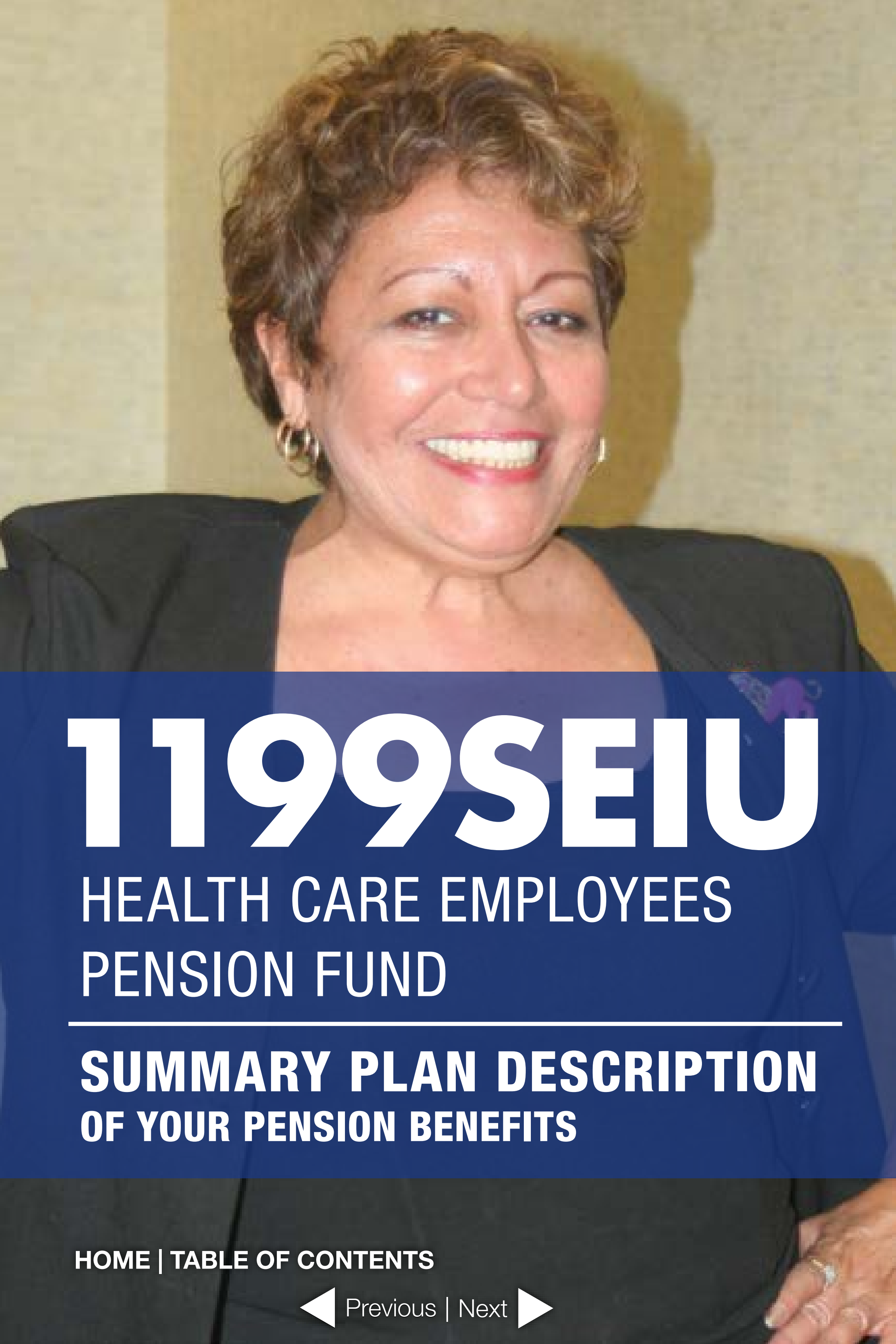


1199SEIU

HEALTH CARE EMPLOYEES PENSION FUND

SUMMARY PLAN DESCRIPTION

OF YOUR PENSION BENEFITS

December 2023

Dear Pension Fund Participants and Retirees:

This updated booklet contains a Summary Plan Description ("SPD") of your Pension Plan, as well as a copy of the Plan Document for the 1199SEIU Health Care Employees Pension Fund (the "Plan" or "Pension Fund"). It can help you plan and prepare for Retirement.

If you have any questions about the Pension Plan and how it affects you, please feel free to make an appointment with a Pension Fund Counselor. When you do, it's important to make your appointment at least three to six months before you plan to Retire. Your Pension Fund Counselor will explain your pension benefits and options and help you through the application process.

This **SPD** is a non-technical explanation of your pension benefits. It is written to make it easier for you to understand your rights and responsibilities under the Plan Document and related Trust Agreement. However, it may not provide you with all of the details of the Plan's rules and regulations, nor does it modify, change or otherwise interpret the terms of the Plan Document. Any words that have an initial capital letter are defined terms and appear in Section XII under the heading "Key Terms and Definitions."

Telephone conversations and other oral statements can easily be misunderstood. Therefore, you should rely on the information provided in the SPD and Plan Document rather than any oral explanation of the Plan's provisions. Your rights and duties under the Plan are determined solely by referring to the Plan Document and Trust Agreement, as amended.

In case of any ambiguity or conflict, the provisions of the Plan Document and Trust Agreement—not those of this SPD—are controlling and will govern your rights and responsibilities under the Plan in all cases. Please note that the Board of Trustees has full and final discretion and authority to determine eligibility, coverage and benefits, and to amend, interpret and apply the Plan from time to time. When you stop working in Covered Employment, your rights and benefits will be determined by the terms of the Plan in effect at that time.

The Plan is effective as of January 1, 1991, as amended through December 2023. If you Retired or separated from service before December 2023, you should refer to the Plan and SPD in effect at the time of your Retirement or separation from service.

Since the Plan Document or Trust Agreement may be modified from time to time, you should contact the Pension Fund or check the Pension Fund's website at www.1199SEIUBenefits.org to make sure you are referring to the most current SPD.

If you have any questions, or if you want to make an appointment with a Pension Fund Counselor, call (646) 473-8666. Outside New York City, please call (800) 575-7771.

The Board of Trustees

NEED HELP WITH THE SUMMARY PLAN DESCRIPTION (“SPD”)?

This SPD contains a summary in English of your Plan rights and benefits under the 1199SEIU Health Care Employees Pension Fund.

If you have difficulty understanding any part of this SPD, call the Pension Fund at (646) 473-8666, from 8:00 am to 6:00 pm, Monday through Friday, or you may visit the Pension Fund from 8:00 am to 5:00 pm, Monday through Friday, at our New York City office: **498 7th Avenue, New York, NY 10018.** For assistance outside New York City, please call (800) 575-7771.

¿NECESITA AYUDA CON EL SUMARIO DE DESCRIPCIÓN DEL PLAN?

Este folleto es un sumario en inglés de sus derechos y beneficios bajo el Fondo Nacional de Beneficios de la 1199SEIU.

Si usted no entiende este sumario y necesita ayuda, llame al Fondo de Pensiones al (646) 473-8666, de 8:00 am a 6:00 pm, de lunes a viernes, o puede visitar el Fondo de Pensiones de 8:00 am a 5:00 pm, de lunes a viernes, a **498 7th Avenue, New York, NY 10018.** Para recibir ayuda fuera de la ciudad de Nueva York, llame al (800) 575-7771.

CONTACT THE PENSION FUND

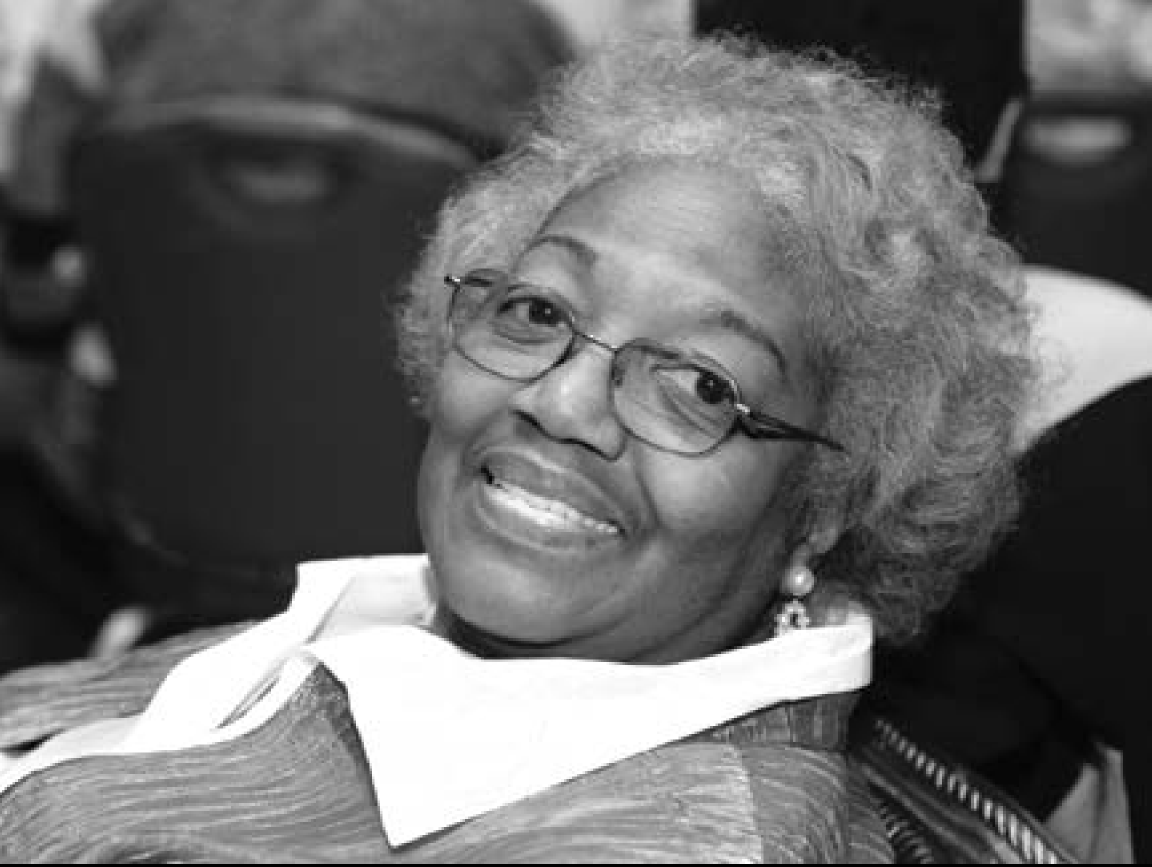
Call (646) 473-8666 to speak with a Pension Fund Representative or to schedule an appointment with a Pension Fund Counselor. Outside New York City, please call (800) 575-7771.

VISIT A WALK-IN MEMBER SERVICES CENTER

Manhattan	498 7th Avenue, 3rd Floor New York, NY 10018 Pension Member Services: Monday through Friday, 8:00 am to 5:00 pm Or call for an appointment: (646) 473-8666
Bronx	2501 Grand Concourse, 3rd Floor Bronx, NY 10468 Monday through Friday, 9:00 am to 5:00 pm Pension Member Services: Third Thursday of each month, 10:00 am to 5:00 pm Or call for an appointment: (718) 561-0234
Queens	97-30 64th Road Rego Park, NY 11374 Monday through Friday, 9:00 am to 5:00 pm Pension Member Services: Third Thursday of each month, 10:00 am to 4:00 pm Or call for an appointment: (646) 473-8565
Brooklyn	25 Elm Place, 1st Floor Brooklyn, NY 11201 Monday through Friday, 9:00 am to 5:00 pm Pension Member Services: Third Thursday of each month, 10:00 am to 4:00 pm Or call for an appointment: (718) 797-2109

Staten Island	790 Port Richmond Avenue Staten Island, NY 10302 Monday through Thursday, 8:00 am to 7:00 pm Friday, 8:00 am to 4:00 pm Pension Member Services: Every Wednesday and the first and third Thursdays of each month, 10:00 am to 4:00 pm Or call for an appointment: (718) 448-7482
Long Island	100 Duffy Avenue, 3rd Floor Hicksville, NY 11801 Monday through Friday, 9:00 am to 5:00 pm Pension Member Services: Monday through Friday, 8:30 am to 4:30 pm Or call for an appointment: (516) 229-6700
Westchester	Berkeley College Building 99 Church Street, 4th Floor White Plains, NY 10601 Monday, Wednesday and Thursday, 9:00 am to 5:00 pm Pension Member Services: Monday through Friday, 9:00 am to 5:00 pm Or call for an appointment: (914) 997-2822

TABLE OF CONTENTS



OVERVIEW OF YOUR PENSION PLAN

This Overview is a short summary of the Pension Plan to provide you with an easy reference, but you must read the provisions below and the underlying details of the Plan Document and this summary. If there is any conflict between the Overview and/or this SPD and the Plan Document, the terms and provisions of the Plan Document and Trust Agreement shall govern any interpretation of the terms of these documents.

OVERVIEW OF YOUR PENSION PLAN	
Becoming a Participant (see Section I)	• Covered by a Collective Bargaining Agreement between 1199SEIU Healthcare Workers East and your Employer or a Participation Agreement • Starts automatically on the date when your Employer is required to make contributions to the Pension Fund on your behalf
Earning Your Pension (see Section II)	• Five Years of Vesting Service and/or Credited Service is required if you stopped working for a Contributing Employer on or after June 30, 1989 • Ten Years of Vesting Service and/or Credited Service is required if you stopped working for a Contributing Employer from January 1, 1975, through June 30, 1989
Getting Your Normal Retirement Pension (see Section IV.A)	• Normal Retirement at age 65 or older
Getting Your Early Retirement Pension (see Section IV.B)	• Early Retirement from ages 55 through 64 if you are Vested; pension benefit may be unreduced or reduced » **Unreduced (or full) Pension:** – If your last Hour of Vesting Service and/or Credited Service was on or after July 1, 1998, and you were born before July 1, 1959, your early retirement pension benefit is **unreduced** if, while working in Covered Employment, you reach age 62 or older and have 20 or more Years of Credited and/or Vesting Service.

Getting Your Early Retirement Pension (see Section IV.B) (continued)	– If your last Hour of Vesting Service and/or Credited Service was on or after July 1, 1998, and you were born on or after July 1, 1959, your early retirement pension benefit is **unreduced** if, while working in Covered Employment, you reach age 62½ or older and have 25 or more Years of Credited and/or Vesting Service; or » **Reduced Pension:** – If you do not meet the requirements for an unreduced pension, your early retirement pension benefit is **reduced**.
Getting Your Disability Pension (see Section IV.C)	• Disability pension benefit starts at any age up to your normal retirement date and continues until your normal retirement date (or the date you are no longer disabled, whichever happens first), if *all* of the following apply: » You were Vested when you became Totally and Permanently Disabled; » Your Total and Permanent Disability is confirmed by your approval for disability benefits by the Social Security Administration and you continue to be eligible for these benefits; » The condition or event giving rise to your Total and Permanent Disability occurred on or before your last day working in Covered Employment; and » Your Covered Employment terminated as a result of that condition or event.

Pension Payment Options (see Section VI)	• Options for paying benefits to you, your Spouse or your Beneficiary if you die after you Retire: » Straight Life Pension with No Survivor » Joint and 100% Survivor » Joint and 75% Survivor » Joint and 50% Survivor » Life and 60-Month Certain » Life and 120-Month Certain
If You Die Before You Retire (see Section VII)	• If your last day of work in Covered Employment was on or after August 23, 1984, and you die before your pension starts, but after you become Vested, your surviving Spouse may qualify for a survivor benefit (special rules apply if your last day of work in a Covered Job Category was before August 23, 1984) • The pre-retirement survivor benefit is for married Participants only
Borrowing from the Plan (see Section VIII)	• The Plan allows Vested Participants to borrow a limited amount of money to purchase or refinance a primary residence
Who Pays for the Plan (see Section XI.A)	• Contributing Employers pay the full cost through contributions negotiated by your Union • You are neither required nor permitted to contribute to the Plan
Who Administers the Plan (see Section XI.A)	• The Plan is administered by a Board of Trustees (referred to in this SPD as the "Plan Administrator") made up of equal numbers of Union-designated Trustees and Employer-designated Trustees

SECTION I—PARTICIPATION

SECTION I
PARTICIPATION

This section summarizes the rules that govern joining and participating in the Plan.

You are covered by the 1199SEIU Health Care Employees Pension Fund (the "Pension Fund") if you are an Employee working under a Collective Bargaining Agreement between a Contributing Employer and 1199SEIU United Healthcare Workers East (the "Union") providing for contributions on your behalf to this Pension Fund. When this SPD refers to "you," it assumes you are a Participant covered by this Pension Fund.

A **Contributing Employer** is any Employer that is required by a written agreement with the Union or the Pension Fund to contribute to the Pension Fund on behalf of its Employees in the Employer's bargaining unit.

You also become a Participant if you are an Employee of the Union or the 1199SEIU Funds and related organizations sponsored by the Union if contributions are required to be made on your behalf by a written agreement or written Pension Fund policy.

WHEN PARTICIPATION STARTS

You become a Participant in the Plan on the first day on which a Contributing Employer is required to make contributions to the Trust Fund on your behalf. If you are disabled, have applied for disability benefits and are determined to be eligible for weekly disability benefits, you are considered "employed" for the duration of the weekly disability benefits. This means that your participation will still begin as of the first day on which a Contributing Employer becomes required to make contributions to the Pension Fund on behalf of the Employer's bargaining unit. However, during any periods for which no contributions are required by the Contributing Employer in accordance with a resolution adopted or an action taken by the Trustees, an Employee shall become a Participant as determined by the resolution or action of the Trustees.

Once your participation starts, you will remain a Participant until participation ceases (see Section III). It also continues in each of the following circumstances:

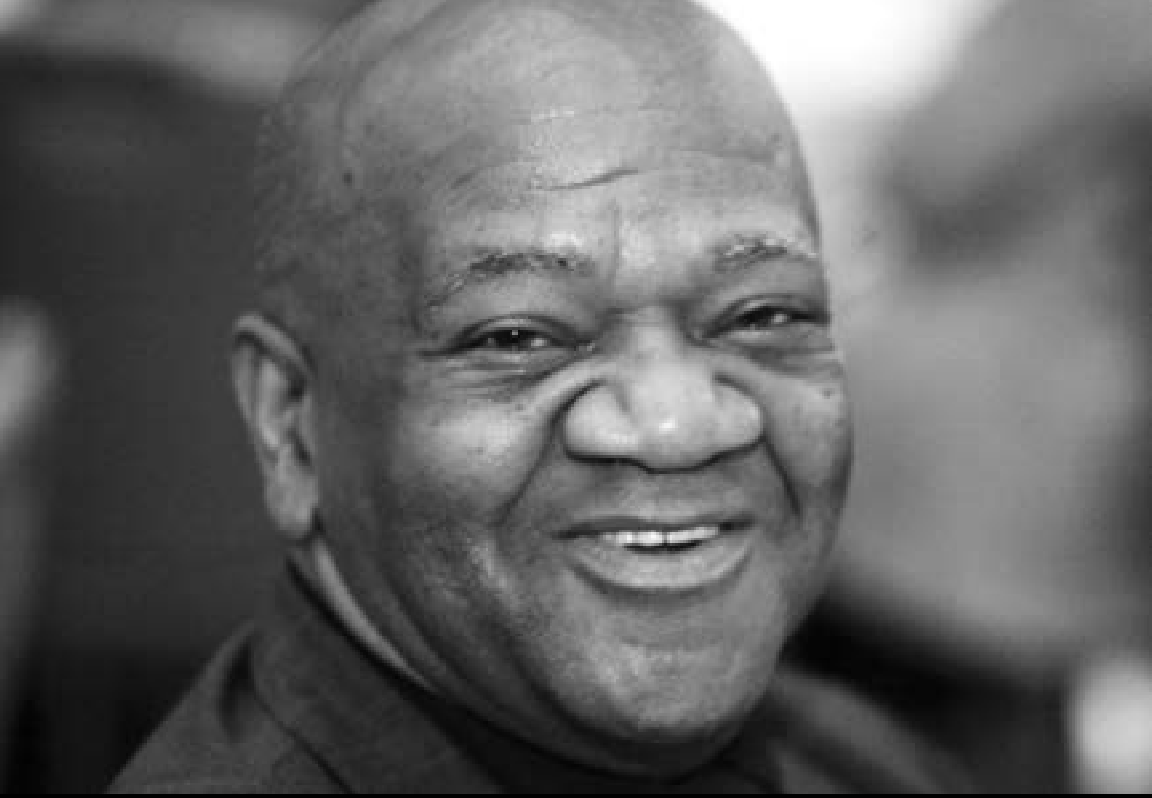
- While you are working for a Contributing Employer in other than Covered Employment if you do not quit, are discharged or Retire between your Covered Employment and the non-Covered Employment;
- During an Approved Absence, including an absence for Qualified Military Service; and
- While you are receiving weekly disability benefits from the 1199SEIU National Benefit Fund or Workers' Compensation payments up to a maximum of 26 weeks. Please refer to the 1199SEIU National Benefit Fund Summary Plan Description for the terms and conditions governing such benefits.

KEEPING THE 1199SEIU PENSION FUND INFORMED

To make sure you are receiving important information from the Pension Fund, you should fill out an **Enrollment Form** and send it to the 1199SEIU Benefit and Pension Funds. Remember, the 1199SEIU Benefit and Pension Funds must be notified whenever you or your Spouse:

- Have a name change;
- Get married, separated or divorced;
- Get a new postal address, phone number or email address;
- Change Employers;
- Stop working for Contributing Employers; or
- Die.

For more information, see Section III – If You Stop Working in Covered Employment.



SECTION II—EARNING YOUR PENSION

SECTION II
EARNING YOUR PENSION: HOW YOUR SERVICE COUNTS UNDER THE PLAN

Your employment counts two ways under the Plan: toward Vesting and toward Credited Service for pension calculation purposes.

Vesting refers to your entitlement to pension benefits, especially if you leave Covered Employment before you actually Retire. Once you are "Vested," it means that you have a guaranteed right to receive a pension once the other requirements (such as Retirement age and submitting an application) are met, even if you stop working for a Contributing Employer.

Credited Service is used to calculate the amount of your monthly pension benefit. It is also used to determine your eligibility for benefits. Depending on the time period during which you earn it, "Credited Service" is classified as either **Credited Future Service or Credited Past Service.**

SECTION II.A
VESTING

You have the guaranteed right to a pension after you become Vested. Once you are Vested in the Plan, you may begin to collect pension benefits if you qualify for a disability pension, or when you choose to Retire any time after age 55. There are three ways to become Vested:

- By earning the required number of Years of Vesting Service, which you may do by working for one or more Contributing Employers. Earning Vesting Service is described in detail later in this section;
- By earning the required number of Years of Credited Service, which you may do by working for one or more Contributing Employers. Earning Credited Service is described in greater detail in Section II.B; or
- By reaching age 65 or older while working in Covered Employment.

EARNING VESTING SERVICE

For years of participation, after January 1, 1976, you will receive ***one Year of Vesting Service*** if you earn 1,000 or more Hours of Vesting Service in a calendar year. You earn 190 Hours of Vesting Service for any month in which you work at least one Hour of Vesting Service. So, if you work at least one Hour of Vesting Service for each of six months in a calendar year, you will earn one Year of Vesting Service. You can also continue to earn Vesting Service:

- During Qualified Military Service;
- When you are receiving disability benefits from the 1199SEIU National Benefit Fund or Workers' Compensation payments up to a maximum of 26 weeks; or
- When you work under a Plan with a Reciprocity Agreement with the Pension Fund, or after you are promoted or change jobs (as described in the following pages).

The Years of Vesting Service for periods before January 1, 1976, are equal to the Years of Credited Service before that date.

Being "Vested" means you are entitled to receive a pension, even if you leave the industry before you actually Retire.

Five Years of Vesting Service is required to be Vested in the Plan if either of the following apply:

- Your last Hour of Vesting Service is on or after July 1, 1989; or
- You were transferred from a Contributing Employer to the New York City Health and Hospitals Corporation from July 1, 1972, through July 1, 1973.

Ten Years of Vesting Service is required to be Vested in the Plan if your last Hour of Vesting Service was from January 1, 1975, through June 30, 1989. If you stopped working for a Contributing Employer before January 1, 1975, consult the Plan in effect at that time.

RETIREE HEALTH BENEFITS ARE PROVIDED BY YOUR BENEFIT FUND

Please note that you must have at least ten Years of Credited Service and/or Vesting Service and meet other requirements of the 1199SEIU National Benefit Fund to be eligible for any retiree health benefits the 1199SEIU National Benefit Fund may provide. The Pension Fund does not provide health benefits.

VESTING SERVICE WHEN YOU GET PROMOTED OR CHANGE JOBS AT THE SAME CONTRIBUTING EMPLOYER

As long as you work continuously for the same Contributing Employer, you can still continue to earn Vesting Service *even* if you are promoted to a supervisory position or change to a job that's not in Covered Employment. However, you will not continue to earn Credited Service that will increase the amount of your pension (see Section III.D regarding promotions or changing jobs).

For example, suppose that after working for PQR Hospital for three years in Covered Employment you changed jobs to a supervisory position at PQR Hospital in September 2007. In December 2009, you stopped working. You earned two Years of Vesting Service while working as a supervisor, assuming you accumulated at least 1,000 Hours of Vesting Service during 2008 and 2009. You have the **five** Years of Vesting Service you need to be Vested: **three** Years of Credited Service that also count as Vesting Service while in Covered Employment with PQR Hospital and **two** Years of Vesting Service earned while in a supervisory position at PQR Hospital. When you Retire, you will be able to get a pension from the 1199SEIU Health Care Employees Pension Fund. However, only the three Years of Credited Service at PQR Hospital will be used to determine the ***amount*** of your pension from this Pension Fund.

SECTION II.B
CREDITED SERVICE

There are two kinds of Credited Service under the Plan: Credited Future Service and Credited Past Service. The kind of Credited Service you earn depends on whether it is earned before or after your Employer started contributing to the Pension Fund for your bargaining unit.

CREDITED FUTURE SERVICE

You generally earn Credited Future Service when you are working in Covered Employment. This is when contributions are required to be made on your behalf. If your first hour of Participation is before October 1, 2018, or is on your Applicable Effective Date, you begin to accrue Future Credited Service on the date your Employer becomes obligated to make Contributions on your behalf. If your first hour of Participation is on or after October 1, 2018, and is not on your Applicable Effective Date, you shall not begin to accrue Credited Future Service until the first anniversary of employment in the bargaining unit for which Contributions are required to be made to the Fund. However, you will earn Vesting Service for eligibility purposes only.

Once you begin to accrue Credited Future Service, you earn Credited Future Service for each of the following:

- Each month that you have a period of Covered Employment with a Contributing Employer and for which you did not receive a Plan pension payment (except as described in Sections IV.E and IV.F);
- Approved Absence for military leave, provided you return on time and meet any other applicable requirements under the law;
- Periods for which you receive pay for accrued vacation time or severance at termination of employment; and

Each month that you had a period of employment with a Contributing Employer when a written resolution of the Trustees did not require contributions to be made. If you are hired into Covered Employment after your bargaining unit's "Applicable Effective Date" (the date your Employer first became a Contributing Employer for your bargaining unit), you may receive Credited Future Service for each month before your Employer becomes obligated to contribute on your behalf, starting with your date of hire, up to a maximum of six months.

CREDITED PAST SERVICE

Credited Past Service is provided for your work with a Contributing Employer before the Employer became obligated to contribute to the Pension Fund for your bargaining unit. Credited Past Service also includes Approved Absence for military service.

The benefit rate for Credited Past Service is lower than the rate for Credited Future Service because your Employer did not make contributions on your behalf for the Past Service period of employment. See Sections V.A and V.B for more information on benefit rates.

The following rules and limits apply to Credited Past Service:

- In general, you will earn Credited Past Service only if you were working for a Contributing Employer in Covered Employment on the date it first became a Contributing Employer for your bargaining unit (the "Applicable Effective Date").
- You will generally *not* earn a Credited Past Service benefit if your Applicable Effective Date is after July 31, 2009, unless you were a member of one of the bargaining units specified in
- Appendix B of the Plan as of July 31, 2009. However, you will earn Credited Past Service for vesting and eligibility purposes only.
- If you are not actively working in Covered Employment on your bargaining unit's Applicable Effective Date because you are receiving Workers' Compensation benefits or weekly disability benefits from the 1199SEIU National Benefit Fund, you will still become a Participant in the Pension Plan on that date and are entitled to Credited Past Service, whether or not you return to work and earn Credited Future Service.
- You will not receive Credited Past Service for any service in a job category that was not covered under this Plan as of the date you last worked in Covered Employment.
- You will generally not receive Credited Past Service for service with a Reciprocal Plan (see Section XI.C).
- You may earn Credited Past Service for service with other Contributing Employers before the Applicable Effective Date if you have not already received Credited Past Service or Credited Future Service for that prior period.
- You will not receive Credited Past Service from this Plan if you became a Plan Participant as a result of the merger of the 144 Hospital Plan into this Plan because you already received such a benefit from the 144 Hospital Plan immediately before the merger.

- You will not receive Credited Past Service from this Plan if you became a Participant in the Plan as a result of the merger of the Pension Fund of Local 721SEIU into this Plan because you already received such a benefit from the Pension Fund of Local 721SEIU immediately before the merger.

If your Employer is already a Contributing Employer when you first become a Participant in the Plan, you earn only Credited Future Service with that Employer—not Credited Past Service.

DETERMINING CREDITED PAST SERVICE

Credited Past Service is calculated from your first month of employment to the month before your Applicable Effective Date. You get a full month of Credited Past Service for any month in which you worked or were credited for at least one Hour of Vesting Service.

For example, suppose you started working for ABC Hospital on June 6, 1998. You were still working there when ABC Hospital became a Contributing Employer on January 1, 2008, and your position became Covered Employment under the Collective Bargaining Agreement between ABC Hospital and the Union. On January 1, 2008, you became a Participant in the Plan with nine years and seven months of Credited Past Service. All your Covered Employment on or after January 1, 2008, counts as Credited Future Service. Note that because your Applicable Effective Date was prior to July 31, 2009, you are eligible for a Credited Past Service benefit.

Both Credited Future Service and Credited Past Service include service in the Armed Forces of the United States in accordance with the Internal Revenue Code.

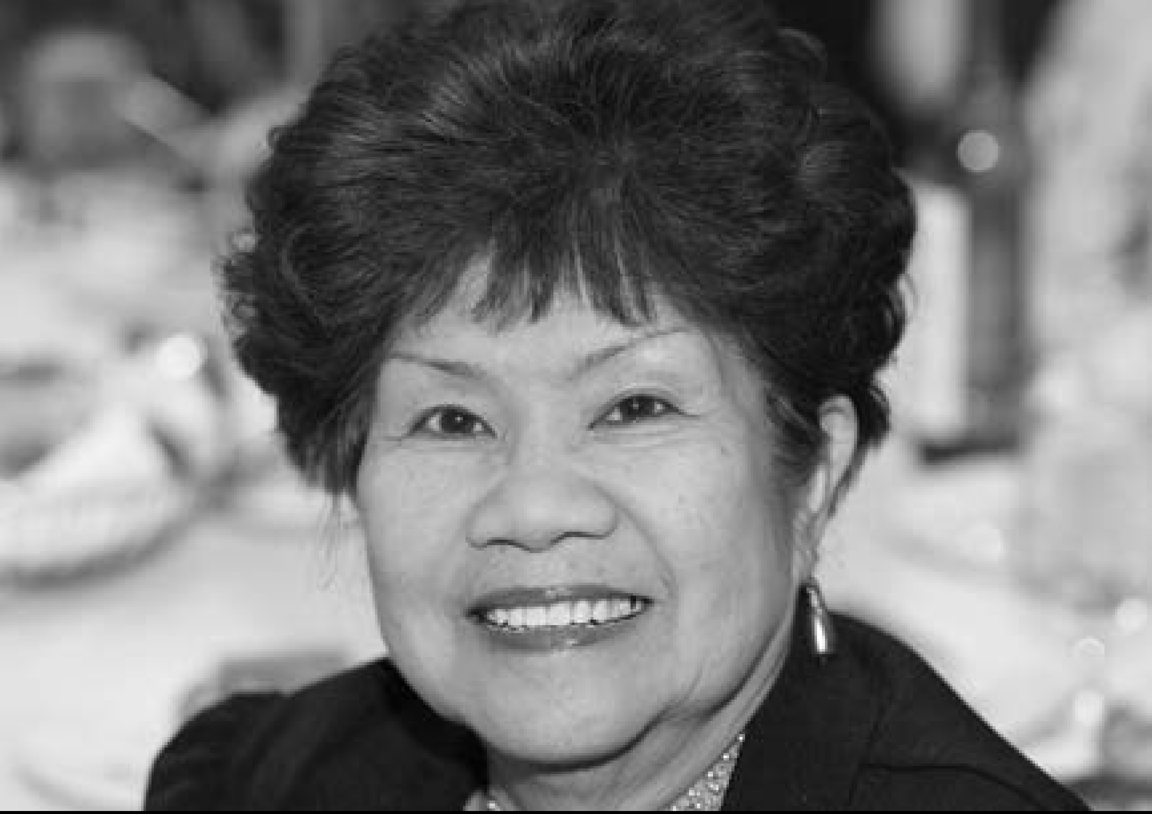
CREDITED SERVICE FOR FORMER PARTICIPANTS IN THE DISTRICT 1199 DRUG PENSION PLAN

If you are a former Participant in the District 1199 Drug Pension Plan, your Credited Service through December 31, 1974, is determined by the rules of that District 1199 Drug Pension Plan. However, for Participants of the District 1199 Drug Pension Plan, service before January 1, 1970, is considered Credited Past Service under this Plan and service on or after January 1, 1970, is considered Credited Future Service. Refer to the District 1199 Drug Pension Plan for additional information.

CONCURRENT SERVICE

You can never earn multiple Credited Service for the same period of employment. If, for example, you work for more than one Contributing Employer at the same time, you will earn Credited Service only once for that period of time, not for separate employment with each Employer. If the institutions you work for have different Applicable Effective Dates—and, as a result, you could earn Credited Past Service from one institution and Credited Future Service from the other institution for the same time period—you will only receive Credited Future Service for the period you work for both institutions, and your pension for that period will be calculated at that higher rate. You may not receive more than one month of Credited Service for any month, no matter how many Employers you may have worked for during that month.

Your eligibility for pension benefits and the Regular Pay on which your pension will be based is established through contribution reports submitted by Contributing Employers. If you believe you are entitled to credit for work in Covered Employment that is not reflected in the Pension Fund's records, or that the Regular Pay submitted by your Employer is incorrect, it is your responsibility to provide adequate documentation supporting your claim. Your eligibility will be calculated based solely on the Pension Fund's records, unless the Plan Administrator, in its sole discretion, determines that the documentation you provide is sufficient.



SECTION III—IF YOU STOP WORKING IN COVERED EMPLOYMENT

SECTION III
IF YOU STOP WORKING IN COVERED EMPLOYMENT

This section describes what happens to your Credited Service if you stop working in Covered Employment, including what happens if you later return to Covered Employment.

SECTION III.A
BEFORE YOU ARE VESTED

You may lose Credited Service you've already earned if, before you become Vested, you stop working in Covered Employment, or don't work enough hours, for long stretches of time. When this happens, you may have a "Break in Service." Under current Plan rules:

You will have a **"Temporary Break in Service"** in any calendar year in which you don't earn more than 500 Hours of Vesting Service (see Section III.A). A Temporary Break in Service won't automatically cause you to lose your Credited Service. However, as discussed below, if you have a series of consecutive Temporary Breaks in Service that result in a Permanent Break in Service before becoming Vested, your Credited Service will be lost.

You will have a **"Permanent Break in Service"** if, **on or after July 1, 1989,** you have five consecutive Temporary Breaks in Service, meaning five years in a row in which you don't earn more than 500 Hours of Vesting Service. If you are not Vested prior to your Permanent Break in Service, **a Permanent Break in Service means that you lose all Credited and Vesting Service earned before your Temporary Breaks in Service.** If you later return to work in Covered Employment, the Pension Fund will treat you as a new Participant. In other words, you'll have no accrued Vesting or Credited Service when you restart participation in the Plan.

For example, suppose you left your Covered Employment with Contributing Employer ABC Hospital in December 2008 after working in Covered Employment for four years. Since you were not Vested, you would have to return to work in Covered Employment and accrue at least 500 Hours of Vesting Service during at least one calendar year before December 31, 2013. If you did not return to Covered Employment, you would have a Permanent Break in Service because you had five consecutive Temporary Breaks in Service in 2009, 2010, 2011, 2012 and 2013. As a result, you would lose all your Credited Service. If you later return to Covered Employment, none of your Credited Service earned for your employment by ABC Hospital would be considered by the Pension Fund, and you would be treated as a new Participant.

If You Have a Permanent Break in Service Before July 1, 1989

If you stopped working in Covered Employment before July 1, 1989, these rules apply:

- If you stopped working as an Employee before January 1, 1975, you would have incurred a Permanent Break in Service if you had 24 consecutive months when you were not an Employee.
- **If you stopped working in Covered Employment from January 1, 1975, through December 31, 1986,** you would have incurred a Permanent Break in Service if you did not return to work in Covered Employment before the number of your consecutive Break-in-Service years equaled the number of Years of Vesting Service or Credited Service that you earned before your first Break in Service. **For example,** suppose you left your job at XYZ Hospital in January 1982 after working in a bargaining unit job for three years. To keep your Credited Service, you would have had to return to work for a Contributing Employer no later than 1984 *and* work more than 500 hours in that year. If you did not return to work, you would have had three consecutive one-year Breaks in Service (1982, 1983 and 1984), and you would have lost all your Credited Service.
- **If you stopped working for a Contributing Employer in a Covered Job Category from January 1, 1987, through June 30, 1989,** you would have incurred a Permanent Break in Service if you did not return to work for a Contributing Employer before the number of your consecutive Breaks in Service equaled the greater of five or the number of Years of Vesting Service or Credited Service that you earned before your first Break in Service. **For example,** suppose you left your job at DEF Nursing Home in November 1987 after working in a bargaining unit job for three years. To keep your Credited Service, you would have had to return to work for a Contributing Employer no later than 1992 *and* work more than 500 hours in that year. If you did not return to work, you would have had five consecutive one-year Breaks in Service (1988, 1989, 1990, 1991 and 1992), and you would have lost all your Credited Service. However, if you had worked at DEF Nursing Home for seven years when you left in November 1987, you would have had to return to work for a Contributing Employer no later than 1994 *and* work more than 500 hours in that year. If you did not return to work, you would have had seven consecutive one-year Breaks in Service (1988, 1989, 1990, 1991, 1992, 1993 and 1994), and you would have lost all your Credited Service.

WHAT IS NOT A BREAK IN SERVICE

You will not have a Temporary Break in Service if, to the extent permitted by law, your absence from Covered Employment is the result of:

- **Periods of Qualified Military Service**
  You may be entitled to both Vesting Service and Credited Service for all or part of a Qualified Military Service absence. See Sections II.A and II.B or contact the Pension Fund for details.
- **Family and Medical Leave**
  Qualifying periods of absence of up to 12 weeks under the Family and Medical Leave Act of 1993 ("FMLA") will not constitute a Break in Service if you return to employment within the period required under the FMLA.
- **Parental Leave**
  Absence from work for maternity or paternity reasons due to pregnancy, the birth of your child, placement of a child with you in connection with an adoption or to care for a child immediately following birth or placement will not constitute a Break in Service.
- **Layoff Absence**
  Absence of up to six months due to layoff will not constitute a Break in Service as long as you return to work within 60 days of the date you are first able to do so.

Keep in mind that Family and Medical Leave, Parental Leave and Layoff Absence count solely to prevent a Break in Service; unlike a Qualified Military Leave, they do not count toward Credited Service or Vesting Service under the Plan.

Please remember that these service rules are in effect on the date this SPD is published. Different rules may have applied in determining your status following an earlier Break in Service, especially for periods prior to January 1, 1975. Contact the Pension Fund for more information about earlier Fund rules for periods prior to January 1, 1975.

SECTION III.B
AFTER YOU ARE VESTED

Once you become Vested you cannot lose your Credited Service, even if you stop working in Covered Employment or have a Break in Service. However, your pension may be calculated in two parts: service *before* your Break in Service and service *after* you return to Covered Employment. This is described in more detail in Section III.C.

SECTION III.C
BENEFIT CALCULATION FOR SEPARATE PERIODS OF SERVICE

BEFORE YOU ARE VESTED

If you have a Temporary Break in Service before you are Vested and you return to Covered Employment before a Permanent Break in Service, the Credited Service you earned before your break will be added to any Credited Service you earn following your return. When you Retire, the benefit you receive will be calculated based on the Credited Service you earned during both periods of employment and the Plan formula in effect as of the date of your last Hour of Service.

AFTER YOU ARE VESTED

After you are Vested, if you do not work in Covered Employment for a period of time that is greater than the number of Years of Vesting Service that you have accrued ("break"), and later return to Covered Employment and start earning Credited Service again, here's what happens:

- If you **don't earn** at least five more Years of Credited Future Service after returning to Covered Employment, your pension will be calculated in two parts:
  - » A benefit based on what you earned **before** your break and the Plan formula in effect as of the date of your last Hour of Credited Service before your break; plus
  - » An additional benefit based on what you earned **after** your return to Covered Employment and the Plan formula in effect as of the date of your last Hour of Credited Service **after** your break.
- If you **earn** at least five more Years of Credited Future Service after returning to Covered Employment, the benefit you receive when you Retire will be calculated based on the *greater of* either: (1) the two-part pension described in this section; or (2) all your Credited Service earned before and after the break and the Plan formula in effect as of the date of your last Hour of Credited Service.

For example, suppose you left your job at MNO Hospital in 2004 after working in Covered Employment for seven years, which means you are Vested when you leave. You return to MNO in 2012, work for another five years and Retire in 2017. The benefit you receive then will be a "one-part" pension based on all 12 Years of

Credited Service and the Plan formula in effect as of the date of your last Hour of Credited Service in 2017. However, if you were to return to MNO Hospital in 2012, work for only another *four* years and Retire in 2016, the benefit you receive then would be a “two-part” pension: one part based on your first seven Years of Credited Service using the Plan formula in effect in 2004, and another part based on your last four Years of Credited Service using the Plan formula in effect in 2016.

SECTION III.D
IF YOU CHANGE JOBS

Here are some things you should keep in mind about changing jobs:

- **Your pension is, under certain conditions, portable, allowing it to "move" with you. You will continue to earn Credited Service (and Vesting Service) if you go to work in Covered Employment with another Contributing Employer.** In other words, if you go to work for a different Contributing Employer in a position covered by the Plan, you will still be a Participant. The rules concerning Breaks in Service discussed in Section III.A will apply.
- If your Contributing Employer promotes or transfers you to a position that is not covered by the Collective Bargaining Agreement (for example, a supervisory position), your continuous service with that Contributing Employer will count as Vesting Service (but not Credited Service) as long as it immediately follows your Covered Employment without any interruption in employment with that Employer.
- After you end your Covered Employment, if you go to work and are then covered by another pension plan that has entered into a Reciprocity Agreement with the Pension Fund, your service as a Participant in the other pension plan after you ended your Covered Employment may be treated as Vesting Service (but not Credited Service) by the Pension Fund.

Keep in mind that **as long as you are Vested** in your benefits from this Pension Fund—no matter how old you are when you cease Covered Employment—**you will not lose your right to apply for and receive a pension** once you reach Retirement age. However, any pension improvements made after you leave your job will generally **not** apply to you.

SECTION III.E
EMPLOYMENT AFTER RETIREMENT

After you Retire and begin to collect a Plan pension, you may return to employment under certain circumstances and continue to receive your monthly pension. However, if you return to employment after you Retire:

- Your service during any month for which you collect a Plan pension payment shall not be Credited Service; and
- Your pension benefit will be discontinued if you return to employment in Disqualifying Employment.

Disqualifying Employment means employment (including Covered Employment) for more than 40 hours for any month that meets **all** of the following criteria at your Normal Retirement Age or at the date you Retired, if earlier:

- In the healthcare or human services industry or a related industry (including, but not limited to, hospitals, nursing and convalescent homes, drugstores, laboratories, medical schools and universities); and
- Using skills applicable to your previous employment in the healthcare or human services or related industry; and
- In a state in which contributions to the Pension Fund were made or were required to be made.

In addition, **any** Covered Employment is Disqualifying Employment before your Normal Retirement Age.

You will receive written notification from the Pension Fund if your pension payments are suspended due to Disqualifying Employment. You will receive this notification before the end of the month in which your payments are suspended.

If your benefits are suspended because you are working in Disqualifying Employment, your pension will be discontinued and any option you chose will be null and void, and you will have to apply for a new pension after you Retire again.

NOTE: There is one exception: You may collect your pension and accrue Credited Service, without regard to Disqualifying Employment, for months you work in Covered Employment after April 1 of the calendar year after the calendar year you turn 70½. Please see the rules in Section IV.E and IV.F for more details

SECTION IV—TYPES OF PENSIONS

A. Unreduced Pensions

B. Reduced Pensions

C. Disability Pensions

D. When Your Pension Begins

E. Postponing Your Pension Start Date

F. If You Are Age 70½ and Have Not Started Receiving Your Pension

SECTION IV
TYPES OF PENSIONS

There are three types of pensions currently available under the Plan: unreduced (full pension), reduced and disability.

NOTE: If you leave Covered Employment and do not begin to receive your pension within one year, you will not be eligible for retiree health benefits through the 1199SEIU National Benefit Fund.

If you are considering delaying the commencement of your pension, please contact the Pension Fund or discuss this with a Pension Fund Counselor.

SECTION IV.A
UNREDUCED PENSIONS

WHEN YOU ARE AGE 65 OR OLDER

You may be eligible to Retire and receive an **unreduced normal retirement pension** when you reach "Normal Retirement Age," which is age 65, if you are Vested (see Section II.A).

WHEN YOU ARE AT LEAST AGE 62 BUT NOT YET AGE 65

If your last Hour of Credited or Vesting Service was on or after July 1, 1998, and you were born before July 1, 1959, you may be eligible to receive an **unreduced early retirement pension** if you are working in Covered Employment when you reach age 62 and you have 20 Years of Credited Service and/or Vesting Service.

If your last Hour of Vesting Service and/or Credited Service was on or after July 1, 1998, and you were born on or after July 1, 1959, you may be eligible to receive an **unreduced early retirement pension** if you are working in Covered Employment when you reach age 62½ or older and have **25 or more Years of Credited and/or Vesting Service.**

SECTION IV.B
REDUCED PENSIONS

You may be eligible to Retire and receive a **reduced early retirement pension** if you are at least 55 years old (but not yet 65) and you are Vested (as described in Section II.A). An early retirement pension is calculated in the same way as a normal retirement pension—based on your Credited Service, pay and the benefit rate in effect when your Covered Employment ends—except your pension payment is reduced because your pension is starting earlier and is expected to be paid for a longer period of time. Prior to January 1, 2019, your normal retirement pension was reduced 6% for each full year (or 0.5% for each month) by which your actual Retirement date precedes your normal retirement date.

Effective January 1, 2019, your normal retirement pension will be actuarially reduced by a factor provided by the Fund's actuary based on the months by which your actual Retirement precedes your normal retirement date.

NOTE: For early reduced pensions in effect on January 1, 2019, you will receive the better of the two formulas above.

For example, suppose you decide to Retire the month you turn age 60. If you had waited until age 65, your normal retirement pension would be $500/month. Since you will not be 65 for five years, your pension is actuarially reduced by 0.6088. Your early retirement pension is $196/month, or $304 less than your normal retirement pension would have been, and this pension amount *will not be adjusted* when you reach age 65.

If you Retire early, but want to receive an unreduced monthly pension payment, you can wait to start receiving your pension until you are 65. Then, there would be **no reduction** in your pension. However, deferring your pension will jeopardize your eligibility for retiree health benefits and may not be the best option for you. Before making this choice, contact the Pension Fund and talk to a Pension Fund Counselor (see pages 3–4).

Once you start receiving a pension, the amount of time that you can work in Covered Employment or in a related industry may be limited. See Section III.E for more information.

SECTION IV.C
DISABILITY PENSIONS

You may qualify for a **disability pension benefit** if you meet **all** of the following requirements:

- You have a Total and Permanent Disability, confirmed by your approval for Social Security Disability benefits from the Social Security Administration, and you continue to be eligible for these benefits;
- You were Vested when the Total and Permanent Disability occurred;
- The condition or event giving rise to your Total and Permanent Disability occurred on or before your last day working in a Covered Job Category; **and**
- Your Covered Employment terminated as a result of that condition or event.

Your disability pension benefit will be paid in an amount equal to the Straight Life Pension with No Survivor option. See Section VI for an explanation of pension options.

A disability pension benefit is not automatic. You must apply to the Pension Fund for this benefit. In addition, you may be required by the Pension Fund to re-certify that you continue to qualify for disability benefits through the Social Security Administration. For more information, contact the Pension Fund.

Your disability pension benefit will usually start on the effective date of your Social Security Disability payments. However, if you don't apply for a disability pension, then you may apply later and still be eligible to receive retroactive benefits for up to two years before you filed your application for disability pension benefits with the Pension Fund. **Note, however, that you cannot receive more than two years of retroactive disability pension benefits**—no matter how many years elapse between the effective date of your Social Security Disability payments and the date you file your application for the disability pension benefit with the Pension Fund. If you are receiving weekly disability benefits from the 1199SEIU National Benefit Fund or Workers' Compensation payments, your disability pension benefit through the Pension Fund will not begin until after those benefits have been exhausted up to a maximum of 26 weeks.

IF YOU NEED PENSION BENEFITS BEFORE YOUR DISABILITY PENSION BEGINS

You may apply for an early retirement pension to be paid to you, if you are eligible, while you are waiting for approval of your Social Security Disability benefit. When you are approved for the Social Security Disability benefit, your early retirement pension will be converted to a disability pension benefit as of the effective date of Social Security Disability. The two-year limit on retroactivity described on the previous page applies.

If you elected a post-retirement survivor benefit for your early retirement pension, this becomes **void once your pension is converted to a disability pension benefit.** This means, for example, that if at the time you applied for your disability benefit from the Pension Fund, you were receiving an early retirement benefit under a Joint and 100% Survivor Pension with your Spouse as Beneficiary, this pension will automatically convert to a disability pension payable under a Straight Life Pension with No Survivor option—which pays you a higher monthly amount. If you die while receiving a disability pension benefit, your Spouse will be eligible to receive a 50% pre-retirement option after he or she has submitted an application. See Section VII for more information.

WHEN YOU REACH 65, YOU MUST APPLY FOR A "NORMAL RETIREMENT PENSION"

You will continue to receive a disability pension benefit up until age 65, as long as you continue to qualify for Social Security Disability payments. Three to six months before you turn 65, you should contact the Pension Fund to apply for a normal retirement pension. **Please note that the conversion to a normal retirement pension will not happen automatically. You will have to complete a pension application form for the normal retirement pension, including obtaining spousal consent, if applicable.** If your Social Security Disability pension is discontinued or ends before age 65, you will no longer be eligible for a disability pension benefit from the Pension Fund. If that happens, you should contact the Pension Fund to see if you may be eligible for an early retirement pension.

NOTE: If you have applied for and are eligible for weekly disability benefits from the 1199SEIU National Benefit Fund or Workers' Compensation payments for up to a maximum of 26 weeks, you may not receive normal, early or disability retirement pension payments until the first of the month following the expiration date of that benefit.

You must apply promptly for a disability pension. Retroactive payments cannot be made for any period more than two years before the date you file your disability pension application with the Fund.

SECTION IV.D
WHEN YOUR PENSION BEGINS

Pension payments start on the first of the month after you do all of the following:

- Meet the requirements for one of the pensions offered by the Plan;
- Retire (that is, completely withdraw from employment with a Contributing Employer); **and**
- File a completed application with the Pension Fund on which you have selected the date your pension is to begin, together with information that is required in order to establish and/or maintain your eligibility for a pension and other information that the Retirement Committee may, in its discretion, require.

Note that if you are receiving weekly disability benefits from the 1199SEIU National Benefit Fund or Workers' Compensation payments for up to a maximum of 26 weeks, you will not be considered Retired until those payments end.

Once you start receiving a pension, the amount of time that you can work in Covered Employment or a related industry may be limited. See Section III.E for more information.

SECTION IV.E
POSTPONING YOUR PENSION START DATE

If you are Vested, have left Covered Employment, are not in Disqualifying Employment and first apply for your pension after you reach age 65, your pension amount will be actuarially increased by a factor provided by the Pension Fund's actuary. This is because your pension is starting later. However, your pension will not be actuarially increased for the period of time you remain in Disqualifying Employment up to April 1st of the calendar year after the year you reach age 70½. See Section III.E for more information.

If you do not file a pension application at age 65, the Pension Fund will presume that you are working in Disqualifying Employment, unless you provide proof to the Pension Fund's satisfaction that you were not working in Disqualifying Employment.

If you continue to work in Covered Employment and choose to delay the start of your pension past April 1 of the calendar year after the year you reach age 70½, you will receive additional credit and an actuarial increase for each month you worked after April 1.

SECTION IV.F
IF YOU ARE AGE 70½ AND HAVE NOT STARTED RECEIVING YOUR PENSION

IF YOU ARE AGE 70½ AND HAVE STOPPED WORKING IN COVERED EMPLOYMENT

If you are Vested and have stopped working, you will automatically start receiving pension payments by April 1 of the calendar year after the year you reach age 70½. **For example,** if you reach age 70½ in February 2015, you will start receiving pension payments by April 1, 2016.

The Pension Fund will send you an application with a post-retirement election form to elect a Beneficiary. These forms are sent to your last known address. If you do not return the application and a completed post-retirement election form before the date your pension payments must begin, by law you will be subject to a default election.

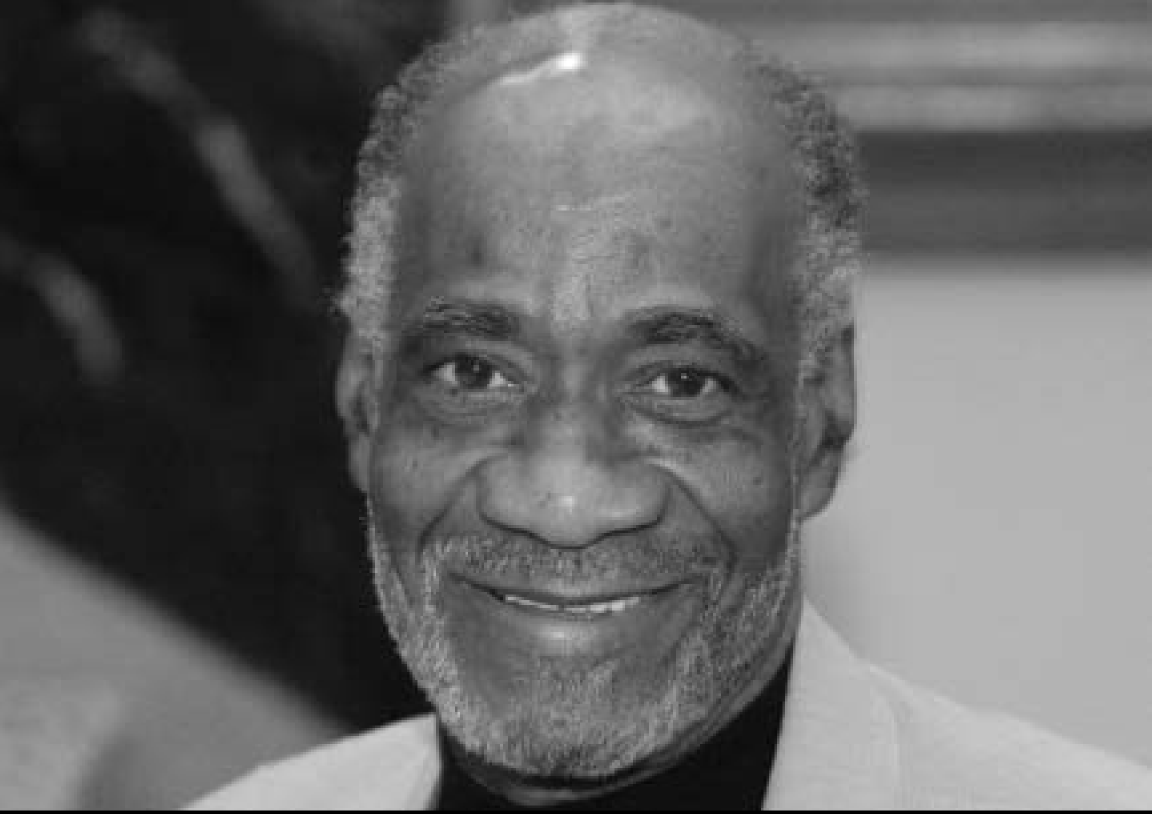
The default election for a married member is the **Joint and 50% Survivor** option. If you are single, the default election is a **Straight Life Pension with No Survivor** option. In the event you are paid the Joint and 50% Survivor option and you are single, or the Straight Life Pension with No Survivor option and you are married, you may submit proof of your marital status and your benefit will be changed prospectively. No other election change is permitted.

IF YOU ARE AGE 70½ AND CONTINUE TO WORK IN COVERED EMPLOYMENT

If you are Vested and continue to work in Covered Employment, you may elect to receive your pension by April 1 of the calendar year after the year you reach age 70½ or any month thereafter.

If you are Vested and continue to work in Covered Employment and choose to delay the start of your pension past April 1 of the calendar year after the year you reach age 70½, you will receive additional credit for each month worked and an actuarial increase for the same period due to the delay in receiving your pension. Once your pension benefit begins, it is adjusted *each year you continue to work in Covered Employment* to include your additional Credited Service, and your pension benefit may be higher.

If you wish to begin receiving your Pension, you must return a completed application and Beneficiary selection form, which is sent to you at your last known address by the Pension Fund. Your pension will not begin until the forms are received. If you stop working, your pension will begin no later than April 1 of the calendar year after the year you stopped working.



SECTION V—HOW YOUR PENSION IS CALCULATED

SECTION V
HOW YOUR PENSION IS CALCULATED

Your pension amount is calculated under a formula that takes into account your Past Service Pay, Regular Pay history, Credited Service and, except when calculated in two parts (see Section III.C), the benefit rate in effect when your Covered Employment ends.

The amount you receive may also be affected by your age when payments start (early payments may be reduced), your form of payment (that is, whether payments are to continue to be paid to another person after your death), Breaks in Service and other factors, such as court orders.

To calculate your unreduced pension amount, the following steps take place:

- **STEP 1:** Determine your Credited Future Service pension amount;
- **STEP 2:** Determine your Credited Past Service pension amount, if any; and
- **STEP 3:** Add the amounts determined in STEP 1 and STEP 2.

SECTION V.A
CALCULATING A PENSION FOR CREDITED FUTURE SERVICE

WHAT IS CREDITED FUTURE SERVICE?

You generally earn Credited Future Service for the period when you are working in Covered Employment and your Employer is required to make contributions to the Pension Fund on your behalf. See Section II.B for more details.

The portion of your benefit based on Credited Future Service is calculated by the following formula:

Benefit Rate for Credited Future Service	X	**Average Final Pay**	X	**Years of Credited Future Service**	=	**Your Credited Future Service Pension**

BENEFIT RATE FOR CREDITED FUTURE SERVICE

The benefit rate is a percentage used to calculate your pension. The rate used usually depends on when you last or first earned Credited Future Service in Covered Employment, as shown in the chart below.

If your first Hour of Credited Future Service was earned on or before July 31, 2009, the benefit rates in the chart are multiplied by your Average Final Pay using the “high five out of ten-year” method (described below) and then by your Years of Credited Future Service.

Date Last Hour of Credited Service Was Earned	Benefit Rate Percentage Is
From April 1, 2005	1.85 (.0185)
From January 1, 1992, through March 31, 2005	1.76 (.0176)
From January 1, 1985, through December 31, 1991	1.60 (.0160)
From January 1, 1975, through December 31, 1984	1.45 (.0145)

If your Covered Employment ends and you return to Covered Employment at a later date, different benefit rates may apply for your different periods of employment. See Section III.C for more information.

If your first Hour of Credited Future Service under the Plan is accrued on or after August 1, 2009, the following provisions apply to you:

- Except as provided below, your benefit rate is **1.60% of your 10-Year Average Final Pay,** multiplied by the number of Years of Credited Future Service.
- However, your benefit rate is **1.85% of your high five out of ten-year Average Final Pay,** multiplied by the number of Years of Credited Future Service if you were: (i) covered by a Collective Bargaining Agreement ("CBA") that was executed prior to August 1, 2009; or (ii) a member of one of the bargaining units listed in Appendix A of the Plan, provided that:
    - » You were a member of the bargaining unit as of August 1, 2009;
    - » A CBA requiring that contributions be made under the Preferred Schedule was in effect as of, and was executed on or before, December 1, 2009; and
    - » You were or are covered by the foregoing agreement as of your Applicable Effective Date (i.e., the date your Employer became obligated to contribute to the Plan on behalf of your bargaining unit).

AVERAGE FINAL PAY

If your first Hour of Credited Service is on or **before July 31, 2009,** "Average Final Pay" is calculated by the "high five out of ten-year" method, which means the highest average of your Regular Pay during five consecutive Plan Years of employment after your Applicable Effective Date and within your last ten Plan Years of Credited Future Service. The calculation of Average Final Pay shall not include any period for which you did not receive Credited Future Service but shall include periods during which you were in Qualified Military Service.

If your Credited Future Service totals five years or less, your Average Final Pay will be the average of your Regular Pay over your Credited Future Service.

Regular Pay does not include overtime, on-call pay, commissions, bonuses and gratuities and expense allowances for this purpose, but certain types of deferred income are included (such as your contributions to a 401(k) plan).

AVERAGE FINAL PAY

If your first Hour of Credited Service **is on or after August 1, 2009,** Average Final Pay is calculated by the "ten-year average" method, which means the average of your Regular Pay during your last ten Plan Years of Credited Future Service. The calculation of Average Final Pay shall not include any period for which you did not receive Credited Future Service but shall include periods during which you were in Qualified Military Service. If your Credited Future Service totals ten years or less, your Average Final Pay will be the average of your Regular Pay over your Credited Future Service.

EXAMPLE OF "HIGH FIVE OUT OF TEN–YEAR" METHOD CALCULATION (MEMBERS WHOSE FIRST HOUR OF CREDITED SERVICE IS ON OR BEFORE JULY 31, 2009)

Suppose you Retire on February 1, 2006, and your Regular Pay over your last 10 Years of Credited Future Service was as follows:

Year	Pay	Five-Consecutive-Year Total
2006	$ 2,600	$136,746 (2002–2006)
2005	$34,864	$166,119 (2001–2005)
2004	$33,965	$162,413 (2000–2004)
2003	$32,812	$158,313 (1999–2003)
2002	$32,505	$153,561 (1998–2002)
2001	$31,973	$147,438 (1997–2001)
2000	$31,158	NA
1999	$29,865	NA
1998	$28,060	NA
1997	$26,382	NA

As you can see, **the five consecutive years in which you earned the most were 2001 to 2005,** because you did not work a full year in 2006. During 2001 to 2005, you earned a total of $166,119. This total is divided by five for an Average Final Pay of $33,223.80.

Any plan years when you did not earn Regular Pay will be skipped. For instance, in the example above, if you did not earn any Regular Pay in 2001, then that year would have been skipped and pay for the year 2000 would have been included in the calculation instead.

Note that if you work part time after leaving a full-time position, that may reduce your average pay calculation of your benefit, which will result in a reduction in your benefit. **For example,** if you work full time until 2000 and have an Average Final Pay of $25,000 at that date, and you then work part time for the next ten years, your 2000 Average Final Pay calculation will not be used. Only the last ten Plan Years count toward Average Final Pay. Therefore, your Average Final Pay may be lower than it would have been had you not worked part time for the last ten years of Covered Employment.

If the Pension Fund is unable to obtain actual Regular Pay information from your Contributing Employer(s) to determine your annualized rate of base pay, the Pension Fund will use standard industry tables approved by the Retirement Committee.

See Section V.A for how to calculate a Credited Future Service pension amount. **You can also visit our website at www.1199SEIUBenefits.org. From our website, you can click on "My Account" and create your own account to make your own personalized example by using the pension calculators on our website, change your address or update other information.**

EXAMPLE OF "TEN–YEAR" METHOD CALCULATION (MEMBERS WHOSE FIRST HOUR OF CREDITED SERVICE IS ON OR AFTER AUGUST 1, 2009)

EXAMPLE 1

Suppose you Retire on January 1, 2022, and your Regular Pay in your last ten Plan Years was as follows:

Year	Pay	Ten-Year Total
2021	$35,200	$316,784 (2012–2021)
2020	$34,864	
2019	$33,965	
2018	$32,812	
2017	$32,505	
2016	$31,973	
2015	$31,158	
2014	$29,865	
2013	$28,060	
2012	$26,382	

As you can see, the last ten Plan Years of your employment was from 2012-2021. During 2012-2021, you earned a total of $316,784.00. This total is divided by 10 for an Average Final Pay of $31,678.40.

The "Ten-Year" method includes Regular Pay for all years in your last ten Plan Years. This includes years when you worked less than a full year due to disability, a leave of absence or leaving Covered Employment. If you work less than a full year in any of your final ten years—including your final year—your pay earned in that partial year will be used to calculate your benefit.

Note: If your final year is not a full year, the Regular Pay earned will be included in the "Ten-Year" method.

EXAMPLE 2

Year	Pay	Reason for Working a Partial Year	Ten-Year Total
2021	$35,200		$299,352 (2012–2021)
2020	$17,432	Received Fund Disability for six months in 2020	
2019	$33,965		
2018	$32,812		
2017	$32,505		
2016	$31,973		
2015	$31,158		
2014	$29,865		
2013	$28,060		
2012	$26,382		

The example above illustrates the impact on your Ten-Year total if, in any of your final ten years of employment, you worked less than a full year. The same period of 2012-2021 is used, but in this example, the Regular Pay for 2020 is reduced because of a six-month period of disability. During 2012-2021, you earned $299,352.00. This total is divided by 10 for an Average Final Pay of $29,935.20.

EXAMPLE 3

The example below shows the impact on the "Ten-Year Average" if your last year before retirement is not a full calendar year. In this example, the 2020 Regular Pay is lower due to a period of disability, and the Regular Pay in 2023, the year you terminated employment, is lower because you left in March. Both years are part of your final ten years and are included in your Average Final Pay.

During your last ten years, 2014-2023, you earned a total of $290,931. This total is divided by 10 for an Average Final Pay of $29,093.10.

Year	Pay	Reason for Working a Partial Year	Ten-Year Total
2023	$9,765	Terminated employment in March	$290,931 (2014–2023)
2022	$36,256		
2021	$35,200		
2020	$17,432	Received Fund disability for six months	
2019	$33,965		
2018	$32,812		
2017	$32,505		
2016	$31,973		
2015	$31,158		
2014	$29,865		

If the Pension Fund is unable to obtain actual Regular Pay information from your Contributing Employer(s) to determine your annualized rate of base pay, the Pension Fund will use standard industry tables approved by the Retirement Committee.

See Section V.A for how to calculate a Credited Future Service pension amount. **You can also log in to MyAccount and use the pension calculator to view a personalized example.** While you are logged in, you can change your address or update other information. Visit www.My1199Benefits.org to get started.

SECTION V.B
CALCULATING A PENSION FOR CREDITED PAST SERVICE

WHAT IS CREDITED PAST SERVICE?

Credited Past Service is provided for your work in certain job classifications with a Contributing Employer before the Employer became obligated to contribute to the Plan for your bargaining unit. For more details, see Section II.B.

If you meet the eligibility requirements described below, the portion of your benefit (if any) based on Credited Past Service is calculated by the following formula:

Benefit Rate for Credited Past Service	X	**Past Service Pay**	X	**Years of Credited Past Service**	=	**Your Credited Past Service Pension**

BENEFIT RATE FOR CREDITED PAST SERVICE

The percentage used to determine the Credited Past Service portion of your pension is 1.5%.

- **If you Retired on or after July 1, 1998,** "Past Service Pay" is your annualized rate of base pay in effect on your Applicable Effective Date and discounted back to January 1, 1980, by uniform factors adopted by the Retirement Committee.
- **If you Retired before July 1, 1998,** "Past Service Pay" is your annualized rate of base pay in effect on your Applicable Effective Date and discounted back to January 1, 1970, by uniform factors adopted by the Retirement Committee.
- **If you were a Participant in the District 1199 Drug Pension Plan ("Prior Plan") who became a Participant in this Plan,** "Past Service Pay" is your 1969 total pay on which Employer contributions to the District 1199 Pension Fund were required.
  - » If you are a Prior Plan Participant who became a Participant in this Plan and you Retired on or after July 1, 1998, Past Service Pay is your 1969 total pay on which Employer contributions to the District 1199 Pension

Fund were required or your annualized rate of base pay in effect on January 1, 1980, whichever is greater.

» If you are a Prior Plan Participant who became a Participant in this Plan and you Retired on or after January 1, 1979, but before July 1, 1998, Past Service Pay is your 1969 total pay on which Employer contributions to the District 1199 Pension Fund were required or your annualized rate of base pay in effect on January 1, 1970, whichever is greater.

See Section II.B or contact the Pension Fund for more information.

For periods when the Pension Fund is unable to determine your annualized rate of base pay in effect on your Applicable Effective Date from your Contributing Employer, the Pension Fund will use industry standard tables approved by the Retirement Committee.

You will earn a Credited Past Service benefit if you are a member of a bargaining unit at the bargaining unit's Applicable Effective Date and:

- Your Applicable Effective Date was on or before July 31, 2009; or
- Your Applicable Effective Date is after July 31, 2009, and you were a member of a bargaining unit included in Appendix B of the Plan as of July 31, 2009.

THE 144 FUND

If you were a Participant in the 1199 Health Care Employees Pension Fund for the 144 Hospital Division (the “144 Fund”) on or before December 31, 2000, and became a Participant in this Plan on January 1, 2001, when the 144 Fund merged into this Pension Fund, the portion of your normal retirement pension attributable to service before January 1, 2001, is equal to the Vested benefit you accrued under the terms of the Plan of the 144 Fund before that date.

THE PENSION FUND OF LOCAL 721SEIU

If you were a Participant in the Local 721SEIU Pension Fund (the “Local 721SEIU Plan”) on or before December 31, 2006, and became a Participant in this Pension Fund on January 1, 2007, when the Local 721SEIU Plan merged into this Pension Fund, the portion of your normal retirement pension attributable to service before January 1, 2007, is equal to the Vested benefit you accrued under the terms of the Local 721SEIU Plan before that date.

SECTION V.C
CALCULATING A PENSION: TWO EXAMPLES

The following two examples show how we would calculate a pension for two Participants.

Example #1:

Diana worked for an Employer for a total of 20 years from 1985 through 2005. She became a Participant on her Applicable Effective Date in 1990. She earned 15 Years of Credited Future Service and five Years of Credited Past Service before retiring in September 2005. For purposes of calculating her Credited Future Service pension amount, her Average Final Pay was \$31,485. For purposes of calculating her Credited Past Service pension amount, her annualized rate of base pay on her Applicable Effective Date was \$9,164, which, discounted back to 1980, equals \$5,200.

Step	Calculation
STEP 1: Determine Credited Future Service pension amount	1.85% (.0185) x \$31,485 x 15 years = **\$8,737 a year**
STEP 2: Determine Credited Past Service pension amount	1.5% (.015) x \$5,200 x 5 years = **\$390 a year**
STEP 3: Add STEP 1 and STEP 2	\$8,737 + \$390 = **\$9,127 a year**, or **\$761 a month**

NOTE: Your monthly pension is rounded to the nearest dollar.

Example #2:

Assume Bill became a Participant on his Applicable Effective Date in 2010. As of that date, he had already worked 15 years for his Employer and will continue to work for another six years, at which point he will attain age 62 and retire in 2016. He is not eligible for a Credited Past Service Pension benefit because his Applicable Effective Date was after July 31, 2009, and, on that date, he was not a member of one of the bargaining units listed in Appendix B of the Plan. His benefit rate percentage for his Credited Future Service pension amount is 1.60% because he was covered by a Collective Bargaining Agreement that was executed after August 1, 2009. For purposes of calculating his Credited Future Service pension amount, his Average Final Pay is $61,238. However, he has 15 Years of Credited Past Service for Vesting and eligibility purposes, and six Years of Credited Future Service at the time of his retirement. So, Bill will earn a total of 21 Years of Vesting Service and six Years of Credited Service. Bill is eligible for an unreduced pension starting at age 62, and he may be eligible for retiree health benefits from the 1199SEIU National Benefit Fund (because he is retiring after age 62 and has earned at least 20 Years of Vesting Service). Please refer to the 1199SEIU National Benefit Fund Summary Plan Description for the terms and conditions governing retiree health benefits.

Step	Calculation
STEP 1: Determine Credited Future Service pension amount	1.60% (.0160) x $61,238 x 6 years = **$5,879 a year**
STEP 2: Determine Credited Past Service pension amount	**$0 a year**
STEP 3: Add STEP 1 and STEP 2	$5,879 + $0 = **$5,879 a year**, or **$490 a month**

NOTE: Your monthly pension amount is rounded to the nearest dollar.

SECTION V.D
ADJUSTMENTS TO YOUR PENSION

After your normal retirement pension is calculated, the Plan may make adjustments depending on any of the following:

- Whether you are taking early Retirement (see examples on the following pages);
- Whether you Retire after your normal retirement date (see Section IV.E);
- Which survivor pension option you choose, if you want a Beneficiary to receive your pension payments after you die (for more information, see Section VI—Choosing Your Pension Option);
- Whether Retirement payments need to be made to others, as directed by valid court orders known as Qualified Domestic Relations Orders (QDRO), which are explained in detail in Section IX.C;
- Whether your pension benefit exceeds the maximum allowed under the law; or
- Any other adjustment authorized under the Plan.

If you received an overpayment from the Pension Fund, your pension benefit may be reduced until the Pension Fund recoups the overpayment.

In addition, if you defaulted on a loan from the Pension Fund (see Section VIII—Home Loans from the Plan), the balance due on your loan, including interest accrued to your date of Retirement, may be subtracted from your pension benefit.

EARLY RETIREMENT PENSION—AN EXAMPLE

Suppose Diana is 58 years old when she retires.

If Diana starts receiving pension payments right away, her benefit will be actuarially reduced by a factor of 0.5057 for the seven years before she would have turned 65. Her benefit will be calculated as follows:

Step	Calculation
STEP 1: Determine Credited Future Service pension amount	1.85% (.0185) x $31,485 x 15 years = **$8,737 a year**
STEP 2: Determine Credited Past Service pension amount	1.5% (.015) x $5,200 x 5 years = **$390 a year**
STEP 3: Add STEP 1 and STEP 2 to determine age 65 pension amount	$8,737 + $390 = **$9,127 a year,** or **$761 a month**
STEP 4: Determine reduction for early payment	.5057 x $9,127 = **$4,616 reduction**
STEP 5: Subtract STEP 4 from STEP 3	$9,127 – $4,616 = **$4,511 a year,** or **$376 a month**

NOTE: Your monthly pension amount is rounded to the nearest dollar.

If Diana retires but postpones the start of her pension payments until she reaches age 65, she will receive the full $9,127 annually (as described in Section V.C). However, if she chooses this option, she may not be eligible for 1199SEIU National Benefit Fund retiree health benefits. Please refer to the 1199SEIU National Benefit Fund Summary Plan Description for the terms and conditions governing retiree health benefits.

If you Retire early and start your payments before age 65, you generally will get a smaller monthly pension amount. The monthly amount will be reduced to account for the longer period of time your pension is likely to be paid.

However, there are exceptions:

- If your last Hour of Vesting Service or Credited Service was on or after July 1, 1998, you may get an unreduced pension if you Retire from Covered Employment on or after age 62 and have earned at least 20 Years of Credited Service and/or Vesting Service.
- If your last Hour of Vesting Service and/or Credited Service was on or after July 1, 1998, and you were born on or after July 1, 1959, your early retirement pension benefit is unreduced if, while working in Covered Employment, you reach age 62½ or older and have 25 or more Years of Credited and/or Vesting Service.

UNREDUCED EARLY RETIREMENT PENSION

If Diana was born on or after July 1, 1959, and retired from Covered Employment at age 62½ with 25 Years of Credited Service and/or Vesting Service, she would be entitled to an unreduced pension. She would receive the full amount of her age 65 pension each year starting at age 62½ (assuming there are no other adjustments as previously discussed). This unreduced early retirement pension is only available if you Retire directly from Covered Employment on or after age 62½.

If Diana was born before July 1, 1959, and was at least age 62 with 20 Years of Credited Service and/or Vesting Service when she retired from Covered Employment, she would be entitled to an unreduced pension. She would receive the full amount of her age 65 pension each year starting at age 62 (assuming there are no other adjustments as previously discussed). This unreduced early retirement pension is only available if you Retire directly from Covered Employment on or after age 62.

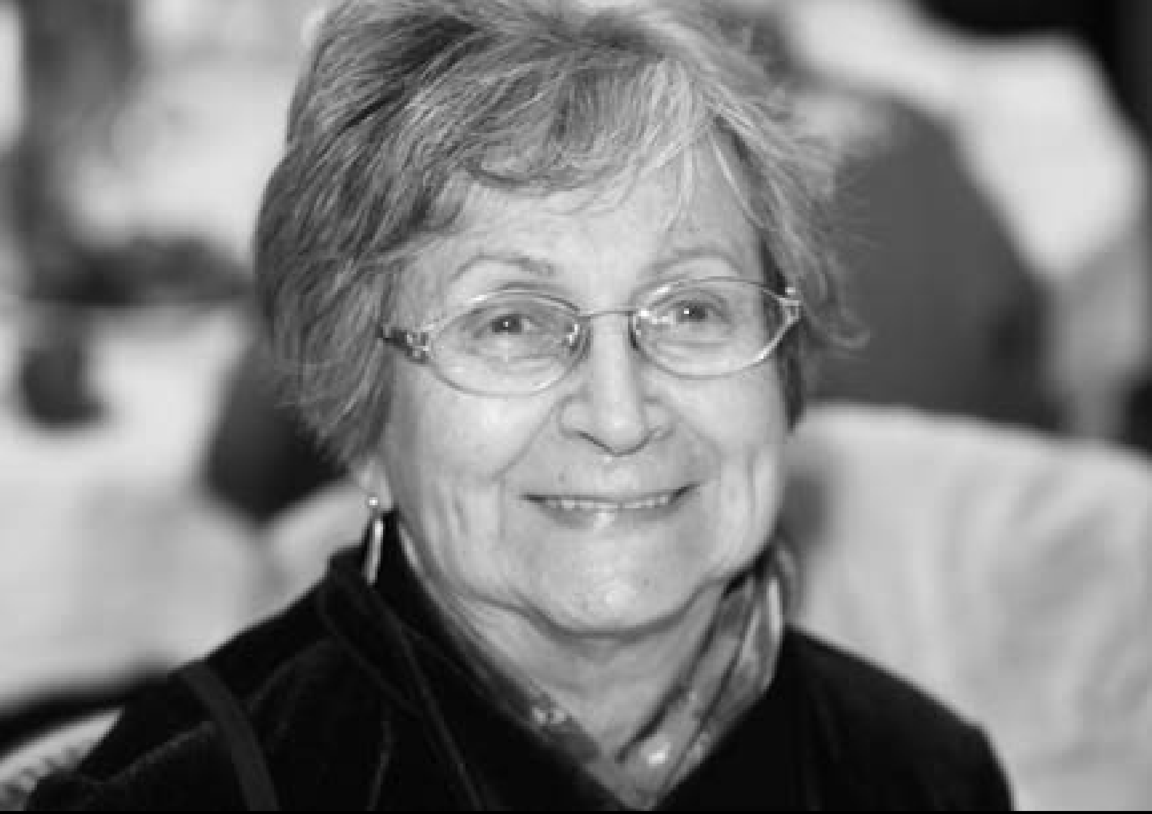
Please note that if Diana left Covered Employment at age 60 and waited until her 63rd birthday to file her pension application, for example, she would only be eligible for a reduced pension, not an unreduced pension. Also, retiree health benefits from the 1199SEIU National Benefit Fund may not be available in that situation.

SECTION V.E
GETTING A PENSION ESTIMATE

Before you Retire, you have the right to request an estimate of your pension once each calendar year. The estimate will be based on your payroll records submitted by your Employer and service credits available to the Pension Fund as of that date. Your request is kept confidential and there is no charge for this service. **However, please keep in mind that this is only an estimate.** The amount of your actual pension may be significantly more or less depending on how long you continue to work, how much you earn and the accuracy of the information the Pension Fund had when the estimate was **calculated. You may request an estimate through MyAccount: www.1199SEIUBenefits.org.**

PENSION PAYMENTS BASED ON ESTIMATES

If you receive pension benefits based on an estimate of your Average Final Pay and Credited Service rather than the actual amount, your pension will be adjusted, if necessary, when the Pension Fund verifies the information. If your benefit is lower than what you should have been paid, the Pension Fund will correct your benefit and send you (or your Beneficiary) the amount owed. If payments are found to have been too high, you (or your Beneficiary) must return the overpayment to the Pension Fund. If you don't, the Pension Fund may reduce your pension payments.



SECTION VI—CHOOSING YOUR PENSION OPTION

A. Normal Forms of Payment

B. Rules Regarding All Benefit Options

C. Applying for Benefits—Filing Your Application

D. Delayed and Retroactive Pension Starting Dates

E. Paying Taxes on Your Pension

F. Electronic Payments

SECTION VI
CHOOSING YOUR PENSION OPTION

This section describes the forms of pension payment the Plan offers and how to select one.

When you apply for your pension, you must choose an option that will determine:

- Your monthly pension payment;
- Whether your Spouse or Beneficiary continues to receive pension payments after you die; and
- The amount of your pension benefit that your Spouse or Beneficiary receives after you die.

It is important that you understand all of your options before choosing one because once your pension begins, *you will not be able to change it* except under very limited circumstances. You should make an appointment with a Pension Fund Counselor three to six months before you Retire. Your Pension Fund Counselor will:

- Explain each option;
- Help you determine the amount of your pension under each option; and
- Let you know whether or not you need your Spouse's approval.

YOUR PENSION CHOICES ARE:

Straight Life Pension with No Survivor
This type of pension pays you the full amount to which you are entitled, calculated by the Plan formula, for as long as you live. After your death, your pension stops. No payments are made to your Spouse or any other Beneficiary. This option gives you the highest monthly payment.

Joint and 100% Survivor
If you choose this option, you receive monthly pension payments until you die. After your death, your Spouse or other Beneficiary continues to receive the same monthly pension payment until he or she dies. Your monthly pension benefit is reduced by an actuarial amount, based on your age and your Spouse's or other Beneficiary's age when you Retire. The younger your Beneficiary, the lower your monthly pension payment will be during your lifetime. You may choose a Beneficiary other than your Spouse with your Spouse's consent. However, you may not choose a Beneficiary, other than your Spouse, who is more than ten years younger than you because your Beneficiary would receive too great a share of your pension.

Joint and 75% Survivor
If you choose this option, you receive monthly pension payments until you die.

After your death, your Spouse or other Beneficiary receives a benefit equal to 75% of your monthly pension until he or she dies. Your monthly pension benefit is reduced by an actuarial amount, based on your age and your Spouse's or other Beneficiary's age when you Retire. The younger your Beneficiary, the lower your monthly pension payment will be during your lifetime. You may choose a Beneficiary other than your Spouse with your Spouse's consent. However, you may not choose a Beneficiary, other than your Spouse, who is more than 19 years younger than you because your Beneficiary would receive too great a share of your pension.

Joint and 50% Survivor

If you choose this option, you receive monthly pension payments until you die. After your death, your Spouse or other Beneficiary receives a benefit equal to 50% of your monthly pension until he or she dies. Your monthly pension benefit is reduced by an actuarial amount, based on your age and your Spouse's or other Beneficiary's age when you Retire. The younger your Beneficiary, the lower your monthly pension payment will be during your lifetime. You may choose a Beneficiary other than your Spouse with your Spouse's consent. However, you may not choose a Beneficiary, other than your Spouse, who is more than 44 years younger than you because your Beneficiary would receive too great a share of your pension.

Because a Joint and Survivor Pension is paid over more than one lifetime (yours and your Beneficiary's), you get a smaller monthly amount than you would get from a Straight Life Pension with No Survivor. The amount the Plan uses to reduce your benefit depends on your age and your Beneficiary's age when payments begin (this is known as an "actuarial" factor). When you apply for your pension, the Pension Fund will tell you the exact amount of the reduction that applies to you.

Life and 60-Month Certain

If you choose this option, you receive monthly pension payments until you die. If you die before 60 months (five years) of payments have been made, your Beneficiaries, or their estates, will receive monthly pension payments until the Pension Fund has made a total of 60 months of payments. **For example,** suppose you die three years and six months (42 months) after you Retired. Your Spouse or other designated Beneficiary would continue to receive the same monthly pension payments for one year and six months (18 months) (42 + 18 = 60).

Life and 120-Month Certain

If you choose this option, you receive monthly pension payments until you die. If you die before 120 months (10 years) of payments have been made, your Beneficiaries, or their estates, will receive monthly pension payments until the Pension Fund has made a total of 120 months of payments. Using the example on the previous page, your Spouse or other designated Beneficiary would continue to receive the same monthly pension payments for six years and six months (78 months) (42 + 78 = 120).

With the written, notarized consent of your Spouse, you can change the Beneficiary of the Life and 60-Month Certain or Life and 120-Month Certain option at any time.

SECTION VI.A
NORMAL FORMS OF PAYMENT

If your benefit must begin but you have not chosen an option, the benefit provided to you would be:

IF YOU ARE NOT MARRIED: STRAIGHT LIFE PENSION WITH NO SURVIVOR

If you are not married, you will receive a Straight Life Pension with No Survivor.

IF YOU ARE MARRIED: JOINT AND 50% SURVIVOR

If you are married, you will receive a Joint and 50% Survivor Pension. This means that you get a reduced monthly amount for the rest of your life. When you die, your Spouse gets 50% of your monthly amount for as long as he or she lives. After your Spouse dies, no further benefits will be paid.

SECTION VI.B
RULES REGARDING ALL BENEFIT OPTIONS

- You must submit a completed post-retirement election form provided by the Pension Fund to select a pension option.
- If you are married when you Retire, the normal form of payment is the Joint and 50% Survivor with your Spouse as your Beneficiary. However, if your Spouse agrees in writing, as witnessed by a Notary Public, you may choose another option. Spousal consent is not required to elect any of the Joint and Survivor options where your Spouse is the Beneficiary.

Contact the Pension Fund when you first start thinking about Retirement. You may make an appointment to meet with a Pension Fund Counselor who can help you:

- Understand the pension application process and what information is needed to complete your application;
- Determine the estimated amount of your pension;
- Understand your payment options; and
- Understand what benefits may be provided by the 1199SEIU National Benefit Fund.

ABOUT YOUR SPOUSE

For Plan purposes, your "Spouse" is a person to whom you are legally married (determined in accordance with the laws of the state in which you were married) when your pension begins.

A former Spouse may be treated as your Spouse if required by law, as under a Qualified Domestic Relations Order ("QDRO"), for example, and can be assigned a portion of your pension as an "Alternate Payee" in accordance with a QDRO.

ABOUT SPOUSAL CONSENT

Generally, you must have your Spouse's written, notarized consent if you are married and elect a form of pension payment other than the Joint and 50% Survivor Pension, Joint and 75% Survivor Pension or Joint and 100% Survivor Pension with your Spouse as your Beneficiary. In certain limited circumstances—for example, if you prove to the Pension Fund's satisfaction that your Spouse cannot be located—the Pension Fund may not impose this requirement. The Pension Fund can give you more information about these situations and what steps you must take to satisfy the Pension Fund that your Spouse cannot be located.

ABOUT YOUR BENEFICIARY

These rules apply to naming a Beneficiary:

- **For the Joint and 50% Survivor Pension, the Joint and 75% Survivor Pension or the Joint and 100% Survivor Pension,** you may name any person you choose as your Beneficiary (subject to the spousal consent rules if you are married). You may change your Beneficiary designation at any time before payments begin. However, you cannot change your Beneficiary once the payments begin. For the Joint and 100% Survivor Pension, a non-Spouse Beneficiary legally cannot be more than 10 years younger than you. For the Joint and 75% Survivor Pension, a non- Spouse Beneficiary legally cannot be more than 19 years younger than you. For the Joint and 50% Survivor Pension, a non-Spouse Beneficiary legally cannot be more than 44 years younger than you.
- For the Life and 120-Month Certain Pension or Life and 60-Month Certain Pension, you may name any person you choose as your Beneficiary (subject to the spousal consent rules if you are married). You may change your Beneficiary designation at any time, whether or not payments have already started (subject, once again, to your Spouse's notarized consent). For these two pension options, you may choose more than one Beneficiary.

If you die within the guaranteed period under the Life and 120-Month Certain Pension or the Life and 60-Month Certain Pension without a surviving Beneficiary, or if the Beneficiary survives you but dies within the guaranteed period, then the value of all remaining monthly payments will be paid either to your estate or to your Beneficiary's estate, depending on the situation. If your Beneficiary dies before you, then you may change your Beneficiary. Your Beneficiary does not have the right to name another person as his or her Beneficiary.

CHANGING YOUR BENEFICIARY

Once you have selected a Beneficiary, you may not change it unless any of the following happens:

- You make the change before the effective date of your pension; or
- You elected the Life and 120-Month Certain Pension or the Life and 60-Month Certain Pension and want to change your Beneficiary; or
- The change is required by law (for example, under a Qualified Domestic Relations Order).

SECTION VI.C
APPLYING FOR BENEFITS—FILING YOUR APPLICATION

With one exception, your pension is *not* paid automatically—*you must proactively apply* for it. You must submit an application to the Pension Fund (either by mail or online through **MyAccount,** www.My1199Benefits.org) at least three to six months before you want your pension to start. The one exception to this rule is if you are not working for a Contributing Employer after age 70½ (see Section IV). Generally, unless you are Retired and age 70½, the earliest date you can begin receiving pension payments is the later of the month following your actual Retirement, or the month following the filing of your application with the Pension Fund. Members who are age 70½ and have yet to Retire may collect their pension April 1st of the calendar year after the year they reach age 70½, but they *must file an application* with the Pension Fund.

DISCLOSURES TO YOU

As part of the application process, and during the 30- to 180-day period before your pension starts, the Pension Fund will give you more information on the forms of payment available under the Plan. This information will include each of the following:

- A description of the payment options and the amount (or estimated amount, if the Pension Fund does not have all the necessary information) payable to you under each of them;
- An explanation of the general financial effect of each form of payment and a description of the relative value of each payment option available to you; and
- A description of your Spouse's right to give or withhold consent to your payment option election.

TIME FOR ELECTION

You may elect a form of payment at least 30 but no more than 180 days before the date your pension can start. Distribution may begin sooner than 30 days, but no less than eight days, after receipt of the information package, provided that: (1) you are clearly informed that you have a right to consider your options for at least 30 days; and (2) you elect to receive a distribution before the 30 days, with the consent of your Spouse if you are married. Such consent may not be more than 180 days before payment begins.

CHANGING YOUR ELECTION

Once you elect a form of payment, you may change or modify it at any time before the date your pension payments begin.

IF YOU DIE WITHOUT A SPOUSE BEFORE YOUR PAYMENTS BEGIN

If you have completed an application and a valid post-retirement election form in the 180-day period before your pension payments will begin, your Beneficiary or estate will begin receiving the payments you elected on the *later* of two dates:

- Your Earliest Payment Date; or
- The first of the month after the date of your death.

If you have not completed a valid post-retirement election form but the Pension Fund is satisfied with clear and convincing proof of your intent to select a Beneficiary, then your intended Beneficiary may receive a survivor benefit in an amount that is the least valuable under the Plan.

SECTION VI.D
DELAYED AND RETROACTIVE PENSION STARTING DATES

You have at least 30 days to review any pension distribution materials you receive from the Pension Fund and to select a form of payment.

If the date of your first payment is delayed, you will have two choices:

- You can elect to change your Pension Starting Date to the date the first payment can be made; in such cases, your pension will be actuarially adjusted (increased) to reflect the delay; or
- You may elect to receive your pension based on the Pension Starting Date you originally selected *plus* a one-time retroactive payment covering any pension payment(s) missed during the delay, plus interest. This is sometimes referred to as a Retroactive Annuity Starting Date. If you are married, your Spouse must consent to this retroactive distribution.

ONCE PENSION PAYMENTS START

Once your pension starts, don't forget to notify the Pension Fund if any of the following occurs:

- Your address changes. In this case, you must provide signed, written notification.
- You plan to return to work. You must describe the type of work and give the name of your Employer.
- You are ill and are unable to endorse your checks.
- It is after the first of the month and you have not received your pension payment.

SECTION VI.E
PAYING TAXES ON YOUR PENSION

Your pension is taxable. You must decide whether or not to have a portion of your pension checks automatically withheld for federal tax purposes. In either case, you should be prepared to pay taxes on your pension payments. The Pension Fund is required by law to report your pension payments to the government and send you a Form 1099-R. If you are a non-resident alien residing outside of the country, the Pension Fund will send you a Form 1042-S and will withhold taxes as required by law. To request a change of address or tax withholding, contact the Pension Fund.

Tax laws are complicated. To fully understand the tax consequences of any pension benefit you receive from the Plan, **you should consult a tax advisor.** The Pension Fund cannot advise you on any legal or tax matters.

SECTION VI.F
ELECTRONIC PAYMENTS

The quickest, safest and easiest way to get your pension is through one of two electronic payment options: direct deposit or an ADP Wisely Pay Card. With **direct deposit,** your pension payment is electronically transferred to your bank (or other financial institution) within the United States. If you choose the prepaid **ADP Wisely Pay Card,** your monthly pension payment will be loaded onto the card, which you can use wherever Visa is accepted, as well as at over 70,000 nationwide in-network ATMs. Both electronic payment options mean there is no paper check to be lost or stolen. Plus, there's no waiting for your check to clear, so you have immediate access to your money—on the first business day of the month. To make your selection, visit **MyAccount** (www.My1199Benefits.org), where you can complete and submit your Pension Payment Election Form. Or, you may complete the paper copy we sent to you and submit it via email, Pension@1199Funds.org, fax, (646) 473-8747, or mail using the business reply envelope included with the form. If you have questions, or to request a copy of the form, call the Pension Fund at (646) 473-8666. Outside New York City, please call (800) 575-7771.

SECTION VII—PROTECTING YOUR SPOUSE BEFORE YOU RETIRE

SECTION VII
PROTECTING YOUR SPOUSE BEFORE YOU RETIRE

Although the Plan is designed primarily to provide Retirement income for you, it can also provide a benefit for your Spouse if you die before you Retire, as long as you were Vested at the time of your death.

SECTION VII.A
IF YOU ARE STILL WORKING, OR STOPPED WORKING, IN COVERED EMPLOYMENT ON OR AFTER AUGUST 23, 1984

If you die before you Retire, your Spouse may be eligible to receive a benefit as long as all the following requirements are met:

- You are Vested in the Plan; and
- You and your Spouse are still married at the time of your death.

WHEN PAYMENTS START

Your Spouse can apply for pension benefits three to six months before you would have reached age 55, or any time after that. Payments generally start on the first day of the month after he or she files a completed application with the Pension Fund along with the required documentation.

If you are 55 years old or older when you die, your Spouse may be eligible to receive pension payments equal to 50% of the amount of your monthly pension benefit. This benefit is calculated based on the age you would have been when your Spouse begins receiving payments, and may be further reduced by the early retirement reduction factor (if applicable) and the surviving Spouse option. (See Section VI for an explanation of these options.) Your Spouse will receive these payments for life. Please note that if you die prior to reaching age 55, your Spouse may be eligible to receive pension payments starting at the time you would have turned 55 or any time thereafter based upon the reductions discussed above.

SECTION VII.B
IF YOU STOPPED WORKING IN COVERED EMPLOYMENT BEFORE AUGUST 23, 1984

Special rules apply to Participants who stopped working in Covered Employment before August 23, 1984. Refer to Section 10 of the Plan Document for details or contact the Pension Fund.

SECTION VIII—HOME LOANS FROM THE PLAN

SECTION VIII
HOME LOANS FROM THE PLAN

Once you've earned a right to a Vested pension, you may be entitled to borrow a limited amount to *purchase or refinance your primary residence.* Whether you are buying a new home or refinancing an existing home, you must be Vested in a benefit that has an actuarial value of at least $2,000.

SECTION VIII.A
USING YOUR PENSION BENEFIT TO GET A HOME LOAN

If you are buying or refinancing a house, cooperative apartment or condominium as your principal place of residence (primary residence), you may be able to use a portion of your pension benefit to secure a loan for your home.

If you are buying your home, you can borrow between $1,000 and $7,500 against your pension to pay the down payment or closing costs if:

- You have been approved for a mortgage by the 1199SEIU Home Mortgage Program;
- This home will be your primary residence;
- Your Employer agrees to make the required payroll deductions and submit them on time to the Pension Fund; and
- The amount of your loan does not exceed 50% of the actuarial value of the pension in which you are vested when you apply for the loan. **For example,** if the actuarial value of your Vested benefit is $2,000, your loan cannot exceed $1,000. If the actuarial value of your Vested benefit is $10,000, your loan cannot exceed $5,000. If the actuarial value of your Vested benefit is $20,000, your loan cannot exceed $7,500. (The maximum amount of a loan is $7,500.)

If you are refinancing the mortgage on your home, or if you are selling your current home and purchasing a new one, you can apply for a new loan and borrow from your pension benefit if:

- You have repaid a previous loan and your repayment record is satisfactory;
- You have been approved for a mortgage by the 1199SEIU Home Mortgage Program;
- This home is your primary residence; and
- You are Vested in a pension benefit and your loan does not exceed 50% of the actuarial value.

If you have a current loan from the 1199SEIU Home Mortgage Program which you have not entirely repaid, you will be required to pay the balance due on that loan out of the proceeds of the new loan, so that only one loan is outstanding at any time.

The Plan will charge interest on your loan at the prevailing commercial rate for comparable loans as determined by the Board of Trustees. Because these rates may change, you will be advised of the current interest rate when you apply for a loan.

SECTION VIII.B
SECURING YOUR LOAN

To qualify for a loan, you must agree to secure your loan and any interest on the loan by your pension benefit and your life insurance benefit under the 1199SEIU National Benefit Fund. If you are married, your Spouse must consent in writing to using your pension benefit as security for the loan.

SECTION VIII.C
MAKING LOAN PAYMENTS

You will be required to sign a payroll deduction form with your Employer so that the monthly loan payments are automatically deducted from your pay. Your Employer must be willing to accept this payroll deduction.

If the loan is to purchase your home, it must be repaid in equal monthly installments over a period of time, depending on the amount of the loan:

- 60 months for loans up to $5,000; or
- 96 months for loans over $5,000 and up to $7,500.

If the loan is to refinance the mortgage on your home, the repayment period cannot exceed 60 months, even if the loan exceeds $5,000. If you leave your job for a new job with a different Contributing Employer in Covered Employment, you will have to sign a new payroll deduction form so that your monthly loan payments continue to be automatically deducted from your pay.

If you do not continue to work or take a Leave of Absence from a Contributing Employer, you must continue to make regular payments to the Pension Plan until your loan is repaid.

You may pre-pay the loan in whole or in part prior to the final payment date with no penalty.

If you don't make a loan payment when it is due, you will have until the end of the following quarter to make up the late payments before the loan is considered in default. In the event you default, your entire outstanding balance, including interest, will become immediately due and payable, and it will be treated as a benefit payment. As a result, you may have to pay income taxes on the amount of the entire outstanding balance, including interest. The Plan may also institute a collection action in court and deduct any outstanding balance, including interest accrued to the date of Retirement from your accrued Vested pension benefit before payment. When you Retire, your pension will be reduced, and you may lose your entire pension.

For more information about this loan program, contact the 1199SEIU Home Mortgage Program by calling the Member Services Department at (646) 473-9200. Outside New York City, please call (800) 575-7771.

SECTION IX—OTHER INFORMATION YOU SHOULD KNOW

SECTION IX
OTHER INFORMATION YOU SHOULD KNOW

This section contains administrative information about the Plan and an explanation of certain rights you have under federal law.

SECTION IX.A
NOTICE OF DENIAL

If your claim for pension benefits has been denied, you will normally be notified within 90 days. The notification will include:

- The specific reasons for the denial;
- The specific plan provisions on which the decision was based;
- A description of any additional information required to process your claim and why it is necessary; and
- The additional steps you should take if you wish to submit your claim for review.

In special circumstances, the 90-day period may be extended to 180 days after receipt of your claim. If this happens, you will be notified in writing within the original 90-day period. This written notice will give the reasons for the delay and the estimated date that you can expect a decision. If the extension of time is required because you failed to submit information necessary to decide your claim, the period for making the determination will be extended from the date on which the extension notice is sent to you until the date on which you satisfy the Pension Fund's request for information.

SECTION IX.B
YOUR RIGHT TO APPEAL

If your claim was denied, you believe your pension amount is not correct or you wish to contest the Plan's recoupment of an inadvertent benefit overpayment, you have the right to appeal to the Retirement Committee by taking the following steps:

- You must file a written request with documentation supporting your claim to the Plan Administrator. After review, the Plan Administrator will send you a determination. If you wish to appeal that determination to the Retirement Committee, you must do so no later than 60 days after you received notice of the adverse benefit determination. To request an appeal, write to: 1199SEIU Retirement Committee, 1199SEIU Health Care Employees Pension Fund, 498 7th Avenue, 10th Floor, New York, NY 10018.
- The Retirement Committee will decide on your appeal at its next regularly scheduled quarterly meeting or, if the request is received within 30 days before that meeting, at the following regularly scheduled quarterly meeting. In special circumstances, the decision may be made at a third regularly scheduled quarterly meeting following receipt of your request. If this happens, you will be notified of the delay, the reasons for the delay and the estimated date that you can expect a decision. If the extension of time is required because you failed to submit information necessary to decide your claim, the period for making the determination will be extended from the date on which the extension notice is sent to you until the date on which you satisfy the Pension Fund's request for information.
- The decision of the Retirement Committee will be made in writing and will include an explanation of the decision and the specific references to any Plan provisions on which the decision is based.

The Retirement Committee's decision is final, binding and conclusive on all parties, subject to your right under ERISA to file a suit only in a federal court in New York City after you have exhausted the appeal process to the Retirement Committee, and only if you feel the decision is arbitrary and capricious (see Section X.D). The Board of Trustees, including the Retirement Committee, have full power and final authority and discretion to interpret and apply the Plan, determine all questions of fact (including the credibility of any person's statement or other evidence), determine eligibility for benefits and all questions of coverage and make final decisions on all claims.

SECTION IX.C
ASSIGNMENT OF BENEFITS

Benefits under the Plan are for your benefit only. They cannot be sold, transferred or otherwise given to anyone; nor are benefits subject in any manner to attachment, garnishment or other charge. However, the Plan will comply with the following:

- A Qualified Domestic Relations Order ("QDRO") that gives someone else a right to a portion of your pension, as described below.
- Any offset permitted under the Internal Revenue Code, as described below.
- A Retiree's request for deductions related to Union dues or political action contributions to the 1199SEIU United Healthcare Workers East ("Union").

QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO)

A Qualified Domestic Relations Order ("QDRO") is a court order or judgment that directs the Plan to pay benefits to your Spouse, former Spouse, child or other dependent in connection with child support, alimony or marital property rights that has been qualified by the Plan Administrator (or any duly authorized designee thereof) as complying with the Plan's QDRO policy and processing procedures. The Trustees are required by law to follow the terms of QDROs. Until the Plan has complied with the terms of the QDRO, the Trustees may restrict the pension benefits that are payable to you. These restrictions could also apply during any period when the Board of Trustees is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code and the Plan's QDRO policy.

You will be notified if the Plan ever receives a proposed QDRO with respect to your pension. For more information on QDROs, or to receive a free copy of the procedures the Trustees follow in determining if an order is qualified, contact the Pension Fund at (646) 473-8666 or 498 7th Avenue, New York, NY10018. Outside New York City, please call (800) 575-7771.

OFFSETS UNDER THE INTERNAL REVENUE CODE

Offsets permitted under the Internal Revenue Code generally involve convictions, judgments, settlements and similar dispositions entered on or after August 5, 1997, of breaches or alleged breaches of fiduciary duties under the Employee Retirement Income Security Act of 1974 ("ERISA").

UNION DUES OR POLITICAL ACTION CONTRIBUTIONS

You may agree to allow to have part of your pension reduced to pay Union dues and/or political action contributions to 1199SEIU United Healthcare Workers East. Contact the Pension Fund for more information at (646) 473-8666. Outside New York City, please call (800) 575-7771.

SECTION IX.D
PENSION BENEFIT GUARANTY CORPORATION

Your Pension Benefits under this “multi-employer plan” are insured by the Pension Benefit Guaranty Corporation (the “PBGC”), a federal insurance agency. A multi-employer plan is a collectively bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

Under the multi-employer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multi-employer 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 multi-employer plan 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 multiplied by a Participant’s Years of Service. For example, the maximum annual guarantee for a Retiree with 30 Years of Service would be $12,870, which may be amended from time to time.

The PBGC guarantee generally covers normal and early retirement benefits; disability benefits if you become disabled before the Plan terminates; and certain benefits for your survivors.

The PBGC guarantee generally *does not cover* any of the following:

- 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; or
- Non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay and severance pay; and
- Pre-retirement survivor annuities for Participants who have not died as of the Plan’s termination date.

For more information about the PBGC and the benefits it guarantees, ask the Pension Fund or contact the PBGC’s Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington, DC 20005-4026, or call (202) 326-4000 (this is 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 at www.PBGC.gov.

SECTION IX.E
HOW BENEFITS MAY BE REDUCED, DELAYED OR LOST

Under certain situations, benefits may be reduced, delayed or lost. These circumstances are spelled out in the preceding pages, but benefit payments also may be affected if any of the following apply to you:

- You or your Beneficiary do not file a claim for benefits properly or on time;
- You or your Beneficiary do not furnish the information required to complete or verify a claim;
- You or your Beneficiary do not have a current address on file with the Pension Fund;
- The Pension Fund is recouping an overpayment;
- The Pension Fund is collecting an outstanding loan payment;
- Benefits are suspended due to Disqualifying Employment; or
- A Qualified Domestic Relations Order ("QDRO") is issued.

SECTION IX.F
PLAN AMENDMENT OR TERMINATION

The Board of Trustees may, from time to time, make changes in the Plan, some of which may affect your benefits. These changes cannot reduce the credits you have already earned, unless permitted by federal law. However, the changes may reduce the benefits you earn in the future.

The Trustees intend to continue the benefits described in this SPD indefinitely. However, the Trustees reserve the right, in their sole and absolute discretion, to modify, amend or terminate the Plan, in whole or in part, at any time and to change or discontinue the type and amount of benefits offered by the Pension Fund. If the Plan is ended, you will be fully Vested in any benefit you have accrued to the extent then funded. Plan assets will be applied to provide benefits in accordance with the applicable provisions of federal law.

Retiree health benefits are available only through the 1199SEIU National Benefit Fund — not the Pension Plan. The Board of Trustees of the 1199SEIU National Benefit Fund may terminate or otherwise make changes to that Plan of Benefits, including benefits available to Retirees.

SECTION IX.G
AUTHORITY OF THE PLAN ADMINISTRATOR

Benefits will be paid only if the Retirement Committee decides in its discretion that the applicant is entitled to them under the terms of the Plan and the Summary Plan Description (together, the "Plan"). Notwithstanding any other provision in the Plan and to the full extent permitted by ERISA and the Internal Revenue Code, the Plan Administrator shall have the exclusive right, power and authority, in its sole and absolute discretion to:

- Administer, apply, construe and interpret the Plan and any related Plan documents;
- Decide all matters arising in connection with entitlement to benefits, the nature, type, form, amount and duration of benefits, and the operation or administration of the Plan; and
- Make all factual determinations required to administer, apply, construe and interpret the Plan (and all related Plan documents).

The Plan Administrator shall also have the ultimate discretionary authority to:

(i) Determine whether any individual is eligible for any benefits under this Plan;

(ii) Determine the amount of benefits, if any, an individual is entitled to under this Plan;

(iii) Interpret all of the provisions of, and terms used in, the Plan (and all related Plan documents, including this Summary Plan Description);

(iv) Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;

(v) Decide questions, including legal or factual questions, relating to the eligibility for, or calculation and payment of, benefits under the Plan;

(vi) Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other related Plan documents, including the Summary Plan Description;

(vii) Process and approve or deny benefit claims and rule on any benefit exclusions; and

(viii) Delegate its authority and responsibilities to one or more committees of the Board of Trustees, as it may determine from time to time.

All determinations made by the Plan Administrator (or any duly authorized designee thereof) and/or the Retirement Committee with respect to any matter arising under the Plan and any other Plan documents shall be final and binding on all parties.

SECTION IX.H INCAPACITATION

If anyone is entitled to receive benefits from the Plan and is judged by the Plan Administrator to be physically or mentally incapable of handling personal affairs, the Plan Administrator may pay the benefit to a legal representative or other person, as the Plan Administrator deem in the best interests of the Beneficiary or as may be ordered by a court of law.

SECTION IX.I
COMPLIANCE WITH FEDERAL LAW

The Plan is governed by current federal laws, including regulations and rulings of the U.S. Department of the Treasury and the U.S. Department of Labor. The Plan will always be construed to comply with these regulations, rulings and laws. Generally, federal law takes precedence over state law.

SECTION IX.J
RECOVERY OF OVERPAYMENTS

If you or your Beneficiary are overpaid or otherwise paid in error, the payment must be returned because it belongs to the Pension Fund. The Pension Fund will have a lien on inadvertent overpayments—the portion of the benefit payments that were overpayments or were paid in error—when the Pension Fund timely notifies you of the error. The Board of Trustees will also have the right to recover any benefit payments made that were based on false or fraudulent statements, information or proof submitted, in which case amounts recovered may include interest and costs.

In the event of an overpayment, the Pension Fund may request repayment of the amount of overpayment. If the repayment is not received, to the extent permitted by law, the amount of the overpayment may be deducted from future benefits and/or, in certain circumstances, a lawsuit may be started to enforce the terms of the Plan and recover the overpayment. If any Participant, Spouse or other Beneficiary is ordered by a court or the U.S. Department of Labor to repay any amount to the Plan based on a criminal judgment, or a violation of ERISA's fiduciary rules, the order may allow the Plan to recover that amount by reducing benefits payable to that person in the future.

SECTION IX.K
YOUR DISCLOSURES TO THE PLAN

The information you give to the Pension Fund, including statements concerning your age and marital status, affects the calculation of your benefits. **If any of the information you provide is false, you must indemnify and repay the Plan for any losses or damages caused by your false statements. In addition, if the Plan makes payments as a result of false statements, the Pension Fund may elect to pursue the matter by pressing civil or criminal charges.**

SECTION IX.L
PLAN FUNDING AND ADMINISTRATION

The Plan is what the law calls a "defined benefit" pension plan. Benefits are provided in the amounts specified in the Plan and paid out of the Pension Fund's assets. These assets are accumulated under the provisions of the Trust Agreement and are held in a Trust Fund for the purpose of providing benefits to Participants and defraying reasonable administrative expenses. The Pension Fund is administered by the Board of Trustees, which has been designated Plan Administrator for purposes of federal law.

SECTION IX.M
CONTRIBUTING EMPLOYERS

The Plan is financed by contributions paid to the Pension Fund by Employers as required under the various Collective Bargaining Agreements ("CBAs") negotiated with 1199SEIU United Healthcare Workers East. You are not required or permitted to contribute to the Plan.

Copies of the applicable Collective Bargaining Agreements may be obtained by participants upon written request to the Pension Fund and may also be available for examination during normal business hours at the Pension Fund.

The Pension Fund may charge a reasonable cost for reproduction of records.

Participants and their Beneficiaries may receive from the Pension Fund, upon written request, information as to whether a particular Employer or Employee organization is participating in the Pension Fund and, if the Employer or Employee organization is participating, its address. To obtain the above information at the Pension Fund office, you should make an appointment stating the information you wish to receive. There may be a delay if the Pension Fund has to obtain the documentation from the Employer or Union.

SECTION X—YOUR ERISA RIGHTS

SECTION X.A
YOUR ERISA RIGHTS

You have certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

GETTING INFORMATION

You have the right to:

- Examine all governing Pension Fund documents at the Pension Fund and copies of the latest annual report (Form 5500 series) filed by the Pension Fund with the U.S. Department of Labor, which is available at the EFAST website of the Employee Benefits Security Administration: www.EFAST.DOL.gov.
- Request copies of the latest governing Pension Fund documents, annual report, amortization extension applications and determinations, trust agreement and other Pension Fund information.
- Receive a summary of the Pension Fund's annual financial report. You may receive this report through Union and Pension Fund periodicals.
- Receive a notice of changes in the Plan that materially affect your benefits. Union and Pension Fund periodicals may be used for this purpose.
- Request a statement from the Pension Fund as to whether a particular Employer is a Contributing Employer to the Plan and, if so, the address of such Employer.

When requesting these documents, you are limited to one request per copy per year, and you must make your requests by writing to the Plan Administrator at PO Box 2661, New York, NY, 10108-2661. The Pension Fund can charge a reasonable fee for copies. You can also examine these documents without charge at the Pension Fund's headquarters.

FINDING OUT WHEN YOU QUALIFY FOR A PENSION

You can get a statement telling you whether or not you may qualify to receive a pension at Normal Retirement Age (age 65), based on information available to the Pension Fund.

- If you seem to qualify for a pension, the statement will give you an estimate of what your benefits will be at the Normal Retirement Age of 65 if you stop working now.
- If it appears that you do not qualify for a pension as of yet, the statement will tell you how many Years of Credited Service you have.

You must request this statement in writing or by logging in to **MyAccount** at www.My1199Benefits.org. The Pension Fund must provide it to you free of charge and is only required to provide you with such a statement once a year. Any such statement is an estimate only, based on the information you provide to the Pension Fund. Your actual pension benefit may be very different.

FIDUCIARY RESPONSIBILITY

The Board of Trustees and other people who are responsible for directing the Pension Fund—called **fiduciaries**—have a responsibility to do so prudently. They must act in the interest of all Pension Fund Participants and follow the requirements of the Plan Document except to the extent that the requirements are inconsistent with applicable federal law.

No one may fire you or discriminate against you in any way to keep you from obtaining a pension benefit or exercising your rights under ERISA.

If your written claim for a pension benefit is entirely or partially denied, you must receive a written explanation of the reason it was denied. You have the right to have the Retirement Committee review and reconsider your claim, using the Appeals Procedure described in Section IX.B.

ENFORCING YOUR RIGHTS

Under ERISA, there are steps you can take to enforce your rights:

- If you properly request the material identified in Section X from the Pension Fund and do not receive it within 30 days, you may file a suit only in a federal court in New York City.
- In such a case, the court may require the Pension Fund to provide the material and pay you up to $110 a day until you receive the material, unless the material was not sent because of reasons beyond the control of the Pension Fund.
- If you have a claim for benefits which is entirely or partially denied or ignored, you may file a suit only in a federal court in New York City, but only if you have followed the complete Appeals Procedure and you believe that the decision against you is arbitrary and capricious or violates ERISA.
- If you disagree with the Pension Fund's decision or lack of decision concerning the qualified status of a domestic relations order, you may file a suit only in a federal court in New York City.
- If the Pension Fund's fiduciaries misuse the Pension Fund'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 a suit only in a federal court in New York City. Any information that you expect to rely on should be obtained in writing since oral statements are not binding.

- The court will decide who should pay court costs and legal fees. If you are successful, the court may order that you be paid these costs and fees. If you lose, the court may require you to pay these costs and fees (for example, if it finds your claim is frivolous).

SECTION X.B
ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about:

- Receiving a pension payment, contact the Pension Fund at (646) 473-8666. Outside New York City, please call (800) 575-7771.
- Your Pension Fund's procedures or the Plan, contact the Pension Fund at (646) 473-8666. Outside New York City, please call (800) 575-7771.
- Your rights under ERISA, or if you need assistance in obtaining documents from the Pension Fund, contact the nearest area office of the U.S. Department of Labor, Employee Benefits Security Administration, listed in your telephone directory, or write to:

  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 obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-3272.

SECTION XI—GENERAL INFORMATION

SECTION XI.A
GENERAL INFORMATION

Plan Name and Address	The 1199SEIU Health Care Employees Pension Fund 498 7th Avenue, 10th Floor New York, NY 10018
Fund's Fiscal Year	January 1–December 31
How the Plan Is Funded	Payments are made to the Pension Fund by your Employer and other Contributing Employers. Your Employer's contribution rate is set in your Union contract. It is estimated to adequately meet the cost of benefit payments and administration. Since this is a multi-employer fund, costs for Employees of all Contributing Employers are calculated on a pooled basis.
Merger or Consolidation of the Plan or Transfer of Plan Assets	If the Plan merges or consolidates with any other Plan, or transfers its assets to any other Plan, your benefits (or accrued benefits) cannot be less than what you would have been entitled to if the Plan were terminated immediately before the merger, consolidation or transfer.
Employer Identification Number (EIN)	13-3604862
Plan Number	001
Type of Plan	Defined benefit pension plan
Plan Effective Date	The Plan was originally adopted effective January 1, 1991, and has been amended and restated since then. The most recent amendments are as of December 2023.

Plan Sponsor and Administrator	The 1199SEIU Health Care Employees Pension Fund is sponsored and administered by a joint Board of Trustees composed of Union Trustees and Employer Trustees. Employer Trustees are elected by the Employers on a geographical basis. Union Trustees are designated by the Union. The names and addresses of the Trustees appear in Section XI.B, although they may be changed from time to time. The office of the Board of Trustees may be contacted at: 1199SEIU Health Care Employees Pension Fund c/o Executive Director 498 7th Avenue New York, NY 10018 Phone: (646) 473-8666 Outside New York City, please call (800) 575-7771.
Contributing Employers	The 1199SEIU Health Care Employees Pension Fund will provide you, upon written request, with information as to whether a particular Employer is contributing to the Plan on behalf of Employees, as well as the address of such Employer. Additionally, a complete list of Employers and Union locals sponsoring the Pension Plan may be obtained upon written request to the Pension Fund and is available for examination at the Pension Fund.
Agent for Service of Legal Process	The name of the individual designated for service of legal process is Chief Pension Officer of the Pension Fund, at the address above for the Plan or on the Board of Trustees at the same address.

SECTION XI.B
JOINT BOARD OF TRUSTEES

Jeffrey Cohen Vice President of Labor Relations and Human Resources Mount Sinai Medical Center 19 East 98th Street, Suite 2H New York, NY 10029	Marc Leff Assistant Vice President of Labor and Employee Relations Northwell Health of Human Resources 1111 Marcus Avenue, Suite M21 Lake Success NY 11042
Jason Limson Vice President of Labor & Employee Relations Northwell Health Systems 1111 Marcus Avenue, Suite LL20 Lake Success, NY 11042	Robert Oliver, Jr. Consultant League of Voluntary Hospitals and Homes of New York 555 West 57th Street, Suite 1530 New York, NY 10019
Barbara Logan Consultant League of Voluntary Hospitals and Homes of New York 555 West 57th Street, Suite 1530 New York, NY 10019	Janice Reyes Director of Employee & Labor Relations Montefiore Medical Centers 111 East 210th Street Bronx, NY 10467
Guy Mennonna Senior Vice President of Human Resources The Brooklyn Hospital Center 121 DeKalb Avenue Brooklyn, NY 11202	Michael N. Rosenblut President and Chief Executive Officer Parker Jewish Institute 271-11 76th Avenue New Hyde Park, NY 11040
Christene Nation-Jumpp Senior Director of Human Resources Arch Care 205 Lexington Avenue, 3rd Floor New York, NY 10016	Shaun Smith Senior Vice President of Human Resources New York Presbyterian Hospital 177 Fort Washington Avenue New York, NY 10032

SECTION XI.C
RECIPROCITY AGREEMENTS

The 1199SEIU Health Care Employees Pension Fund has signed Reciprocity Agreements with the following plans. The purpose of these agreements is to give you Vesting Credit if you change jobs or transfer in or out of the collective bargaining unit.

- Health Services Retirement Plan
- Hospital League Pension Plan
- Long Island Jewish Medical Center Tax-sheltered Annuity Plan (employer now known as Northwell Health)
- Brookdale Hospital and Medical Center Salaried Employees Pension Plan
- Yeshiva University Retirement Income Plan
- Mt. Sinai Hospital and School of Medicine Tax-sheltered Annuity Plan
- 1199SEIU Greater New York Pension Fund
- SEIU Affiliates' Plan for Employees
- SEIU Staff Plan for Employees
- Local 721SEIU Plan (LPN)

SECTION XI.D
MERGER OF THE 1199SEIU HEALTH CARE EMPLOYEES PENSION FUND FOR THE 144 HOSPITAL DIVISION

Effective January 1, 2001, the 1199SEIU Health Care Employees Pension Fund for the 144 Hospital Division (the "144 Fund") was merged into this Pension Fund (the "Merger"). All Participants, Retirees and Beneficiaries of the 144 Fund, as of December 31, 2000, were *automatically* transferred to this Pension Fund on January 1, 2001.

If you became a Participant of this Pension Fund with respect to your 144 Fund service on January 1, 2001, as a result of the Merger, Vesting Service you earned with the 144 Fund as of December 31, 2000, counts toward your Vesting Service under this Pension Fund. **If you had a Break in Service between your 144 Fund Service and your service under this Pension Fund, the Pension Fund's Break-in-Service rules, as interpreted by the Board of Trustees, will be used to determine whether your 144 Fund Vesting Service counts.**

The Credited Service that you had with the 144 Fund does not count toward determining the amount of your pension earned under this Pension Fund. Starting January 1, 2001, you earn Credited Service under this Pension Fund.

Upon your Retirement, if you are Vested as a result of your service in one or both of the Pension Funds, the benefit you receive from this Pension Fund will be the sum of the benefit you earned under the 144 Fund before January 1, 2001, and the benefit you earned under this Pension Fund on or after January 1, 2001.

SECTION XI.E
MERGER OF THE PENSION FUND OF LOCAL 721SEIU

Effective April 1, 2007, the Pension Fund of Local 721SEIU ("Local 721SEIU Plan") was merged into this Pension Fund (the "Merger"). All Participants, Retirees and Beneficiaries of the Local 721SEIU Plan as of March 31, 2006, were *automatically* transferred to this Pension Fund on April 1, 2007.

If you became a Participant of this Pension Fund with respect to your Local 721SEIU Plan service on April 1, 2007, as a result of the Merger, Vesting Service you earned with the Local 721SEIU Plan as of March 31, 2007, counts toward your Vesting Service under this Pension Fund. **If you had a Break in Service between your Local 721SEIU Plan and your service under this Pension Fund, the Pension Fund's Break-in-Service rules, as interpreted by the Board of Trustees, will be used to determine whether your Local 721SEIU Plan Vesting Service counts.**

The Credited Service that you had with the Local 721SEIU Plan does not count toward determining the amount of your pension earned under this Pension Fund. Starting April 1, 2007, you earn Credited Service under this Pension Fund.

Upon your Retirement, if you are Vested as a result of your service in one or both of the Pension Funds, the benefit you receive from this Pension Fund will be the sum of the benefit you earned under the Local 721SEIU Plan before April 1, 2007, and the benefit you earned under this Pension Fund on or after April 1, 2007.

SECTION XI.F
SUCCESSORS TO THE NATIONAL PENSION FUND

For many years, the National Pension Fund for Hospital and Health Care Employees (the "Prior Plan") served Participants and Beneficiaries in various areas of the country, including New York, Pennsylvania, New Jersey and New England.

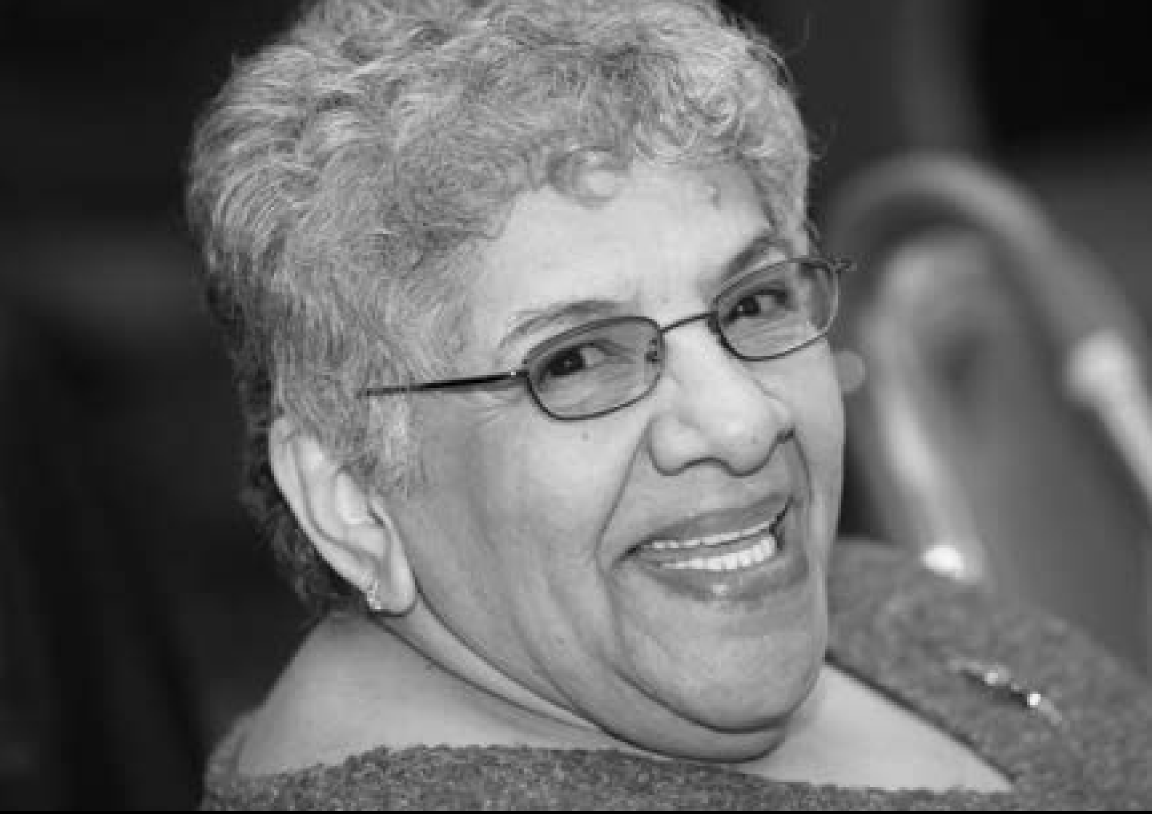
On January 1, 1991, the Board of Trustees of the National Pension Fund agreed to separate the Pension Fund geographically, and approved the formation of five new regional pension funds:

- **Philadelphia:** The Pension Fund for Hospital and Health Care Employees—Philadelphia and Vicinity
- **New York:** The 1199SEIU Health Care Employees Pension Fund
- New England: The New England Health Care Employees Pension Fund
- **New Jersey:** The District 1199J-New Jersey Health Care Employees Pension Fund
- **Connecticut:** Connecticut Health Care Associates Pension Fund

All Participants, Retirees and Beneficiaries who had credits with the National Pension Fund on December 31, 1990, were automatically transferred to the Successor Fund for their region on January 1, 1991.

If you were a Participant of this Pension Fund on January 1, 1991, all Credited Service you had with the National Pension Fund for Hospital and Health Care Employees as of December 31, 1990, counts toward your pension in the 1199SEIU Health Care Employees Pension Fund. Starting January 1, 1991, you earn credits with, and receive payments from, this Pension Fund.

The 1199SEIU Health Care Employees Pension Fund has Reciprocity Agreements with the other Successor Funds. These Pension Funds may apply to you if you were a Participant of one of the other Successor Funds on January 1, 1991, and became a Participant of this Pension Fund after that date.



SECTION XII—KEY TERMS AND DEFINITIONS

KEY TERMS AND DEFINITIONS

Alternate Payee
A non-participating Spouse, former spouse, child or other dependent who is designated by a court of law to receive part or all of your benefit under a Qualified Domestic Relations Order.

Applicable Effective Date
The date your Employer first became obligated to contribute to the Pension Fund for members of the bargaining unit in which you are employed when you first become an Active Participant. Credited Service earned starting with the Applicable Effective Date is considered Credited Future Service. You may also be eligible to have service before the Applicable Effective Date taken into account as Credited Past Service.

Approved Absence
The period, not in excess of six months, during which you cease to be an Employee due to layoff, provided you again become an Employee within 60 days of the date you are first able, or the periods during which you cease to be an Employee due to leaves of absence granted by the Contributing Employer for maternity, paternity, family or medical reasons. Approved Absence shall also include the period during which you are in military service with the Armed Forces (including Coast Guard and Merchant Marine Service) if you have reemployment rights under applicable laws and comply with the requirements of the law as to reemployment.

Average Final Pay
The average of your Regular Pay during the five consecutive Plan Years within your last ten Plan Years of Credited Future Service in which your Regular Pay was highest. "Ten-Year Average Final Pay" means the average of your Regular Pay during your last ten Plan Years of Credited Future Service. Regular Pay does not include overtime, on-call pay, commissions, bonuses and gratuities and expense allowances for this purpose, but certain types of deferred income are included (such as your contributions to a 401(k) plan).

Beneficiary
The person or persons that you designate to receive payments from the Plan upon your death. If payments are made under a Joint and Survivor Pension, that person is called your Joint Pensioner.

Break in Service
There are two types of Breaks in Service: a Temporary Break and a Permanent Break.

Board
The Board of Trustees of the 1199SEIU Health Care Employees Pension Fund.

Career Average Compensation
The product of 12 multiplied by a fraction equal to the Participant's total Regular Pay earned over all his or her months of Credited Future Service divided by the total number of months of his or her Credited Future Service.

CBA
Collective Bargaining Agreement.

Contributing Employer
1. An Employer who has a Collective Bargaining Agreement with the Union, or one of its affiliates, which provides for regular monthly payments in an amount specified by the Board of Trustees to this Pension Fund on behalf of the Employees covered by the agreement, which has been accepted by the Trustees.
2. The Union, its affiliates, the 1199SEIU National Benefit Fund or any other Employer accepted as a contributor by the Trustees and its affiliated and related Funds that are obligated by a written agreement to make regular monthly payments in an amount specified by the Trustees to this Pension Fund on behalf of its Employees, which has been accepted by the Trustees.

Covered Employment
Employment with a Contributing Employer that is obligated by a written agreement with the Union or the Pension Fund to contribute on behalf of its Employees.

Credited Service
Months or years of service in Covered Employment with a Contributing Employer, excluding months before April 1 of the year following the calendar year the pensioner attains age 70½ for which Plan pension payments are made. This is the service that is used in the formula to calculate your pension. It can also be used to determine vesting and eligibility for benefits. There are two types of Credited Service: **Credited Future Service** and **Credited Past Service.**

Credited Future Service
Credited Service earned *after* your Employer's Applicable Effective Date.

Credited Past Service
Credited Service earned *before* your Employer's Applicable Effective Date, but only if you were employed on the Applicable Effective Date.

Default Rate
Under the Pension Protection Act of 2006 (PPA), contributions are required at a rate which is less than the minimum rate established by the Board of Trustees for this benefit. The Default Rate never went into effect and therefore, is not applicable to you or to any Participant.

Deferred Vested Participant
A former Employee who is Vested and eligible for a deferred pension.

Disqualifying Employment
Employment (including Covered Employment) for more than 40 hours for any month that meets all of the following criteria at your Normal Retirement Age or at the date you Retired, if earlier:

- In the healthcare, human services or a related industry (including, but not limited to, hospitals, nursing and convalescent homes, drugstores, laboratories and medical schools and universities);
- Uses skills applicable to your previous employment in the healthcare, human services or a related industry; and
- In a state in which contributions to the Pension Fund were made or required to be made.

In addition, any Covered Employment is Disqualifying Employment before your Normal Retirement Age.

Earliest Payment Date
The later of the month following your actual Retirement, or the month following the filing of your application with the Pension Fund.

Employee
A person in Covered Employment.

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

Fund or Pension Fund
The 1199SEIU Health Care Employees Pension Fund.

Hour of Service
Generally, a 60-minute period during which contributions are required to be made to the Plan on your behalf by a Contributing Employer (or are waived by the Board of Trustees).

Hour of Vesting Service
"Hour of Vesting Service" means each 60-minute period:

- For which contributions are required with respect to your employment (or with respect to which contributions for that period are waived in accordance with an action of the Board of Trustees);
- After you leave Covered Employment and during which you are working for a Contributing Employer in a capacity not covered by this Plan, as long as the Employer is obligated to contribute to the Pension Fund for employment of any of its Employees, and there is no quit, discharge or Retirement between the Covered Employment and non-Covered Employment;
- During which you are on Approved Absence as a result of Qualified Military Service; or
- During which you are eligible for and receiving weekly disability benefits from the 1199SEIU

National Benefit Fund or Workers' Compensation payments for up to a maximum of 26 weeks; and

- You will be credited with 190 Hours of Vesting Service for each calendar month in which you complete one Hour of Vesting Service for purposes of determining whether you have completed a Year of Vesting Service and a Break in Service.

Inactive Participant
A person who was admitted to participation but is no longer an Employee, although he or she is still a Participant.

Joint Pensioner
Your Spouse or another person who will receive payments after your death under a Joint and Survivor form of payment.

Normal Retirement Age
The attainment of 65 years of age or older, if you are Vested and/or when you are an Employee.

Participant
An Employee or former Employee admitted to participation in the Pension Plan who is or may become eligible to receive a benefit from the Pension Fund, including an Employee, an Inactive Participant, a Deferred Vested Participant, a person receiving a disability pension benefit and a Pensioner.

Past Service Pay
If you Retire on or after July 1, 1998, your Past Service Pay is calculated to represent your annualized rate of base pay in effect on your Applicable Effective Date reduced to reflect what you would have earned if you were working in that job on January 1, 1980. For individuals who Retired before July 1, 1998, Past Service Pay is reduced to what you would have earned if you were working in that job on January 1, 1970.

Pension Starting Date or Pension Commencement Date
The earlier of: (1) the first day of the month as of which you elect to start receiving your pension (as long as you have also fulfilled all application requirements by that date); or (2) the April 1st of the calendar year after the year in which you reach age 70½.

Pensioner
A Participant or former Employee who Retires and is eligible for a pension under the Plan.

Permanent Break in Service
If you have not earned a right to a Vested benefit and stop working for a Contributing Employer after June 30, 1989, a Permanent Break in Service occurs once you have five consecutive one-year Temporary Breaks in Service.

Plan
The Pension Plan of the Fund set forth in the Plan Document and summarized in this Summary Plan Description.

Plan Administrator
The Board of Trustees of the 1199SEIU Health Care Employees Pension Fund or any duly authorized designee thereof.

Plan Document
The legal document approved by the Board of Trustees establishing the terms of the Plan in compliance with ERISA and the Internal Revenue Code.

Plan Year
The calendar year (January 1 – December 31).

Preferred Rate
Contributions are required at a rate that is *at least equal* to the minimum rate established by the Board of Trustees for this benefit.

Qualified Domestic Relations Order ("QDRO")
An order issued by a court of law as part of a judgment or settlement of a divorce action, which in form and substance complies with applicable law and is determined to be a QDRO by the Plan Administrator.

Qualified Military Service
Any service in the uniformed services under the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Reciprocal Plan
A Plan with a Reciprocity Agreement with the Pension Fund.

Reciprocity Agreement
An agreement between the Pension Fund and another pension plan under which service under the other plan may be taken into account in determining Vesting Service under this Plan.

Regular Pay
Your total pay in a Plan Year during periods of Covered Employment, excluding overtime, on-call pay, commissions, bonuses and gratuities and expense allowances. However, Regular Pay does include amounts that you don't report as income because you have elected to defer them under a plan or plans established under certain sections of the Internal Revenue Code Sections, such as a 401(k) plan or a transit benefit plan. In addition, pay you receive at termination of employment for accrued vacation and severance is also included. For periods for which the Pension Fund is unable to obtain actual pay information, an estimate may be used, based on industry standards approved by the Retirement Committee.

Retire or Retirement
An Employee's complete withdrawal from employment with a Contributing Employer on one of the Retirement dates specified in this SPD.

Retirement Committee
The committee appointed by the Board of Trustees, consisting of an equal number of Union and Employer Trustees, that has the authority to hear appeals of a full or partial denial of benefits under the Pension Plan and to perform certain other administrative tasks as set forth in the Plan Document and/or as delegated by the Board.

Spouse
A person to whom you are legally married (determined in accordance with the laws of the state in which you live). For Plan purposes, a former Spouse may be treated as your Spouse to the extent required by law (for example, under a Qualified Domestic Relations Order, as defined in the Internal Revenue Code.)

Temporary Break in Service
Any calendar year in which you fail to earn more than 500 Hours of Vesting Service.

Total and Permanent Disability
To be eligible for a disability pension, you must have a "Total and Permanent Disability," which means you have been awarded a Social Security Disability benefit, and that the conditions set forth in Section IV.C of the Plan are met.

Trust Agreement
The Agreement and Declaration of Trust, as amended, establishing the Pension Fund.

Union
1199SEIU United Healthcare Workers East, 1199/Service Employees International Union or any other name by which either of them may be or have been known and their affiliates.

Vested
When you are Vested, it means your pension cannot be taken away from you, even if you leave employment before you actually Retire. Under current Plan rules, generally, you are considered "Vested" if you leave Covered Employment with five Years of Vesting Service or Credited Service, or if you attain age 65 or older while working in Covered Employment.

Vesting Service
Periods of time used to determine your right to a Vested benefit.

Year of Credited Service
A calendar year during which you earn at least 12 months of Credited Service.

Year of Vesting Service
A calendar year during which you earn at least 1,000 Hours of Vesting Service.

QUICK CONTACT INFORMATION

FOR INFORMATION ABOUT	CONTACT
1199SEIU **Health Care Employees Pension Fund**	**Phone:** (646) 473-8666 Outside New York City, please call (800) 575-7771 8:00 am to 5:00 pm, Monday through Friday **Mail:** 498 7th Avenue, 10th Floor New York, NY 10018 **Email:** Pension@1199Funds.org Website: www.1199SEIUBenefits.org
1199SEIU **National Benefit Fund**	**Phone:** (646) 473-9200 Outside New York City, please call (800) 575-7771 8:00 am to 5:00 pm, Monday through Friday **Mail:** 498 7th Avenue New York, NY 10018 **Email:** MemberServices@1199Funds.org Website: www.1199SEIUBenefits.org
1199SEIU **News and Activities**	**Website:** www.1199SEIU.org

1199SEIU **Home Mortgage Program**	**Phone:** (646) 473-9200 Outside New York City, please call (800) 575-7771
Información en español	**Número de teléfono:** (646) 473-8666 **Fuera de la ciudad de Nueva York, llame al** (800) 575-7771. Cuando respondamos a su llamada, por favor pida un representante que hable español.
Social Security	**Phone:** (800) 772-1213 TTY: (800) 325-0778 **Website:** www.SocialSecurity.gov
Medicare	**Phone:** (800) MEDICARE (633-4227) **Website:** www.Medicare.gov
Employee Benefits Security Administration (EBSA)	**Phone:** (866) 463-3278 (EFAST2 hotline) or (866) 444-EBSA (3272) **Mail:** Customer Service Center Employee Benefits Security Administration U.S. Department of Labor 200 Constitution Avenue NW Washington, DC 20210 **Website:** www.AskEBSA.DOL.gov (email option) www.DOL.gov/EBSA

PLAN DOCUMENT

THE 1199SEIU HEALTH CARE EMPLOYEES PENSION FUND

As Amended and Restated
December 2023

SCOPE

The Plan, effective January 1, 1991, and as amended and restated from time to time, has been adopted by the Trustees of The 1199SEIU Health Care Employees Pension Fund, a successor to the National Pension Fund for Hospital and Health Care Employees, to continue to fulfill the purpose of said Trust Fund, namely to provide pension or retirement benefits for Employees covered under a collective bargaining agreement between the Union and a Contributing Employer in accordance with which the Contributing Employer is required to make Contributions to the Trust Fund by reason of the service of the Employee, and to provide pension or retirement benefits to participants, beneficiaries and retirees, including those transferred to this Fund from the National Pension Fund for Hospital and Health Care Employees as of January 1, 1991.

Effective January 1, 1975, the assets and liabilities of the District 1199SEIU Drug Pension Fund were merged into the National Pension for Hospital and Health Care Employees. Active Participants in the District 1199SEIU Drug Pension Plan, limited to employees in the Retail Drug and related industries, effective October 1, 1951, and as amended from time to time thereafter, became Participants in the National Pension Plan for Hospital and Health Care Employees, but their Credited Service to January 1, 1975, shall be determined in accordance with the District 1199SEIU Drug Pension Plan in effect on December 31, 1974.

SECTION 1
DEFINITIONS

AS USED HEREIN, THE WORDS AND PHRASES BELOW SHALL HAVE THE FOLLOWING MEANING:

1.1
"Actuarial Equivalent" or "Equivalent Actuarial Value" means a benefit of equivalent value when computed on the basis of the rate of interest and the actuarial tables specified in the Plan.

1.2
"Applicable Effective Date" means, for each Participant, the date a Contributing Employer became obligated to make Contributions to the Trust Fund for members of the bargaining unit in which the Participant was employed when they first became a Participant.

1.3
"Approved Absence" means the period, not in excess of six (6) months, during which a Participant ceases to be an Employee due to lay-off provided they again becomes an Employee within sixty (60) days of the date they are first able, or the periods during which a Participant ceases to be an Employee due to leaves of absence granted by the Contributing Employer for maternity, paternity, family or medical reasons. Approved Absence shall also include the period during which the Participant is in military service with the armed forces (including Coast Guard and Merchant Marine Service) if they have reemployment rights under applicable laws and complies with the requirements of the law as to reemployment.

1.4
"Area" means a geographical area or combination of areas pursuant to Department of Labor Regulations 29 C.F.R. §2530.203-3(c)(2) and in which one or more Contributing Employers are located.

1.5
"Area Committee" means a committee of Trustees appointed by the Board of Trustees for the purposes of carrying out duties delegated by the Trustees as they pertain to an Area.

1.6

"Average Final Pay" means for each Participant, the highest average Regular Pay during five (5) consecutive Plan Years of employment after their Applicable Effective Date and within their last ten (10) Plan Years of Credited Future Service. Notwithstanding the foregoing, for each Participant whose first hour of Credited Future Service is accrued on or after August 1, 2009, other than a Participant who is described in Section 5.2(b), Average Final Pay means, the average Regular Pay during their last ten (10) Plan Years of Credited Future Service. "Consecutive" Plan Years of employment shall not be interrupted by periods during which the Participant did not receive Credited Future Service, and the calculation of average Regular Pay shall not include any period for which the Participant did not receive Credited Future Service but shall include periods during which the Participant was in Qualified Military Service. If a Participant's Credited Future Service totals five (5) years or less, their "Average Final Pay" shall be deemed to be the average of their Regular Pay over their Credited Future Service. If a Participant, who is hired on or after August 1, 2009, has Credited Future Service which total ten (10) years or less, their "Average Final Pay" shall be deemed to be the average of their Regular Pay over their Credited Future Service.

1.7

"Break in Service" means a Plan Year during which a Participant does not accumulate more than five hundred (500) Hours of Vesting Service plus Approved Absence.

1.8

"Contributing Employer" or "Employer" means any hospital, nursing home, health facility, or institution or entity in a related field or any retail drug store, company or institution or entity in a related field, which has a collective bargaining agreement by the terms of which it agrees to make Contributions to the Trust Fund which terms are acceptable to the Trustees. "Contributing Employer" also means the Union, the National Benefit Fund for Hospital and Health Care Employees and any employee welfare benefit fund which is the successor fund thereto for participants employed in the State of New York, or any other entity upon its being accepted as a Contributing Employer by the Trustees, in accordance with Section 12.5, having entered into a written agreement with the Fund which is acceptable to the Trustees. A Contributing Employer shall cease to be a Contributing Employer within the meaning of the Plan when it is no longer obligated, as the result of the termination of a Collective Bargaining Agreement or the termination of a written agreement with the Trustees, to make Contributions to this Pension Fund in the amount the

Trustees, in their sole discretion, have determined is appropriate to fund the plan of benefits, or when it otherwise ceases to maintain the Pension Plan. An employer whose status as a Contributing Employer is terminated under this Section will be readmitted as a Contributing Employer according to such terms and conditions as the Trustees shall adopt by resolution. The termination of an employer's status as a Contributing Employer under this Section shall in no way modify, change or diminish such employer's obligations to the Fund pursuant to its collective bargaining agreements or its written agreement with the Trustees.

1.9
"Contributions" means: (1) the payments to the Trust Fund provided for by the terms of the applicable collective bargaining agreement between the Union and any Contributing Employer, and (2) the requisite payments to the Trust Fund upon the acceptance of the Union or the Trust Fund or any other employer as Contributing Employer in accordance with Section 12.5. Where Contributions are not made when due, in any action or proceeding brought in court by the Trustees to collect such amounts the Contributing Employer and its successors and assigns shall be obligated, from the due date on, to pay the Fund interest on all past due Contributions at the rate of one and one half percent (1 1⁄2%) per month.

1.10
"Credited Service" or "Credited Past Service" or "Credited Future Service" means service for which credit is allowed under Section 3.

1.11
"Deferred Vested Participant" means a former Employee who is eligible for Deferred Pension pursuant to Section 6 hereof.

1.12
"Effective Date of the Plan" means January 1, 1991.

1.13
"Employee" means a person employed by a Contributing Employer in a bargaining unit represented by the Union, and of the Union or any other employer which is accepted as a Contributing Employer in accordance with Section 12.5 and with respect to whom the Trustees have agreed to accept Contributions. A disabled person who has applied for and is eligible for weekly disability benefits from the National Benefit Fund for Hospital and Health Care Employees is considered employed for the duration of the weekly disability benefits.

1.14

“Employer,” means a “Contributing Employer.”

1.15

“Fund” means the 1199SEIU Health Care Employees Pension Fund, the headquarters of which is located at: 498 7th Avenue, New York, New York 10018.

1.16

“Hour of Vesting Service” means:

(a) Each sixty (60) minute period for which Contributions are required by reason of a Participant’s employment as an Employee of a Contributing Employer (“Covered Service”), provided, however, that during such periods for which no contributions are required by the Contributing Employer in accordance with a resolution adopted or action taken by the Trustees, it shall also mean each sixty (60) minute period of a Participant’s employment as an Employee as determined by the resolution or action of the Trustees, and

(b) Each sixty (60) minute period during which a Participant is working for a Contributing Employer in other than Covered Service while the Contributing Employer is obligated to contribute to the Trust Fund for the employment of any of its Employees (provided, however, that during periods for which no Contributions are required by the Contributing Employer in accordance with a resolution adopted or action taken by the Trustees, it shall also mean each sixty (60) minute period during which a Participant is working for a Contributing Employer in other than Covered Service as determined by the resolution or action of the Trustees), provided (1) the other than Covered Service precedes or follows Covered Service, and (2) no quit, discharge or retirement occurs between such Covered Service and non-Covered Service, and

(c) Each sixty (60) minute period during which a Participant is on an Approved Absence as a result of Qualified Military Service.

(d) Each sixty (60) minute period during which a Participant is eligible for and is receiving weekly disability benefits from the 1199SEIU National Benefit Fund for Health and Human Service Employees, and

(e) For purposes of determining whether a Participant has completed a Year of Vesting Service and whether a Participant has incurred a Break in Service, a Participant will be credited with 190 Hours of Vesting Service in accordance with U.S. Department of Labor Regulation §2530.200b-3(e)(1)(iv) with respect to each calendar month in which the Participant completes at least one Hour of Vesting Service.

1.17

"Participant" means any Employee or former Employee admitted to Participation pursuant to the provisions of Section 2 who is or may become eligible to receive a benefit from this Plan but has not ceased to be a Participant pursuant to Section 2.2. The term Participant includes an Employee, a former Employee who has not ceased to be a Participant, a Deferred Vested Participant, an individual receiving a Disability Pension Benefit and a Pensioner.

1.18

"Past Service Pay" means for each Participant, their annualized rate of base pay in effect on their Applicable Effective Date and discounted back to January 1, 1970, by uniform factors adopted by the Retirement Committee, provided, however, that for those retiring on or after July 1, 1998, the annualized rate of base pay shall be discounted back to January 1, 1980. For a Participant in the Prior Plan (District 1199SEIU Drug Pension Plan) who becomes a Participant in this Plan, "Past Service Pay" means their 1969 total pay on which employer contributions to the District 1199SEIU Pension Fund were required; for a Participant in the Prior Plan (District 1199SEIU Drug Pension Plan) who becomes a Participant in this Plan and who retires on or after January 1, 1979, but before July 1, 1998, "Past Service Pay" means the greater of (a) their 1969 total pay on which employer contributions to the District 1199SEIU Pension Fund were required; or (b) their annualized rate of base pay in effect on January 1, 1970. For a Participant in the Prior Plan (District 1199SEIU Drug Pension Plan) who becomes a Participant in this Plan and who retires on or after July 1, 1998, "Past Service Pay" means the greater of (a) their 1969 total pay on which employer contributions to the District 1199SEIU Pension Fund were required; or (b) their annualized rate of base pay in effect on January 1, 1980.

When the Fund office is unable to obtain their annualized rate of base pay (or total pay, if applicable), such amounts shall be calculated utilizing industry standards through a methodology approved by the Retirement Committee.

1.19

"Pension Commencement Date" means the earlier of (a) the first day of the month as of which a Participant has elected to commence receiving benefits in accordance with the terms of the Plan or (b) the April 1 of the year following the year in which the Participant attained age 70½.

1.20
"Pensioner" means a Participant who Retires and who is eligible for pension benefits under this Plan. The term "Pensioner" shall also include a former Employee who Retired from the employ of a Contributing Employer on, or immediately prior to, the Applicable Effective Date provided, as determined by the Retirement Committee, they meet the age and service requirements of Section 4.1 and thereby is deemed eligible for pension benefits under the Plan.

1.21
"Pension Fund" means the Trust Fund when referenced as an employer.

1.22
"Plan" means the Pension Plan of the 1199SEIU Health Care Employees Pension Fund, effective January 1, 1991, as amended and restated from time to time.

1.23
"Plan Year" means the twelve (12) month period commencing each January 1.

1.24
"Post-Retirement Option" means one of the optional forms of pension after Retirement as provided in Section 7.

1.25
"Pre-Retirement Option" means an option for a participant to provide a pension to their Spouse as of the date of the Participant's death in accordance with the provisions of Section 9.

1.26
"Prior Plan" means the Plan of the National Pension Fund for Hospital and Health Care Employees in effect on and before December 31, 1990, including the District 1199SEIU Drug Pension Plan in effect on December 31, 1974.

1.27
"Qualified Military Service" means any service in the uniformed services under the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

1.28
"Reciprocal Plan" means a pension or retirement plan with which this Plan has instituted reciprocity in accordance with a resolution adopted pursuant to Section 12.6.

1.29
"Regular Pay" means for each Participant, their total pay in a Plan Year (including amounts which are not currently includable in gross income by reason of Participant's deferral election pursuant to Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), 408(p)(2)(A)(i) and 457 of the Internal Revenue Code of 1986, as amended ("Code'), but excluding amounts contributed to such plans by their employer in excess of their deferral election) during periods for which their Contributing Employer is required to make Contributions, excluding overtime, on-call pay, commissions, bonuses and gratuities and expense allowances, but no more than the maximum permitted by Code Section 401(a)(17). Effective January 1, 2002, Regular Pay for Plan Years prior to 2002 shall be determined in accordance with Code Section 401(a)(17) limit in effect in the 2002 Plan Year. For periods for which the Fund office is unable to obtain actual pay information, Regular Pay shall be calculated utilizing industry standards through a methodology approved by the Retirement Committee. For periods during which the Participant was in Qualified Military Service, Regular Pay shall be calculated in accordance with 38 U.S.C. 4318(b)(3).

1.30
"Retirement" or "Retire" refers to an Employee's complete withdrawal from employment with a Contributing Employer, on one of the retirement dates specified in Section 4. (Pension payments are subject to the conditions of Sections 7, 8, 9, 10 and 11).

1.31
"Retirement Committee" or "Pension Committee" means the Retirement Committee elected pursuant to Section 12.1.

1.32
"Trust Agreement" means the Agreement and Declaration of Trust dated as of August 8, 1990, including any amendments thereto or modifications thereof.

1.33

"Trustees" or "Board of Trustees" means the Trustees provided for in the Trust Agreement and their successors. Trustees shall also mean any individuals, such as the Executive Director, duly designated by the Trustees to carry out administrative functions.

1.34

"Trust Fund" means the Fund and/or the National Pension Fund for Hospital and Health Care Employees and/or the District 1199SEIU Drug Pension Plan.

1.35

"Union" means 1199SEIU United Healthcare Workers East, 1199P/Service Employees International Union, or any other name by which either of them may be or have been known and their affiliates.

1.36

"Year of Vesting Service" means:

(a) for all Plan Year beginning on or after January 1, 1976, a Plan Year in which a Participant accumulates at least one thousand (1,000) Hours of Vesting Service, and

(b) (Only for those who were Participants on January 1, 1976) for all Plan Years prior to January 1, 1976, the number of years of Credited Service prior to January 1, 1976, exclusive of fractions of a year.

1.37

Wherever used in this Plan, the masculine pronoun shall be deemed to include the feminine and the singular shall include the plural.

1.38

Wherever used in this Plan, the term "Spouse" means the person to whom a Participant is legally married, as recognized under applicable law, and the term "marriage" shall refer to the marriage of a Participant and their "Spouse." A former Spouse may be treated as a Participant's Spouse to the extent required under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

SECTION 2
PARTICIPATION

2.1
Each Employee shall become a Participant in the Plan as of the first day on which a Contributing Employer becomes required to make Contributions to the Trust Fund on their behalf or, if disabled as described in Section 1.13 above, as of the first day on which a Contributing Employer becomes required to make Contributions to the Trust Fund on behalf of their bargaining unit. However, during such periods for which no Contributions are required by the Contributing Employer in accordance with a resolution adopted or action taken by the Trustees, an Employee shall become a Participant as determined by the resolution or action of the Trustees.

2.2
(a) A Participant who is not a Deferred Vested Participant, an individual receiving a Disability Pension Benefit or a Pensioner shall cease to be a Participant after a Break defined as follows:

On the later of the date on which

(i) the number of consecutive one-year Breaks-in-Service is equal to or exceeds five (5) consecutive Plan Years, or

(ii) the number of consecutive one-year Breaks-in-Service is equal to or exceeds the total number of Years of Vesting Service accrued prior to the first of such consecutive one-year Breaks in Service.

(b) A Participant who is not a Pensioner shall cease to be a Participant if they die prior to Retirement.

2.3
If a Participant ceases to be a Participant for the reasons stated in Section 2.2 (a) above, and again becomes an Employee, they shall be considered a new Participant for all purposes of the Plan.

2.4
If a Pensioner again becomes an Employee and has their benefits suspended pursuant to Section 11.7 any prior election of a Post-Retirement Option shall be null and void. Any Credited Service to which they were entitled when they Retire shall be restored to them. If, upon subsequent Retirement, the Pensioner has accrued less than five (5) years of Credited Future Service after their restoration as an Employee, they shall be entitled to their previous pension with respect to the Credited Service prior to restoration as an Employee, plus a pension based upon the terms of the Plan in effect at a subsequent Retirement and their Average Final Pay and Credited Service accrued during the period after their restoration as an Employee.

However, if upon subsequent Retirement the Pensioner has at least five (5) years of Credited Future Service after their restoration as an Employee, they shall be entitled to the greater of:

(a) their previous pension with respect to the Credited Service prior to restoration as an Employee, plus a pension based upon the terms of the Plan in effect at their subsequent Retirement and their Average Final Pay and Credited Service accrued during the period after their restoration as an Employee, or

(b) a pension based upon the terms of the Plan in effect at subsequent Retirement, their Average Final Pay during the entire period before and after their restoration as an employee and their Credited Service accrued both before and after their restoration as an Employee. Such benefit shall be in lieu of their deferred pension for Credited Service accrued prior to their restoration as an Employee.

2.5
A Deferred Vested Participant who has had a Break in Service for the period set forth in Section 2.2(a) and again becomes an Employee shall maintain their entitlement to said deferred pension for Credited Service prior to restoration as an Employee as follows. If, upon Retirement, they have accrued less than five (5) years of Future Credited Service after their restoration as an Employee after the Break, they shall be entitled to their deferred pension based upon their employment prior to restoration as an Employee and the Plan then in effect, as well as a pension based upon the terms of the Plan in effect at Retirement, including their Average Final Pay and Credited Service accrued during the period after their restoration as an Employee.

However, if, the Deferred Vested Participant has accrued at least five (5) years of Future Credited Service after their restoration as an Employee after the Break, upon subsequent Retirement, they shall be entitled to the greater of:

(a) their deferred pension based upon their employment prior to restoration as an Employee and the Plan then in effect, as well as a pension based upon the terms of the Plan in effect at their Retirement and their Average Final Pay and Credited Service accrued during the period after their restoration as an Employee, or

(b) a pension based upon the terms of the Plan in effect at Retirement, their Average Final Pay during the entire period before and after their restoration as an Employee and their Credited Service accrued both before and after their restoration as an Employee. Such benefit shall be in lieu of their deferred pension for Credited Service accrued prior to their restoration as an Employee.

2.6

A Participant who ceases to be an Employee will continue as a Participant and may become eligible for benefits under this Plan if they remain continuously covered by any Reciprocal Plan. Conversely, a person with coverage under any Reciprocal Plan who becomes an Employee may become eligible for benefits under this Plan. The conditions for determining eligibility for benefits will be specified in the applicable resolutions for reciprocity with the Reciprocal Plan referred to above, but anything to the contrary notwithstanding, the pension payable under this Plan shall be based solely on the Participant's Credited Service, Past Service Pay and Average Final Pay under this Plan.

2.7

A Participant or Pensioner shall file such information as the Trustees shall require in order to establish and/or maintain their eligibility for pension.

SECTION 3
CREDITED SERVICE

3.1

The term "Credited Service" as used in connection with determining a Participant's eligibility for benefits shall be the sum of:

(a) Credited Past Service plus Credited Future Service under the Plan of the National Pension Fund for Hospital and Health Care Employees as of December 31, 1990; plus

(b) Credited Past Service plus Credited Future Service as defined in Section 3.2; plus

(c) Service for which credit is allowed in accordance with resolutions adopted with respect to any Reciprocal Plan; plus

(d) Service for which credit is granted in accordance with Section 414(u) of the Code for periods of a Participant's Approved Absence due to Qualified Military Service.

3.2

The term "Credited Service" as used in calculating benefit amounts in Section 5 and Section 6 shall be specifically identified as:

(a) Credited Future Service except as provided in (c), (e) and (g) means, for each Participant, their total service on and after their Applicable Effective Date, credited at the rate of one (1) month for each month for which Contributions are required to be made to the Fund by reason of the Participant's employment. In addition, each Participant employed after their Applicable Effective Date shall be credited with one (1) month of Credited Future Service, to a maximum of six (6) months, for each month of employment with a Contributing Employer in a bargaining unit position prior to the date Contributions are required to be made to the Fund by reason of the Participant's employment. During such periods for which no Contributions are required from a Contributing Employer in accordance with a resolution adopted or action taken by the Trustees, the accrual of Credited Future Service shall be determined in accordance with the adopted resolution or action of the Trustees.

(b) Credited Past Service shall be granted only to a person who became a Participant as of their Applicable Effective Date and (1) their Applicable Effective Date is on or before July 31, 2009, or (2) they were a member of a bargaining unit listed in Appendix B hereto as of July 31, 2009. It shall be determined as of the date such person ceases to be an Employee and, except as provided in (c) and (e), it means for each Participant their total service prior to their Applicable Effective Date with all Contributing Employers including Approved Absence for military service. Service with a Reciprocal Plan shall not be recognized as Credited Past Service unless specifically provided for in resolutions adopted with respect to any Reciprocal Plan. Credited Past Service shall not be granted for any service with a Contributing Employer in a job category which has not been included for pension coverage under this Plan (i.e., contributions required) as of the date Participant last worked in Covered Service. The Credited Past Service segments for each Participant shall be computed in years and months from the first of the month of employ to the first of the month after which the Participant terminated their employ, if such was the case, but in no event will Credited Past Service be allowed for service after the Applicable Effective Date.

(c) Anything to the contrary notwithstanding, a Participant in the District 1199SEIU Drug Pension Plan in effect on or before December 31, 1974, shall have their Credited Service to January 1, 1975, determined in accordance with that Plan; however, such service prior to 1970 shall be deemed Credited Past Service and that after 1969 shall be deemed Credited Future Service.

(d) Credited Future Service and Credited Past Service shall also include any service for which credit is granted to a Participant in accordance with section 414(u) of the Code for periods of the Participant's Approved Absence due to Qualified Military Service. In the case of a Participant in the Plan who dies on or after January 1, 2007, while performing Qualified Military Service (as defined in Section 414(u) of the Code), the survivors of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment with the Contributing Employer on account of death, which benefits shall include receiving service credit for vesting purposes under the Plan for the period of the deceased Participant's Qualified Military Service. Credited Service shall not include the total service for each Pensioner on and after their Retirement date during any such period they collect a pension before April 1 of the year following the calendar year they attain age 70½.

(e) Moreover, a Participant who was a participant in the 1199SEIU Health Care Employees Pension Fund for the 144 Hospital Division ("144 Fund") and became a Participant in this Plan as a result of the merger of the "144 Fund" into the Trust Fund shall not be entitled to Credited Past Service under the terms of this Plan.

(f) Moreover, a Participant who was a participant in the Pension Fund of Local 721 S.E.I.U. (the "721 Fund") and became a Participant in this Plan as a result of the merger of the 721 Fund into the Trust Fund, shall not be entitled to Credited Past Service under the terms of this Plan.

(g) Notwithstanding the foregoing, a Participant whose first hour of Participation is on or after October 1, 2018, and is not on the Participant's Applicable Effective Date, shall not accrue Credited Future Service until the first anniversary of employment in the bargaining unit for which Contributions are required to be made to the Fund.

3.3

Periods of Concurrent Credited Service shall be considered as one and the same so that there is no duplicate credit. If, due to different Applicable Effective Dates, a Participant has periods of concurrent Credited Past Service and Credited Future Service, then only Credited Future Service shall be granted for such periods.

3.4

In the event a Participant ceases to be a Participant and again becomes a Participant, they shall receive no credit for benefit or eligibility purposes for service prior to their becoming a new Participant other than as provided in accordance with Section 2.4 and Section 2.5 or pursuant to resolutions adopted with respect to any Reciprocal Plan. Otherwise, one who has ceased to be a Participant has forfeited all rights under the Plan and shall not be entitled to any benefits under the Plan except as provided in Section 6.

SECTION 4
RETIREMENT DATES

4.1

Normal Retirement Date: A Participant's Normal Retirement Date is the First of the month following:

(a) both

  (i) Attainment of Age 65, and

  (ii) the completion of:

    (A) Ten years of Credited Service and/or Vesting Service; or

    (B) With respect to a Participant whose last Hour of Vesting Service was on or after June 30, 1989, Five years of Credited Service and/or Vesting Service, or

(b) The fifth anniversary of the date the Participant commenced participation if the Participant commenced participation on or after age 60, has One Hour of Vesting Service on or after January 1, 1988, and is an Employee on the fifth anniversary of the date the Participant commenced participation or

(c) The tenth anniversary of the date the Participant commenced participation if the Participant commenced participation on or after age 55, and is an Employee on the tenth anniversary of the date the Participant commenced participation or

(d) The attainment of age 65, or any later age of the Participant if they are an Employee upon attainment of such age.

A Participant may continue to work for a Contributing Employer beyond Normal Retirement Date in which case they shall continue to accrue Credited Service but shall not be entitled to any actuarial adjustment to their pension in respect of periods before their Retirement. However, in the case of an employee who retires in a calendar year after the calendar year in which the employee attains age 70½ and who has not yet commenced receiving their Normal Retirement Pension, the employee's accrued benefit shall be actuarially increased to take into account the period between the April 1 of the year after the year they attain age 70 ½ and their Normal Retirement Date. Notwithstanding the foregoing, no service or Regular Pay after the Participant attains age seventy-two (72) shall be considered in determining the amount of pension. The preceding sentence shall not, until November 1, 1979, be applicable to active Participants in the District

1199SEIU Drug Pension Plan, limited to employees in the Retail Drug and related industries, effective October 1, 1951, and shall no longer be applicable commencing with Retirement Dates after May 31, 1983.

4.2

Early Retirement Date:

A Participant's Early Retirement Date is the first of the month following both:

(a) Attainment of age 55, and

(b) the completing of:

   (i) Ten years of Credited Service, and/or Vesting Service; or

   (ii) With respect to a Participant whose last Hour of Vesting Service was on or after June 30, 1989, five years of Credited Service and/or Vesting Service.

4.3

Anything in this Plan to the contrary notwithstanding, a Participant who has applied and is eligible for weekly disability benefits from the 1199SEIU National Benefit Fund for Health and Human Service Employees or a Participant who has applied and is eligible for workers' compensation shall not be eligible for a Normal Retirement Pension, Early Retirement Pension or Disability Pension Benefit until the first of the month following the expiration date of such weekly disability benefits or workers' compensation.

4.4

A Participant shall specify, in their application for pension, the date they wish payments to commence (The "Payment Start Date"). The Payment Start Date shall not commence effective before the later of the month following actual Retirement or the month following the filing of the application with the Pension Fund Office. Notwithstanding the above, the Participant may elect a Payment Start Date on the April 1 of the calendar year after the calendar year in which they have attained age 70½. Notwithstanding the above, a Participant who filed a complete application that meets the requirements of the Plan and a valid option election form, but died prior to the Payment Start Date of their pension without a Spouse eligible for a benefit under Sections 9 or 10, will have their survivor benefit paid pursuant to the option elected by the Participant, commencing as of the first of the month following the Participant's date of death or the Payment Start Date whichever is later.

If a Participant who filed an application, but not a valid option election form, dies prior to the effective date of their pension without a Spouse, and for whom clear and convincing proof of the Participant's intent to provide for a beneficiary is established to the satisfaction of the Plan Administrator in its sole and exclusive discretion, a survivor benefit will be paid to the intended beneficiary, in an amount determined using the benefit option which provides the least valuable benefit. See Section 5.7 for timing of distributions.

4.5

Whether or not an application has been filed, a Deferred Vested Participant who has attained age 70½ shall receive pension payments commencing no later than April 1 of the year after age 70½ was attained.

SECTION 5
AMOUNT OF PENSION

5.1

A Participant who has not attained age 70½ shall not be entitled to a pension until they meet the age and service requirements and has retired and has filed a current and valid application for pension with the Pension Fund Office. They must specify in their application for pension one of the optional forms of pension, the date they wishes payments to commence; but, effective with respect to applications filed after December 31, 1976, unless the Participant has attained age 70½, payments of a Normal Retirement Pension or Early Retirement Pension shall not commence prior to the Payment Start Date; a person receiving weekly disability benefits from the 1199SEIU National Benefit Fund for Health and Human Service Employees shall not be considered as having Retired until expiration of those payments.

5.2

Normal Retirement Pension:

The monthly Normal Retirement Pension commencing on or after a Participant's Normal Retirement Date shall be one-twelfth of an amount determined in accordance with (a), (b), (c), (d), (e), (f) or (g) below:

(a) With respect to a Participant whose first hour of Credited Future Service was accrued on or after August 1, 2009 (applies to a Participant on whose behalf contributions are required at a rate which is at least equal to the minimum rate established by the Trustees for this benefit), other than a Participant described in (b) below: 1.60% of their Average Final Pay multiplied by their Credited Future Service;

(b) With respect to a Participant whose first hour of Credited Future Service was accrued on or after August 1, 2009, and who

   (i) was covered by a collective bargaining agreement which was executed prior to August 1, 2009, or

   (ii) was in one of the bargaining units listed in Appendix A hereto

   Provided that the Participant was a member of the bargaining unit as of August 1, 2009, an agreement providing for contributions to be made at the rate which is at least equal to the minimum rate established by the Trustees for this benefit was in effect as of, and was executed on or before, December 31, 2009, and the Participant was covered by the foregoing agreement as of their Applicable Effective Date and with respect to a Participant whose last hour of Credited Service was on or after April 1, 2005, and whose first hour of Credited Future Service is on or before July 31, 2009 (applies to a Participant on whose behalf contributions are required at a rate which is at least equal to the minimum rate established by the Trustees for this benefit):

(i) For Credited Future Service (after their Applicable Effective Date); 1.85% of their Average Final Pay multiplied by their Credited Future Service, plus

(ii) For Credited Past Service (if applicable, prior to their Applicable Effective Date): The larger of $66 or 1.5% of their Past Service Pay, multiplied by their Credited Past Service (See Note below).

(c) With respect to a Participant whose last hour of Credited Service was on or after January 2, 1992, and April 1, 2005, (applies to a Participant on whose behalf contributions are required at a rate which is at least equal to the minimum rate established by the Trustees for this benefit):

(i) For Credited Future Service (after their Applicable Effective Date); 1.76% of their Average Final Pay multiplied by their Credited Future Service, plus

(ii) For Credited Past Service (prior to their Applicable Effective Date): The larger of $66 or 1.5% of their Past Service Pay, multiplied by their Credited Past Service (See Note below).

(d) With respect to a Participant whose last hour of Credited Service under the Plan or under the Prior Plan was on or after January 1, 1985, and before January 2, 1992, (applies to a Participant on whose behalf contributions are required at a rate which is at least equal to the minimum rate established by the Trustees for this benefit):

(i) For Credited Future Service (after their Applicable Effective Date): 1.60% of their Average Final Pay multiplied by their Credited Future Service, plus

(ii) For Credited Past Service (prior to their applicable Effective Date): The larger of $66 or 1.5% of their Past Service Pay, multiplied by their Credited Past Service.

(e) With respect to a Participant transferred from the Prior plan whose last hour of Credited Service was after December 31, 1974, and on or before December 31, 1984, (applies to a Participant on whose behalf contributions at the highest rate as then established by the Trustees of the National Pension Fund for Hospital and Health Care Employees for this benefit were required):

(i) Credited Future Service (after their Applicable Effective Date): 1.45% of their Average Final Pay multiplied by their Credited Future Service, plus

(ii) For Credited Past Service (prior to their Applicable Effective Date): The larger of $66 or 1.5% of their Past Service Pay, multiplied by their Credited Past Service.

(Note: For a Participant who was a participant in the 1199SEIU Health Care Employees Pension Fund for the 144 Hospital Division (the "144 Fund") on or before December 31, 2000, their Normal Retirement Pension shall be the sum of (i) the monthly amount computed in accordance with the formula in Section 5.2(a) for the period on or after January 1, 2001, and (ii) the vested benefit which the Participant accrued under the terms of the plan of the 144 Fund prior to January 1, 2001.) (Note: For a Participant in the District 1199SEIU Drug Pension Plan in effect on or before December 31, 1974, the minimum for Credited Past Service to 1970 is their accrued pension as of December 31, 1969, under that Plan and a unit of $39.60 is to be used in lieu of $66 in the formula above if their Past Service Pay is $3,000 or less).

(f) With respect to a Participant transferred from the Prior Plan whose last hour of Credited Service was on or before December 31, 1974 (applies to a Participant on whose behalf contributions at the highest rate as then established by the Trustees of the National Pension Fund for Hospital and Health Care Employees for this benefit were required):

(i) Credited Future Service (after their Applicable Effective Date): 1.2% of their Average Final Pay multiplied by their Credited Future Service, plus

(ii) For Credited Past Service (prior to their Applicable Effective Date): The larger of $60 or 1.0% of their Past Service Pay, multiplied by their Credited Past Service.

(g) A Participant shall not be entitled to an actuarial adjustment in the amount of their Normal Retirement Pension on account of periods worked in Covered Employment, or employment described in Section 11.7, after age 65 but before their Retirement.

5.3

Early Retirement Pension:

(a) (I) For Retirees commencing benefit payments prior to January 1, 2019, the Early Retirement Pension shall be an amount computed in accordance with the formula in Section 5.2 reduced by one-half percent (1/2%) for each month by which the actual retirement date precedes the Normal

Retirement Date, and (II) for Retirees commencing benefit payments on or after January 1, 2019, the Early Retirement Pension shall be an amount computed in accordance with the formula in Section 5.2, reduced (A) for Participants born before July 1, 1959 (and in Covered Employment on or before December 31, 2018), by one-half percent (1/2%) for each month by which the actual retirement date precedes the Normal Retirement Date, and (B) for Participants born on or after July 1, 1959, actuarially reduced (based on the interest and mortality tables identified in Section 12.4(b)(iii) to take into account the period between the benefit commencement date and their Normal Retirement Date, provided, however that:

(i) a Participant whose last hour of Credited Service and/or Vesting Service was on or after June 15, 1995, but before July 1, 1998, after (I) attainment of at least age 62 and (II) completion of 25 years of Credited Service and/or twenty-five years of Vesting Service, shall be entitled to an immediate unreduced Early Retirement Pension computed in accordance with the formula in Section 5.2.

(ii) For Retirees commencing benefit payments prior to January 1, 2019, a Participant whose last hour of Credited Service and/or Vesting Service was on or after July 1, 1998, after (I) attainment of at least age 62 and (II) completion of 20 years of Credited Service and/or 20 years of Vesting Service, shall be entitled to an immediate unreduced Early Retirement Pension computed in accordance with the formula in Section 5.2.

(iii) For Retirees commencing benefit payments on or after January 1, 2019, (I) a Participant born before July 1, 1959 (and in Covered Employment on or before December 31 2018), whose last hour of Credited Service and/or Vesting Service was on or after July 1, 1998, after (A) attainment of at least age 62 and (B) completion of 20 years of Credited Service and/or 20 years of Vesting Service, shall be entitled to an immediate unreduced Early Retirement Pension computed in accordance with the formula in Section 5.2, and (II) a Participant born on or after July 1, 1959, whose last hour of Credited Service and/or Vesting Service was after (A) attainment of at least age 62½ and (B) completion of 25 years of Credited Service and/or 25 years of Vesting Service, shall be entitled to an immediate unreduced Early Retirement Pension computed in accordance with the formula in Section 5.2.

(b) In lieu of an immediate monthly pension, a Participant may elect a deferred Early Retirement Pension to commence on the first of any month after their

Early Retirement Date and on or before their Normal Retirement Date in which case such Early Retirement Pension shall be the amount computed in accordance with the formula in Section 5.2 reduced as described in 5.3(a).

(c) Notwithstanding the foregoing paragraphs 5.3(a) and (b), for a Participant born on or after July 1, 1959, and commencing Retirement benefits on or after January 1, 2019, their early retirement benefit is the greater of (I) the benefit earned as of December 31, 2018, using the reduction factors described in 5.3(a)(I), or unreduced after attainment of age 62 with 20 years of Credited and/or Vesting Service (provided the last hour of Credited Service and/or Vesting Service was after attainment of at least age 62) and (II) the benefit described in paragraph 5.3(a)(II)(B).

5.4

Notwithstanding the provisions of this Section 5 or Section 6, if the Trustees accept a Contributing Employer for participation after the Effective Date of the Plan under special conditions as provided in Section 12.5, they may adopt a different pension formula with respect to the Employees of such Contributing Employer.

5.5

Minimum Pension Amount: Where the monthly amount calculated under Sections 5.2, or 8.2 for full-time Employees who commenced receiving pension payments effective prior to July 1, 1989, is less than $100, the amount shall be increased to $100 commencing with payments for July 1989.

5.6

Maximum Pension Amount: The annual pension benefit accrued or payable to any Participant shall not exceed the maximum permitted by Code Section 415(b) and the Treasury Regulations thereunder, the terms of which shall be incorporated by reference herein for all Plan Years commencing on or after January 1, 2008. Any distribution provided based on a retroactive annuity starting date (including interest as provided in Section 7.9(c)) shall not exceed such maximum in effect on the retroactive annuity starting date and the date the benefits actually commence. However, if distributions commence no more than twelve months after the retroactive annuity starting date, the distribution shall not exceed such maximum in effect on the retroactive annuity starting date only. The actuarial assumptions required to be utilized by the Plan for testing the Code Section 415(b) maximum pension amount, for Plan Years on and after January 1, 2008, shall be the applicable interest rate and mortality table as determined under Code Section 417(e)(3).

5.7
Mandatory Commencement of Benefits

(a) Applicability

(i) The provisions of this Section 5.7 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) The requirements of this Section 5.7 will take precedence over any inconsistent provisions of the Plan.

(iii) All distributions required under this Section 5.7 will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Code.

(iv) Notwithstanding the other provisions of this Section 5.7, other than subsection (a)(iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution

(i) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(ii) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(B) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, unless the Beneficiary elects to have the Participant's entire interest distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) If there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this subsection (b), other than subsection (b)(ii)(A), will apply as if the surviving Spouse were the Participant.

(E) For purposes of this subsection (b)(ii) and subsection (e), distributions are considered to begin on the Participant's Required Beginning Date (or, if subsection (b)(ii)(D) applies, the date distributions are required to begin to the surviving Spouse under subsection (b)(ii)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (c), (d) or (e) hereof. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury Regulations that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year

(i) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsections (d) or (e) hereof;

(C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(D) payments will either be nonincreasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the annual percentage increase in a cost of living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in subsection (d) hereof dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);

(3) to provide cash refunds of employee contributions upon the Participant's death; or

(4) to pay increased benefits that result from a Plan amendment.

(ii) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (b)(2)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semiannually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(iii) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements for Annuity Distributions that Commence During Participant's Lifetime

(i) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A2 of Section 1.401(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(ii) Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin

(i) If the Participant dies before the date the distribution of their interest begins and there is a designated Beneficiary, unless the Beneficiary elects to have the Participant's entire interest distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death, the

Participant's entire interest will be distributed, beginning no later than the time described in subsection (b)(ii)(A) or (B), over the life of the designated Beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(ii) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If the Participant dies before the date distribution of their interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this subsection (e) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(ii)(A).

(f) Definitions

(i) Beneficiary. The individual who is designated by the Participant (or the Participant's surviving spouse) as the beneficiary of the Participant's interest under the Plan and who is the designated beneficiary under Treasury Regulation Section 1.401(a)(9)4.

(ii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subsection (b)(ii).

(iii) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)9 of the Treasury Regulations.

(iv) Required Beginning Date. April 1 of the Calendar Year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Participant retires. The preceding subsection (ii), above, shall not apply if the Participants is a 5% owner as defined in the Treasury Regulations under Section 401 (a) (9) of the Code

(A) The form of benefit payments specified here will be irrevocable once payments begin, with the sole exception that the form may be changed to a single life annuity if the Participant proves to the satisfaction of the Plan Administrator that they did not have a Spouse (including an alternate payee under a qualified domestic relations order, as defined in Sections 206(d) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and 414(p) of the Code) on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse, if proven to the satisfaction of the Plan Administrator to be different from the foregoing assumptions.

(B) Federal, state and local income tax, and any other applicable taxes will be withheld from the benefit payments as required by law.

(g) For purposes of this Section, and in accordance with applicable Treasury Regulations, any death benefit to a Participant's child shall be treated as if it had been paid to such Participant's surviving Spouse if such amount will become payable to such surviving Spouse upon such child's reaching the age of majority (or upon the occurrence of such other event as may be designated by applicable Treasury Regulations).

SECTION 6
DEFERRED PENSIONS

6.1

A former participant of the Prior Plan or a Participant who ceases to be an Employee and who, on the last day on which they accrued an Hour of Vesting Service had accumulated at least:

(a) Ten (10) Years of Credited Service, and/or Vesting Service before June 30, 1989; or

(b) Five (5) Years of Credited Service* and/or Vesting Service, the last day of which was on or after June 30, 1989, but who had not attained age fifty-five (55), shall be eligible for a deferred monthly pension to commence on the first of any month following attainment of age fifty-five (55).

The amount of such Participant's deferred monthly pension shall be based on the Plan as in effect on the last day for which Contributions on their behalf were required and shall be computed in accordance with Section 5.2 reduced by one-half percent (1⁄2%) for each month by which the date pension payments commence precedes their Normal Retirement Date.

*Also in the case of Employees who were transferred to the payrolls of the New York City Health and Hospitals Corporation in 1972 or 1973.

6.2

A former Participant of the Prior Plan or a Participant who has attained age 65, shall not be entitled to a pension until they meet the age and service requirements and has retired and has filed a current and valid application for pension with the Pension Fund Office, except as provided in Section 7.8. They must specify in their application for pension one of the post-retirement optional forms of pension and the date they wish payments to commence; unless the Participant has attained age 70½ in the previous Plan Year payments shall not commence prior to the later of the month following actual retirement or the filing of the application for pension with the Pension Fund Office. Except as otherwise provided in the Plan, payments shall be an Actuarial Equivalent benefit to reflect the amount due measured from the person's Normal Retirement Date, or, if later, the date of their Retirement, to the Pension Commencement Date. A person receiving weekly disability benefits from the 1199SEIU National Benefit Fund for Health and Human Service Employees shall not be considered as having Retired until expiration of those payments. To be valid and current, an application for pension must be filed in accordance with the rules set forth in Section 7.

SECTION 7
OPTIONAL FORMS OF PENSION AFTER RETIREMENT

7.1
A Participant shall specify in their application whether they are applying for Normal Retirement Pension or Early Retirement Pension or Disability Pension Benefit.

7.2
Effective January 1, 1976, no application for a Normal Retirement Pension or Early Retirement Pension shall be accepted by the Fund Office unless the Participant specifies in their application one of the Post-Retirement Options to be effective on their Pension Commencement Date:

(a) Straight-Life Option: A pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that the last payment on their behalf shall be for the month in which death occurs.

(b) Joint and Full (100%) Survivor Option: An actuarially-reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after their death such reduced pension shall be continued to be paid monthly to their joint pensioner for life.

(c) Joint and One-Half (50%) Survivor Option: An actuarially-reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after their death one-half of such reduced pension shall be continued to be paid monthly to their joint pensioner for life.

(d) Lifetime Pension with 120 Payments Guaranteed Option: An actuarially-reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after their death and before 120 monthly payments have been received by the Pensioner, such reduced monthly pension shall be continued to their beneficiary or beneficiaries until the total number of pension payments on behalf of the Pensioner shall equal 120. In the event the Pensioner dies within the guaranteed pension payment period without leaving a surviving beneficiary or in the event the beneficiary or beneficiaries survive the Pensioner but nevertheless all died within the guaranteed pension payment period, then the commuted equivalent value of the then remaining guaranteed monthly payments shall be payable to the estate of the last surviving Pensioner or beneficiary, as the case may be.

(e) Lifetime Pension with 60 Payments Guaranteed Option: An actuarially-reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after their death and before 60 monthly payments have been received by the Pensioner, such reduced monthly pension shall be continued to their beneficiary or beneficiaries until the total number of pension payments on behalf of the Pensioner shall equal 60. In the event the Pensioner dies within the guaranteed pension payment period without leaving a surviving beneficiary or in the event the beneficiary or beneficiaries survive the Pensioner but nevertheless all died within the guaranteed pension payment period, then the commuted equivalent value of the then remaining guaranteed monthly payments shall be payable to the estate of the last surviving Pensioner or beneficiary, as the case may be.

(f) Joint and Seventy-Five (75%) Survivor option: An actuarially-reduced pension shall be paid to the Pensioner, after all the conditions of Retirement and eligibility have been satisfied, and continued each month for life with the provision that after their death seventy-five percent of such reduced pension shall be continued to be paid monthly to their joint pensioner for life.

7.3

The following rules and requirements must be met in order for optional forms of pension to be applicable:

(a) The election must be in writing on a form furnished by the Retirement Committee and filed with the Retirement Committee within 180 days prior to or at the Participant's Pension Commencement Date (or, in the case of a Participant who has elected a retroactive annuity starting date in accordance with Section 7.9(c), the date that payments are scheduled to commence), subject to Section 7.9(e). The date on which the Participant elects the option to become effective must be stated on the form. In no event will the option become effective prior to the Pension Commencement Date.

(b) If a Joint and Survivor Option is elected, the sex and date of birth of the joint pensioner must be stated on the election form, and proof of said date of birth acceptable to the Retirement committee must be submitted within 180 days after the election is filed and prior to or on the Participant's Pension Commencement Date.

(c) The consent of the joint pensioner or beneficiary, other than a Spouse, shall not be required for the election of an option.

(d) An option election may not be made, nor will it be accepted by the Retirement Committee, or, if accepted, it shall become null and void, if the pension to any payee under the option would be less than $25 per month except when the Participant's Spouse is the joint pensioner under option (c) in Section 7.2 above where the Participant retires after January 1, 1976.

(e) A Joint and Survivor Option described in Section 7.2(b) may not be elected nor will it be accepted by the Retirement Committee, or if accepted it shall become null and void, if the joint pensioner is other than the Spouse as of the Pension Commencement Date (or, in the case of a Participant who has elected a retroactive annuity starting date in accordance with Section 7.9(c), the date that payments actually commence) and is more than 10 years younger than the Participant.

(f) Except as provided in Sections 4.4 and 5.1, if the Participant, having filed an application for benefits within 180 days of the Pension effective date dies prior to the effective date of the option, or if a Joint and Survivor Option is elected and the Participant's joint pensioner dies before the effective date, the election shall become null and void. If a Lifetime Pension with 120 Payments Guaranteed Option or a Lifetime Pension with 60 Payments Guaranteed Option is elected and the designated beneficiary dies prior to the Pension Commencement Date, the Participant may cancel the option or name a new beneficiary within 60 days.

(g) The election of the Post-Retirement Option may be cancelled or modified:

   (i) Within 180 days prior to the Pension Commencement Date in accordance with Section 7.9, or

   (ii) When an Early Retirement Pension is converted to a Disability Pension Benefit in accordance with Section 8.3.

Thereafter, no change or modification may be made except (i) if required by law, or (ii) in the case of Lifetime Pension with 120 Payments Guaranteed Option or a Lifetime Pension with 60 Payments Guaranteed Option, the designated beneficiary or beneficiaries can be changed at any time.

7.4

The Retirement Committee may, where required by law, grant a revision of the form of pension. If the revision is granted by the Retirement Committee, the amount of any further pension payments shall be actuarially reduced to reflect payments that were made before the effective date of the revision.

7.5

In the event that a Participant elects one of the Post-Retirement Options described in Section 7.2(b), (c), (d), (e) or (f) or a benefit is paid in accordance with 7.8 (a), the amount of pension payable by the Fund shall be reduced to pay for the actuarial cost of the applicable option(s).

7.6

Effective January 1, 1985, if the Participant:

(a) Received Credited Future Service on or after August 23, 1984;

(b) Is married on their pension commencement date; and

(c) Has not elected, with the consent of their Spouse as provided for herein, another Post-Retirement Option, then a pension with a Pension Commencement Date on or after January 1, 1985, for such individual shall be paid in the form of the Post-Retirement Option described in Section 7.2(c), which is the normal form of benefit under the Plan for married Participants, subject to Section 9. With respect to a Participant who is unmarried as of their Pension Commencement Date, the normal form of benefit under the Plan shall be the Post-Retirement Option described in Section 7.2(a), subject to Section 7.8(a).

7.7

For the election of a Post-Retirement Option other than those set forth in Section 7.2(b), Section 7.2(c), or Section 7.2 (f), each with the Participant's Spouse as the sole Beneficiary, to be effective, such election shall be made in accordance with the procedures established under this Section 7 and, in addition:

(a) The Spouse must consent in writing to the election; the Spouse's consent must acknowledge the effect of the election; and the Spouse's signature must be witnessed by a notary public; or

(b) the Participant, shall demonstrate to the satisfaction of the Retirement Committee, in accordance with such evidence as the Retirement Committee in its sole discretion shall require, that spousal consent is not required because:

(i) there is no Spouse,

(ii) the Spouse cannot be located,

(iii) the Participant and Spouse are legally separated as confirmed by court order,

(iv) the Participant has been abandoned by the Spouse as confirmed by court order, or

(v) the consent cannot be obtained for any other reason permitted under the Code and the applicable Treasury Regulations.

7.8

(a) If a pension application has not been accepted by the Fund office and a pension must commence, as required by the terms of the Plan, until such time as a pension application is accepted by the Fund office in accordance with Sections 6.2 and 7.2, a pension shall be paid as follows: (i) in the form of a Post-Retirement Option described in Section 7.2(c) for a Participant using assumptions and applying an actuarial reduction factor approved by the Retirement Committee;

(b) Upon the acceptance of the Participant's application by the Fund Office,

(i) If the pension to be paid to the Participant is more than the amount which has been paid to them in accordance with Section 7.8 (a), the payments shall be actuarially adjusted to reflect the amount due the Participant.

(ii) If the pension to be paid and owed to the Participant is less than either the amount which had been paid to them in accordance with Section 7.8 (a) or as determined in the discretion of the Trustees for any other reason, the Fund may reduce the amount of the monthly pension paid to the Participant (except as provided in Section 11.7) until the Fund has been reimbursed for the amount of the pension overpayment, in accordance with criteria established by the Retirement Committee and federal law (29 U.S. Code § 1056(h)).

7.9

(a) Except as provided in Section 7.9(b), no less than 30 days, and no more than 180 days prior to the Participant's Pension Commencement Date, the Participant shall be furnished, by mail or personal delivery, a written explanation of (i) the terms and conditions of the normal form of payment applicable to the Participant described in Section 7.6, (ii) the availability of an election pursuant to this Section 7 to waive the normal form of payment, (iii) the right of the Participant's Spouse to consent to, or withhold consent from such election, if applicable, (iv) the general financial effect of an election not to receive the applicable normal form of payment, and (v) the eligibility conditions, other material features and relative values of the optional forms of benefit available. Notwithstanding the preceding sentence, distribution may commence fewer than 30 days (but more than seven days) after the written explanation is given, provided that (i) the Participant is clearly informed that the Participant has a right to a period of at least 30 days to consider whether to waive the normal form of payment and elect an optional form of payment, and (ii) the Participant, after receiving the explanation, affirmatively elects to receive a distribution sooner (with consent of the Participant's Spouse, if applicable) on the form(s) provided by the Fund office for such purpose. The provisions of this Section 7.9(a) will not fail to be satisfied merely because actual payment is reasonably delayed, as determined by the Retirement Committee, for calculation of the benefit amount if all payments are actually made.

(b) In the case of a Participant with respect to whom the timing rules of Section 7.9(a) cannot be satisfied based on the Pension Commencement Date initially selected by the Participant on a fully completed form provided by the Retirement Committee for such purpose, unless the Participant elects a "retroactive annuity starting date" (as defined in Treasury Regulation §1.417(e)-1) as provided in subsection (c) below, the Participant's "Pension Commencement Date" shall be the first day of the first month following the earliest date on which the Participant's Pension Commencement Date could occur without violating the provisions of Section 7.9(a), in which case, the Participant shall receive a monthly benefit that is the Actuarial Equivalent of the benefit to which the Participant would have been entitled had benefits not been so delayed.

(c) In lieu of receiving the Actuarial Equivalent benefit described in subsection (b) above, a Participant may elect a retroactive annuity starting date on the form provided by the Retirement Committee for such purpose. In such a case, the Participant's benefit shall be determined as of the retroactive annuity starting date. The Spouse if any on the actual commencement date must consent to the election on the form provided by the Retirement Committee for such purpose. If a Participant elects a retroactive annuity starting date, the Participant shall receive a make-up lump sum payment reflecting any missed payment or payments for the period from the retroactive annuity starting date to the date of the actual make-up payment plus interest at a rate determined by the Retirement Committee, and all future periodic payments made thereafter to the Participant shall be the same amount as if the Participant had actually commenced benefits on the retroactive annuity starting date. In no event shall a Participant be permitted to select a retroactive annuity starting date that precedes the later of the date on which they Retire and the first day of the month following the date on which they submitted a fully completed initial application for benefits on the form provided by the Retirement Committee for such purpose.

(d) If a Participant elects a retroactive annuity starting date as provided in Section 7.9(c), the date benefits actually commence based on the retroactive starting date is substituted for the Pension Commencement Date for purposes of satisfying the timing provisions of Section 7.9(a) and the rules of Section 7.6.

(e) Notwithstanding the requirement of Section 7.3(a) that an election be filed prior to the Pension Commencement Date or anything to the contrary in this Section 7.9, a Participant's Pension Commencement Date may precede, to the extent permitted by Treas. Reg. §1.417(e)-1(b)(3)(iii), the date on which the Participant affirmatively elects a distribution option, provided that, except as provided in Section 7.9(f) below regarding administrative delays, distributions commence not more than 90 days after the written explanation described in Section 7.9(a) is provided to the Participant.

(f) The provisions of Sections 7.9(b) and (e) shall not fail to be satisfied in cases where, merely due solely to an administrative delay, a distribution commences more than 90 days after the written explanation is provided to the Participant.

SECTION 8
DISABILITY PENSION BENEFIT

8.1

Disability Pension Benefit: A Participant who is totally and permanently disabled, as evidenced by their having been awarded Social Security disability benefits, and who had completed at least five (5) years of Credited Service and/or Vesting Service shall be eligible to receive a Disability Pension Benefit, provided that the condition or event giving rise to the total and permanent disability commenced or occurred on or before the last day of their Credited Service and the Participant's employment with a Contributing Employer terminated as a result of such condition or event. Solely for purposes of satisfying the proviso clause of the previous sentence of this Section 8.1, a Participant who, prior to the date of lay off, has completed at least five (5) years of Credited Service and/or Vesting Service and who complies with the requirements for active participation in the 1199SEIU League Job Security Fund in accordance with its Plan and Rules and Regulations ('Rules') will be deemed "employed with a Contributing Employer" earning "Credited Service" so long as they remain in compliance with those Rules, not to exceed a period of one year from the date of their layoff. Such period of time set forth in the previous sentence shall not be recognized as Credited Service or Vesting Service for any other purpose under this Plan. Subject to Section 4.3, the payment commencement date of the Disability Pension Benefit shall be the first day of the month in which the payment of the Participant's Social Security disability benefits commence(d), but no earlier than two (2) years prior to the date of filing of the application for the Disability Pension Benefit with the Fund Office.

8.2

Amount and form of the Disability Pension Benefit: The amount of a Participant's Disability Pension Benefit shall be calculated in accordance with the provisions of Section 5.2 and shall be paid in a Straight-Life Option calculated in accordance with the provisions of Section 7.2(a).

8.3

Conversion to Disability Pension Benefit from Early Retirement Pension: A Participant who has attained age fifty-five (55) and wishes to apply for a Disability Pension Benefit but has yet to be awarded Social Security disability benefits may apply for an Early Retirement Pension in accordance with the terms of this Plan, including, but not limited to, Sections 4.2, 5.3 and 7.2. In the event the Participant is subsequently awarded Social Security disability benefits, their Early Retirement

Pension shall, upon application by the Participant, be converted to a Disability Pension Benefit. The amount of the converted Disability Pension Benefit shall be determined in accordance with Section 8.2 and shall be paid retroactive to the date determined in accordance with Section 8.1. Upon conversion of an Early Retirement Pension to Disability Pension Benefit, any spousal consent given with regard to the Early Retirement Pension shall be null and void.

8.4
Cessation of Disability Pension Benefit Payments: Notwithstanding any provision of this Plan to the contrary, payment of the Disability Pension Benefit shall be made to the Participant only so long as they remain totally and permanently disabled, as such term is defined in Section 8.1, and, in any event, shall cease on the Participant's Normal Retirement Date. A Participant who is receiving a Disability Pension Benefit may apply for a Normal Retirement Benefit in accordance with the terms of the Plan. The Normal Retirement Benefit shall be calculated in accordance with Section 5.2, with no reduction to reflect payment of the Disability Pension Benefit. If a married Participant dies prior to reaching their Normal Retirement Date, the provisions of Section 9 are applicable to the Participant's surviving Spouse. In no event shall the Normal Retirement Pension paid pursuant to the Straight Life Option be less than the Actuarial Equivalent of the Disability Pension Benefit.

SECTION 9
PENSIONS FOR SPOUSES OF PARTICIPANTS WHO DIE AND WHOSE LAST CREDITED FUTURE SERVICE WAS SUBSEQUENT TO AUGUST 22, 1984

9.1

Effective August 23, 1984, the Spouse of a Participant who receives Credited Future Service on or after that date and who dies while a Pre-Retirement Option is in effect as described in this Section 9 will receive the pension provided for herein.

9.2

A pension will be paid to the Spouse of a Participant described in Section 9.1 if and only if:

(a) Proof, satisfactory to the Retirement Committee, of the marriage and date of birth of the Spouse are filed with the Fund; and

(b) the Participant and their Spouse were married on the date of death of the Participant;

(c) the Spouse is alive at the time of the death of the Participant; and

(d) the Participant had, at the time of their death, accumulated at least five (5) years of Credited Service or Vesting Service or had reached their Normal Retirement Date; and

(e) at the time of their death, the Participant had not commenced receiving their pension, without regard to whether the Participant had been receiving a Disability Pension Benefit pursuant to Section 8.

9.3

Upon the death, on or after the attainment of age 55, of a Participant while the Pre-Retirement option is in effect (Section 9.2), an actuarially-reduced pension shall be paid to their Spouse for life in an amount determined as if the Participant had retired on their date of death with the Post-Retirement Option under Section 7.2(c) in effect, based upon the ages of the Participant and their Spouse as of that date. Upon the death, prior to the attainment of age 55, of a Participant while the Pre-Retirement Option is in effect (Section 9.2), an actuarially-reduced pension shall be paid to their Spouse for life calculated as if the Participant had:

(a) Terminated employment on the date of death;

(b) survived to age 55;

(c) retired upon the attainment of age 55 and immediately commenced receiving a pension under the Post-Retirement Option described in Section 7.2(c); and

(d) died on the day after the day on which such Participant would have attained age 55.

The pension payable under this Section shall also be based on the age of the Spouse when the pension commences and shall commence no earlier than the first day of the month in which the Participant would have attained age 55.

9.4

A Participant who:

(a) Did not receive Credited Future Service on or after August 23, 1984; and

(b) did receive Credited Future Service in the Plan Year beginning on January 1, 1976; and

(c) has ten years of Vesting Service; and

(d) is married; and

(e) has not died or commenced receiving pension payments may elect to be covered under this Section 9.

SECTION 10
PENSIONS FOR SPOUSES OF PARTICIPANTS WHO DIE AND WHOSE LAST CREDITED FUTURE SERVICE WAS PRIOR TO AUGUST 23, 1984

10.1

Effective January 1, 1976, the Spouse of a Participant who was an Employee on or after that date, and whose last Credited Future Service was prior to August 23, 1984, and who dies while a Pre-Retirement Option is in effect as described in Section 10.2 or Section 10.3 will receive a pension.

10.2

A pension (Section 10.4) will be paid to the Spouse of a Participant described in Section 10.1 who, according to the records of the Fund, was less than sixty-five (65) years of age on the date of their death, if and only if:

(a) An election for this Pre-Retirement Option has been made by the Participant on the appropriate election form and has been received by the Fund office; and

(b) proof, satisfactory to the Retirement Committee, of the marriage and date of birth of the Spouse are filed with the Pension Fund office; and

(c) the Participant was employed by a Contributing Employer on the date the election was made; and

(d) the Participant was employed by a Contributing Employer on the date of their death; and

(e) the Participant and the Participant's Spouse were married on the date of the Participant's death; and

(f) the Participant dies after the effective date stated in the Option; and

(g) the Participant has not cancelled the Pre-Retirement Option in a written notice which has been received by the Pension Fund office at the time of their death; and

(h) at the time of the Participant's death, the Participant had reached age fifty-five (55) and had accumulated at least ten (10) years of Credited Service or Vesting Service; and

(i) the Participant's Spouse specified in the election form filed with the Pension Fund office is alive at the time of the Participant's death.

Section (a) may be waived by the Retirement Committee in any case where there is proof, satisfactory to the Retirement Committee, that the deceased Participant was not aware of such requirement.

10.3

A pension will be paid to the Spouse of a Participant described in Section 10.1 who, according to the records of the Fund, was sixty-five (65) years of age or older as of the date of their death, if and only if:

(a) The Participant has not filed an election with the Pension Fund office declaring that they elect not to receive the form of benefit coverage described in Section 10.4 to be effective upon their reaching sixty-five (65); and

(b) at the time of the Participant's death, the Participant had accumulated at least ten (10) years of Credited Service or Vesting Service; and

(c) the Participant and the Participant's Spouse were married on the date of the Participant's death; and

(d) the Spouse of the Participant is alive at the time of the Participant's death.

10.4

Upon the death of a Participant while a Pre-Retirement Option is in effect (Sections 10.2 or 10.3), an actuarially-reduced pension shall be paid to their Spouse for life in an amount determined as if the Participant had retired on their date of death with the Post-Retirement Option under Section 7.2(c) in effect, based upon the ages of the Participant and their Spouse as of that date.

SECTION 11
PAYMENT OF PENSIONS

11.1
Each application for any pension under the Plan shall be made in writing on a form provided by the Retirement Committee and shall be filed with the Pension Fund office. No application shall be valid until approved by the Retirement Committee. A condition precedent to the payment of any pension under the Plan is the approval of the application by the Retirement Committee. The Retirement Committee may require any applicant for a pension, or Participant to furnish to it such information as in its discretion it shall require.

11.2
If the monthly benefit payable to the beneficiary of the Pensioner is less than $25, payments may be made quarterly at the end of the quarter; if the monthly benefit is less than $10, payments may be made annually at the end of the year. The Pension Fund office may require any recipient of a benefit to furnish such information as it shall require and shall withhold payment of all benefits until such information has been received.

11.3
Effective January 1, 1975, all monthly pensions first commencing on and after that date shall be rounded to the next multiple of one dollar. Effective January 1, 1976, pensions which commenced prior to 1975 shall be rounded to the next multiple of one dollar.

11.4
Interest on pension payments is not a benefit under the Plan, expect as explicitly provided in this Plan or otherwise required by law, regulation or court order.

11.5
If the Retirement Committee shall find that any person to whom a pension or benefit is payable under this Plan is adjudged incompetent, any payment due them (unless a prior claim shall have been made by a duly appointed guardian, committee or other legal representative) shall be made payable to their duly appointed guardian. Any such payment shall be a complete discharge of any liability under this Plan in respect of the amount of pension or benefit so paid.

11.6
No pension or benefit payable at any time under this plan or under the Trust Agreement shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such pension or benefit, whether presently or thereafter payable, shall be void. Neither any pension or benefit, nor the Trust Fund shall, in any manner, be liable for or subject to the debts or liability of any Participant included in this Plan or of any designated beneficiary or joint pensioner. If any Participant or any designated beneficiary or joint pensioner shall attempt to or shall alienate, sell, assign, pledge, or otherwise encumber their rights, pension or benefits under this Plan or any part thereof, or if by reason of bankruptcy or otherwise the rights, pension or benefits of any Participant included in this Plan or of any designated beneficiary or joint pensioner would devolve upon anyone else or would not be enjoyed by them, then the Retirement Committee, in its discretion may terminate their interest in any such right, pension or benefit and direct the Trustees to hold or apply it for their use of account or for the use or account of their Spouse, children, or other dependents or any of them in such manner as the Retirement Committee may deem proper.

Notwithstanding the foregoing, effective January 1, 1985, the Fund shall have the power and authority to authorize the distribution of Plan benefits in accordance with the terms of an order that it determines is a qualified domestic relations order within the meaning of Code Section 401(a)(13) and Section 414(p). In addition, notwithstanding the foregoing, effective April 1, 1999, the Fund shall also have the power and authority to authorize the distribution of Plan benefits in accordance with the terms of an assignment or alienation of benefits, provided such alienation or assignment is in accordance with Code Section 401(a)(13) and the Internal Revenue Service Regulations promulgated thereunder.

11.7
A pension benefit can be made to a Pensioner who becomes actively employed, provided that, except as required by law, no pension benefit payment shall be made or continue to be made to a Pensioner who is actively employed in full- or part-time employment for more than 40 hours per month

(a) in the healthcare or human service industry or a related industry (including, but not limited to, hospitals, nursing and convalescent homes, drug stores, laboratories, medical schools, and universities); and

(b) utilizing skills applicable to their previous employment in the healthcare or human service or related industry; and

(c) in an Area covered by the Plan and within the meaning of “Section 202(a)(3)(B) Service” pursuant to Department of Labor Regulations 29 C.F.R. §2530.203-3(c)(2).

Further, no pension benefit payment shall be made or continue to be made to a Pensioner who is actively employed in full- or part-time employment for more than 40 hours per month in any Covered Employment before their Normal Retirement Date.

A Pensioner who becomes actively employed and whose benefits are not suspended as described above shall not accrue Credited Service for any Covered Employment during which they are receiving a Plan pension benefit before April 1 of the year following the calendar year in which they attain age 70½.

A Pensioner whose benefits are suspended as described above and a Participant who continues to work for a Contributing Employer beyond Normal Retirement Date shall receive (to the extent required under ERISA) a notice that includes the information and complies with Department of Labor Regulations 29 C.F.R. §2530.203-3(b)(4). Such notice shall be delivered by first class mail or personal delivery not later than the end of the first calendar month during which benefit payments are suspended.

11.8

Fund participants who are laid off because of the closing of North General Hospital, who have more than 30 years of Credited Service on the layoff date, and who are eligible for the active participation in the 1199SEIU League Job Security Fund and are entitled to the National Benefit Fund Continuation Coverage, the period of Continuation Coverage Eligibility under the National Benefit Fund up to a maximum of 5 months, shall be counted as Vesting Credit under the Plan solely for the purpose of satisfying the requirements of 5.3(a)(i).

SECTION 12
APPEALS PROCEDURES, AUTHORITY AND DISCRETION OF TRUSTEES AND MISCELLANEOUS

12.1
The Trustees shall elect a Retirement Committee of at least six (6) persons consisting of an equal number of Union Trustees or Alternate Union Trustees, and Employer Trustees or Alternate Employer Trustees, provided that at least two Union Trustees and two Employer Trustees are members of the Retirement Committee. The members of the Retirement Committee shall elect a Chairman and a Secretary from their number.

12.2
No Participant, or other person shall have or acquire any rights, title or interest in or to the Trust fund or any portion of the Trust Fund, except by the actual payment of distribution of a portion of the Trust Fund to them under the provisions of the Plan.

12.3
If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this plan shall be construed and enforced as if such invalid or unenforceable provision had not been included.

12.4
(a) The Trustees shall adopt from time to time rates of interest for use in actuarial calculations required in connection with the Plan.

(b) The Fund utilizes tables derived from mortality tables and interest assumptions to calculate payments to Pensioners and joint pensioners, and Pensioners and beneficiaries, without discrimination on account of sex; for pensions with commencement dates after July 31, 1983:

  (i) Under SECTION 7.2(b) JOINT AND FULL (100%) SURVIVOR PENSIONS. An interest assumption of 7¼% per year; the 1951 Group Annuity Table of Mortality for Females projected to 1967 with Scale C for all Participants; the 1951 Group Annuity Table of Mortality for Males projected to 1967 with Scale C for all joint pensioners.

(ii) Under SECTION 7.2(c) JOINT AND ONE-HALF (50%) SURVIVOR DISABILITY PENSIONS. An interest assumption of 7¼% per year; the 1951 Group Annuity Table of Mortality for Females projected to 1967 with Scale C for all Participants; and the 1951 Group Annuity Table of Mortality for Males projected to 1967 with Scale C for all joint pensioners.

(iii) Under SECTION 7.2(c) JOINT AND ONE-HALF (50%) SURVIVOR PENSIONS OTHER THAN DISABILITY. An interest assumption of 7¼% per year; the 1951 Group Annuity Table of Mortality for Females projected to 1967 with Scale C for all Participants; and the 1951 Group Annuity Table of Mortality for Males projected to 1967 with Scale C for joint pensioners.

(iv) Under SECTION 7.2(d) LIFETIME PENSIONS WITH 120 PAYMENTS GUARANTEED and SECTION 7.2(e) LIFETIME PENSIONS WITH 60 PAYMENTS GUARANTEED. An interest assumption of 5½% per year; the 1951 Group Annuity Table of Mortality for Females projected to 1967 with Scale C for all Participants and for all beneficiaries.

(v) Under SECTION 7.2(f) JOINT AND SEVENTY-FIVE (75%) SURVIVOR PENSIONS. An interest assumption of 7¼% per year; the 1951 Group Annuity Table of Morality for Females projected to 1967 with Scale C for all Participants; the 1951 Group Annuity Table of Morality for Males projected to 1967 with Scale C for all joint pensioners

In no event, however, will the benefit be less than that calculated under the tables and assumptions in use by the Fund on July 31, 1983.

(c) The Trustees shall require periodic actuarial valuations and reports by an actuary designated by the Trustees.

12.5

The Trustees shall establish, as a condition of admission of an employer as a Contributing Employer, those terms and conditions which they consider reasonable to preserve the actuarial soundness of the Plan and to preserve an equitable relationship of benefits. The terms and conditions of admittance shall be set forth in a resolution adopted by the Board of Trustees.

12.6

(a) The Trustees may establish reciprocity between this Plan and any Reciprocal Plan, with such arrangement to cover continued participation in this Plan for a Participant who becomes covered by the Reciprocal Plan and continued participation in the Reciprocal Plan for a person who becomes a Participant in this Plan. The Trustees by resolution shall establish the levels of continued participation which shall include, but not be limited to, additional accruals of service credit toward eligibility for benefits.

(b) Anything to the contrary notwithstanding, the benefits allowed to a Participant who transfers to any Reciprocal Plan will be limited to those based on their Credited Service, Average Final Pay and the Plan as in effect on their date of transfer to the other Plan. If the Participant transfers back to this Plan, they will commence to accrue additional benefits for Credited Service subsequent to their return and if this Plan has been amended since their transfer to the Reciprocal Plan and upon their return they accrue at least five (5) or more additional years of Credited Service, their benefits for service prior to their transfer to the Reciprocal Plan shall be updated, where necessary, to reflect the amendments.

(c) A Participant who became a Participant in the Plan after the merger ("Merger") of the 1199SEIU Health Care Employees Pension Fund for the 144 Hospital Division ("144 Fund") into the Trust Fund (with respect to their 144 Fund service) will receive reciprocal Years of Vesting Service in this Plan for the years of vesting service earned under the 144 Fund subject to application of this Fund's Break-in-Service rules, set forth in Section 2.2, which shall apply to breaks in service which end on or after January 1, 2001. Anything to the contrary notwithstanding, the benefits allowed to a Participant who becomes a Participant as a result of the Merger will be calculated as set forth in Section 5.

(d) A Participant who was (i) an Employee for whom Contributions were required to be made on or after January 1, 2007, or (ii) an active participant in the Pension Fund of Local 721, S.E.I.U. ("721 Fund") on or after January 1, 2007, will receive reciprocal Years of Vesting Service in this Plan for the years of vesting service earned under the 721 Fund. Anything in this Plan or the 721 Plan to the contrary notwithstanding, the benefits allowed to such Participants will be calculated as set forth in Section 5.

12.7

There are no death benefits payable under this Plan unless a Post-Retirement Option pursuant to Section 7 or a Pre-Retirement Option pursuant to Section 9 is effective.

12.8

The provisions of this Plan shall be construed, regulated and administered under ERISA and all applicable Federal laws and regulations. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Code.

12.9

The Trustees (or a duly authorized committee of Trustees), and/or any Plan fiduciary duly authorized by the Trustees, shall have the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, Trust Agreement and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan or the Trust (and the investment of Plan assets). In the event of a scrivener's error that renders a Plan term inconsistent with the Trustees' intent, the Trustees' intent controls, and any inconsistent Plan term is made expressly subject to this requirement. The Trustees have authority to review objective evidence to conform the Plan term to be consistent with the Trustees' intent. Without limiting the generality of the foregoing, the Trustees (or a duly authorized committee of Trustees), and/or any Plan fiduciary duly authorized by the Trustees, shall have the sole and absolute discretionary authority to:

(a) Take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan;

(b) Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;

(c) Decide questions, including legal or factual questions, relating to the eligibility, calculation and payment of benefits under the Plan;

(d) Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, Trust Agreement or other Plan documents; and

(e) Process, and approve or deny, benefit claims and rule on any benefit exclusions.

All determinations made by the Trustees (or a duly authorized committee of Trustees), and/or any Plan fiduciary duly authorized by the Trustees with respect to any matter arising under the Plan, Trust Agreement and any other Plan documents shall be final and binding on all affected Plan Participants (and their Beneficiaries). Any determination made by the Trustees shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious. The Trustees may delegate any of their duties or powers as they deem necessary to carry out the administration of the Plan.

12.10

The Fund shall adopt reasonable claims-and-appeals procedures pursuant to Department of Labor Regulations Section 2560.503-1. For all purposes under the Plan, decision on claims (where no review is requested) and decision on review (where review is requested) shall be final, binding and conclusive on all interested persons as to participation and benefits eligibility, the amount of benefits and as to any other matter of fact or interpretation relating to the Plan.

SECTION 13
AMENDMENTS TO THE PLAN

This Plan may be amended at any time by the Trustees in their sole and absolute discretion, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

(a) as necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA and the Code, or

(b) if the amendment satisfies the requirements of Section 412(d)(2) and Section 432 of the Code and the Treasury Regulations thereunder, to the extent those rules apply.

SECTION 14
TERMINATION OF THE PLAN

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination of this Plan, the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become 100% vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

SECTION 15
MODIFICATION APPLICABLE TO PARTICIPANTS NOT EMPLOYED IN A BARGAINING UNIT REPRESENTED BY THE UNION ("NBU")

Instead of the date June 30, 1989, stated in Sections 4 and 6 above, the date January 1, 1989, shall be applicable only to Participants who have completed five (5) years of Credited Service and/or Vesting Service while they were Employees not in a Bargaining Unit represented by the Union, and who have at least One Hour of Vesting Service not in a Bargaining Unit on or after January 1, 1989.

SECTION 16
LOANS TO PURCHASE A PRINCIPAL PLACE OF RESIDENCE OR REFINANCE THE MORTGAGE ON A PRINCIPAL PLACE OF RESIDENCE

(a) A Participant who has been approved for a mortgage by the 1199SEIU Home Mortgage Program and whose accrued vested benefit under the Plan has an actuarial value of at least $2,000, may, for the purpose of securing funds for down payment and/or closing costs in connection with the purchase of their principal residence, borrow up to the lesser of 1⁄2 of the actuarial value of their accrued vested pension benefit under the Plan or $7,500, but in no event less than $1,000, provided that, in advance of the loan, the Participant:

(i) secures the loan (including interest thereon) by their accrued vested benefit under the Plan and, to the extent permitted by law, an assignment to the Plan of their life insurance benefit under the 1199SEIU National Benefit Fund for Health and Human Service Employees,

(ii) executes a payroll deduction on the terms and in the amount required by the Plan, for purposes of repayment of the loan (including interest thereon), which their Employer agrees to implement, and

(iii) if married, secures their Spouse's notarized consent to the use of their accrued vested benefit as security for the loan.

In the event a Participant with an outstanding loan becomes employed by a new Employer, the Participant shall execute a new payroll deduction, on the terms and in the amount required by the Plan, for the purpose of repaying the balance of the loan (including interest thereon). A Participant with an outstanding loan who ceases employment with an Employer, shall make periodic payments to the Plan, on the terms and in the amount required by the Trustees, for the purpose of repaying the balance of their loan (including interest thereon).

(b) A Participant who has an outstanding loan or has fully satisfied a loan under either Section 16.1(a) or (b) and whose record of payment with respect to such loan is satisfactory, may, for the purpose of:

(i) refinancing the mortgage on their principal place of residence, or

(ii) selling their current principal place of residence and financing the purchase of a new principal residence, receive a subsequent loan, subject to the limits and requirements set forth in Section 16.1(a), provided, however, that any outstanding balance (including interest thereon) on the Participant's prior loan must be satisfied by the proceeds of the loan obtained under this Section 16.1(b).

(c) The Plan shall charge interest on loans at the prevailing commercial rate for comparable loans as determined by the Trustees

(d) The loan term shall vary, depending upon the amount of principal borrowed. If the principal does not exceed $5,000, the loan (including interest thereon) shall be repaid in sixty (60) equal monthly installments. If the principal exceeds $5,000, the loan (including interest thereon) shall be repaid in ninety-six (96) equal monthly installments, provided, however, that if the loan is for the purpose of refinancing the mortgage on a Participant's principal place of residence, the term of the loan may not exceed sixty (60) months. Nothing herein shall prevent a Participant from prepaying, in whole or in part, the principal balance on their loan prior to the date upon which it is due without penalty.

(e) Application for any loan shall be made on the appropriate form, which must be submitted to the Trustees for approval within such time as is prescribed by the Trustees. The amount of the loan, if any, and the date of payment of loan proceeds to the Participant shall be at the sole discretion of the Trustees.

(f) In the case where a loan repayment is not made timely, the Participant shall have until the end of the following quarter to cure the late payment before the loan is considered to be in default. In the event of a default in repayment, the amount due on the loan shall become immediately due and payable and shall be deemed to have been distributed to the Participant for the purposes of Section 72 of the Code. Notwithstanding the foregoing, the Trustees shall take such steps as they deem necessary and appropriate to secure and satisfy any outstanding indebtedness, which shall include charging back such indebtedness, together with any interest accrued thereon, against the Participant's accrued vested benefit at the time payment of pension benefits commences.

(g) The Trustees may adopt such other rules and regulations as they deem appropriate to administer the provisions of this Section.

APPENDIX A

The following bargaining units may be entitled to past service credit under section 5.2(b)(ii)

INSTITUTION NAME	UNIT TYPE	UNIT SIZE
Beth Israel Medical Center	Nurse Practitioners	50
Brookdale	Pro (Midwives)	16
Elmhurst	PAs	50
Ferncliff Nursing Home	RNs and LPNs	30
Maimonides Medical Center	Service	10
Maimonides Medical Center	PAs	100
Maimonides Medical Center	Techs	10
Mount Vernon Hospital (Sound Shore)	Clerical	216
Mount Vernon Hospital	Professionals	70
New York Downtown Hospital	BOC	37
Mt. Sinai	Service	44
North Shore Plainview	Pharmacists and Pharm. Techs	20
Nyack Hospital	Techs	3
Richmond University Medical Center	Professionals	14
Southampton Hospital	RNs	200
Southside	Service (PT/OT)	8
St. Barnabas	Service	7
St. Johns Riverside/Cochran School of Nursing	Residual Clerical	6
Syosset Hospital	Professionals	8
Visiting Nursing Services	Clerical	28
Woodbury Nursing Home	LPNs	12

Note: Inclusion in this Appendix A is conditioned upon a collective bargaining agreement providing for contributions to be made at the minimum required rates being in effect as of, and executed on or before, December 31, 2009.

APPENDIX B

The following units are entitled to past service credit under section 3.2(b)

1.

INSTITUTION NAME	UNIT TYPE	UNIT SIZE
Beth Israel Medical Center	Nurse Practitioners	50
Ferncliff Nursing Home	RNs and LPNs	30
Maimonides Medical Center	Service	10
Maimonides Medical Center	PAs	100
Maimonides Medical Center	Techs	10
Mount Vernon Hospital (Sound Shore)	Clerical	216
Mount Vernon Hospital	Professionals	70
New York Downtown Hospital	BOC	37
North Shore Plainview	Pharmacists and Pharm. Techs	20
Nyack Hospital	Techs	3
Richmond University Medical Center	Professionals	14
Southampton Hospital	RNs	200
Southside	Service	8
St. Barnabas	Service	7
St. Johns Riverside/Cochran School of Nursing	Residual Clerical	6
Syosset Hospital	Professionals	8
Visiting Nursing Services	Clerical	28
Woodbury Nursing Home	LPNs	12

Note: Inclusion in this list is conditioned upon a collective bargaining agreement providing for contributions to be made at the minimum required rates being in effect as of, and executed on or before, December 31, 2009.

2. In addition to the above, any bargaining unit at an institution for which a collective bargaining agreement was executed on or before July 31, 2009, where the collective bargaining agreement provided for commencement of the making of contributions on behalf of unit members on or after August 1, 2009, at the minimum required rates in effect as of such date of commencement.

APPENDIX C

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APPENDIX D

The following terms shall apply in any year in which the Plan is considered top-heavy:

(a) Key employee: Key employee means any employee or former employee (including any deceased employee) who, at any time during the plan year that includes the determination date, is an officer of the employer having an annual compensation greater than $130,000 (as adjusted under § 416(i)(1) of the Code for plan years beginning after December 31, 2002), a 5% owner of the employer or a 1% owner of the employer having an annual compensation of more than $150,000. For purposes of this paragraph (a), annual compensation means compensation within the meaning of compensation as defined in (k) below. The determination of who is a key employee will be made in accordance with § 416(i)(1) of the Code.

(b) Top-heavy plan: For any plan year beginning after December 31, 1983, this plan is top–heavy if any of the following conditions exist:

 (i) If the top-heavy ratio for this plan exceeds 60 percent and this plan is not part of any required aggregation group or permissive aggregation group of plans.

 (ii) If this plan is a part of a required aggregation group of plans but not part of a permissive aggregation group or permissive aggregation group of plans and the top-heavy ratio for the group of plans exceeds 60 percent.

 (iii) If this plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60 percent.

(c) Top-heavy ratio:

 (i) If the employer maintains one or more defined benefit plans and the employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in § 408(k) of the Code) which during the five-year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for this plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits of all key employees as of the determination date(s) (including any part of any accrued benefit distributed in the (l) one-year period ending on the determination date(s); or (II) five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of the accrued benefits (including any part of any accrued benefits distributed in the (I) one-year period ending on the determination date(s); or (II) five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with § 416 of the Code and the regulations thereunder.

(ii) If the employer maintains one or more defined benefit plans and the employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension), which, during the five-year period ending on the determination date(s), has or has had any account balances, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of the accrued benefits under the aggregated defined benefit plan or plans for all key employees, determined in accordance with (a) above, and the sum of account balances under the aggregated defined contribution plan or plans for all key employees as of the determination date(s), and the denominator of which is the sum of the present value of accrued benefits under the defined benefit plan or plans for all participants, determined in accordance with (a) above, and the account balances under the aggregated defined contribution plan or plans for all participants as of the determination date(s), all determined in accordance with § 416 of the Code and the regulations thereunder. The account balances under a defined contribution in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the one-year determination date in the case of the distribution made for a reason other than severance from employment, death or disability.

(iii) For the purposes of (i) and (ii) above, the value of the account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in § 416 of the Code and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and the accrued benefits of a participant who (I) is not a key employee but who was a key employee in a prior year, or (II) has not been credited with at least an hour of service of any employer maintaining the plan at any time during the one-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers and transfers are taken into account, will be made in accordance with § 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a participant—other than a key employee—shall be determined (I) under the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the employer, or (II) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of § 411(b)(1)(C) of the Code.

(d) Permissive aggregation group: The required aggregation group of plans plus any other plans of the employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of § 401(a)(4) and 410 of the Code.

(e) Required aggregation group: (I) Each qualified plan of the employer in which at least one key employee participates or participated at any time during the plan year containing the determination date or any of the four preceding plan years (regardless of whether or not the plan has been terminated), and (II) any other qualified plan of the employer which enables a plan described in (I) to meet the requirements of § 401(a)(4) or 410 of the Code.

(f) Valuation date: December 31 of each plan year.

(g) Present value: For purposes of establishing present value to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the following:

Interest rate: 7¼%

Mortality tables: The 1951 Group Annuity Table of Mortality for Females projected to 1967 with Scale C for all participants and the 1951 Group Annuity Table for Males projected to 1967 with Scale C for joint participants.

(h) Minimum accrued benefit:

(i) Notwithstanding any other provision in this plan except (iii), (iv), (v) and (vi) below, for any plan year in which this plan is top-heavy, each participant who is not a key employee and has completed 1,000 hours of service will accrue a benefit (to be provided solely by employer contributions and expressed as a life annuity commencing at normal retirement age) of not less than two percent of their highest average compensation for the five consecutive years for which the participant had the highest compensation. The aggregate compensation for the years during such five-year period in which the participant was credited with a year of service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other plan provisions the participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year, because (I) the non-key employee's compensation is less than a stated amount; (II) the non-key employee is not employed on the last day of the accrual computation period; or (III) the plan is integrated with Social Security.

(ii) For purposes of computing the minimum accrued benefit, compensation shall mean compensation as defined in (l) below, as limited by § 401(a)(17) of the Code.

(iii) No accrual shall be provided pursuant to (i) above for a year in which the plan does not benefit any key employee or former key employee.

(iv) No additional benefit accruals shall be provided pursuant to (i) above to the extent that the total accruals on behalf of the participant attributable to employer contributions will provide a benefit expressed as a life annuity commencing at normal retirement age that equals or exceeds 20 percent of the participant's highest average compensation for the five consecutive years for which the participant had the highest compensation.

(v) The provision in (i) above shall not apply to any participant to the extent the participant is covered under any other plan or plans of the employer and the employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in other plan or plans of the employer.

(vi) All accruals of employer-derived benefits, whether or not attributable to years for which the plan is top-heavy, may be used in computing whether the minimum accrual requirements of paragraph (iii) above are satisfied.

(i) Adjustment for benefit form other than life annuity at normal retirement age: If the form of benefit is other than a straight life annuity, the employee must receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date other than at normal retirement age, the employee must receive at least an amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at normal retirement age.

(j) Non-forfeitability of minimum accrued benefit: The minimum accrued benefit required (to the extent required to be nonforfeitable under § 416(b) of the Code) may not be forfeited under § 411(a)(3)(B) or 411(a)(3)(D) of the Code.

(k) Minimum vesting: The participant shall be 100% vested after three years of service. This minimum vesting schedule applies to all benefits within the meaning of § 411(a)(7) of the Code, except those attributable to employee contributions, including benefits accrued before the plan became top-heavy. Further, no decrease in a participant's nonforfeitable percentage may occur in the event the plan's status as top-heavy changes for any plan year. However, this section does not apply to the accrued benefit of any employee who does not have an hour of service after the plan has initially become top-heavy, and such employee's account balance attributable to employer contributions and forfeitures will be determined without regard to this section.

(l) 415 safe-harbor compensation: Compensation is defined as wages, differential wage payments under § 3401(h) made after December 31, 2008, salaries and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions-paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements) or other expense allowances under a nonaccountable plan (as described in § 1.62 of the Income Tax Regulations) and excluding the following:

    (i) Employer contributions (other than elective contributions described in § 402(e)(3), § 408(k)(6), § 408(p)(2)(A)(i) or § 457(b)) to a plan of deferred compensation (including a simplified employee pension described in § 408(k) or a simple retirement account described in § 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified), other than amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income;

(ii) Amounts realized from the exercise of a non-statutory stock option (that is, an option other than a statutory option as defined in § 1.421-1(b) of the Income Tax Regulations), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums from group-term insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in § 125); and

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

(m) Plan Year Compensation: For Plan Years beginning on or after July 1, 2007, compensation for a Plan Year shall also include compensation paid by the later of 2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Plan Year that includes the date of the employee's severance from employment with the employer maintaining the plan, if:

(i) The payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments that would have been paid to the employee while the employee continued in employment with the employer;

(ii) The payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or

(iii) The payment is received by the employee pursuant to a nonqualified deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Plan Year that includes the date of severance from employment.

NOTES:

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