitation Plan. It describes the rules in effect for persons who work on or after January 1, 2010, or who have a pension Effective Date on or after January 1, 2010. Please note, however, that if you retired from active service to begin your pension in January, February or March 2010, your benefit for service prior to 2010 is calculated under the rules in effect at the end of 2009. Contact the SEIU Benefit Funds office for more information. For this purpose, "active service" means you had at least 350 hours of service in 2009, or if you were a Seasonal Employee, at least 120 hours.

Groups whose contracts expired on or before January 1, 2010 and who had not yet renewed their contracts by the time the schedules were distributed were allowed to elect a Transition Schedule for up to a three-year period. The benefits in the Transition Schedule are the same as in the *Preferred Schedule*.

The Rehabilitation Plan calls for contributing employers to make Supplemental Contributions to the Pension Plan to protect your benefits and strengthen the Plan. These Supplemental Contributions do not apply toward the calculation of your benefit. The Trustees have adopted two schedules of Supplemental Contributions that bargaining parties may adopt. If the ***Preferred Schedule*** is adopted, it maintains the benefits described in this SPD. If the ***Default Schedule*** is adopted, the benefit accrual rate drops to 1% of contributions on contributions made for work under the ***Default Schedule***, and disability benefits are not subsidized. Details are provided in the "***Retirement*** Benefits" section of this SPD.

If your bargaining group does not adopt one of the Trustees' schedules and does not provide the collective bargaining agreement to the SEIU Benefit Funds office within 180 days of the termination of the last agreement, the National Industry Pension Fund Trustees must impose the ***Default Schedule*** on the employer and Participants.

Each year, the Trustees must review the Plan's progress under the Rehabilitation Plan. In determining whether any additional changes to contributions or benefits are warranted, the Trustees are obligated to maintain the level of your ***Retirement*** benefit that you have earned to date and that is payable at ***Normal Retirement Age***.

We have made every effort to include important details about the Plan in this SPD. The Pension Plan Document, which lists the complete text of the Plan and governs your rights under the Plan, is available at the SEIU Benefit Funds office.

We encourage you to read this Summary Plan Description carefully and share it with your spouse, ***Spousal Equivalent*** or beneficiary. It's important that you, your spouse, ***Spousal Equivalent*** or beneficiary understand how the Plan works. On page 1 is a list of important terms, including brief descriptions of those terms, used in the SPD; wherever those terms are used in this SPD, they will be shown in ***Red Bold Italics***. If you have questions about the Plan, call the SEIU Benefit Funds office toll-free at (800) 458-1010.

This Summary Plan Description summarizes important features of the Plan. If there are any differences between the Summary Plan Description and the Pension Plan Document, the Pension Plan Document will control. Please note that interpretations regarding participation in the Plan, eligibility for benefits, the status of any employers and employees, or any other matters relating to the Pension Plan should only be obtained from the Board of Trustees through the SEIU Benefit Funds office. The Board is not obligated by, responsible for or bound by opinions, information or representations from other sources, including individual Trustees.

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Terms You Should Know

The following are important terms used in this Summary Plan Description. Each term is described briefly, with page references, if applicable, to the section of this Summary Plan Description where more detailed information is provided.

50% Spousal Pension. This pension provides you with a reduced monthly lifetime benefit and, upon your death, your spouse receives 50% of the benefit you were receiving for the rest of his or her life. (See page 31.)

50% Joint and Survivor Pension. This pension provides you a reduced monthly lifetime benefit for you and, upon your death, your beneficiary receives 50% of the benefit you were receiving for the rest of his or her life. (See page 35.)

75% Spousal Pension. This pension provides you with a reduced monthly lifetime benefit and, upon your death, your spouse or ***Spousal Equivalent*** receives 75% of the benefit you were receiving for the rest of his or her life. (See page 32.)

100% Spousal Pension. This pension provides you with a reduced monthly lifetime benefit and, upon your death, your spouse or ***Spousal Equivalent*** receives 100% of the benefit you were receiving for the rest of his or her life. (See page 34.)

36-Month Average Contribution Rate. This rate is used in the calculation of your benefit under the Benefit Table Formula. This is generally the sum of employer contributions for the last 36 consecutive months, ending with the last month worked, divided by the number of hours worked during the same period. (See page 25.)

1,800-Hour Average Contribution Rate. This rate is used in the calculation of your benefit under the Benefit Table Formula. In general, it is the average rate of employer contributions for your last 1,800 hours of work (600 hours for Seasonal Employees) through December 31, 2004. (See page 25.)

Applicable Average Contribution Rate. This rate is the average contribution rate for determining the benefit amount under the Benefit Table Formula for a period of ***Future Service*** and ***Past Service Pension Credit***. This rate may vary for different periods of service depending on your contribution history and, for ***Past Service***, when your group joined the Plan. (See page 25.)

Break-in-Service/One-Year Break-in-Service. This phrase refers to an interruption in continuous service under the Plan because you have worked insufficient hours in a calendar year. (See page 12.)

Covered Employment. This phrase means work for which the employer is required to make contributions to the Plan according to your Collective Bargaining Agreement (CBA).

Default Schedule. By law, a Plan in the Red Zone must present to the bargaining parties for selection one or more Schedules of contribution increases and/or benefit reductions that are designed to improve Plan Funding and get the Plan out of the Red Zone during the required time frame. By law, one of the schedules must be the ***Default Schedule***, which must reduce benefits to the maximum permissible under law, and increases contributions only if necessary after all allowable benefit reductions are made. For this Plan, there is also an alternative schedule, called the ***Preferred Schedule***. The benefit differences between the ***Default*** and ***Preferred Schedule*** are 1) the ***Default Schedule*** does not have a subsidized disability benefit, and 2) the benefit formula in the ***Default Schedule*** is 1% of contributions, compared with 1.75% for the ***Preferred Schedule***.

Disability Pension. This type of pension is available if you are ***Totally and Permanently Disabled*** before age 65 and meet the necessary service requirements. (See page 28.)

Disqualifying Employment. This phrase refers to employment with any employer who participates in this Plan or any other employment in a craft or industry within the same geographical area covered by this Plan at the time you retire or reach ***Normal Retirement Age***.

Early Retirement Pension. This type of pension is available if you are ***Vested*** and at least age 55, but less than age 65. Your benefit is subject to reduction based on your age and years of service at ***Retirement***. (See page 27.)

Future Service. This phrase refers to hours you work for an employer after that employer joined the Plan and for which the employer is required to make contributions to the Plan on your behalf.

Normal Retirement Age. This term refers to:

- Age 65 or, if later, the fifth anniversary of your participation in the Plan, if you complete an hour of service after December 31, 1987; or
- Age 65 or, if later, the 10th anniversary of your participation in the Plan, if you did not complete an hour of service after December 31, 1987.

Normal Retirement Pension. This type of pension is available if you are ***Vested*** and have reached ***Normal Retirement Age***. (See page 27.)

Past Service. This phrase refers to hours you work for an employer before that employer joined this Plan. If your employer joined this Plan on or after January 1, 2005, the maximum ***Past Service Pension Credit*** recognized by the Plan is limited. (See page 9.) ***Past Service Pension Credit*** is used in determining your pension benefit and your eligibility to retire under the Normal and Early Pension. ***Past Service Pension Credit*** is not used to determine ***Vesting Credits***.

Past Service Benefit Level. This is assigned when your employer joins the Plan and is used in determining your benefit amount under the Benefit Table Formula. (See page 24.)

Pension Credit. See ***Future Service*** and ***Past Service***.

Permanent Break-in-Service. This phrase refers to having no service under the Plan for a long enough period that you lose any prior service credit, provided you have not ***Vested*** in that benefit. (See page 12.)

Preferred Schedule. By law, a Plan in the Red Zone must present to the bargaining parties for selection one or more Schedules of contribution increases and/or benefit reductions that are designed to improve Plan Funding and get the Plan out of the Red Zone during the required time frame. By law, one of the schedules must be the ***Default Schedule***, which must reduce benefits to the maximum permissible under law, and increases contributions only if necessary after all allowable benefit reductions are made. For this Plan, there is also an alternative schedule, called the ***Preferred Schedule***. The benefit differences between the ***Default*** and ***Preferred Schedules*** are 1) the ***Default Schedule*** does not have a subsidized disability benefit, and 2) the benefit formula in the ***Default Schedule*** is 1% of contributions, compared with 1.75% for the ***Preferred Schedule***.

Qualified Domestic Relations Order (QDRO). This is a court order that requires the Plan to pay all or a portion of benefits to your spouse, former spouse, or dependent(s). (See page 15.)

Retirement. To be considered retired, a Participant must have separated from employment with any and all Contributing Employers. A Participant who has applied for a pension with approval granted by the Trustees shall be considered retired, notwithstanding subsequent employment or reemployment with any Contributing Employer(s) for hours that would not cause his or her pension to be suspended.

Rule of 80. Your age plus ***Pension Credits*** (***Past Service*** and ***Future Service***) total 80 or more. (See page 39.)

Spousal Equivalent. This means:

- Your civil union partner; or
- Your registered domestic partner.

To be eligible, a Participant's relationship with a ***Spousal Equivalent*** must be recognized by the state in which it occurs (or Canadian province or Puerto Rico). The Participant does not need to be a resident of this state at the time of ***Retirement***. If a state recognizes opposite sex civil union or domestic partnerships, the Plan will recognize this only if the Participant or partner are at least age 62.

Straight Life Annuity. This pension provides you with an unreduced monthly benefit for your lifetime (with or without a 60-month guarantee). (See page 36.)

Totally and Permanently Disabled. This term means you cannot work in any type of employment because of bodily injury or disease, which is expected to last at least until you reach age 65, and you are eligible for a Disability Award from the Social Security Administration. (See page 28.)

Vested. You have a permanent right to a benefit from the Plan. (See page 11.) You become ***Vested*** after you:

- Reach your ***Normal Retirement Age*** (age 65 as an active Participant with five years of participation in the Plan); or
- Earn five ***Vesting Credits***; or
- Earn five ***Pension Credits***, at least one of which is for ***Future Service*** (if you were a Participant in the Plan on December 31, 2004); or
- Earn five ***Pension Credits***, at least three of which are for ***Future Service*** (if you became a Participant in the Plan on or after January 1, 2005).

Vesting Credits. These credits determine your right to, and eligibility for, a pension benefit, but do not affect the amount of your benefit. (See page 11.)

At-A-Glance: What Happens When

There are various life events that may affect your Pension Plan benefits, such as getting married or retiring. Here's a summary of what you need to know if you experience one of these life events.

What Happens When...	What You Need To Know...
You Earn Service and Contributions (page 8)	You earn ***Pension Credit*** for work in ***Covered Employment***. You earn one ***Future Service Pension Credit*** if you work 1,800 or more hours in a calendar year. You also earn partial ***Future Service Pension Credits*** if you work at least 180 hours in a calendar year. All employer contributions made on your behalf count toward your pension benefit. The Plan does not accept employee contributions. When you first begin participating in the Fund, you will be asked to provide the Fund, in writing, information about yourself that is important to contacting you and processing your benefits. You will also be asked to identify your spouse or other beneficiary who will receive any benefits that may apply if you die.
You Leave Employment (page 12)	If you leave employment covered by the Plan and are ***Vested,*** you are eligible to receive a ***Vested Pension*** from the Plan as early as when you reach age 55. If you leave employment covered by the Plan and are not ***Vested,*** you may incur a ***Permanent Break-in-Service*** and lose any ***Pension Credits*** or ***Vesting Credits*** you earned.

You Get Married or Divorced
 	
(page15)
	Notify the SEIU Benefit Funds office of your marriage or divorce and update your beneficiary designation.
	
	• If you get married:
	    • Before ***Retirement***, you will generally receive your pension benefit as a ***50% Spousal Pension*** unless you elect an optional form of payment with your spouse's written notarized consent;
	    • After ***Retirement***, your pension benefits will not be affected.
	• If you get divorced:
	    • Before ***Retirement***, and you remain single, your pension will generally be paid as a ***Straight Life Annuity*** unless there is a court-approved ***Qualified Domestic Relations Order (QDRO)*** that affects how your ***Retirement*** benefits will be paid to you and your ex-spouse;
	    • After ***Retirement***, your form of pension benefit will not change, but a ***QDRO*** may affect the amount you receive.

You Become Disabled
 	
(page 28)
	To be eligible for a ***Disability Pension*** you must:
	    • Be less than age 65;
	    • Be ***Totally and Permanently Disabled;***
	    • Have 10 ***Vesting Credits*** (if your last ***Covered Employment*** was prior to 2005, the requirement is that you are ***Vested***); and
	    • Have worked at least 1,000 hours (or 350 hours for Seasonal Employees) in ***Covered Employment*** in the 24 months before you became disabled.

What Happens When...	What You Need To Know...
You Retire (page 20)	To be eligible for a ***Normal Retirement Pension,*** you must: • Be ***Vested*** (see page 11); and • Be at least age 65. To be eligible for an ***Early Retirement Pension,*** you must: • Be ***Vested;*** and • Be at least age 55, but less than age 65. Your pension benefits must begin no later than the first day of the month after the date you reach age 70, whether or not you choose to continue to work. At ***Retirement***, the following payment options are available: • ***50% Spousal Pension****; • ***75% Spousal Pension****; • ***100% Spousal Pension****; • ***50% Joint and Survivor Pension****; • ***Straight Life Annuity***; • ***Straight Life Annuity*** with 60-month guarantee.* * These pension options provide a survivor annuity and are reduced from the ***Straight Life Annuity*** because they will be paid over your and your beneficiary's lifetimes. At ***Retirement***, you can also elect a "pop-up" feature (except on the ***75% Spousal Pension*** and the ***Straight Life Annuity*** with 60-month guarantee) so that if your beneficiary dies before you, your pension will return to the ***Straight Life Annuity*** amount for the remainder of your life. You must request and submit a completed application to the SEIU Benefit Funds office. Your payment option cannot be changed after your pension commences.
You Return to Work (page 38)	If you return to work before you retire, how your pension benefit is affected is based on whether or not you were ***Vested*** when you left employment. If you return to work after you retire, but before you reach ***Normal Retirement Age,*** you may work a limited number of hours. If you exceed the limit, your pension will be suspended.

What Happens When...	What You Need To Know...
Your Spouse, Spousal Equivalent or Beneficiary Dies (page 41)	If your spouse, ***Spousal Equivalent*** or beneficiary dies before you retire, you may select another beneficiary. You should contact the SEIU Benefit Funds office to update your records and identify a new beneficiary. If your spouse, ***Spousal Equivalent*** or beneficiary dies after you retire and you elected the ***50% Spousal Pension, 100% Spousal Pension*** or ***50% Joint and Survivor Pension*** with the pop-up feature, your monthly pension will be adjusted to the full amount you would have received if you had elected a ***Straight Life Annuity***. If you elect a ***Straight Life Annuity***, or any of the other above options without the pop-up feature, your monthly benefit will remain the same. Your payment option cannot be changed after you retire.
You Die Before Retirement (page 42)	If you are ***Vested*** and die, your spouse or ***Spousal Equivalent*** will receive a lifetime Survivor's Pension. Your spouse, ***Spousal Equivalent*** or beneficiary should contact the SEIU Benefit Funds office in the event of your death.
You Die After Retirement (page 43)	If you elected a ***50% Spousal Pension,*** your spouse will receive 50% of your monthly benefit for his or her lifetime. If you elected a ***75% Spousal Pension,*** your spouse or ***Spousal Equivalent*** will receive 75% of your monthly benefit for his or her lifetime. If you elected a ***100% Spousal Pension,*** your spouse or ***Spousal Equivalent*** will receive 100% of your monthly benefit for his or her lifetime. If you elected a ***50% Joint and Survivor Pension,*** your beneficiary will receive 50% of your monthly benefit for his or her lifetime. If you elect a ***Straight Life Annuity,*** the Plan offers you the option to guarantee that benefits will be paid for 60 months. The cost for this protection is paid by a reduction to your monthly benefit. If both you and your survivor die before this guaranteed amount has been paid, the balance will be paid to the beneficiary of the last survivor. Your spouse, ***Spousal Equivalent,*** or beneficiary should contact the SEIU Benefit Funds office in the event of your death.

Special Groups in the National Industry Pension Fund

Mergers of Other Plans into the NIPF

If you became an active Participant in the NIPF because your group was part of a plan that merged with the NIPF, special rules may apply to the calculation of your service and benefit. These rules are summarized in Appendix A of this Summary Plan Description, beginning on page 53. Plans that have merged with the NIPF include:

Merged Plan Name	Date of Merger
Jewelry Workers Division Pension Plan	January 1, 1984
Window Cleaners, Local 48 Cleaning Contractors Pension Plan	January 1, 1984
Detroit Window Cleaning Division, Service Employees Local 79 Pension Fund	January 1, 1984
Pittsburgh Building Employees Pension Plan	January 1, 1991
Building Service Employees Pension Plan	May 1, 1994
St. Moritz Building Services Employees Pension Plan	December 1, 1995
Local 189 Service Employees Miscellaneous Pension Plan	July 1, 1997
Retirement Plan of Service Employees Local 189	July 1, 1997
Pension Plan for Service Employees of Michigan Race Tracks	April 1, 2000
Service Employees International Union Local 49 Pension Plan	June 1, 2003

Seasonal Employees

Special rules apply if you are a Seasonal Employee. You are a Seasonal Employee if the NIPF Board of Trustees has accepted your group as a Seasonal Employment Group. Generally, a Seasonal Employment Group is a group for whom work is available under a collective bargaining agreement for less than six months in a calendar year for at least 75% of the employees.

The special rules that apply to Seasonal Employees are summarized in this booklet at the various points in which they differ from the rules that apply to other NIPF Participants.

How You Earn Service

Generally, you first become a Participant in the Plan on the January 1st or July 1st after working at least 350 hours during a continuous 12-month period in employment for which your employers are required to make contributions on your behalf to the Fund.

If one employer made contributions on your behalf for some (but not all) of the time you worked for that employer, you may still count all of your work for that employer toward participation eligibility as long as you did not stop working for that employer between the non-covered time and the covered time.

Earning Future Service Pension Credits

Future Service Pension Credits are used in determining your eligibility to retire and, in some cases, ***Vesting***. They are also used to determine the amount of your pension under the Benefit Table Formula, which applies to service through December 31, 2007. The term ***Future Service*** refers to the hours you worked for an employer after that employer joined the Plan and for which the employer is required to make contributions on your behalf. You earn one ***Future Service Pension Credit*** if you work 1,800 or more hours in a calendar year; you earn partial ***Pension Credit*** if you work fewer hours, as shown below:

Hours You Worked in a Calendar Year	Pension Credit You Earn
1,800 hours or more	1.00
1,600 – 1,799 hours	.90
1,400 – 1,599 hours	.80
1,200 – 1,399 hours	.70
1,000 – 1,199 hours	.60
800 – 999 hours	.50
600 – 799 hours	.40
500 – 599 hours	.30
400 – 499 hours	.25
300 – 399 hours	.20
200 – 299 hours	.15
180 – 199 hours	.10
0 – 179 hours	.00

If your employer reports your time daily, weekly, monthly or at shift rates, you will be credited with the number of hours specified in the collective bargaining agreement for each day, week, month or shift that is reported by your employer. If the collective bargaining agreement does not specify the number of hours to be credited, a day is treated as eight hours, a week as 40 hours and a month as 167 hours of work. If your employer reports your time both as daily, weekly, monthly or by shift of employment **AND** as actual hours worked, the daily, weekly, monthly or shift rates will be used for purposes of determining your ***Future Service Pension Credits***.

Future Service Pension Credit will not be canceled if your employer withdraws from this Plan, but can be lost if you have a ***Permanent Break-in-Service***.

You may also receive ***Future Service Pension Credits*** and ***Vesting Credits*** for:

- Military service that starts immediately after leaving work covered by this Plan, provided you return to work with the same employer following your discharge in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994;
- Up to 501 hours per period for periods of vacation, leave, layoff or disability for which you are paid or entitled to payment; and
- Hours for which back pay is awarded.

If you were a member of another pension plan that merged with the SEIU National Industry Pension Plan, your service before the merger is determined under the rules of the other pension plan.

For Seasonal Employees Only

If you are a Seasonal Employee and you did not earn at least three-tenths of a *Past Service Pension Credit* for three or more consecutive calendar years, you cannot receive any *Past Service Pension Credit* for any work before that period.

Earning Past Service Pension Credit

Past Service Pension Credit is also used in determining your pension benefit and your eligibility to retire under the Normal and Early Pension. The term ***Past Service*** refers to the hours you worked for an employer before that employer joined this Plan.

For each calendar year you worked for that employer at least 115 days, you receive one ***Past Service Pension Credit***. If you worked less than 115 days in a year, you earn partial ***Past Service Pension Credit*** at the rate of 1/10 of a credit for each 12 days of work. However, if you did not earn at least one ***Past Service Pension Credit*** for three or more consecutive calendar years, you cannot receive any ***Past Service Pension Credit*** for any work before that period. Special rules apply for Seasonal Employees.

You cannot earn more than one ***Pension Credit***, counting both ***Past Service*** and ***Future Service***, in the calendar year your employer joined the Plan.

You also earn ***Past Service Pension Credit*** for work with a previous employer if:

- Your previous employer sold the business but you continue to work for the new owner in the same job location; and
- That employer later joins the Plan and is contributing when your pension starts.

To receive ***Past Service Pension Credit***, you must prove you worked in employment covered by the Plan. Pay stubs, W-2 forms, Social Security records, statements from your employer, and membership records of your Local Union Office may be acceptable forms of proof.

There are limitations on ***Past Service*** based on when your group joined the Plan:

- **If your employer joined the Plan before January 1, 2005**, all of your ***Past Service*** applies toward your eligibility to retire. The value of your ***Past Service*** toward your benefit amount is based on the ***Past Service Benefit Level (PSBL)*** assigned to the employer for whom you were working when you and the employer initially joined the Plan. This value is explained in more detail in the section on the Benefit Table Formula for service prior to 2008 (page 24).
- **If your employer joined the Plan on or after January 1, 2005**, the maximum amount that may be awarded for purposes of determining your eligibility to retire is seven ***Past Service Pension Credits***. The maximum ***Past Service Pension Credit*** that can be awarded for purposes of determining the amount of your pension benefit is two ***Past Service Pension Credits***. The value of these ***Past Service Pension Credits*** is explained in the section on the Benefit Table Formula (page 24) and the section on benefits earned on or after January 1, 2008 (page 21).

Past Service Pension Credit may be canceled if your employer stops making contributions to the Plan within 10 years of joining the Plan. If your employer goes out of business within five years of joining the Plan or leaves the Plan within 10 years but continues business operations, you receive credit for ***Past Service*** only to determine if you are ***Vested*** and eligible for benefits. Your ***Past Service Pension Credit*** will not count toward the amount of your monthly benefit. However, the canceled credit may be restored if you earn additional ***Pension Credits*** with another employer covered by this Plan.

If you were a member of another pension plan that merged with the SEIU National Industry Pension Plan, your ***Past Service*** before the merger is determined under the rules of the other pension plan.

Earning Vesting Credits

Vesting Credits affect your eligibility for a benefit, but not the amount of your benefit. In general, you earn one ***Vesting Credit*** for each calendar year you work 700 hours or more in work covered by the Plan for which your employer(s) is required to make contributions on your behalf. You earn one-half of a ***Vesting Credit*** for each calendar year you work between 350 and 700 hours. You cannot earn more than one ***Vesting Credit*** in a calendar year.

If your employer moves you from the collective bargaining group to employment with that same employer that does not require contributions to this Plan while the employer is contributing to this Plan, you may earn ***Vesting Credit*** based on your entire employment period.

If you were a member of another pension plan that merged with the SEIU National Industry Pension Plan, ***Vesting Credit*** will be applied based on the prior plan until the merger date. You will be ***Vested*** in this Plan if you were ***Vested*** in the prior plan at the time of the merger.

Vested means you earn a permanent right to a pension benefit from the Plan. You become ***Vested*** after you:

- Reach your ***Normal Retirement Age*** (age 65 as an active Participant with five years of participation in the Plan); or
- Earn five ***Vesting Credits***; or
- Earn five ***Pension Credits***, at least one of which is for ***Future Service*** (if you were a Participant in the Plan on December 31, 2004); or
- Earn five ***Pension Credits***, at least three of which are for ***Future Service*** (if you became a Participant in the Plan on or after January 1, 2005).

Years of participation, ***Pension Credits***, or ***Vesting Credits*** earned before a ***Permanent Break-in-Service*** are not counted.

If you were a Participant in another plan that merged with this Plan and you have not earned any service following the date of the merger, different vesting rules may apply.

If You Leave Employment

Leaving Employment Before Vesting

The Pension Plan is designed to provide you with ***Retirement*** benefits for work over a period of time. The Plan also accommodates periods when your employment is interrupted. However, if you are not ***Vested*** when your employment is interrupted, you may experience a ***Break-in-Service*** and lose credit for your service before the interruption.

There are two types of ***Breaks-in-Service***:

- ***One-Year Break-in-Service***; and
- ***Permanent Break-in-Service***.

One-Year Break-In-Service

If you do not work at least 350 hours in a calendar year (120 hours for Seasonal Employees) before you are ***Vested***, you have a ***One-Year Break-in-Service***. If you have a ***One-Year Break-in-Service***, any ***Pension Credits***, or ***Vesting Credits*** you earned before the ***Break-in-Service*** will not be counted until you return to work and earn additional ***Vesting Credit***.

Permanent Break-In-Service

If during any ***One-Year Break-in-Service*** an employer actually contributes to the Plan on your behalf, even if only for one hour, that year is considered a "grace year." Grace years are not counted toward a ***Permanent Break-in-Service***. However, years before and after a grace year can be counted together as consecutive years toward a ***Permanent Break-in-Service***.

If you have seven consecutive years in which no employer contributions are made on your behalf before you are ***Vested***, you have a ***Permanent Break-in-Service*** and you lose all your accumulated ***Vesting Credits*** and ***Pension Credits***. You will earn credit under the Plan only from the time you work after the ***Permanent Break-in-Service***. Different rules apply for ***Permanent Break-in-Service*** rules in effect before May 1, 1994. Please contact the SEIU Benefit Funds office for more information.

For Seasonal Employees Only

For service before May 1, 1994, you earn one ***Vesting Credit*** for each calendar year you work 350 hours covered by this Plan.

For service after May 1, 1994, you earn one ***Vesting Credit*** for each calendar year you work 120 hours covered by this Plan, beginning with 1994.

If you were a Participant in the Plan on December 31, 2004, you become ***Vested*** after you reach your ***Normal Retirement Age***, earn five ***Vesting Credits*** or three ***Pension Credits***, at least three-tenths of which is for ***Future Service***.

If you became a Participant on or after January 1, 2005, you become ***Vested*** after you reach your ***Normal Retirement Age***, earn five ***Vesting Credits*** or three ***Pension Credits***, at least one of which is for ***Future Service***.

If you do not work at least 350 hours in a calendar year before you are ***Vested***, you have a ***One-Year Break-in-Service.***

Break-In-Service and Plan Mergers

If you were a member of another pension plan that merged with the SEIU National Industry Pension Plan, and if you had a ***Permanent Break-in-Service*** under your prior pension plan, you cannot have that ***Break-in-Service*** repaired merely because of the merger.

Exceptions to Service Breaks

There are exceptions to service break rules. Certain non-work periods are used in determining if a ***One-Year Break-in-Service*** has occurred.

The following periods are considered exceptions to service breaks:

- **Maternity or Paternity Leave**. If you are absent from work due to pregnancy, the birth of a child, adoption of a child, placement of a child in connection with adoption of that child or the care of your newborn or newly adopted child, you will be credited with up to 501 hours to avoid a ***One-Year Break-in-Service***. You will be credited with these hours in the year the absence begins if you need to avoid a ***One-Year Break-in-Service*** for that year. Otherwise, you will be credited with these hours in the following year.
- **Family and Medical Leave**. If you are absent from work because of an authorized leave of absence under the Family and Medical Leave Act of 1993, you will not incur a ***One-Year Break-in-Service***.
- **Military Service**. If you are absent from employment due to qualified service in the uniformed services of the United States, you will be credited with service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

You must notify the SEIU Benefit Funds office within two years of the beginning of your absence to be eligible for these exceptions to the service break rules. The Board of Trustees may require proof of the cause and the number of days of your absence.

Leaving Employment After Vesting

If you are ***Vested*** and leave employment, you have a right to a ***Vested Pension*** benefit. For information about your ***Vested Pension*** benefit amount, see page 12.

Portability Agreements

The Plan has signed "Portability Agreements" with certain other pension plans, including the SEIU Affiliates' Officers and Employees Pension Plan and the Pension Plan for Employees of SEIU. The SEIU Benefit Funds office can provide you with a current list of plans with which this Plan has a Portability Agreement. If you become a Participant of any of those plans in the future or you were a Participant of any of those plans in the past, service credits certified by those plans may be counted under this Plan for the purposes of vesting and eligibility.

Portability service credit is not used as service in your benefit calculation. Provided it is not for duplicate periods of time, however, vesting service certified under a Portability Agreement may be counted as additional eligibility service. Therefore, service credited under a Portability Agreement may allow you to be eligible for certain types of pensions sooner than if such credit was not granted. There are special rules that cover the granting of service credit under a Portability Agreement, including the following:

- If you are not ***Vested*** and you have a break in employment (from termination of employment covered by the first pension plan to the date of employment covered by the second pension plan) that is long enough to cause a ***Permanent Break-in-Service*** and loss of credit in the first plan, portability service is not available.
- This Plan will not recognize any of your portability service from another pension plan if you received benefits from this Pension Plan before the date the Portability Agreement between the two pension plans was signed.
- Neither pension plan will recognize any of your portability service if you receive benefits from one pension plan while you are still an active employee under the other pension plan. (Exceptions are made for payments made on or after your ***Normal Retirement Age***, distributions due to the termination of a plan or disability payments later discontinued because of recovery.)

If You Get Married Or Divorced

Your pension benefits may be affected if you get married or divorced.

What You Should Do

It is important that you contact the SEIU Benefit Funds office to update your records and beneficiary information when you get married or divorced.

Marriage Before Retirement

If you are married when you retire, you will receive your pension benefit as a ***50% Spousal Pension*** form of payment unless you elect to receive another pension payment option (see page 31) and your spouse or ***Spousal Equivalent*** signs a notarized waiver. If you die before beginning your pension benefit, your spouse may be eligible to receive a Survivor's Pension. For more information, see page 42.

Marriage After Retirement

Your pension benefit is not affected when you marry after you have begun receiving pension benefits. Your benefits are not affected because you cannot change your form of payment after you have begun receiving pension benefits.

Divorce Before Retirement

If you are divorced as of the date of your ***Retirement***, the Plan will treat you as a single person, unless there is a ***Qualified Domestic Relations Order (QDRO)***. For more information, see the section below. If you die before you retire, a ***QDRO*** may require the Plan to pay death benefits to your former spouse. If you have questions, please contact the SEIU Benefit Funds office.

Divorce After Retirement

If you are married when you retire and you later divorce, your form of pension benefit will generally not change, unless there is a ***QDRO***. For more information, see the section below.

QDRO Procedures

A ***QDRO*** is a court order that requires the Plan to pay all or a portion of your benefits to your spouse, former spouse, or dependent(s). A ***QDRO*** may affect the amount of your pension benefit because your benefits may be used to pay child or spousal support or be divided as marital property.

You may obtain the Plan's ***QDRO*** procedures free of charge with a written request to the SEIU Benefit Funds office. Any rights of your former spouse or other alternate payee to your pension under a ***QDRO*** will take precedence over those of any subsequent spouse. If you have questions about ***QDROs***, contact the SEIU Benefit Funds office.

Applying For Your Pension Benefits

You must apply for a pension in order to receive pension benefits from the Plan. The processing of your application may take many weeks. Therefore, **you should apply for your pension several months before you intend to retire**. Otherwise, your first pension check may be delayed.

When the SEIU Benefit Funds office has received the completed payment option forms, you will generally receive your first benefit payment within 60 days.

What You Should Do

Keep your current address on file with the SEIU Benefit Funds office. This will ensure that you will receive important Plan information.

When You Start Your Pension Affects Your Benefit

In general, if your benefit begins after your ***Normal Retirement Age*** and your benefit was not subject to suspension for working (see page 2), your monthly pension benefit will be actuarially increased for each month your ***Retirement*** date is later than your ***Normal Retirement Age*** to account for the delay in commencing your benefits after your ***Normal Retirement Age***.

You can retire as early as age 55, but your pension will be reduced.

You must begin receiving your pension benefits by the first day of the month after the date on which you reach age 70, whether or not you continue to work.

What You Should Do

In order to receive pension benefits, you must submit a completed application. Pension benefit payments are not automatic.

You can request an application by calling the SEIU Benefit Funds office at (800) 458-1010, Monday – Friday, from 8 a.m. – 6 p.m. Eastern Time.

How to Apply For a Pension

- Request an application by calling the SEIU Benefit Funds office at (800) 458-1010, Monday – Friday, from 8 a.m. – 6 p.m. Eastern Time. You will be asked to provide:
  - Your name, address and phone number;
  - Your expected date of ***Retirement***;
  - Your Social Security number;
  - Your spouse's (or beneficiary's) name and date of birth.
- The SEIU Benefit Funds office will send you an application, along with an estimate of the benefits payable to you, and details of your work history. Review your work history to make sure it is complete and correct and notify the SEIU Benefit Funds office if you believe there are any errors.
- Complete the application forms, attach the required proofs of age and proof of marital status and send the completed forms to the SEIU Benefit Funds office.
- The SEIU Benefit Funds office will review your application for completeness and accuracy and will send you a letter acknowledging receipt of your application. The letter may also include a request for additional information, if needed. Review the acknowledgment letter sent to you by the SEIU Benefit Funds office and submit any additional requested information to the SEIU Benefit Funds office. If this information is not received within 90 days of the date of the acknowledgement letter, your application for benefits may be denied, and you will be required to submit a new application.

- Once your application is complete and the SEIU Benefit Funds office has verified that you are eligible for benefits, you will receive an approval letter. This letter will provide you with information about the payment choices available to you, including amounts that are payable under each payment choice, and a payment choice election form. You must elect a payment choice and your spouse must consent in writing to the choices you elect. (Note: Your spouse's consent is not valid if it is signed more than 180 days before the payment begins.)
- You can choose to receive your monthly pension payment through direct deposit to your bank. The SEIU Benefit Funds office will provide you the necessary forms to authorize this.

Once you have elected your payment choice, you will generally receive your first benefit payment within 60 days.

If Your Application Is Denied

If your application is denied or partially denied, you will receive a written notice from the SEIU Benefit Funds office within 90 days after the Funds office receives your application. Should special circumstances require additional time to decide your claim, the Plan will provide you with a written notice of the extension within 90 days after receipt of your claim explaining the special circumstances and the date by which the SEIU Benefit Funds office expects to render the benefit determination. This extended due date cannot exceed 180 days from the date on which your claim was originally filed.

In the case of a claim involving disability benefits that are denied, in whole or in part, the SEIU Benefit Funds office will notify you in writing within 45 days of the receipt of the claim. If necessary, the SEIU Benefit Funds office may require an initial extension of up to 30 days to notify you of the decision on your disability benefits claim. If such extension is required, you will be notified of the extension within the original 45-day period, indicating the special circumstances requiring the extension, standards on which entitlement to a disability benefit is based, description of unresolved issues that prevent a decision on the claim and additional information needed to resolve those issues and the date on which a decision is expected to be rendered on your claim. If, prior to the end of the initial 30-day extension period, the SEIU Benefit Funds office determines that a decision cannot be rendered within the initial extension period, the determination period may be extended for up to another additional 30 days if you are notified of the second extension before the end of the initial extension period.

If your application for benefits is denied, the written denial will state:

- The specific reason or reasons for the denial;
- The specific reference to the Plan provision or provisions on which the denial is based;
- A description of any additional material or information that you may need to provide, and the reason(s) why this information is necessary;

- In the case of any claim involving disability benefits, a copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the decision to deny your claim, or a statement that such a rule, guideline, protocol or other criterion was relied upon in making the decision on your claim, and that a copy of such rule will be provided to you free of charge at your written request;
- Information on how to submit your claim for review; and
- A statement explaining your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following an adverse benefit determination after the review.

What You Should Do

You may request a review of the denial of your pension application or benefit amount within 90 days (180 days for appeals involving a disability claim or a suspension of benefits) after the date the decision was made. You should send your written request to the Board of Trustees.

Appeal Procedure

If your claim is denied, in whole or in part, you may request a review of your benefit denial or the Fund policy, determination or action with which you disagree, by submitting a written appeal to the Trustees. Your written appeal must be submitted within 90 days (180 days for appeals involving disability claims or suspension of benefits) of receiving the claim denial.

If your claim has been denied and you fail to request a review in a timely manner, it will be conclusively determined for all purposes of this Plan that the initial denial of your claim is final and binding on all parties, including the applicant, the claimant and any person claiming under the application.

Your appeal should be sent to:

Board of Trustees
SEIU National Industry Pension Fund
11 Dupont Circle, NW
Suite 900
Washington, DC 20036

Your written appeal should state the reason for your appeal. You are not required to quote all applicable Plan provisions or to make "legal" arguments; however, you should state clearly why you believe you are entitled to the benefit you claim or why you disagree with a Fund policy, determination or action. The Trustees can best consider your position if they clearly understand your claims, reasons and/or objections.

The Board of Trustees, or an authorized subcommittee designated by the Board, will review your appeal. The impartial review will take into account all comments, documents, records and other information that you submit relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

For a disability claim, if the appeal is based in whole or in part on a medical judgment, the Board of Trustees, or the authorized subcommittee, may consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Should it be necessary to consult with a health care professional, the health care professional will be an individual who was not consulted in connection with the adverse benefit determination that is the subject of the appeal, nor a subordinate of such individual. You will be provided the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your disability benefit denial, whether or not the advice was relied upon in making the adverse decision.

You will be provided reasonable access to, and copies of, all relevant documents upon request. A document, record or other information is "relevant" if it:

- Was relied upon in making the benefit determination;
- Was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or
- Demonstrates compliance with the administrative processes and safeguards required under federal law.

The Board of Trustees or the authorized subcommittee will make their decision within 60 days (45 days for appeals involving a disability claim) after receipt of your appeal. If special circumstances require a further extension of time for processing, the Board or the authorized subcommittee may require an extension of up to another 60 days (45 days for appeals involving a disability claim) to notify you of the decision on your appeal. If such extension is required, you will be notified of the extension within the original 60 days (45 days for appeals involving a disability claim) after the receipt of your appeal request, indicating the special circumstances requiring the extension and the date on which a decision is expected to be rendered on your claim.

You will be advised of the decision on your appeal in writing. The notice of the decision will be written in a clear manner and will include:

- Specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information "relevant" to your claim for benefits;
- A statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and
- If any rule or guideline was relied upon in making the adverse determination on a disability claim, the rule or guideline, or a statement that the rule or guideline will be provided free of charge upon request.

If you wish, you can appoint an authorized representative to act on your behalf. You also can choose to represent yourself. If you wish to use an authorized representative (this person may be a lawyer, but need not be), you must notify the SEIU Benefit Funds office in advance in writing of the name, address and phone number of the authorized representative.

Retirement Benefits

- The NIPF offers several types of pensions.
- You have options for how your benefit will be paid.
- The benefit you earn each year (your accrued benefit) depends on the formula in effect for the year in which you earned the benefit.
- Some special rules may apply to some of your service if it was earned in a pension plan before it merged with the NIPF.

Eligibility for a Pension

The Plan offers three types of ***Retirement*** pensions:

- ***Normal Retirement Pension*** (see page 27)
- ***Early Retirement Pension*** (see page 27)
- ***Disability Pension*** (see page 28).

If you were a Participant in a plan that merged with the NIPF, special rules may apply to the determination of your benefit when you retire from the NIPF. (See page 53 for a summary of these special rules.)

Benefit Options

When you retire, you may choose from the following benefit options:

- ***50% Spousal Pension*** (with or without pop-up) (see page 31);
- ***75% Spousal Pension*** (without pop-up) (see page 32);
- ***100% Spousal Pension*** (with or without pop-up) (see page 34);
- ***50% Joint and Survivor Pension*** (with or without pop-up) (see page 35);
- ***Straight Life Annuity*** (with or without a 60-month guarantee) (see page 36).

Your Accrued Benefit – For Service On or After January 1, 2008

Your benefit for service earned on or after January 1, 2008 is based on the Contribution Formula. The Contribution Formula provides a benefit based on a percentage of the contributions made to the Plan on your behalf.

- If contributions were first required to be made on your behalf before 2008, the monthly benefit you earned during 2008 and 2009 is equal to 2.5% of the total contributions made by all of your employers on your behalf for work during this period.
- If contributions were first required to be made on your behalf on or after January 1, 2008, the monthly benefit you earned during 2008 and 2009 equals 2.25% of the total contributions made by all of your employers on your behalf for work during this period.
- For all work on or after January 1, 2010, the monthly benefit you earn is equal to 1.75% of the total contributions required to be made by all of your employers on your behalf during this period. However, if you work in a group that is operating under the ***Default Schedule***, the monthly benefit you earn is equal to 1.00% of the total contributions made while you are working under the ***Default Schedule***.

The *Default Schedule* is set by the Rehabilitation Plan adopted by the Trustees. For more information about the Rehabilitation Plan, see page ii.

If the group to which you belong first joined the Plan after 2007, you may also be eligible for a ***Past Service*** benefit for service prior to the date that your group joined the Plan (see page 9).

Your Contribution Formula benefit for work during 2008 and later will be added to the benefit you earned prior to 2008 (see page 21).

Contributions made before a ***Permanent Break-in-Service*** are not counted.

You can obtain information about your total contributions from the SEIU Benefit Funds office.

EXAMPLE A

Contributions were first made to the Plan on Javier's behalf for work prior to 2008. Isabel started working in ***Covered Employment*** in early 2008. During 2008 and 2009, contributions of $1,000 each per year were made on Javier's and Isabel's behalf. The monthly benefit each person earned during 2008 and 2009 follows:

Javier: $2,000 X 2.5% = $50.00 monthly benefit earned in 2008-2009

Isabel: $2,000 X 2.25% = $45.00 monthly benefit earned in 2008-2009

In 2010, base contributions (base contributions exclude surcharges or supplemental contributions) were $1,000 each on Javier's and Isabel's behalf, spread evenly throughout the year. Javier's group selects the ***Preferred Schedule*** during 2010. However, Isabel's group becomes subject to the ***Default Schedule*** on October 1, 2010. The monthly benefits each person earned during 2010 are as follows:

Javier: $1,000 X 1.75% = $17.50 monthly benefit earned in 2010

Isabel: $750 X 1.75% = $13.13 monthly benefit earned through September 2010

$250 X 1.00% = $2.50 monthly benefit earned October through December 2010

Isabel's total monthly benefit earned in 2010 = $15.63

The amount of benefit earned from 2008 through 2012 is summed to determine the total monthly benefit earned after December 31, 2007.

Base contributions of $1,000 per year continue to be made on behalf of Javier and Isabel during 2011 and 2012. The monthly benefits each person earned during 2011 and 2012 are as follows:

Javier: $2,000 X 1.75% = $35 monthly benefit earned in 2011-2012

Isabel: $2,000 X 1.00% = $20 monthly benefit earned in 2011-2012

Javier's total monthly benefit earned after December 31, 2007 is then **$102.50**, and Isabel's total monthly benefit earned after December 31, 2007 is **$80.63**.

Your Accrued Benefit – For Service Prior to January 1, 2008

The Plan uses two formulas to calculate your accrued benefit **prior to January 1, 2008**. Any pension benefit you earned through 2007 will be based on the formula that produces the highest benefit as of December 31, 2007.

- The Contribution Formula is a percentage of the contributions made to the Plan by your employer(s).
- The Benefit Table Formula is based on your years of service and your Average Contribution Rate. The Benefit Table Formula may also provide a benefit for ***Past Service*** with your employer before your employer joined the Plan (see page 9).

The pension amount payable to you may include further adjustments, depending on the type of pension you are eligible to receive and the payment option you choose.

The following sections describe how your accrued benefit through 2007 is calculated under the Contribution Formula and the Benefit Table Formula.

Contribution Formula

The monthly amount of your benefit under the Contribution Formula for service through the end of 2007 equals the sum of the following:

- 3.0% of the total contributions made by all of your employers on your behalf for work through December 31, 2004.
- If you do not have service on or after January 1, 2001, but have service during 2000, an additional 5.75% benefit supplement is added to your benefit for the contributions earned through December 31, 2000.
- If you have service on or after January 1, 2001, an additional 7.35% benefit supplement is added to your benefit for the contributions earned through December 31, 2003.
- 2.7% of the total contributions made by all of your employers on your behalf for work on or after January 1, 2005 through December 31, 2007.

EXAMPLE B

Example of Calculation Using the Contribution Formula

Contributions made on Javier's behalf for the years listed are shown below. What is Javier's accrued monthly benefit?

Contribution Period	Contributions	Monthly Benefit Rate	Supplement
1986–2003 (18 ***Pension Credits***)	$10,800.00	3.0%	7.35%
2004 (1 ***Pension Credit***)	800.00	3.0%	
2005–2007 (3 ***Pension Credits***)	3,000.00	2.7%	

To calculate Javier's accrued benefit, you need to multiply the contributions times the appropriate monthly benefit rate and add the supplement for each contribution period, as follows:

For 1986–2003:	$10,800.00	X	.03	=	$324.00
		Plus			
	$324.00	X	.0735		$23.81
		Equals			**$347.81**
For 2004:	$800.00	X	.03	=	**$24.00**
For 2005–2007	$3,000.00	X	.027	=	**$81.00**

Add the amounts for each contribution period to get the total accrued monthly benefit:
$347.81 + $24.00 + $81.00 = $452.81

Javier's accrued monthly benefit **as of December 31, 2007**, using the Contribution Formula, is **$452.81**.

This amount is compared with the result of the Benefit Table Formula. Your accrued benefit as of December 31, 2007 is the higher of the two results. See Example D (on page 27) for this comparison in Javier's case. Example D also shows the final step of adding this result for the benefit as of December 31, 2007 to his benefit earned after 2007.

Benefit Table Formula

The monthly amount of your benefit under the Benefit Table Formula as of December 31, 2007 is based on your service while contributions are being made to the Plan on your behalf (called ***Future Service***), your ***Applicable Average Contribution Rate*** (explained in the next section) and your service with your employer prior to your employer joining the Plan, if any (called ***Past Service***). Your benefit under the Benefit Table Formula equals the sum of the following:

- For service through December 31, 2004: Multiply your ***Future Service Pension Credits*** earned through December 31, 2004 by your ***Future Service*** benefit amount from the third column of Appendix B (see page 60);
  - If you have service during 2000 but do not have service on or after January 1, 2001, an additional 5.75% benefit supplement is added to your ***Future Service*** benefit through December 31, 2000.
  - If you have service on or after January 1, 2001, an additional 7.35% benefit supplement is added to your ***Future Service*** benefit for all service through December 31, 2003.
- For service from January 1, 2005 through December 31, 2007, multiply your years of ***Future Service Pension Credit*** earned during this period by the appropriate ***Future Service*** benefit amount from the second column of Appendix B (see page 60).
- Your ***Past Service*** benefit is determined by multiplying your years of ***Past Service Credit*** (see page 9 for details) by your ***Past Service*** benefit amount.
  - If your group entered the Plan before 2004, your ***Past Service*** benefit amount is based on the ***Past Service Benefit Level (PSBL)*** assigned to your group. Your group's ***PSBL*** is based on an actuarial review of the characteristics of the group when it joined the Plan. The ***PSBL*** may be "0" (no credit for the purpose of determining the amount of your benefit), "1" (full credit on the same basis as a ***Future Service Pension Credit***), or "2" through "6" (a fraction of full credit).
  - If your group joined this Plan on or after January 1, 2005, the maximum ***Past Service Pension Credit*** that you may be awarded for purposes of determining the amount of your pension benefit is two ***Past Service Pension Credits***. Your ***Past Service*** benefit amount is based on one-half of the contribution rate that the employer pays on your behalf during the first term of the collective bargaining agreement that brings the group into the Plan. (Please note that the maximum amount that may be awarded for purposes of determining your eligibility to retire is seven ***Past Service Pension Credits***.)

Past Service Pension Credits are based on the time you worked for an employer before that employer joined this Plan. (See page 9 for more details.)

Appendix B (page 60) shows examples of the ***Past Service*** benefit amounts at each ***Past Service Benefit Level***. If you have a ***Past Service Benefit Level*** of "0," you do not qualify for a ***Past Service*** benefit amount. (Keep in mind, however, that your ***Past Service Pension Credits*** still count toward your eligibility for a pension.)

The total number of ***Past Service Pension Credits*** and ***Future Service Pension Credits*** used in calculating your Table Formula Benefit amount as of December 31, 2007 is limited to 25. If you have more than 25 credits, the 25 that give you the highest benefit amount will be used in the calculation.

Average Contribution Rate

General Rule: ***36-Month Average Contribution Rate***

For those with service on or after January 1, 2005, generally your ***Applicable Average Contribution Rate*** is your ***36-Month Average Contribution Rate***. This is the sum of contributions for the last 36 consecutive months prior to January 1, 2008, ending with the last month worked, divided by the number of hours worked during the same period. If less than 1,800 hours have been worked, the 36-month period shall be expanded to include prior consecutive months until it includes at least 1,800 hours.

If a prior period has a higher contribution rate because you worked under a different collective bargaining agreement, that higher contribution rate applies for service during that prior period and all prior service. The benefit is calculated in separate parts and added.

If You Became a Plan Participant Before January 1, 2005

If you became a Plan Participant before January 1, 2005 (but excluding participation before any ***Permanent Break-in-Service***), your benefit is calculated using the ***Applicable Average Contribution Rate*** as defined above or, if greater, using the following two-part calculation:

- For all service credited after January 1, 2005 through December 31, 2007, your Benefit Amount will be calculated using the ***36-Month Average Contribution Rate***.
- For Years of ***Future Service*** and ***Past Service Pension Credits*** earned prior to January 1, 2005, your Benefit Amount is calculated using the ***1,800-Hour Average Contribution Rate***. The ***1,800-Hour Average Contribution Rate*** is, in general, the average rate of employer contributions for the best 1,800 hours in your last calendar year of work prior to 2005. If you did not work 1,800 hours in your last calendar year, prior periods are included. If a prior calendar year results in a higher average rate, then that rate will be used for that calendar year and all prior periods of ***Future Service*** and ***Past Service***. In general, the ***1,800-Hour Average Contribution Rate*** cannot increase faster than $0.33 per hour per 12-month period.

EXAMPLE C

Example of Calculation Using the Benefit Table Formula

Going back to Example B, Javier also has eight years of ***Past Service*** with a ***Past Service Benefit Level*** of "2." Javier has 22 ***Future Service Pension Credits*** through December 31, 2007 (from Example B) and eight ***Past Service Pension Credits*** for a total of 30. The Plan only considers the best 25 years. Therefore, only three ***Past Service Pension Credits*** will be used for Javier in the calculation below.

Part 1: Calculate Average Contribution Rate

Javier's ***36-Month Average Contribution Rate,*** and his ***1,800-Hour Average Contribution Rate*** are calculated as follows:

In Javier's case, his hourly contribution rates and hours worked each year are:

2007: $0.55 (12 months, 2,000 hours)

2006: $0.50 (12 months, 2,000 hours)

2005: $0.45 (12 months, 2,000 hours)

The ***36-Month Average Contribution Rate*** is $0.50.

Javier's ***1,800-Hour Average Contribution Rate***, which is calculated as of the end of 2004, is $0.45.

The 36-month average is greater than the 1,800-hour average. Therefore, we use Javier's ***36-Month Average Contribution Rate*** for all ***Pension Credits.***

Part 2: Calculate Accrued Benefit Using the Benefit Table Formula

We look up the ***Future Service*** Benefit Amount and the ***Past Service Benefit Amount*** at Benefit Level "2" in the table in Appendix B (page 60).

	Average Rate		Future Service Benefit Accrual		Past Service Benefit Accrual
36-Month Average Contribution Rate	$0.50		$21.15		$17.34
	Pension Credits		**Future Service Benefit Accrual**		**Accrued Monthly Benefit**
Past Service Pension Credits through 2003	3	x	$17.34	=	$52.02
Future Service Pension Credits through 2003	18	x	$21.15	=	$380.70
Plus Supplement	($380.70 X .0735)			=	$27.98
Total					$408.68
Future Service Pension Credits in 2004	1	x	$21.15	=	$21.15
Future Service Pension Credits in 2005-2007	3	x	$19.04	=	$57.12
Total					$538.97

Now, we can use the results from Examples A, B and C to calculate Javier's total accrued benefit.

For Seasonal Employees Only

If you are a Seasonal Employee, your *1,800-Hour Average Contribution Rate* is based on 600 hours, not 1,800 hours.

Special Rules For Groups That Joined This Plan Because Of Plan Mergers

If you have service in another plan that later merged with the National Industry Pension Fund, some special rules may apply to the benefits you earned before the merger. These rules are explained in Appendix A at the end of this Summary Plan Description.

EXAMPLE D

Javier's total benefit for all service:

In Javier's case, the Benefit Table Formula produces a higher benefit ($538.97; see Example C on page 26) than the Contribution Formula ($452.81; see Example B on page 23) for his accrued benefit as of December 31, 2007. Therefore, Javier's accrued monthly benefit as **of December 31, 2007** is **$538.97**. This benefit is "locked in" since it is the higher result of the two calculation formulas, and will not change. Any new benefits Javier earns after 2007 will be added to this "locked in" amount.

This amount is added to the amount for the contribution period after 2007 (from Example A) to get the total accrued monthly benefit:

$538.97 + $102.50 = $641.47

Javier's accrued monthly benefit **as of December 31, 2012** is **$641.47**.

Normal Retirement Pension

You can qualify for a ***Normal Retirement Pension*** if you:

- Retire;
- Submit a completed application;
- Are at least age 65; and
- Are ***Vested***.

If you are eligible for a ***Normal Retirement Pension***, your pension payment will be your accrued benefit, adjusted for the payment option you elect.

To be eligible for an ***Early Retirement Pension***, you must be at least 55, but less than age 65, and ***Vested***.

Early Retirement Pension

You may qualify for an ***Early Retirement Pension*** if you:

- Retire;
- Submit a completed application;
- Are at least age 55, but less than age 65; and
- Are ***Vested***.

Your pension is reduced when you retire early because you are likely to receive benefit payments for a longer period of time.

Your ***Early Retirement Pension*** is your accrued benefit, reduced as follows:

- Your monthly benefit payment is reduced for each month you are younger than age 65, as shown in the table on page 28.
- In addition, your ***Early Retirement Pension*** will be further adjusted for the payment option you elect.

Early Retirement Factors

All Retirements Effective January 1, 2010 or Later	
Age	**Early Retirement Reduction Factor**
64	9.96%
63	18.75%
62	26.52%
61	33.42%
60	39.56%
59	45.04%
58	49.95%
57	54.35%
56	58.30%
55	61.87%

EXAMPLE E

Early Retirement Example

Using Javier, as in the prior examples, we have already determined that he worked in ***Covered Employment*** prior to January 1, 2008, and his accrued benefit is $641.47. Javier is 58 years old; therefore, Javier's early retirement reduction is 49.95%, assuming that Javier earned some ***Pension Credit*** in the calendar year he retired or the year before. Javier's early retirement reduction would be:

49.95% X $641.47 = $320.41

Javier's monthly benefit reduced for early retirement would be: $641.47 - $320.41 = **$321.06.**

You are eligible to retire upon or after reaching age 55 if you leave ***Covered Employment*** after becoming ***Vested***. Because you are ***Vested***, you do not lose your right to a pension if you leave ***Covered Employment*** before you are eligible to retire or because you wish to defer the commencement of your pension beyond the date when you are first eligible.

Disability Benefits

You may be eligible for a ***Disability Pension*** if you become ***Totally and Permanently Disabled***. You have a permanent and total disability if you cannot work in any type of employment because of bodily injury or disease that is expected to last at least until you are 65. The Trustees may award a ***Disability Pension*** if you qualify for a Disability Award from the Social Security Administration. When you apply for a ***Disability Pension***, you'll need to submit a copy of your Social Security Disability Award.

You can retire with a ***Disability Pension*** if you:

- Are less than age 65 when you became ***Totally and Permanently Disabled***;
- Have ten years of ***Vesting Credit*** and at least one hour of ***Covered Employment*** on or after January 1, 2005*; and
- Have worked at least 1,000 hours in ***Covered Employment*** in the 24 months before becoming disabled.

* Note: If you became permanently disabled before January 1, 2005 and have not worked in ***Covered Employment*** after 2004, the requirement is that you are ***Vested***.

For Seasonal Employees Only

To be eligible for a *Disability Pension* you must:

- **Be less than age 65;**
- **Be *Totally and Permanently Disabled*;**
- **Have ten years of *Vesting Credit*; and**
- **Have worked at least 350 hours of service in the 24 months before you became disabled.**

Recovering from a Disability

If you recover from your disability before you reach age 65, your pension will stop. Your future ***Retirement*** benefits may be affected if overpayment occurs. Therefore, you should notify the SEIU Benefit Funds office within 21 days of your recovery. If you do not notify the Trustees of your recovery, any overpayments you received will be deducted from any future benefits paid by the Plan. In lieu of the offset, you may elect to repay the Plan benefits received after your recovery.

If you return to work covered by this Plan, your pension will be based on all of your years of service when you retire again.

If you begin receiving a ***Disability Pension*** and then you return to employment for a short time or to help in your recovery, you may continue to receive ***Disability Pension*** benefits under the Plan as long as the employment does not cause termination of your Social Security Disability Award or exceed 500 hours.

Disability Pension Amount

Unless you are covered under the ***Default Schedule***, your ***Disability Pension*** is calculated the same way as the ***Normal Retirement Pension*** (see page 27), and is not reduced for age, regardless of your age when your ***Disability Pension*** commences. A ***Disability Pension*** is effective as of the date your Social Security Disability Award is effective, and payments will be made retroactively to the date of the Social Security Disability Award, if necessary.

Default Schedule—Disability Retirement Factors

Age	Disability Reduction Factor	Age	Disability Reduction Factor
64	9.96%	46	82.17%
63	18.75%	45	83.56%
62	26.52%	44	84.82%
61	33.42%	43	85.99%
60	39.56%	42	87.05%
59	45.04%	41	88.03%
58	49.95%	40	88.94%
57	54.35%	39	89.77%
56	58.30%	38	90.53%
55	61.87%	37	91.24%
54	65.09%	36	91.88%
53	68.00%	35	92.48%
52	70.64%	34	93.04%
51	73.03%	33	93.55%
50	75.21%	32	94.02%
49	77.20%	31	94.46%
48	79.01%	30	94.86%
47	80.66%		

If you are covered under the *Default Schedule* during any portion of your service, the portion of your ***Disability Pension*** attributable to service under the ***Default Schedule*** is reduced for your age at the time of your Disability Award, as shown in the table on page 28.

If the first Schedule you work under is the ***Default Schedule***, the portion of your ***Disability Pension*** attributable to all prior service is also reduced for your age at the time of your Disability Award, as shown in the table on page 29. If the first Schedule you work under is the ***Preferred Schedule***, the portion of your ***Disability Pension*** attributable to all prior service is not reduced for your age at the time of your Disability Award.

Pension Payment Options

When you retire, you select how your pension will be paid. To assist you in making a decision when you retire, the SEIU Benefit Funds office will provide you with a summary of your monthly pension under each payment option available to you. If you have a small benefit payment (as described on page 37), your benefit may be paid as a one-time single lump-sum payment.

If you are married when you retire, your pension is paid as a ***50% Spousal Pension*** without pop-up. This pension provides you with a reduced monthly lifetime benefit and, upon your death, your spouse receives 50% of the benefit you were receiving for the rest of his or her life. You may elect one of the following payment options:

- ***50% Spousal Pension*** with pop-up (see page 31);
- ***75% Spousal Pension*** without pop-up (see page 32);
- ***100% Spousal Pension*** with or without pop-up (see page 34);
- ***50% Joint and Survivor Pension*** with or without pop-up (see page 35); and
- ***Straight Life Annuity,*** with or without a 60-month guarantee (see page 36).

No spousal waiver is required to elect the ***100% Spousal Pension*** or ***75% Spousal Pension*** with your spouse as beneficiary. However, in order to elect the ***Straight Life Annuity*** or the ***50% Joint and Survivor Pension*** (with or without pop-up feature) with a beneficiary other than your spouse, both you and your spouse must formally reject the ***50% Spousal Pension*** without pop-up by completing and signing a waiver form, which acknowledges both the effect of the waiver and the designation of the non-spouse beneficiary. In addition, the waiver form must be witnessed by a notary public. The SEIU Benefit Funds office must have the completed and signed waiver form within the 90-day period before your benefit payments are scheduled to begin. You can get a waiver form from the SEIU Benefit Funds office. You or your spouse may revoke the waiver at any time before the first payment is made. It may not be changed, however, after payment has commenced.

If you are not married when you retire, your pension is generally paid as a ***Straight Life Annuity***. This pension provides you with an unreduced monthly benefit for your lifetime. You may also elect the ***50% Joint and Survivor Pension*** with anyone.

If you have a *Spousal Equivalent*, you may elect the ***Straight Life Annuity***, the ***50% Joint and Survivor Pension***, the ***75% Spousal Pension***, or the ***100% Spousal Pension***.

50% Spousal Pension

This pension provides you with a reduced monthly lifetime benefit and, upon your death, your spouse receives 50% of the benefit you were receiving for the rest of his or her life. Your benefit is adjusted because it will be paid over two lifetimes.

The amount of the monthly payment will be reduced by the applicable factors from the table on page 33, depending on the difference in age between you and your spouse, and whether you retire on a ***Disability Pension***. The reduction for a ***Disability Pension*** reflects the difference in expected lifetimes from other pensions.

50% Spousal Pension Factors	
Non-Disability Pensions	**Disability Pensions**
Multiply monthly pension benefit by 91%, plus 0.4% for each full year by which your spouse's age exceeds your age OR minus 0.4% for each full year by which your spouse's age is less than your age. This factor may not exceed 99%.	Multiply monthly pension benefit by 83%, plus 0.4% for each full year by which your spouse's age exceeds your age OR minus 0.4% for each full year by which your spouse's age is less than your age. This factor may not exceed 91%.

For ***Retirement*** with an Effective Date on or after January 1, 2005, the normal form of payment for married Participants is the ***50% Spousal Pension*** **without pop-up**. This means, if your spouse dies before you, your benefit will remain the same as before your spouse's death. If you choose the ***50% Spousal Pension*** **with pop-up**, then, if your spouse dies first, your benefit will "pop-up" to the amount it would have been without the reduction for the ***50% Spousal Pension***.

After the monthly benefit is reduced in accordance with the factors in the table above, the benefit is further adjusted if you elect the pop-up option. If the Effective Date of your pension is on or after January 1, 2010 and you elect the pop-up, there will be an actuarial reduction to your benefit in order to pay for the pop-up feature on your benefit.

EXAMPLE F

Example of Adjustment for ***50% Spousal Pension***

From the prior examples, we know that Javier's early retirement benefit, payable at age 58 as a ***Straight Life Annuity***, is $321.06. Javier's spouse is three years younger than Javier. What is their ***50% Spousal Pension*** factor?

Factor = 91% minus (3 years X 0.4%) = 91% - 1.2% = 89.8%
89.8% X $321.06 = $288.31

If Javier and his spouse *do not elect the pop-up feature*, Javier's benefit is $288.31, rounded up to **$288.50**.

If Javier and his spouse *elect the pop-up feature,* Javier's benefit is reduced further to reflect the pop-up. Please note that payable benefit amounts are rounded up to the next whole 50 cents.

Factor = 99.14%
99.14% X $288.31 = $285.83, rounded up to **$286.00**.

75% Spousal Pension

This pension option is available for pensions commencing on or after January 1, 2009. It provides you with a reduced monthly lifetime benefit and, upon your death, your spouse or ***Spousal Equivalent*** receives 75% of the benefit you were receiving for the rest of his or her life. The ***75% Spousal Pension*** does not come with a pop-up option.

If you are married, you do not need your spouse's waiver of the ***50% Spousal Pension*** to elect the ***75% Spousal Pension*** with your spouse.

Because this pension is payable over two lifetimes, the amount of the monthly payment will be reduced by the applicable factor from the table below, depending on the difference in age between you and your spouse/***Spousal Equivalent*** and whether you retire on a ***Disability Pension***. The reduction for a ***Disability Pension*** reflects the difference in expected lifetimes from other pensions.

75% Spousal Pension Factors	
Non-Disability Pensions	**Disability Pensions**
Multiply monthly pension benefit by 87%, plus 0.5% for each full year by which your spouse/***Spousal Equivalent's*** age exceeds your age OR minus 0.5% for each full year by which your spouse/***Spousal Equivalent's*** age is less than your age. This factor may not exceed 97%.	Multiply monthly pension benefit by 76%, plus 0.5% for each full year by which your spouse/***Spousal Equivalent's*** age exceeds your age OR minus 0.5% for each full year by which your spouse/***Spousal Equivalent's*** age is less than your age. This factor may not exceed 86%.

EXAMPLE G

*Example of Adjustment for **75% Spousal Pension***

Using the example of Javier and his spouse, with Javier's spouse being three years younger than Javier, the ***75% Spousal Pension*** factor would be:

Factor = 87% minus (3 years X 0.5%) = 87% - 1.5% = 85.5%

85.5% X $321.06 = **$274.51**, rounded up to **$275.00**

If you elect the ***75% Spousal Pension*** with your ***Spousal Equivalent***, Federal law limits the number of years that your ***Spousal Equivalent*** may be younger than you. The number of years your ***Spousal Equivalent*** may be younger than you depends on your age when you start receiving your pension.

The limitation in age difference does not apply if you elect the ***75% Spousal Pension*** with a spouse as the beneficiary. The Plan can advise you further on your choice of this option if you are trying to decide whether you may elect this option with your ***Spousal Equivalent***.

The following table shows you the maximum age difference:

Your age when you commence your pension benefit	The number of years your Spousal Equivalent may be younger than you
Age 70	19 Years or less
Age 69	20 Years or less
Age 68	21 Years or less
Age 67	22 Years or less
Age 66	23 Years or less
Age 65	24 Years or less
Age 64	25 Years or less
Age 63	26 Years or less
Age 62	27 Years or less
Age 61	28 Years or less
Age 60	29 Years or less
Age 59	30 Years or less
Age 58	31 Years or less
Age 57	32 Years or less
Age 56	33 Years or less
Age 55	34 Years or less

For example, if you retire on an ***Early Retirement Pension*** and elect to start your pension benefit at age 60, the table above shows that you may not elect the ***75% Spousal Pension*** with a ***Spousal Equivalent*** who is more than 29 years younger than you. You can still elect a ***50% Joint and Survivor Pension*** regardless of age.

100% Spousal Pension

This pension provides you with a reduced monthly lifetime benefit and, upon your death, your spouse receives 100% of the benefit you were receiving for the rest of his or her life. For ***Retirement*** after January 1, 2005, you may also elect this pension with your ***Spousal Equivalent***.

You may also elect this pension with or without the pop-up. If you elected the ***100% Spousal Pension*** with pop-up and your spouse or ***Spousal Equivalent*** dies before you, your benefit will be adjusted to the full amount you would have received without the reduction for the ***100% Spousal Pension*** with the pop-up option.

If you are married, you do not need your spouse's waiver of the ***50% Spousal Pension*** to elect the ***100% Spousal Pension*** with your spouse as beneficiary.

Because this pension is payable over two lifetimes, the amount of the monthly payment will be reduced by the applicable factor from the table below depending on the difference in age between you and your spouse/***Spousal Equivalent*** and whether you retire on a ***Disability Pension***. The reduction for a ***Disability Pension*** reflects the difference in expected lifetimes from other pensions.

100% Spousal Pension Factors	
Non-Disability Pensions	**Disability Pensions**
Multiply monthly pension benefit by 83%, plus 0.6% for each full year by which your spouse/***Spousal Equivalent's*** age exceeds your age OR minus 0.6% for each full year by which your spouse/***Spousal Equivalent's*** age is less than your age. This factor may not exceed 94%.	Multiply monthly pension benefit by 68%, plus 0.5% for each full year by which your spouse/***Spousal Equivalent's*** age exceeds your age OR minus 0.5% for each full year by which your spouse/***Spousal Equivalent's*** age is less than your age. This factor may not exceed 80%.

After the monthly benefit is reduced in accordance with the applicable factors in the table above, the benefit is further adjusted if you elect the pop-up option. (See page 36.)

EXAMPLE H

Example of Adjustment for ***100% Spousal Pension***

Using the example of Javier and his spouse, with Javier's spouse being three years younger than Javier, the ***100% Spousal Pension*** factor would be:

Factor = 83% minus (3 years X 0.6%) = 83% - 1.8% = 81.2%
81.2% X $321.06 = $260.70

If Javier and his spouse *do not elect the pop-up feature*, Javier's benefit is $260.70, rounded up to $261.00.

If Javier and his spouse *elect the pop-up feature*, Javier's benefit is further reduced to reflet the pop-up.

Factor = 98.40%
98.40% X $260.70 = **$256.53**, rounded up to **$257.00.**

If you elect the ***100% Spousal Pension*** with your ***Spousal Equivalent***, Federal law limits the number of years that your ***Spousal Equivalent*** may be younger than you. The number of years your ***Spousal Equivalent*** may be younger than you depends on your age when you start receiving your pension. The limitation under Federal law for age difference does not apply if you elect your spouse as your beneficiary. The table on the following page shows you the maximum age difference.

Your age when you commence your pension benefit	The number of years your Spousal Equivalent may be younger than you
Age 70	10 years or less
Age 69	11 years or less
Age 68	12 years or less
Age 67	13 years or less
Age 66	14 years or less
Age 65	15 years or less
Age 64	16 years or less
Age 63	17 years or less
Age 62	18 years or less
Age 61	19 years or less
Age 60	20 years or less
Age 59	21 years or less
Age 58	22 years or less
Age 57	23 years or less
Age 56	24 years or less
Age 55	25 years or less

For example, if you retire on an ***Early Retirement Pension*** and elect to start your pension benefit at age 60, the table above shows that you may not elect the ***100% Spousal Pension*** with a ***Spousal Equivalent*** who is more than 20 years younger than you. You can still elect a ***50% Joint and Survivor Pension*** regardless of age.

50% Joint and Survivor Pension (with anyone not your spouse as beneficiary)

This pension provides you with a reduced monthly lifetime benefit for you and, upon your death, your beneficiary receives 50% of the benefit you were receiving for the rest of his or her life. If you elect the ***50% Joint and Survivor Pension*** with pop-up and your beneficiary dies before you, your benefit would be adjusted to the full amount you would have received if you had not elected this option. (See page 31 for an explanation of the pop-up features.)

If you are married, both you and your spouse must formally reject the ***50% Spousal Pension*** without the pop-up feature by completing and signing the waiver form (which must be witnessed by a notary public).

Because this pension is payable over two lifetimes, the amount of the monthly payment will be reduced, based on the difference in age between you and your beneficiary. Please note that if your beneficiary is significantly younger than you, your benefit will be substantially reduced.

Straight Life Annuity

This pension provides you with an unreduced monthly benefit for your lifetime, subject to reduction if you retire early.

If you elect a ***Straight Life Annuity***, you may elect a 60-month guarantee of your benefit. The cost for this protection is paid by a reduction to your monthly benefit. Examples of the reduction are as follows:

60-Month Guaranteed Benefit Factors	
Age	**Reduction Factor**
65	98.68%
64	98.85%
63	99.00%
62	99.13%
61	99.25%
60	99.36%
59	99.45%
58	99.52%
57	99.59%
56	99.64%
55	99.69%

If you die before receiving at least 60 times your accrued monthly benefit at ***Retirement*** (after any applicable adjustment for early ***Retirement***), then monthly payments continue to be paid to your beneficiary until the guarantee period expires.

EXAMPLE I

*Example of **Straight Life Annuity***

Using Javier's example again, if Javier retired at age 58 and elected the ***Straight Life Annuity*** form of payment, he would receive a monthly benefit of $321.50 for the rest of his life. This is the accrued benefit after reduction for early retirement (see Example E), rounded up to the next $0.50.

If Javier elects the ***Straight Life Annuity*** with the 60-month guarantee, his benefit is $319.52 ($321.06 X 99.52%), rounded up to **$320.00**

If Javier were married, he would need his spouse's written consent to elect the ***Straight Life Annuity*** option.

Small Benefit Payment

Certain small benefit amounts may be paid as a single lump sum.

The Plan may pay the benefit to you (or your beneficiary) in a single lump-sum payment, and no spousal consent is required, if you:

- Retire, are eligible for the immediate payment of a benefit and the actuarial present value of your pension benefit is $5,000 or less; or
- Stop working under this Plan, no contributions on your behalf have been payable to this Plan for at least one calendar year (January through December period) and the actuarial present value of your pension benefit is $5,000 or less; or
- Die before ***Retirement***, and the actuarial present value of the benefit payable to your beneficiary is $5,000 or less.

If the payment is payable to you and you have not yet reached ***Normal Retirement Age***, the Plan will pay the above benefits as a single lump-sum payment only with your consent. Once you reach ***Normal Retirement Age***, the Plan shall pay the above benefits to you as a single lump-sum payment.

When this benefit is payable to you, generally you may choose a direct transfer of the amount to another "eligible retirement plan," as defined by law, such as an individual retirement account (IRA) or another employer's tax-qualified plan which will accept the transfer. To make a direct transfer, you must complete the appropriate forms that are available from the SEIU Benefit Funds office. The Plan will notify you of your right to make such a direct transfer within the 90-day period before the date your benefits under the Plan are scheduled to begin. If you do not choose to make a direct transfer, this Plan may be required to withhold 20% of the distribution for federal income tax from your single lump-sum payment, even if you receive the payment and transfer the payment to an IRA or another qualified plan within 60 days.

How Working After Reaching Retirement Age Affects Your Benefits

Before Your Pension Payments Begin

You are eligible to receive a monthly pension benefit as soon as you retire and file a completed pension application. To be considered retired, you must have separated from ***Covered Employment*** with any and all contributing employers as of your Effective Date.

Prior to age 65: Working more than 40 hours in a month causes your pension to be "suspended." This means your pension for that month will not be paid because you have chosen instead to continue to work.

At age 65: You have the choice to retire and then, if you return to work, your pension is not suspended. However, as explained in the section on page 39 on working after your pension payments begin, the pension payments made to you will count toward offsetting additional benefits you earn. Therefore, your pension will not grow as fast as it would have if you did not retire.

If you retire after ***Normal Retirement Age***, you will receive a monthly benefit that is the greater of the following:

- All of your service up to the date you start your benefits; or
- Your benefit at ***Normal Retirement Age***, adjusted by one percent for each month thereafter you worked less than 40 hours in ***Disqualifying Employment***.

If you work less than 40 hours in any month after ***Normal Retirement Age***, but prior to commencing your pension, you will need to notify the Plan in writing so that the Fund can apply the one percent adjustment to your benefit at ***Normal Retirement Age***.

At age 70, you must commence your benefit whether or not you continue to work. If you do not apply for your benefit but the SEIU Benefit Funds office can definitely locate you, the Plan will commence your payments as if you retired on a ***50% Spousal Pension***.

After Your Pension Payments Begin

After you retire, if you return to work your pension will be suspended for periods of ***Disqualifying Employment*** and your benefits are affected as follows:

- If you are under ***Normal Retirement Age***:
  - If you did not retire under the ***Rule of 80*** (years of age plus service equals 80 or more at ***Retirement***), and work 500 or more hours in a calendar year after you retire, your pension will be suspended for each month thereafter you work 40 or more hours;
  - If you are retired under the ***Rule of 80*** and work 750 or more hours in a calendar year, your pension will be suspended for each month thereafter you work 40 or more hours.

If you start receiving your pension before you attain *Normal Retirement Age*, you must notify the SEIU Benefit Funds office within 21 days after you start working.

Note: If your collective bargaining agreement calls for the employer to make contributions on a daily, weekly, monthly or shift basis, but does not specify the number of hours to be credited, a day is treated as eight hours, a week as 40 hours and a month as 167 hours of work. If your employer reports your time both as daily, weekly, monthly or shift of employment AND as actual hours worked, your actual hours worked shall be used for purposes of determining whether your benefit will be suspended.

If you are under age 65 and work within the above limits, the amount of your pension will grow provided you work for an employer required to make contributions to this Plan on your behalf. Your pension will be recalculated each year (paid retroactive to January 1) to reflect any additional benefits earned during the prior year. If the above limits are exceeded, your pension will be suspended. The limits include hours you work in ***Disqualifying Employment***. If your pension is suspended, you must notify the Plan in writing when you later retire again.

- In the calendar year you reach ***Normal Retirement Age***, and thereafter, your pension will not be suspended, regardless of how many hours you work. However, any additional benefit you earn for months in which you work more than 40 hours will be offset by the value of the pension payments you receive during the year. Additional contributions to the Plan on your behalf will cause your pension to increase only for the portion of the added benefit earned, if any, that is greater than the value of the pension payments you received during the year.
- In the calendar year you reach age 70, and thereafter, your pension cannot be suspended. Annually, your pension will be increased to reflect any contributions made on your behalf, without any reduction for pension payments received.

Resuming Pension Payments After a Suspension

If your pension payments are suspended, you will be notified of the reason that your payments were suspended and what you need to do to resume your pension payments. You must notify the Fund in writing when your ***Disqualifying Employment*** ends. Benefit payments will not begin until your notice is received. You must file a written request for benefits with proof that your employment has ended or that your employment was less than 40 hours per month.

Any overpayments made to you when your pension should have been suspended will be recovered. The Plan does this when you retire again, as follows:

- Before age 65, the Plan may withhold 100% of your monthly payments until the Plan recovers overpayments.
- After age 65, the Plan may withhold 100% of your first monthly payment, plus 25% of subsequent payments if necessary, until the Plan recovers overpayments.

If you die before all payments are recovered, the Plan may withhold 25% of each payment made to your surviving spouse or beneficiary until all overpayments are recovered.

Recalculating Your Benefits After a Suspension

If you return to work and your pension is suspended, your pension benefit will consist of the sum of the following parts when it recommences:

- The amount of your previous pension payment, including any retiree increases that went into effect before your pension was suspended. You will not qualify for any additional retiree increases while your pension is suspended. Any changes to your current employer contribution rate do not change the amount of your previous pension payment.
- If your previous pension payment was calculated with a reduction for early ***Retirement***, each month of suspension will reverse one month of reduction for early ***Retirement***.
- Any contributions made to the Pension Fund on your behalf since your pension was last calculated will increase your benefit. This benefit amount will be adjusted for early ***Retirement*** if you are still under age 65, and for the form of benefit you have elected.

Death Benefits

What You Should Do

It's important to have updated beneficiary information on file at the SEIU Benefit Funds office before you retire. You cannot change your beneficiary after you retire.

Naming a Beneficiary

It is important to have updated beneficiary information before you retire. You may name or change your beneficiary by properly completing the beneficiary designation form that is available from the SEIU Benefit Funds office any time before you retire. Benefits will be paid only to the person (or legal entity) most recently and properly named by you. A beneficiary is properly designated when you complete and file a designation form with the SEIU Benefit Funds office. **You cannot change your beneficiary after you retire**.

If you are not married, you may designate any person or persons or legal entity (for example, a trust) as your beneficiary to receive any eligible death benefits—as long as you designate your beneficiary before you retire.

If you are married, you must designate your spouse as your beneficiary, unless you and your spouse sign the necessary waiver form and the signatures are witnessed by a notary public. Your spouse must state in writing that he or she waives the right to be the beneficiary. Your spouse may waive the right for a particular person (or legal entity) to be the beneficiary or may give you the right to name or change the beneficiary as you see fit. **You cannot change your beneficiary after you retire**.

If you are not married and name a beneficiary, and then later get married, the designation is invalid unless it names your new spouse. If you name your spouse as beneficiary and later divorce, the designation is invalid. In both cases, you must file a new form after the divorce or marriage, which can name your current or former spouse or anyone else, unless the designation is contrary to any ***Qualified Domestic Relations Order (QDRO)***.

If you do not name a beneficiary or your beneficiary dies first, any benefits payable under the Plan will be paid to:

- Your surviving spouse or ***Spousal Equivalent*** or, if none;
- Your surviving children (if deceased, your child's share goes to his or her children); or, if none
- Your natural surviving parent(s) or, if none;
- Your surviving brothers and sisters or, if none;
- Your estate.

Please remember that the age difference between you and your beneficiary determines how much your benefit will be reduced. For example, if your beneficiary is a child, your benefit will be reduced significantly.

Applying For Death Benefits

To apply for death benefits, your spouse, ***Spousal Equivalent*** or beneficiary should follow the instructions under the Pension Application Process (see page 16). When the SEIU Benefit Funds office has received the completed forms and any other required information, benefits will begin as soon as administratively possible.

What Your Beneficiary Should Do

It's important your beneficiary contacts the SEIU Benefit Funds office as soon as possible after your death.

If You Die Before Your Pension Payments Begin

If you are ***Vested*** but have not yet begun your pension, your surviving spouse or ***Spousal Equivalent***, provided you have been married, a partner in a civil union or registered as a domestic partner for at least one year before your death, will receive a lifetime survivor's pension calculated as a ***50% Spousal Pension***, with your spouse or ***Spousal Equivalent*** receiving 50% of your monthly pension amount.

If you are *Vested* and die, your surviving spouse, *Spousal Equivalent* or beneficiary may be eligible for death benefits.

Payment to Surviving Spouse

- **If you die after age 55**: The lifetime survivor's pension payments will begin on the first day of the month after the month in which you die (but no earlier than the month following receipt of your application), and include any adjustment for early ***Retirement***.
- **If you die before age 55**: The lifetime survivor's pension payments will generally begin on the first day of the month after you would have reached age 55 if you had lived, and include any adjustment for early ***Retirement***. Your spouse can also choose to begin receiving the payments as early as the first day of the month after the month in which you died (but no earlier than the month following receipt of your application), but the benefit will be actuarially reduced to take into account the fact that your spouse began receiving the benefit earlier.

Your surviving spouse may choose to defer the lifetime survivor's pension until a later date. However, your spouse cannot delay payments after December 31st of the year following the year in which you would have reached age 70½, or December 31st of the year following the year of your death if you die after reaching age 70½.

Payment to Surviving Spousal Equivalent

Federal law requires the lifetime survivor's pension paid to a non-spouse beneficiary, such as your ***Spousal Equivalent***, to start no later than the end of the calendar year immediately following the calendar year in which you die, regardless of your age at death. Your ***Spousal Equivalent*** can choose to begin receiving the payments as early as the first day of the month after the month in which you died (but no earlier than the month following receipt of your application). The benefit will be actuarially reduced if you die before age 55 to take in to account the fact that your ***Spousal Equivalent*** began receiving the benefit earlier.

You must apply for the benefit to be effective. To apply for death benefits, your ***Spousal Equivalent*** should follow the instructions under the Pension Application Process (see page 16).

If You Die After Your Pension Payments Begin

If you die after your pension begins, your spouse or beneficiary may be eligible to receive benefits. If you were receiving a ***50% Spousal Pension*** or a ***50% Joint and Survivor Pension*** form of payment, your surviving spouse or beneficiary will receive 50% of your monthly benefit for the remainder of his or her lifetime. If you were receiving a ***75% Spousal Pension*** form of payment, your surviving spouse or ***Spousal Equivalent*** will receive 75% of your monthly benefit for the remainder of his or her lifetime. If you were receiving a ***100% Spousal Pension*** form of payment, your surviving spouse or ***Spousal Equivalent*** will receive 100% of your monthly benefit for the remainder of his or her lifetime.

If you were receiving your pension benefit in the form of a ***Straight Life Annuity*** with the 60-month guarantee, and you did not receive your guaranteed amount of 60 times your accrued monthly benefit at ***Retirement*** (after adjustment for early ***Retirement*** and for the 60-month guarantee), your beneficiary will receive monthly payments until the balance of the guaranteed amount has been paid.

Important Reminders

It's important to remember that your Pension Plan benefits are designed to work with Social Security and your personal savings to provide you with income when you retire.

Social Security Benefits

There are a few facts about Social Security benefits that you should keep in mind when planning for ***Retirement***.

The government has gradually increased the "Full Retirement Age" for people born after 1937. "Full Retirement Age" is the age at which you can collect full ***Retirement*** benefits from Social Security without any reduction for early ***Retirement***. For example, if you were born in 1960 or later, full Social Security benefits will be payable to you at age 67; not age 65. So, if you are planning to retire before your "Full Retirement Age," you will receive a reduced Social Security benefit (unless you wait to receive Social Security). Also, no ***Retirement*** benefits are available from Social Security before age 62.

Social Security Full Retirement Age	
Year of Birth	**Full Retirement Age**
1937 or Earlier	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 – 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or Later	67

Social Security pays a higher percentage of income for retiring Participants at lower pay levels. However, to reach the 70% to 80% income replacement level that some experts recommend as a target for ***Retirement*** planning, you will need help from your personal savings and pension benefits. To estimate your Social Security benefit, you can go to the Social Security website and click on the "Estimate your retirement benefits" link. It will take you to the "Retirement Estimator" page (www.ssa.gov/estimator/). Follow the onscreen instructions to estimate your Social Security benefit.

Social Security benefits will not change your pension benefits. Your pension from this Plan is in addition to any benefits you or your spouse may receive from Social Security.

For more information, you can contact the Social Security Administration by:

- Calling (800) 772-1213; or
- Accessing the Social Security Administration website at www.ssa.gov.

Your Personal Savings

Once you have estimated the amount of income that Social Security and your pension benefits will provide for you at ***Retirement***, you can plan your personal savings to meet the balance of your ***Retirement*** needs. You may want to contact a financial advisor to help you plan for your ***Retirement***.

For More Information

If you have a question about your pension benefits or need more information, you may contact the Fund office by:

Calling toll free: (800) 458-1010

Writing to:

SEIU National Industry Pension Fund
11 Dupont Circle, NW
Suite 900
Washington, DC 20036

Administrative Information

Fund Trustees

Plan Name: SEIU National Industry Pension Fund

Plan Number: 001

Employer Identification Number: 52-6148540

Plan Year: January 1 – December 31

Type of Plan: The Service Employees International Union National Industry Pension Plan is a ***Retirement*** plan designed to provide income for you after you retire or become disabled, or for your survivors after you die. The Plan is a defined benefit plan, which means the Plan provides an amount of income determined from a benefit formula.

Legal Document: This booklet summarizes the written Pension Plan that is the legal document governing the SEIU National Industry Pension Fund. All of your rights and benefits are governed by the Pension Plan Document. If there are any differences between this booklet and the Pension Plan Document, the Pension Plan Document governs. You may examine the Pension Plan Document at the SEIU Benefit Funds office or obtain a copy for yourself for a reasonable copying charge.

Plan Sponsor/Plan Administrator: The Plan is sponsored and administered by a Board of Trustees. The Board of Trustees is responsible for setting policy, managing investments and administering the Plan in the interest of Plan Participants and beneficiaries. The Board of Trustees consists of employee and employer representatives. If you wish to contact the Board of Trustees, you may use the address below:

Board of Trustees
SEIU National Industry Pension Fund
11 Dupont Circle, NW
Suite 900
Washington, DC 20036
(202) 730-7500

It is the Plan Administrator's responsibility to see that questions are answered, that service and contribution records are maintained, that benefits are properly figured and paid promptly and that the Plan is operated in accordance with the legal documents governing it.

Agent for Service of Legal Process: The Plan's agent for service of legal process is:

Eunice Washington
Executive Director of Benefits
SEIU Benefit Funds
11 Dupont Circle, NW
Suite 900
Washington, DC 20036

Service of legal process may also be made on another Plan Trustee or the Board of Trustees at the address shown above.

Funding of the Plan: Participating employers pay the entire cost of the Plan by making contributions to the Fund. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements.

Collective Bargaining Agreements: The Plan is maintained pursuant to collective bargaining agreements. You can obtain a copy of the collective bargaining agreement under which you are covered from your Local Union. On written request to the SEIU Benefit Funds office, you may obtain a copy of your collective bargaining agreement, a list of the employers sponsoring the Plan and information as to whether a particular employer participates in the Plan and if so, the employer's address. Your collective bargaining agreement, as well as other documents under which the Plan is maintained, are available for inspection at the SEIU Benefit Funds office.

Pension Trust Assets and Reserves: The employer contributions are held in a Trust and invested by the Board of Trustees and professional investment managers chosen by the Trustees. Pension Plan assets, including any investment earnings, are used to pay benefits and administrative expenses.

Assignment of Benefits: This Plan is intended to pay benefits only to you or your eligible survivors. Your benefits cannot be used as collateral for loans or assigned in any other way, except in connection with domestic relations orders issued by a court of law, or in certain situations in which a plan fiduciary commits a breach of fiduciary duty and is also a Participant in the Plan. A domestic relations order requires payment of alimony, child support or other marital assets, which could include all or a portion of your benefit from this Plan, to a spouse, former spouse, child or other dependent. You will be notified if such an order is received with respect to your benefits.

No Guarantee of Employment: Your participation in the Plan is not a guarantee of your continuing employment.

Maximum Pensions: The Internal Revenue Service has established a maximum monthly pension that anyone can receive from a plan. While the maximum is quite high and will rarely apply, it is stated in the Plan's legal document. You will be contacted at ***Retirement*** if the maximum affects you.

Authority of the Trustees; Discretion Regarding Benefits: Under the Trust Agreement creating the Pension Fund and the terms of the Pension Plan Document, the Trustees or persons acting for them, such as a claim review committee, have sole authority to make final determinations regarding any application for benefits. The Trustees also have sole authority over the interpretation of the Pension Plan, the Trust Agreement and any administrative rules adopted by the Trustees.

Benefits under this Plan will be paid only when the Board of Trustees (or persons delegated by them) decides, in the Trustees' sole discretion, that the Participant or beneficiary is entitled to benefits under the terms of the Plan. The Trustees' decisions in such matters are final and binding on all persons dealing with the Pension Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the parties to the Trust, and the Pension Plan provides that the Trustees' decision is to be upheld unless it is determined to be arbitrary or capricious.

Except as limited by federal law, the Trustees have the authority to increase, decrease or change benefits, eligibility rules or other provisions of the Pension Plan as they may determine to be in the best interests of Plan Participants and beneficiaries. They also have authority to terminate the Plan at any time.

Only the Board of Trustees is authorized to speak for or make commitments on behalf of the Plan. Representatives of the Union or any employer are not authorized to speak for the Plan.

The Pension Plan is maintained for the exclusive benefit of the Plan's Participants and their beneficiaries. All rights and benefits granted under the Plan are legally enforceable.

Plan Amendment and Termination: The Board of Trustees intends to continue the Pension Plan indefinitely, although it reserves the right to change or end the Plan at any time. The Board of Trustees may change or end the Plan by majority vote at a meeting of the Board of Trustees held for that purpose. You will receive notice if the Plan is changed or ended. The Plan would end automatically if every employer withdraws from the Plan as defined by law.

If the Plan ends, 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 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. 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.

Insured 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:

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

The PBGC guarantee generally does not cover:

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

PBGC's Technical Assistance Division
1200 K Street, NW
Suite 930
Washington, DC 20005-4026

You may also call the PBGC at (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (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 www.pbgc.gov.

Your ERISA Rights

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

Receive Information about Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan. These include insurance contracts and Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's Annual Funding Notice. The Plan Administrator is required by law to furnish each Participant with a copy of this Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension at ***Normal Retirement Age*** (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 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the 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 that is denied or ignored, in whole or in part, 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 it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. Notwithstanding the foregoing, no legal proceeding may be filed in any court or before any administrative agency against the Fund, Plan or its Trustees unless all of the Plan's review procedures have been exhausted.

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 the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

You may also find answers to your Plan questions by contacting EBSA:

- Call (866) 444-3272;
- Send electronic inquiries to www.askebsa.dol.gov; or
- Visit EBSA's website at www.dol.gov/ebsa.

Appendix A: Special Rules for Groups That Joined This Plan Because of Plan Mergers

Over the years, several pension plans have merged with this Plan. The following describes the impact of mergers on the calculation of your benefits if you belong to a group that came into this Plan because of a merger.

Your accrued benefit in this Plan will never be less than your accrued benefit from your prior plan as of the date of the merger. In general, if you were a participant in a plan that merged with the National Industry Pension Fund, but have no service with National Industry Pension Fund after the merger, your benefits are determined according to the rules of your old plan prior to the merger.

The following sections describe the effect of particular mergers on the calculation of your benefits.

Building Service Employees Pension Plan

The Building Service Employees Pension Plan (BSEPP) merged with this Plan as of May 1, 1994. If you belong to a group that entered this Plan because of the merger on that date, your benefit is modified as follows:

- **Pre-merger benefit:** Generally your BSEPP ***Future Service*** benefit as of the merger date is 2.25% of contributions made on your behalf through April 30, 1994, and your BSEPP ***Past Service*** benefit is $2.25 for each year of BSEPP ***Past Service*** (the ***Past Service*** benefit may be somewhat higher for groups that were in the Plan prior to 1975). In addition, your BSEPP benefit as of the merger date (including both ***Past Service*** under BSEPP and ***Future Service*** under BSEPP) is increased by 40.8%.
- **Contribution Formula:** Your benefit under the Contribution Formula is the above amount plus the regular National Industry Pension Fund Contribution Formula applied to all contributions after the merger date. If you are eligible for the National Industry Pension Fund's 5.75% or 7.35% supplement, this supplement is also calculated on pre-merger benefit amounts.
- **Benefit Table Formula:** Your benefit under the Benefit Table Formula is the sum of the following:
  - Your pre-merger benefit as calculated above plus an adjustment to this amount for the increase in your ***Applicable Average Contribution Rate*** between the merger and December 31, 2007. This adjustment is as follows:
    - Your final contribution at the merger date is generally the average contribution rate for your highest 1,800 hours from October 1, 1992 through April 30, 1994.
  - The percentage increase between the above rate and your ***Applicable Average Contribution Rate*** at December 31, 2007 is determined.
    - This percentage increase is multiplied by .725.
    - The resulting percentage is applied to increase your pre-merger benefit.

- The regular National Industry Pension Fund Benefit Table Formula applies to all service after April 30, 1994 through December 31, 2007. (Please note: If you have an accrued BSEPP benefit as of the merger date, the maximum number of post-merger ***Pension Credits*** that will be used in your calculation will be 24.)
- If you are eligible for the National Industry Pension Fund's 5.75% or 7.35% supplement, this supplement is calculated on pre-merger benefit amounts.

Medicare Supplement: This benefit applies to employees who were BSEPP participants as of May 1, 1994, or who have since become Participants of this Plan and have accumulated a specified amount (described below) of vesting service with a former BSEPP contributing employer through December 31, 2004, and retired effective on or before December 31, 2009 (on or before March 1, 2010 if you retired directly from active status). This benefit helps you pay for the cost of Medicare Part B coverage, and is paid as follows:

- The Medicare Supplement is paid each month you receive a monthly pension benefit under this Plan, you are age 65 or older (even if you retired before age 65) and you are enrolled in Medicare Part B. It is payable only to you and not to your spouse or beneficiary after your death.
- The maximum Medicare Supplement is $54. If you were ***Vested*** as of April 30, 1994 or earned ten ***Vesting Credits*** as of December 31, 2004, you will receive the full $54 each month you receive a pension check.
- If you were not ***Vested*** as of April 30, 1994, and did not earn ten ***Vesting Credits*** as of December 31, 2004, the monthly amount you will receive depends on the number of ***Vesting Credits*** you have earned as of December 31, 2004, as shown in the table below. Service after 2004 does not count toward eligibility for this benefit.

Medicare Supplement Benefit	
Number of Vesting Credits Required Through December 31, 2004	**Medicare Supplement Amount**
Less Than 5	0
5	$27.00
5½	$29.70
6	$32.40
6½	$35.10
7	$37.80
7½	$40.50
8	$43.20
8½	$45.90
9	$48.60
9½	$51.30
10	$54.00

Detroit Window Cleaning Division, Service Employees Local 79 Pension Fund

The Detroit Window Cleaning Division, Service Employees Local 79 Pension Fund merged with this Plan on January 1, 1984. If you became a Participant of this Plan because of the merger on that date, your accrued benefit will be the greater of the following:

- The Benefit Table Formula based on your pre-merger and post-merger service; or
- Your accrued benefit at merger, plus the Contributions Formula benefit using post-merger contributions.

Jewelry Workers Division Pension Plan

The Jewelry Workers Division, SEIU, AFL-CIO Pension Plan merged with this Plan on January 1, 1984. If you became a Participant of this Plan because of the merger and you were an active participant in the Jewelry Workers plan during 1983, your accrued benefits will be the greater of the accrued benefit under the regular rules of this Plan for all pre-merger and post-merger service, or the accrued benefit described below:

- Total contributions for ***Future Service*** for all years under both plans, multiplied by 1.76% (1.75% for contributions after December 31, 2009), plus
- A ***Past Service*** benefit, determined as follows:
  - The number of years of ***Past Service***;
  - Multiply this amount by the ratio of total contributions for ***Future Service*** for all years under both plans divided by all years of ***Future Service*** under both plans;
  - Multiply this result by 1.76% (a lower percentage applies if contributions were made on fewer than 72 months of service prior to your ***Retirement***).

Local 189 Service Employees Miscellaneous Pension Plan

The Local 189 Service Employees Miscellaneous Pension Plan merged with this Plan on July 1, 1997. If you became a Participant of this Plan because of the merger on that date, your accrued benefit will be the greater of the following:

- Your accrued benefit under the old plan as of the merger date plus your National Industry Pension Fund Contribution Formula benefit for service after the merger; or
- The National Industry Pension Fund Benefit Table Formula using service before and after the merger through 2007 (plus the Contribution Formula thereafter).

Pension Plan for Service Employees of Michigan Race Tracks

The Pension Plan for Service Employees of Michigan Race Tracks merged with this Plan on April 1, 2000. If you participated in the Pension Plan for Service Employees of Michigan Race Tracks, the 7.35% supplement as described in the National Industry Pension Fund Pension Plan only applies to service and contributions beginning January 1, 2000 through December 31, 2003. Also, your pre-merger service does not count toward satisfying the ***Rule of 80*** (if you retired on or before December 31, 2009 and are eligible for the ***Rule of 80***). Otherwise, your benefit is calculated under the regular National Industry Pension Fund rules. ***Disability Pensions*** require a date of disability after the merger.

Pittsburgh Building Employees Pension Plan

The Pittsburgh Building Employee's Pension Fund merged with the Plan on January 1, 1991. If you became a Participant of this Plan because of the Pittsburgh Building Employees' Pension Plan merger with the Plan, your accrued benefit will be the greater of:

- Your accrued benefit under the Pittsburgh plan as of December 31, 1990, plus the amount determined under the National Industry Pension Fund for years of service after 1990, using the National Industry Pension Fund Benefit Table Formula for benefits earned through 2007 plus the Contribution Formula for benefits earned thereafter; or
- If, as of January 1, 1991, you reached at least age 50 or had at least 25 years of credited service, your accrued benefit under the Pittsburgh plan as of December 31, 1990 plus 2% of all contributions made on your behalf after December 31, 1990 (1.75% for contributions after December 31, 2009); or
- Your benefit under the regular National Industry Pension Fund Contribution Formula based upon all contributions made on your behalf for all periods of service, before and after the merger, except for service lost due to a ***Permanent Break-in-Service***; or
- If one or more hours of contributions were made to this Plan on your behalf for work on or after January 1, 1997, your benefit using the National Industry Pension Fund rules for service earned under this Plan and the Pittsburgh Plan, using the National Industry Pension Fund Benefit Table Formula for benefits earned through 2007.

Retirement Plan of Service Employees Local 189

The Retirement Plan of Service Employees Local 189 merged with this Plan on July 1, 1997. If you became a Participant of this Plan because of the merger on that date, your accrued benefit will be the greater of the following:

$72 for each year of service prior to the merger plus your National Industry Pension Fund Contribution Formula benefit for service after the merger; or

The National Industry Pension Fund Benefit Table Formula using service before and after the merger through 2007 (plus the Contribution Formula thereafter).

St. Moritz Building Services Employees Pension Plan

The St. Moritz Building Service Employees' Pension Plan merged with this Plan on December 1, 1995. If you became a Participant of this Plan because of the merger on that date, the following rules apply to you:

- St. Moritz plan rules for vesting service before January 1, 1995; and
- St. Moritz plan rules for service credit for benefit accruals before July 1, 1989.

After the dates shown, the service and vesting rules of this Plan apply. Your credited service under the St. Moritz plan before July 1, 1989 is transferred to this Plan as ***Future Service***.

Your benefit will be the greater of:

- Your years of ***Future Service Pension Credit*** under both this Plan and the St. Moritz plan, using the regular rules of the National Industry Pension Fund Benefit Table Formula for service through 2007 plus the Contribution Formula for benefits earned thereafter. However, you must receive at least $9.50 in monthly benefits for each year of service with the St. Moritz plan for years before July 1, 1989; or
- Your benefit under the regular National Industry Pension Fund Contribution Formula for contributions made on your behalf only to this Plan (after July 1, 1989).

Service Employees International Union Local 49 Pension Plan

The Service Employees International Union Local 49 Pension Plan merged with this Plan on June 1, 2003. If you became a Participant of this Plan because of the merger on that date, the following rules apply to you:

- Your accrued benefit is your pre-merger benefit plus your benefit accrued using regular Plan rules for service from June 1, 2003 forward;
- Your pre-merger service with the Local 49 Plan does not count toward satisfying the ***Rule of 80*** in the National Industry Pension Fund;
- Your benefit will be no less than your benefit as of June 1, 2003 using the applicable optional form factors of the prior plan;
- The ***Single Life Annuity*** option in the prior plan came with the additional option of a 60-, 120-month or 180-month guarantee on benefit payments, after reduction of the payments to pay for the guarantee. The National Industry Pension Fund ***Single Life Annuity*** provides a 60-month guarantee option.

Window Cleaners, Local 48 Cleaning Contractors Pension Plan

The Window Cleaners, Local 48 Cleaning Contractors Pension Plan merged with this Plan on January 1, 1984. If you became a Participant of this Plan because of the merger on that date, your accrued benefit will be the greater of the following:

- The Benefit Table Formula based on your pre-merger and post-merger service; or
- Your accrued benefit at merger, plus the Contributions Formula benefit using post-merger contributions.

Appendix B: Benefit Table Formula (Benefits at Various Contribution Rates)

Note: The Benefit Table Formula applies only to service prior to 2008.

BENEFIT TABLE FORMULA – MONTHLY BENEFITS

(Benefits at some contribution rates are shown in the table on the next page. Amounts in between those shown are calculated proportionally.)

Future and Past Service Monthly Benefit Table							
Applicable Average Contribution Rate	For Service After 2004 and Prior to 2008 For Each Year of Future Service Pension Credit	For Service Prior to 2005 For Each Year of Future Service Pension Credit (and for PSBL=1)	For Each Year of Past Service Pension Credit For Groups Entering Prior to 2005 Past Service Benefit Level (PSBL) =				
			2	3	4	5	6
$0.05	$2.01	$2.23	$1.83	$1.43	$1.03	$0.63	$0.31
$0.10	$4.02	$4.47	$3.66	$2.86	$2.06	$1.25	$0.63
$0.15	$6.03	$6.70	$5.50	$4.29	$3.08	$1.88	$0.94
$0.20	$8.05	$8.94	$7.33	$5.72	$4.11	$2.50	$1.25
$0.25	$9.92	$11.02	$9.04	$7.05	$5.07	$3.09	$1.54
$0.30	$11.80	$13.11	$10.75	$8.39	$6.03	$3.67	$1.84
$0.35	$13.67	$15.19	$12.46	$9.72	$6.99	$4.25	$2.13
$0.40	$15.55	$17.28	$14.17	$11.06	$7.95	$4.84	$2.42
$0.45	$17.29	$19.21	$15.76	$12.30	$8.84	$5.38	$2.69
$0.50	$19.04	$21.15	$17.34	$13.54	$9.73	$5.92	$2.96
$0.55	$20.78	$23.09	$18.93	$14.78	$10.62	$6.46	$3.23
$0.60	$22.52	$25.02	$20.52	$16.02	$11.51	$7.01	$3.50
$0.65	$24.13	$26.81	$21.98	$17.16	$12.33	$7.51	$3.75
$0.70	$25.74	$28.60	$23.45	$18.30	$13.16	$8.01	$4.00
$0.75	$27.35	$30.39	$24.92	$19.45	$13.98	$8.51	$4.25
$0.80	$28.95	$32.17	$26.38	$20.59	$14.80	$9.01	$4.50
$0.90	$31.91	$35.45	$29.07	$22.69	$16.31	$9.93	$4.96
$1.00	$34.86	$38.73	$31.76	$24.79	$17.81	$10.84	$5.42
$1.10	$37.54	$41.71	$34.20	$26.69	$19.18	$11.68	$5.84
$1.20	$40.21	$44.68	$36.64	$28.60	$20.55	$12.51	$6.26
$1.30	$42.89	$47.66	$39.08	$30.50	$21.93	$13.35	$6.67
$1.40	$45.58	$50.64	$41.53	$32.41	$23.30	$14.18	$7.09
$1.50	$48.26	$53.62	$43.97	$34.32	$24.67	$15.01	$7.51
$1.60	$50.94	$56.60	$46.41	$36.22	$26.04	$15.85	$7.92
$1.80	$56.30	$62.56	$51.30	$40.04	$28.78	$17.52	$8.76
$2.00	$61.67	$68.52	$56.18	$43.85	$31.52	$19.18	$9.59
$2.20	$67.02	$74.47	$61.07	$47.66	$34.26	$20.85	$10.43
$2.40	$72.39	$80.43	$65.95	$51.48	$37.00	$22.52	$11.26
$2.60	$77.75	$86.39	$70.84	$55.29	$39.74	$24.19	$12.09
$2.80	$83.12	$92.35	$75.73	$59.10	$42.48	$25.86	$12.93
$3.00	$88.48	$98.31	$80.61	$62.92	$45.22	$27.53	$13.76
$3.20	$93.83	$104.26	$85.50	$66.73	$47.96	$29.19	$14.60
$3.40	$99.20	$110.22	$90.38	$70.54	$50.70	$30.86	$15.43
$3.60	$104.56	$116.18	$95.27	$74.36	$53.44	$32.53	$16.27
$3.80	$109.93	$122.14	$100.15	$78.17	$56.18	$34.20	$17.10
$4.00	$115.29	$128.10	$105.04	$81.98	$58.92	$35.87	$17.93
$4.20	$120.65	$134.05	$109.92	$85.79	$61.66	$37.54	$18.77
$4.40	$126.01	$140.01	$114.81	$89.61	$64.41	$39.20	$19.60
$4.60	$131.37	$145.97	$119.70	$93.42	$67.15	$40.87	$20.44
$4.80	$136.74	$151.93	$124.58	$97.23	$69.89	$42.54	$21.27
$5.00	$142.10	$157.89	$129.47	$101.05	$72.63	$44.21	$22.10

Notes:

1. Benefit for service earned in 2005 through 2007 is 90% of the amount for ***Future Service*** earned before 2005.
2. ***Past Service Benefit Levels*** are applicable only to service in groups that joined the Plan before 2005 (see page 10). For groups that join after 2004, the ***Past Service*** benefit amount is limited to 50% of the contribution rate during the new group's collective bargaining agreement in effect at entry, multiplied by up to two years of ***Past Service***.
3. For benefit calculation purposes, the maximum amount of total ***Pension Credits*** (***Future Service*** + ***Past Service Pension Credits***) is 25.
4. For average contribution rates in between those shown on the above table, the benefit amount is calculated proportionally. For example, the benefit amounts for an average contribution rate of \$0.47 could be calculated from the amounts at \$0.45 and \$0.50 as follows:
   a. The difference between the \$0.50 and the \$0.45 average contribution rate shown above is \$0.05.
   b. The difference between \$0.47 and \$0.45 is \$0.02, which is 40% of \$0.05.
   c. The benefit amount at \$0.47 is the amount at \$0.45 plus 40% of the difference between \$0.45 and \$0.50.
   d. For example, for ***Future Service*** before 2005, the benefit amount at \$0.47 is:

      \$21.15 - \$19.21 = \$1.94
      40% X \$1.94 = \$0.78
      \$19.21 + \$0.78 = \$19.99.

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