

June 20, 2008

Writer's Direct Dial: (312) 494-5392

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

John Foster, Manager Multiemployer Program Division Pension Benefit Guaranty Corporation 1200 K. Street NW Washington DC 20005-4026

Re: Request for Approval of Amendment Modifying Fund's Withdrawal Liability Rules

Dear Mr. Foster:

In response to our telephone conferences and your email sent January 30, 2008, the Service Employees International Union Local 1 Pension Trust Fund ("Fund") would like to supplement its application for PBGC approval of its amendment modifying the Fund's withdrawal liability rules. The following documents are attached to this letter:

1. A copy of current collective bargaining agreement(s) with the Apartment Building Owners and Managers Association of Illinois ("ABOMA") and the independent cleaning contractors.

Please see Attachment A.

2. The most recent actuarial valuation and Form 5500, Schedule B.

Please see Attachment B.

3. The revised and executed Fifth Amendment adopting the special withdrawal rules.

Please see Attachment C.

The revised amendment to the Fund's withdrawal liability rules that was drafted in accordance with input from the PBGC is intended to protect the assets of the Fund. The Trustees submit that the revised amendment does not increase the risk of loss to Plan participants and beneficiaries or the PBGC.

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Please contact me if you have any questions or comments related to the information provided above.

Sincerely J. Damiels W

William Daniels

WTD:w

Enclosures

cc: James F. Vanek (w/o encls.) Board of Trustees SEIU Local 1 Pension Fund (w/o encls.) Vince Zicconi, PBGC (w/encls.)

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ATTACHMENT C

COPY

REVISED FIFTH AMENDMENT TO THE LOCAL NO. 1 PENSION PLAN

The Local No. 1 Pension Trust Fund (the "Plan") is amended upon the adoption of this Revised Fifth Amendment on the _____ day of ______, 2008:

1. Conditioned upon the approval of this Amendment by the Pension Benefit Guaranty Corporation, effective as of July 1, 2005 Section 9.04 to the Plan shall be amended and restated as follows:

"Section 9.04 Employer Withdrawal Liability

The amount of the unfunded vested benefits (as defined in ERISA) allocable to an Employer that withdraws from the Plan and who is subject to Section 4201 of ERISA shall be equal to:

- (a) The Plan's unfunded vested benefits as of the end of the Plan Year preceding the Plan Year in which the Employer withdraws, less the value as of the end of such year of all outstanding claims for withdrawal liability which can reasonably be expected to be collected from Employers withdrawing before such year; multiplied by
- (b) a fraction -
 - (i) the numerator of which is the total amount required to be contributed by the Employer under the Plan for the last 5 Plan Years ending before the withdrawal, and
 - (ii) the denominator of which is the total amount contributed under the Plan by all Employers for the last 5 Plan Years ending before the withdrawal, increased by any Employer contributions owed with respect to earlier periods which were collected in those Plan Years, and decreased by any amount contributed to the Plan during those Plan Years by Employers who withdrew from the Plan under this section during those Plan Years.

"Withdrew" in this context means withdraw under 4203(a) without regard to application of any special rule under 4203(f).

Notwithstanding the above, in the case of an Employer who has an obligation to contribute under the Plan for work performed in the building maintenance and security industry, a withdrawal under Section 4201(a) of ERISA occurs only as described in the following paragraph if substantially all of the Employees with respect to whom the Employer has an obligation to contribute under the Plan perform work in the building maintenance and security industry.

A complete withdrawal under Section 4203 of ERISA occurs under the prior paragraph if (1) an Employer ceases to have an obligation to contribute under the Plan, and (2) the Employer continues to perform work in the jurisdiction of the Plan of the type for which contributions were previously required or resumes such work within five years after the date in which the obligation to contribute under the Plan ceases and does not renew the obligation at the time of the resumption.

A complete withdrawal under Section 4203 of ERISA will also occur if: (1) an Employer sells or otherwise transfers a substantial portion of its business or assets to another individual or entity that performs work in the jurisdiction of the Plan of the type for which contributions are required without having an obligation to make contributions to the Plan under a collective bargaining agreement under which the Plan is maintained: or (2) an Employer ceases to have an obligation to contribute in connection with the withdrawal of every Employer from the Plan or substantially all of the Employers within the meaning of Section 4219(c)(1)(D) of ERISA.

An Employer in the building maintenance and security industry shall have liability for a partial withdrawal under Section 4205 of ERISA only if its obligation to contribute under the Plan continues for no more than an insubstantial portion of its work in the craft and area jurisdiction of the collective bargaining agreement for which contributions are required to the Plan."

2. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

I, Thomas Balanoff, Chairman of Local No. 1 Pension Plan, hereby certify this Resolution referring to an Amendment to the Pension Plan was passed, adopted and approved by the Trustees at a meeting held on ______.

Witness my hand this 2008. Thomas Balanoff, Chairman Harold D. Rider, Secretar

FIFTH AMENDMENT TO THE LOCAL NO. 1 PENSION PLAN

1. Conditioned upon the approval of this Amendment by the Pension Benefit Guarantee Corporation, effective as of July 1, 2005 Section 9.04 to the Plan shall be amended and restated as follows:

"Section 9.04 Employer Withdrawal Liability

The amount of the unfunded vested benefits (as defined in ERISA) allocable to an Employer that withdraws from the Plan and who is subject to Section 4201 of ERISA shall be equal to:

(a) The Plan's unfunded vested benefits as of the end of the Plan Year preceding the Plan Year in which the Employer withdraws, less the value as of the end of such year of all outstanding claims for withdrawal liability which can reasonably be expected to be collected from Employers withdrawing before such year; multiplied by

(b) a fraction -

- (i) the numerator of which is the total amount required to be contributed by the Employer under the Plan for the last 5 Plan Years ending before the withdrawal, and
- (ii) the denominator of which is the total amount contributed under the Plan by all Employers for the last 5 Plan Years ending before the withdrawal, increased by any Employer contributions owed with respect to earlier periods which were collected in those Plan Years, and decreased by any amount contributed to the Plan during those Plan Years by Employers who withdrew from the Plan under this section during those Plan Years.

Notwithstanding the above, in determining whether an Employer withdraws under Section 4201 of ERISA, the special rules applicable to building and construction industry funds under Sections 4203(b) and 4208(d)(1) of ERISA shall apply."

2. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

I, Thomas Balanoff, Chairman of Local No. 1 Pension Plan, hereby certify this Resolution referring to an Amendment to the Pension Plan was passed, adopted and approved by the Trustees at a meeting held on <u>December</u> ∂_{0} , ∂_{0} .

Witness my hand this JOH day of L Thomas Balanoff, Chair Harold D. Rider, Secretary