

# **32BJ CONNECTICUT PENSION FUND**

## **Summary Plan Description**

**for**

**Participants Employed by  
the Lebanon Board of Education**

**(Instructional Assistants and School Custodians)**



Effective January 1, 2012

**32BJ**  
**Connecticut Pension Fund**

25 W. 18<sup>th</sup> Street  
New York, NY 10011-4676

Phone: 1-212-388-3500 or 1-800-551-3225

The 32BJ Connecticut Pension Fund (formerly known as the “Service Employees International Union, Local 531 Pension Fund” & the “Service Employees International Union, Local 32BJ Connecticut District Pension Fund”) is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees with equal voting power.

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*This Summary Plan Description (“SPD”) describes the benefits in effect as of January 1, 2012 for eligible Participants of the 32BJ Connecticut Pension Fund (the “Fund”) who are employed by the Lebanon Board of Education on or after such date. Benefits for those who ceased employment with the Lebanon Board of Education prior to January 1, 2012 will be determined in accordance with the terms of legal plan document (the “Plan”) in effect at the time of cessation of employment. This document replaces and supersedes any previous Summary Plan Description.*

*This booklet is a brief general description written in nontechnical language of the most important provisions of the Plan. Nothing in this SPD is meant to interpret or extend or change in any way the provisions expressed in the complete text of the Plan as adopted by the Board of Trustees (the “Trustees”).*

*If there is a discrepancy between this booklet and the Plan, the Plan will govern. The Trustees reserve the right and have the authority to amend, modify, eliminate benefits, or terminate the Plan at any time. In addition, the Trustees, or such other persons as delegated by the Trustees, have the discretion to interpret and construe the rules of the Plan.*

Dear Participant,

Your Board of Trustees is pleased to provide you with an updated Summary Plan Description (“SPD”) with details of your benefits under the 32BJ Connecticut Pension Fund, as amended through January 1, 2012. The Plan was established as the result of collective bargaining between employers and unions including the Lebanon Board of Education and the CSEA Local 2001, SEIU (referred to as “Local 2001”).

This booklet is designed to give you an overview of the Plan and to help you make decisions about retirement. Please keep it in a safe place and share it with your family. If you have questions about your eligibility for benefits or how benefits are calculated, contact the Fund Office at 1-800-551-3225 for more information.

In addition, this booklet presents the information that must be made available to Fund Participants in order to comply with the Employee Retirement Income Security Act (“ERISA”) and subsequent regulations, including a statement of Participants’ rights and protections under this law.

Please note that the rules concerning your eligibility to participate in, and the benefits you receive from, the Fund are set out in more detail in the provisions of the Plan. This booklet is only a summary of those provisions.

The Board of Trustees believes that the Fund is an important supplement to your Social Security benefits and is proud to play a role in providing this valuable benefit to recognize your years of service. We hope that you find this booklet helpful and that you and your family will enjoy the protection of the Fund for many years to come.

Sincerely,

*The Board of Trustees*

## **IMPORTANT TO REMEMBER**

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- Notify the Fund Office at 1-800-551-3225 promptly if you change your address. This is important so that the Fund Office can keep you informed about the Plan and, if you are a Pensioner, to ensure timely receipt of your monthly pension checks.
- Notify the Fund Office if your marital status changes or you wish to name a new beneficiary.
- This booklet describes the Plan of benefits applicable to Participants employed by the Lebanon Board of Education. Participants employed by other Authorities or cleaning contractors are covered by different benefits described in separate booklets.
- This booklet describes the provisions of the Plan as amended through January 1, 2012, unless specified otherwise.
- The words “you” and “your” refer to individuals who are Participants.
- Capitalized terms are defined in the Glossary on pages 29-31.

### **Keep the Fund Office Informed**

Whenever a change in family status occurs—whether it’s a marriage, a divorce, a death or the birth or adoption of a child—it’s a good idea to think about how that event may affect all your benefit plans—not just this Plan—and any beneficiary designations and coverage elections you may have made. This Plan is administered by the Building Service 32BJ Benefit Funds. Contact the Fund Office at 1-800-551-3225 or by mail at 25 W. 18<sup>th</sup> Street, New York, NY 10011 if you have any questions or need additional information.

# TABLE OF CONTENTS

<b>Preparing for Retirement .....</b>	<b>1</b>
<i>Pension Benefits .....</i>	<i>1</i>
<i>Personal Savings .....</i>	<i>1</i>
<i>Social Security .....</i>	<i>1</i>
<b>Plan Highlights .....</b>	<b>2</b>
<i>How the Pension Fund Works .....</i>	<i>3</i>
<b>Becoming a Pension Plan Participant .....</b>	<b>4</b>
<b>Earning Your Pension Benefit.....</b>	<b>4</b>
<i>Hours of Service .....</i>	<i>4</i>
<i>Credited Service and Vesting Service .....</i>	<i>4</i>
<i>Breaks in Service .....</i>	<i>5</i>
<i>Preventing a Break in Service .....</i>	<i>6</i>
<b>Types of Pensions.....</b>	<b>8</b>
<i>Normal Retirement Pension.....</i>	<i>8</i>
<i>Early Retirement Pension .....</i>	<i>9</i>
<i>Special Early Retirement Pension .....</i>	<i>9</i>
<i>Disability Retirement Pension .....</i>	<i>9</i>
<i>Late Retirement.....</i>	<i>10</i>
<i>Reemployment in Covered Employment after Retirement .....</i>	<i>10</i>
<i>Required Benefit Payments After You Reach Age 70½.....</i>	<i>11</i>
<b>How Your Pension is Paid .....</b>	<b>12</b>
<i>Normal Forms of Payment.....</i>	<i>12</i>
<i>Optional Forms of Payment.....</i>	<i>12</i>
<i>Waiving the 50% Husband and Wife Benefit .....</i>	<i>12</i>
<i>Joint and Survivor Benefit Payment Options.....</i>	<i>12</i>
<i>Guaranteed Payment Period Option .....</i>	<i>14</i>
<i>Applying for Benefits .....</i>	<i>15</i>
<b>Pre-Retirement Survivor Benefits.....</b>	<b>16</b>
<b>Life Events That May Affect Your Pension Benefits.....</b>	<b>17</b>
<i>If You Marry.....</i>	<i>17</i>
<i>If You Divorce.....</i>	<i>17</i>
<b>Claims and Appeals Procedures.....</b>	<b>18</b>
<b>Additional Information Concerning the Plan .....</b>	<b>19</b>

<i>Plan Amendment or Termination</i> .....	19
<i>Assignment of Benefits</i> .....	19
<i>Qualified Domestic Relations Orders (“QDROs”)</i> .....	19
<i>Discretionary Authority of the Board of Trustees</i> .....	19
<i>Direct Rollover Provisions</i> .....	19
<i>Tax Considerations</i> .....	20
<b>Frequently Asked Questions</b> .....	<b>21</b>
<b>How Your Pension is Protected</b> .....	<b>23</b>
<b>Your ERISA Rights</b> .....	<b>25</b>
<i>Receive Information About Your Plan and Benefits</i> .....	25
<i>Prudent Actions by Plan Fiduciaries</i> .....	25
<i>Enforce Your Rights</i> .....	25
<i>Assistance With Your Questions</i> .....	26
<b>Plan Facts</b> .....	<b>27</b>
<i>Funding of Benefits</i> .....	27
<i>Trust</i> .....	27
<i>Plan Administrator</i> .....	27
<i>Plan Sponsor and Trustees</i> .....	27
<i>Contributing Employers</i> .....	27
<i>Agent for Service of Legal Process</i> .....	27
<i>Board of Trustees</i> .....	28
<b>Glossary</b> .....	<b>29</b>

## **Preparing for Retirement**

It is never too early to start planning for retirement. While deciding what you want to do when you retire is relatively easy, figuring out where the money will come from to pay for it can be more difficult.

For most people, retirement income generally comes from three sources: Social Security, personal savings, and pension benefits.

## **Pension Benefits**

The Fund provides monthly pension benefits once you are vested and retire. This SPD explains how pensions are calculated under our Plan and provides examples of benefit calculations. If you'd like more help in estimating your own benefit, contact the Fund Office.

## **Personal Savings**

Personal savings include your personal savings and investments, as well as amounts you may have in Individual Retirement Accounts ("IRAs"), 401(k) and annuity plans.

## **Social Security**

Social Security benefits are based on taxes both you and your employers pay on your earnings during your working years. Social Security benefits don't change your pension benefits from this Plan—your Plan benefit is in addition to your Social Security benefits.

For people born in 1937 and earlier, full Social Security benefits are still payable at age 65. However, the Social Security Administration has gradually increased the full retirement age for people born after 1937—the increased ages range from 65 and two months for someone born in 1938, to 66 for people born between 1943 and 1954, to 67 for people born in 1960 or later. Reduced Social Security benefits are generally payable about three years earlier than full benefits.

You may obtain an estimate of your Social Security benefit by going to the Social Security Administration's website: <http://www.ssa.gov/estimator/>.

## Plan Highlights

This chart provides an easy reference to the key provisions of your Plan. These provisions are described in greater detail in this booklet.

Benefit	Requirement
Normal Retirement Age	Age 65 or, if later, your age on the fifth anniversary of your participation in the Plan.
Future Service Credit	1,000 Hours of Service in a Plan Year = 1 Year of Credited Service.
Past Service Credit	1/12 of a Year for each month of continuous employment immediately preceding January 1, 1989, the Plan's Effective Date, which became Covered Employment
Vesting Service	1,000 Hours of Service in a Plan Year = 1 Year of Vesting Service.
Normal Retirement Benefit	<p>Your Normal Retirement Benefit is equal to the product of 1% of your Final Average Earnings multiplied by the number of your Years of Credited Service.</p> <p>Your "Final Average Earnings" are your Earnings, including overtime pay, bonuses or other special compensation, during the five consecutive complete Plan Years that give you the highest average out of your last ten complete Plan Years of employment, or during all of your complete Plan Years if less than five.</p>
Early Retirement Benefit	<p>At least age 55 and completion of ten Years of Vesting Service.</p> <p>Your Early Retirement Benefit is your Normal Retirement Benefit, reduced by 5% for each year payments commence prior to Normal Retirement Date.</p>
Special Early Retirement Benefit	<p>At least age 55 and the sum of your age plus your Years of Vesting Service with a Contributing Employer equal 80 or more.</p> <p>Your Special Early Retirement Benefit is your unreduced Normal Retirement Benefit as determined on your Early Retirement Date.</p>
Disability Retirement Benefit	<p>Permanently and Totally Disabled and completion of ten Years of Vesting Service.</p> <p>Your Disability Retirement Benefit is your unreduced Normal Retirement Benefit as determined on your Date of Disability.</p>
Standard Form of Payment	<p>For opposite-sex married Participants: 50% Husband and Wife Pension.</p> <p>For all other Participants: Life Benefit.</p>
Optional Forms of Payment	<ol style="list-style-type: none"> <li>1. Life Benefit</li> <li>2. Ten-Year Certain and Life Benefit (120-Month Guarantee)</li> <li>3. 50% Joint and Survivor Pension (for same-sex spouse, partner in a civil union or Domestic Partner)</li> <li>4. 66⅔% Joint and Survivor Pension (for Spouse, same-sex spouse, partner in a civil union or Domestic Partner)</li> <li>5. 75% Joint and Survivor Pension (for Spouse, same-sex spouse, partner in a civil union or Domestic Partner)</li> <li>6. 100% Joint and Survivor Pension (for Spouse, same-sex spouse, partner in a civil union or Domestic Partner)</li> </ol>
Pre-Retirement Survivor Benefit	50% Husband and Wife Pension



**Note that the capitalized term “Spouse” refers to an opposite-sex spouse.**

### **How the Pension Fund Works**

- Local 2001 and your Employer negotiate a contribution rate payable to the Fund. The Board of Trustees, based on these contributions and the experience of the Fund (investment earnings, mortality, etc.), set benefit levels. You are neither required, nor permitted, to contribute to the Fund.
- The Plan is administered by the Board of Trustees, which consists of an equal number of Union and Employer representatives. The Plan is a separate legal entity established for the purpose of providing pension benefits.
- Contributions made by your Employer are placed in a common fund, not in individual accounts. The money in this Fund is invested on your behalf by a registered investment manager, with an oversight investment advisor, selected by the Board of Trustees.
- The money in the Fund is used solely to pay pension benefits and Plan administration costs in accordance with Internal Revenue Service rules.

## **Becoming a Pension Plan Participant**

You become a Participant in the Fund as of the first day of the month coinciding with or next following the date you enter Covered Employment. “Covered Employment” is work for which an Employer is required to remit contributions to the Fund under the terms of a Collective Bargaining Agreement or other written agreement on behalf of an Employee.

### **When Active Participation Ends**

Once your active participation has begun, it will generally continue for as long as you remain actively employed by the Contributing Employer and work in Covered Employment. Generally, active participation ends only if you have a “Break in Service,” retire or die before you retire. You may still be considered a “Participant” for certain Plan purposes if you are a retiree or have ceased active participation but have a vested benefit.

## **Earning Your Pension Benefit**

Your eligibility for a retirement benefit and the amount of your pension are determined by your Hours of Service.

### **Hours of Service**

Hours of Service include hours for which you’re entitled to payment from the Contributing Employer for work performed. It also includes certain periods when you are paid but not working, including paid holidays, vacations, sick leave, disability, layoff, jury duty, military leave, and any other paid leaves of absence. However, you will not receive credit for more than 501 Hours of Service for any one period of paid leave of absence.

## **Credited Service and Vesting Service**

Under the Plan, your Hours of Service determine how you earn two types of service: Credited Service and Vesting Service.

- **Years of Credited Service** are used to determine the amount of the pension benefit to which you are entitled.
- **Years of Vesting Service** are used to determine your eligibility for, or right to, a future benefit if you cease Covered Employment prior to reaching Normal Retirement Age. Years of Vesting Service are also used to determine your status under the Plan following an absence from, or a period of reduced, employment.

### **Years of Credited Service**

Your Years of Future and Past Credited Service are taken into account to determine the amount of your pension. You earn Years of Future Credited Service throughout your career based on the number of Hours of Service you are credited with each Plan Year you are in Covered Employment. You earn Years of Past Credited Service for continuous employment immediately preceding January 1, 1989, the Effective Date of the Plan. Your Years of Future and Past Credited Service are combined and then multiplied by the applicable percentage of your Final Average Earnings to determine the amount of your (unreduced) monthly pension benefit.

Your Years of Future Credited Service will be determined in accordance with the following schedules:

**For service on or after January 1, 2011**, you receive one Year of Credited Service for each Plan Year in which you accrue at least 1,000 Hours of Service.

**For service from January 1, 1989 to January 1, 2011**, you received one Year of Credited Service for each Plan Year in which you accrued at least 1,000 Hours of Service, except that if you commenced Covered Employment prior to January 1, 2011, you received one Year of Credited Service for the Plan Year in which you commenced Covered Employment, regardless of the number of Hours of Service you accrued that Year.

Your Years of Past Credited Service will be determined in accordance with the following schedule:

**For continuous service immediately preceding January 1, 1989**, you received one Year of Past Credited Service for each full year of employment with a Contributing Employer which became Covered Employment under the Plan. For partial years, you received one-twelfth (1/12) of a Year of Past Credited Service for each month in which you worked in employment which became Covered Employment under the Plan.

### **Years of Vesting Service**

Vesting Service is used to determine eligibility for a vested retirement benefit if you cease working in Covered Employment before you retire. It is also used to determine whether a period of absence results in a Permanent Break in Service and to determine if you are eligible for Early, Special Early or Disability Retirement.

You earn one Year of Vesting Service if you accrue at least 1,000 Hours of Service in Covered Employment in a Plan Year.

### ***Vesting Status***

Once you earn five (5) Years of Vesting Service, you have achieved vested status, which guarantees you a right to a retirement pension—even if you cease working in Covered Employment prior to retirement. This benefit is typically payable at your Normal Retirement Age (age 65). If you did not earn one Hour of Service on or after January 1, 1999, you were required to earn ten (10) Years of Vesting Service to achieve vested status.

### **Breaks in Service**

You may lose Years of Credited Service and Years of Vesting Service if you have a “Break in Service.”

#### **One-Year Break in Service**

You incur a one-year Break in Service if you fail to accrue at least 501 Hours of Service during a given Plan Year.

If you have a one-year Break in Service before you’ve become vested in your benefit, you may lose your status as a Participant in the Plan and forfeit any previously earned Years of Vesting Service and Years of Credited Service. However, a one-year Break in Service can be repaired if you return to work and earn an additional Year of Vesting Service before you have a “Permanent Break in Service.”

**For Example:** Maria began working in Covered Employment in February 2007 and worked at least 1,000 Hours during that year, earning a Year of Vesting Service. In 2008, she worked at least 1,000 Hours in Covered Employment and earned *another* Year of Vesting Service. In 2009, she only earned 200 Hours. Because she was not yet vested and earned fewer than 500 Hours in 2009, Maria had a one-year Break in Service. As a result, her previously earned Vesting Service, as well as her previously earned Credited Service, is temporarily cancelled.

In 2010, Maria worked at least 1,000 Hours. By earning a Year of Vesting Service in 2010, she has repaired her one-year Break in Service. Her two Years of Vesting Service and any Credited Service previously earned are restored.

### **Permanent Break in Service**

If you have five consecutive one-year Breaks in Service before you've become vested in your benefit, then you have a "Permanent Break in Service." When you have a Permanent Break in Service:

- You lose all of your Years of Credited Service and Vesting Service earned before the first one-year Break in Service, and
- Your participation in the Plan is cancelled, and you will be required to re-qualify for participation if you later return to Covered Employment.

### **Preventing a Break in Service**

If you are absent from work in Covered Employment due to one of the following reasons, you may be credited with the number of Hours noted, solely for the purpose of preventing a one-year Break in Service.

#### **Maternity/Paternity Leave**

To prevent your absence from causing a one-year Break in Service, you will be granted a maximum of 501 Hours when you are not working because of maternity or paternity leave. Maternity and paternity leaves include leaves for pregnancy, the birth of a child, placement of a child with you following adoption and caring for a child for one year after birth or adoption. Keep in mind that these Hours are given solely to prevent a Break in Service. They do not count towards earning your Years of Credited Service or Vesting Service.

The hours credited under this rule will be applied to the Plan Year in which the absence begins, if they are needed to prevent a one-year Break in Service in that Year. Otherwise, the hours will be applied to prevent a one-year Break in Service in the following year.

#### **Family and Medical Leave Act**

Any time that you are away from work on a leave of absence under the Family and Medical Leave Act ("FMLA") will not count when determining whether a Break in Service has occurred. To qualify, FMLA leaves must be approved by your Employer and you must return to work for a Contributing Employer on or before the expiration date of the FMLA leave.

#### **Armed Forces Participation**

If you are on active military duty, you are entitled to certain rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Generally, if you return to work within five years after you enter uniformed service, you have a right to be reinstated at the level where you would have been if you had not left for military service, provided that you notified your employer that you were going into service, receive an honorable discharge and return to employment within one of the following time frames:

- 90 days from the date of discharge, if the period of service is more than 180 days;
- 14 days from the date of discharge, if the period of service was 31 days or more but less than 180 days; or
- One day after discharge (allowing 8 hours for travel) if the period of service was less than 31 days.

If you are hospitalized or convalescing from an injury caused by active duty, these time limits may be extended up to two years.

Under the military service rules, not only will you be credited with the service required to prevent a Break in Service, but you will also receive Years of Vesting Service and Years of Credited Service for your time in military service. However, you must apply for reemployment with a Contributing Employer within the time required by law to receive this Service.

In addition, please note that to assist military families experiencing significant economic hardships due to individuals being called to active duty, Congress passed the Heroes Earnings Assistance and Relief Tax Act (the “HEART” Act) of 2008. The HEART Act provides for additional Plan benefits and protection for individuals who, after leaving Covered Employment to serve in the military, either die or become disabled while in qualified military service. Specifically, the HEART Act requires the Plan to provide mandatory death benefits by treating Participants who die while in qualified military service as if they had returned to active employment before their death.

If you die while in qualified military service, the Plan will treat you as if you had returned to Covered Employment and were an active Employee before your death. As a result, your Spouse may be eligible for the Qualified Pre-Retirement Survivor Spouse Benefit.

Contact the Fund Office for more information regarding benefits provided under the HEART Act.

<p><b>Contact the Fund Office at 1-800-551-3225</b> if you’re absent from work to make sure you understand your status under the Plan and what procedures you may need to follow under the Plan’s rules on absences. Be sure to notify the Fund Office if you enter military service and also upon your return.</p>
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## **Types of Pensions**

There are four types of pensions available under the Plan:

- Normal Retirement Pension;
- Early Retirement Pension;
- Special Early Retirement Pension; and
- Disability Retirement Pension.

In this section, you'll find details on how each retirement pension benefit is calculated. For more information on the forms of payment available and adjustments that may be made to the monthly pension amount to provide certain optional forms of payment, see "How Your Pension Is Paid" which begins on page 11.

### **Normal Retirement Pension**

You qualify for a Normal Retirement Pension on or after your Normal Retirement Date. If you are working in Covered Employment, your Normal Retirement Date is the first of the month on or immediately following the date you reach your Normal Retirement Age. Your Normal Retirement Age is:

- The date you reach age 65, or, if later,
- The fifth anniversary of your participation in the Plan.

If you are not working in Covered Employment, your Normal Retirement Date is the first of the month on or immediately following the date you reach Normal Retirement Age, provided you are vested in your benefit.

Your annual pension benefit will equal 1% of your Final Average Earnings, multiplied by your Years of Credited Service on your retirement date.

***For Example:*** Joseph decides to retire at age 65 on January 1, 2012, with 35 Years of Credited Service. His Final Average Earnings equal \$40,000. The yearly amount of his retirement benefit will equal 1% of his Final Average Earnings, multiplied by his Years of Credited Service on his retirement date. His monthly Normal Retirement Pension is calculated as follows:

$$\$40,000 \times 1\% = \$400$$

$$\$400 \times 35 = \$14,000$$

Joseph's annual Normal Retirement Pension (payable as a Life Benefit) equals \$14,000, or \$1,166.67 per month.

## Early Retirement Pension

You can retire with an Early Retirement Pension if you:

- Are at least age 55, and
- Have accrued at least 10 Years of Vesting Service.

An Early Retirement Pension is calculated in the same way as a Normal Retirement Pension, but is reduced for the number of months payments begin before you attain age 65. That is because you are retiring at a younger age and it is likely that you will be receiving benefits for a longer period of time. Your Early Retirement Pension will be your Normal Retirement benefit reduced by 5% per year or .4167% for each month your Early Retirement Date precedes your attainment of age 65. An example of this calculation is as follows:

**For Example:** Mary decides to retire at age 62 at the end of July 2012 with 23 Years of Credited Service. Her Final Average Earnings equal \$35,000. Based on her Years of Credited Service and her Final Average Earnings, Mary's Normal Pension would be calculated as follows:

$$\$35,000 \times 1\% = \$350$$

$$\$350 \times 23 = \$8,050$$

Mary's annual Normal Retirement Pension (payable as a Life Benefit) would be \$8,050, or \$670.83 per month.

As Mary is retiring at age 62, or 36 months prior to her Normal Retirement Date of age 65, her monthly pension is reduced, because she is expected to receive a greater number of monthly retirement payments over her lifetime. The reduction is .4167% for each month she retires prior to attaining age 65, illustrated as follows:

Monthly Normal Retirement Pension at age 65	\$670.83
The Early Retirement reduction factor is 36 months times .4167% = 15%	
This percentage times Mary's Normal Retirement Pension equals the reduction amount for retiring early — \$670.83 x 15% = \$100.62	
Monthly Normal Retirement Pension at age 65	\$670.83
Less Early Retirement reduction amount	<u>- 100.62</u>
Monthly Early Retirement Pension at age 62	\$570.21

## Special Early Retirement Pension

You can retire on a Special Early Retirement Pension if you:

- Are at least age 55, and
- The sum of your age plus your Years of Vesting Service with the Contributing Employer equals 80 or more.

A Special Early Retirement Pension is calculated in the same way as a Normal Retirement Pension.

## Disability Retirement Pension

You can retire on a Disability Retirement Pension if you:

- Are Permanently and Totally Disabled while working in Covered Employment, and
- Have accrued at least ten years of Vesting Service.

A Disability Retirement Pension is calculated in the same way as a Normal Retirement Pension. You can receive a Disability Retirement Pension at any age under 65. As long as you remain disabled, you will receive pension payments.

A Participant shall be deemed to be “permanently and totally disabled” if he has been determined to be so disabled by the Social Security Administration in connection with Old Age Survivors and Disability Insurance Coverage. The Trustees may at any time, and from time to time, require evidence of continuous entitlement to such Social Security Disability Benefits.

You must immediately report to the Trustees if you recover from your disability and lose entitlement to Social Security benefits before you reach age 65. Your Disability Retirement Pension payments will stop once you are no longer disabled.

### **Late Retirement**

You may decide either to continue working past your Normal Retirement Date or to not begin receiving your pension after you have attained your Normal Retirement Date.

If your pension starts after your Normal Retirement Date, your monthly retirement benefit when delayed will be the greater of (a) or (b) below:

- (a) The pension benefit you earned as of your delayed retirement date, based on all your Years of Credited Service and your Final Average Earnings in effect at that time, or
- (b) The pension benefit you had earned at your Normal Retirement Date, increased by 1% for each of the first 60 months that payments begin after attainment of age 65 (that is, until age 70) and by 1.5% for each month thereafter, provided your benefits were not suspended due to your working 40 or more Hours in a month in Covered Employment (see below.)

### **Reemployment in Covered Employment after Retirement**

- *Before Your Normal Retirement Date:* Your pension payments will be suspended for each month that you work in Covered Employment, regardless of the number of hours worked.
- *After Your Normal Retirement Date:* Your pension payments will be suspended for each month in which you work 40 or more hours in Covered Employment. However, as of the April 1<sup>st</sup> of the calendar year following the year in which you reach age 70½, your pension payments will not be suspended, regardless of the number of hours you work in Covered Employment.

You are required to notify the Fund Office within 30 days after you recommence working in Covered Employment, no matter how many hours you are working.

If you receive pension payments to which you're not entitled during a period of reemployment, the Trustees can recover the overpayments by deducting them from future monthly payments you receive from the Fund. The amount of this offset is limited to 100% of the first payment due you when payments resume and 25% of payments after that.

### **Pension Recalculation**

If you earned additional Years of Credited Service during your reemployment in Covered Employment, the pension you receive when you retire again will be recalculated taking into account your age and



Years of Credited Service at that time. Your monthly benefit amount following your second retirement will be reduced by the value of payments received during your first period of retirement.

If you did not earn additional Years of Credited Service upon your return to Covered Employment, the pension you receive when you retire again will not be recalculated and will be the same amount that you had previously received.

**Required Benefit Payments After You Reach Age 70½**

You must begin to receive your monthly pension benefits as of the April 1<sup>st</sup> following the calendar year in which you reach age 70½. Once your benefit payments have started under this provision, they will not be suspended, even if you return to Covered Employment.

## **How Your Pension is Paid**

### **Normal Forms of Payment**

If you do not have a Spouse when you apply for your retirement benefit, the normal form of payment is a Life Benefit. If you have a Spouse when you apply for your retirement benefit, the normal form of payment is the 50% Husband and Wife Benefit.

### **Life Benefit**

The Life Benefit pays you the full amount of your retirement benefit and continues for as long as you live. No benefits are payable to a beneficiary after your death. If you have a Spouse, you may only elect this option with your Spouse's notarized consent.

### **50% Husband and Wife Benefit**

The 50% Husband and Wife Benefit pays you a reduced amount of your retirement benefit and continues for as long as you live. Upon your death, your Spouse will continue to receive 50% of the monthly retirement benefit you were receiving for the remainder of his/her lifetime. The adjustment from a Life Benefit to a 50% Husband and Wife Benefit is based on your age and your Spouse's age when payments begin. (See the explanation on page 13.)

### **Optional Forms of Payment**

Optional forms of payment are available in addition to the normal forms of payment listed above. You may elect one of the following forms of payment if you feel it better suits your personal needs. Only your (same-sex or opposite-sex) spouse, partner in a civil union or Domestic Partner can be your beneficiary if you elect one of the following Joint and Survivor Benefit Payment Options.

The election of an optional form of payment must be made in writing during the 30- to 180-day period before payments are scheduled to start. Once made, you may change an election at any time within this window prior to the Annuity Starting Date. No changes may be made after payments have begun.

### **Waiving the 50% Husband and Wife Benefit**

If you have a Spouse, you may nonetheless elect to waive the 50% Husband and Wife Benefit and elect another optional form of benefit payment (listed below). If you elect either the Life Benefit Option or the Ten-Year Certain and Life Benefit Option, the written, notarized consent of your Spouse is required. However, the written, notarized consent of your Spouse is not required for election of another (66 $\frac{2}{3}$ %, 75% or 100%) Joint and Survivor Benefit Option.

### **Joint and Survivor Benefit Payment Options**

#### **50% Joint and Survivor Benefit Option**

Under this option, you receive a reduced monthly amount for life and, upon your death, your same-sex spouse, partner in a civil union, or Domestic Partner will continue to receive 50% of that reduced amount for his/her lifetime.

**66⅔% Joint and Survivor Benefit Option**

Under this option, you receive a reduced monthly amount for life and, upon your death, your (same-sex or opposite-sex) spouse, partner in a civil union or Domestic Partner will continue to receive 66⅔% of that reduced amount for his/her lifetime.

**75% Joint and Survivor Benefit Option**

Under this option, you receive a reduced monthly amount for life and, upon your death, your (same-sex or opposite-sex) spouse, partner in a civil union or Domestic Partner will continue to receive 75% of that reduced amount for his/her lifetime.

**100% Joint and Survivor Benefit Option**

Under this option, you receive a reduced monthly amount for life and, upon your death, your (same-sex or opposite-sex) spouse, partner in a civil union or Domestic Partner will continue to receive 100% of that reduced amount for his/her lifetime.

**Monthly Amount of 50% Husband and Wife or Joint and Survivor Benefit Option Payments**

Under a 50% Husband and Wife Benefit or Joint and Survivor Benefit Option, the Fund is expected to pay retirement benefits for a longer period of time than under the Life Benefit, since benefits will be paid to both you and your (same-sex or opposite-sex) spouse, partner in a civil union or Domestic Partner, rather than to just you alone. As a result, the monthly amount paid under a 50% Husband and Wife Benefit or Joint and Survivor Benefit Option form of payment reduces the retirement amount which would otherwise be paid to you. The amount of the adjustment for a 50% Husband and Wife Benefit or Joint and Survivor Benefit Option is based on the difference in age between you and your (same-sex or opposite-sex) spouse, partner in a civil union or Domestic Partner. The greater the difference in your ages, the greater the adjustment in your benefit.

The following table shows how the percentage of your Normal Retirement Pension, payable in the form of a Life Benefit, would be adjusted if paid in the form of a 50% Husband and Wife Benefit or a 50%, 66⅔%, 75% or 100% Joint and Survivor Benefit Option. The table contains only a small sample of the Fund's actuarial adjustment factors.

Survivor's Age in Relation to Your Age	Percentage of Normal Retirement Pension Payable to You			
	50% Benefit Option	66⅔ Benefit Option	75% Benefit Option	100% Benefit Option
10 Years Younger	87%	85%	82%	78%
5 Years Younger	89%	87%	84.5%	81%
Same Age	91%	89%	87%	84%
5 Years Older	93%	91%	89.5%	87%
10 Years Older	95%	93%	92%	90%

**For Example:** John’s Normal Retirement Pension, payable as a Life Benefit, is \$540.00 per month. John’s wife is five years younger than John. The normal form of payment of his retirement benefit is the 50% Husband and Wife Benefit. Taking into account his and his wife’s relative ages, John’s monthly retirement benefit would be 89% of his Normal Retirement Benefit, producing a monthly retirement benefit of \$480.60 per month (89% of \$540) payable for John’s lifetime. Upon John’s death, a monthly benefit of \$240.30, representing one-half of his retirement benefit, would continue to be paid to his wife for her lifetime. If John elects to receive his benefit in the form of the 66⅔% Joint and Survivor Benefit Option, his monthly benefit would be \$469.80 (87% of \$540) with a monthly benefit of \$313.22 (66⅔% of \$469.80) paid to his wife for her lifetime upon his death. Please note that John would continue to receive a monthly benefit of \$480.60 or \$469.80 (as applicable) in the event his wife predeceased him.

**Guaranteed Payment Period Option**

***Ten-Year Certain and Life Benefit (also known as a “Lifetime Benefit with 120-Month Guaranty”)***

Under this option, you receive a reduced monthly amount for your life, and, if you had not received 120 benefit payments before your death, your designated beneficiary will receive the balance of the 120 monthly payments. If you have a Spouse, you may only elect this option with your Spouse’s notarized consent.

***Amount of a Ten-Year Certain and Life Benefit***

The following table illustrates the adjustment factors which apply to the Ten-Year Certain and Life Benefit. Unlike the 50% Husband and Wife Benefit and Joint and Survivor Benefit Option reduction factors, these factors are based solely upon your age at retirement. As with the table for the 50% Husband and Wife Benefit and Joint and Survivor Benefit Option reduction factors, this table contains only a small sample of the Fund’s actuarial adjustment factors.

<b>Your Age at Retirement</b>	<b>Percentage of Pension Payable to You</b>
55	97.54%
60	95.91%
65	92.90%
70	87.77%

***Designating a Beneficiary for the Ten-Year Certain and Life Benefit***

If you do not have a Spouse or you validly waive the 50% Husband and Wife Benefit, you may choose any person as your designated beneficiary for the Ten-Year Certain and Life Benefit. In the event of your death, the balance of the guaranteed payments, if any, will be made to your beneficiary. If you do not have a designated beneficiary on file with the Fund Office, then any amounts payable after your death will be paid in descending order to your surviving spouse, or, if none, to your surviving children equally, or, if none, to your estate.

If you want to change your beneficiary, or if there is a change in your marital status, please notify the Fund Office immediately.

***Cash Out of Small Benefits***

If the actuarial present value of your monthly retirement benefit is less than \$5,000, you can elect (with your Spouse’s notarized consent, if applicable) to receive your monthly pension as an actuarially equivalent lump sum payment in lieu of a monthly retirement benefit.

Similarly, if the actuarial present value of your Spouse's pre-retirement survivor annuity benefit is less than \$5,000, (s)he can elect to receive the monthly benefit as an actuarially equivalent lump sum payment in lieu of monthly payments.

**For example:** Richard begins working as a custodian at age 60 and does not work steadily, only accruing one and one-half Years of Credited Service after being in the Plan for five (5) years and attaining age 65, his Normal Retirement Age. The Plan allows Richard, with his Spouse's consent, to take a lifetime benefit of \$28.50 per month and convert this to a one-time lump sum payment. The lump sum payment is the actuarial equivalent of the sum of the monthly payments anticipated to be made to Richard over his lifetime (based on his age), discounted to reflect the value of receiving the payments as a one-time payment now. In this example, the lump sum payment would be \$4,346, based on Richard's age and current interest rates. (Rates are updated annually.)

#### **Explanation of Benefit Payment Options**

The Fund Office will provide you with information about the payment options available under the Plan when you apply for a benefit. This written statement will include each of the following:

- A description of the Plan's normal and optional payment forms and the eligibility requirements for each;
- The amount your benefit would be if it were paid in the normal payment form and any optional payment forms;
- A description of the financial effect of electing an optional payment form; and
- A description of the relative actuarial value of the various options available to you.

Contact the Fund Office for more information about the relative value statement.

#### **Applying for Benefits**

You can apply for a retirement benefit at any time after you meet the applicable eligibility requirements. However, it is important to allow enough time for your retirement application to be processed. When you apply for a retirement benefit, be prepared to provide proof of your date of birth, your Social Security card, ID/proof of age for your Spouse or other joint annuitant, and, if applicable, proof of marriage.

Once benefit payments begin, if you change your address, be sure to notify the Fund Office immediately, so that your pension checks and other information about your benefits are sent to the right place.

## **Pre-Retirement Survivor Benefits**

The previous section described the various pension benefit payment options available under the Plan which provide for payments to a beneficiary if you die *after* you retire. This section provides details on the survivor benefits payable if you die *before* you retire.

### ***If You Are Married with an Opposite-sex Spouse***

If you are vested in your retirement benefit, die prior to retirement and are survived by a Spouse, your Spouse is entitled to a Pre-Retirement Survivor Benefit. You do not have to be actively working in Covered Employment at the time of your death for your Spouse to receive the benefit.

### ***How the Benefit is Calculated***

Your surviving Spouse will be entitled to receive a benefit equal to 50% of the amount you would have received under the 50% Husband and Wife Benefit had you retired on the day before the day you died. This percentage is reduced by one-half percent ( $\frac{1}{2}\%$ ), but by no more than ten percent (10%) for each year that your Spouse is more than five years younger than you.

***For Example:*** Juan, who is married to Rose, dies at age 63 while he is actively employed. Had he lived to age 65, he would have been entitled to a Normal Retirement Benefit of \$600 per month. Rose is the same age as Juan. To determine Rose's benefit, the first step is to calculate the Early Retirement Benefit Juan would have received if he retired on the day before he died. Because he died 24 months before his Normal Retirement Date, Juan's Normal Retirement Benefit is reduced by 10% (24 months x .4167% per month) or \$60.00. This produces an Early Retirement Benefit of \$540.00 (\$600.00 - \$60.00.) The next step is to determine the adjustment for the 50% Husband and Wife Benefit. Since Juan and Rose were the same age, the benefit is adjusted by a factor of 91% to \$491.40 (.91 x \$540.00.) Rose is entitled to Pre-Retirement Death Benefit of one-half of this amount, or \$245.70, for the rest of her life.

### **When Payments Start**

Payments to your surviving Spouse can generally start as early as the first of the month following your death. However, if you hadn't met the requirements for an Early Retirement Pension or Special Early Retirement Pension at the time of your death, the benefit can begin no earlier than the first day of the month following the month in which you would have first met those requirements had you lived.

In either case, your Spouse may elect to defer the start of payments until the later of (1) December 31 of the year you would have reached age 70½, or December 31 of the year following the year in which you died.

### **If You Do Not have a Spouse**

If you do not have a Spouse when you die, there is no Pre-Retirement Survivor Benefit payable under the Plan.

## **Life Events That May Affect Your Pension Benefits**

### **If You Marry**

#### **Before Your Annuity Starting Date**

As discussed previously, if you marry before your Annuity Starting Date and have a Spouse, your pension will be paid in the form of a 50% Husband and Wife Benefit. You may also elect to have your pension paid in one of the other form of payments available under the Plan. (Remember, you must have your Spouse's written, notarized consent to elect either the Life Benefit or the Ten-Year Certain and Life Benefit.)

#### **After Your Annuity Starting Date**

Your pension is not affected when you marry *after* your pension has started to be paid since, once you start to receive a monthly benefit, you cannot change the form of payment.

### **If You Divorce**

If you divorce (either before or after retirement), a court may enter a "Qualified Domestic Relations Order" ("QDRO") which affects the amount of pension you will receive or are receiving by ordering that certain payments be made from your benefits to pay alimony, child support or marital property rights of your Spouse, former Spouse, child or other dependent. In addition, you should keep in mind that a QDRO will take precedence over any claims of your then-current Spouse, if any, at the time of your retirement or death.

If you're married when you retire, but you later divorce and your benefit is being paid as a 50% Husband and Wife Benefit or Joint and Survivor Benefit Option, your former Spouse will still be entitled to payment of benefits under that form of payment at the time of your death. In addition, a QDRO may affect your monthly benefit by giving part, or all, of your monthly pension to your Spouse, former Spouse, or dependent(s).

For more information concerning QDRO's, please see page 19.

## **Claims and Appeals Procedures**

Any Participant, beneficiary, or other person or entity making:

- a claim for benefits under the Plan; or
- a claim to payments from the Plan; or
- an appeal from a denial of a claim for benefits or appeal from a denial of a claim to payments,

will have the burden of proof to establish the right to such benefits or payments.

If your request for a benefit is denied, in whole or in part, you will receive a written notice of the denial within 90 days, unless special circumstances require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision. That notice will describe (1) the specific reason or reasons for the denial, (2) the Plan provisions on which the determination is based, (3) any additional information or material required to perfect the claim and an explanation of why it is necessary, and (4) the Plan's review procedures.

### **Review of Denial**

You may request a review of the denial within 180 days of the date you receive the denial notice. You or your representative may review pertinent documents and other materials relevant to your claim (regardless of whether they were submitted with your original claim) and submit issues, comments, documents and other information relating to the claim. Requests for review must be made in writing and sent to the Board of Trustees.

The failure to file a petition within the 180-day period or the failure to appear and participate in any timely scheduled hearing will constitute a waiver of the claimant's right to a review of the denial. However, the Board may relieve a claimant of any such waiver for good cause shown, provided application for such relief is made within one year after the date shown on the notice of denial.

The Board of Trustees will make its decision on the review of the denial no later than the meeting of the Board that immediately follows receipt of the petition for review. However, if the request for review is received within 30 days before the date of that meeting, the decision will be made no later than the date of the second meeting following the Plan's receipt of the request for review. However, if special circumstances require an extension of time, the decision may be made at the following meeting but in no event later than the third meeting following receipt of the request. You will be notified in writing if an extension is needed. That notice will describe the special circumstances and tell you when you can expect a decision on appeal.

When the Board of Trustees makes a decision on your appeal, you will receive a written notice stating (1) the reason for the decision, (2) the Plan provisions on which the decision is based, and (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim. The written notice will be provided within five days after the decision is made.

The denial of an application or claim where right of review has been waived, as well as any decision of the Board of Trustees with respect to review, will be final and binding on all parties.

Notwithstanding the foregoing, you have a right to bring a civil action in state or Federal court in the event of a denial of an application or claim by the Board of Trustees (see page 26.)



## **Additional Information Concerning the Plan**

### **Plan Amendment or Termination**

The Board of Trustees expects to continue the Plan indefinitely but reserves the right to change or end it at any time. 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.

### **Assignment of Benefits**

Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned or pledged to anyone and may not be subject in any manner to anticipation, alienation, encumbrance or charge. However, the Plan will comply with (1) a Qualified Domestic Relations Order (QDRO) that gives someone else a right to a portion of your pension, or (2) any lien imposed by the Internal Revenue Service.

### **Qualified Domestic Relations Orders (“QDROs”)**

Until the Plan has complied with the terms of the QDRO, the Board of 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.

You will be notified if the Plan receives a proposed QDRO with respect to your pension. For more information on QDROs, or to receive a copy of the procedures the Trustees follow in determining whether an order is qualified, contact the Fund Office.

### **Discretionary Authority of the Board of Trustees**

The Board of Trustees governs the Pension Plan in accordance with an Agreement and Declaration of Trust. The Trustees have the sole power and authority to construe and interpret the terms of the Plan and to decide all matters in connection with the operation or administration of the Plan. No one else has any authority to interpret the Plan (or other applicable documents) or make any promises to you about it, including any claims for benefits.

### **Direct Rollover Provisions**

You may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan, as described in the Internal Revenue Code. Eligible retirement plans may include an individual retirement annuity, an annuity plan, a qualified trust, an annuity contract that accepts an eligible rollover distribution, a retirement plan that is maintained by a state, state agency or political subdivision of a state, and effective December 31, 2007, a Roth individual retirement account or Roth individual retirement annuity.

These definitions also apply to distributions to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a QDRO. For other than a Spouse who is a beneficiary, an eligible retirement plan is an individual retirement account or annuity, or for distributions after December 31, 2007, a Roth individual retirement account or annuity that is established on behalf of the designated

beneficiary and that will be treated as an inherited IRA under the provisions of Section 402(c)(11) of the Internal Revenue Code. This is only applicable for Cash Out of Small Benefits (pages 14-15).

### **Tax Considerations**

Your monthly pension is not considered taxable income under Federal tax laws until it is actually paid to you. Generally, you will have to pay Federal income tax on the amount of your monthly pension benefit you receive in a given year. In addition to Federal taxes, you may be required to pay state or local income taxes on your pension benefit.

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 Fund Office cannot advise you on any legal or tax matters.

## **Frequently Asked Questions**

Here are some answers to some of the most often asked questions about the Pension Plan:

### **How are benefits funded?**

Benefits are funded by contributions made to the Fund by Contributing Employers in accordance with their respective Collective Bargaining Agreements and by investment earnings on the assets held by the Fund. You are neither required, nor permitted, to contribute to the Fund.

### **Who administers the Pension Plan?**

The Plan is administered by a Board of Trustees consisting of an equal number of Union and Employer representatives in accordance with the Trust Agreement.

### **Do the pensions provided by this Plan affect Social Security benefits in any way?**

No. The benefits payable under this Plan are in addition to benefits paid by Social Security.

### **Are Plan documents available to me?**

Yes. Copies of the Trust Agreement, Plan Document and amendments, Annual Funding Notice, Collective Bargaining Agreements and a full annual report are available for inspection at the Fund Office during regular business hours. Upon request, these documents will be furnished by mail upon payment of reasonable photocopy charges. You should, therefore, find out what that charge will be before writing and asking for copies of these documents.

### **After I apply for benefits, when is my pension payable?**

Generally, benefits become effective the first of the month following the month your application and all supporting documentation is received at the Fund Office, unless you elect a later date. However, the latest your pension benefit can start is the April 1<sup>st</sup> after the calendar year in which you reach age 70½.

### **When may I obtain a statement of my Years of Credited Service and the benefits I have earned?**

You may get a statement annually of Years of Credited Service and an estimate of your accrued pension benefits by making a written request to the Fund Office.

### **Can I still get my pension if I move outside the United States?**

Yes. Please notify the Fund Office before you move to assure that the Fund has your full and correct mailing address.

### **Can I change my beneficiary before I retire?**

You may be able to change your beneficiary before you retire. However, under certain circumstances, your Spouse's consent will be required. A Beneficiary Designation Form may be obtained from the Fund Office.

### **Can I change my beneficiary after I retire?**

You may change your beneficiary after you retire if you have elected to receive payment of your pension in the form of a Ten-Year Certain and Life Benefit. You may obtain a Beneficiary Designation Form from the Fund Office. If you have a Spouse at the time benefit payments commenced, your Spouse's notarized consent to the change in beneficiary is required unless your Spouse specifically consented to permit a change in beneficiary.

**Can I elect to have taxes withheld after the commencement of my pension payments?**

You may elect to have taxes withheld from your pension payments. However, you will be required to complete a tax withholding election form. You may request a form from the Fund Office at any time during the year.

**Can my monthly pension payments be sent directly to a bank for deposit into my account?**

The Fund Office will assist you and it is our preference that your monthly benefit check be directly deposited electronically into your bank account.

**Will my monthly pension payments increase after retirement?**

The Plan does not contain a provision for a cost-of-living or any other periodic adjustments in pension benefits.

## How Your Pension is Protected

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant’s years of service multiplied by:

1. 100% of the first \$11.00 of the monthly Benefit Accrual Rate; and
2. 75% of the next \$33.00.

The PBGC’s maximum guarantee limit is \$35.75 per month times a Participant’s years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new 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 as a Participant in the Plan;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s Normal Retirement Age; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if some of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from Employers.

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

## **Your ERISA Rights**

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

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator’s office and at other specified locations such as worksites and union halls, all Plan documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of Plan documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (see page 8) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

However, in all cases, including those described in the above paragraph, you must first exhaust your appeals process under the Plan by following the Claims and Appeals Procedures described on page 17 before you may file suit in any court.

### **Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory.

You may also obtain help by calling EBSA toll-free at 866-444-3272 or visiting EBSA's website at <http://www.dol.gov/ebsa>. You can also write to EBSA at the following address:

**Office of Participant Assistance  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210**

You may also obtain certain publications about your rights and responsibilities under ERISA by calling EBSA's toll-free Employee & Employer Hotline at 866-444-3272 or visiting EBSA's website at <http://www.dol.gov/ebsa>.



## Plan Facts

Official Plan Name	32BJ Connecticut Pension Fund
Employer Identification Number (EIN)	06-0909320
Plan Number	001
Plan Year	January 1 through December 31
Type of Plan	Defined Benefit Pension Plan
Effective Date	January 1, 1989

## Funding of Benefits

All contributions to the Pension Fund are made by Contributing Employers in accordance with their respective Collective Bargaining Agreements. Benefits are paid from the Fund's assets, which are accumulated under the provisions of the written agreements and the Trust Agreement.

## Trust

Assets are held in a Trust Fund for the purpose of providing benefits to covered Participants and paying reasonable administrative expenses.

## Plan Administrator

The 32BJ Connecticut Pension Fund is administered by a joint Board of Trustees composed of four trustees: two Union Trustees and two Employer Trustees, whose names appear in this summary booklet. The office of the Board of Trustees may be contacted at:

**32BJ Benefit Funds  
Board of Trustees  
32BJ Connecticut Pension Fund  
25 W. 18<sup>th</sup> Street  
New York, NY 10011-4676  
1-800-551-3225**

## Plan Sponsor and Trustees

The Board of Trustees sponsors the 32BJ Connecticut Pension Fund. The Board of Trustees may be contacted at the address above.

## Contributing Employers

The 32BJ Connecticut 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 working under a written agreement as well as the address of such employer. Additionally, a complete list of Employers and unions sponsoring the Pension Plan may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.

## Agent for Service of Legal Process

The Board of Trustees has been designated as the agent for the service of legal process. Legal process may be served at the Fund Office (send to the attention of the Compliance Office) and on the individual Trustees.

## **Board of Trustees**

A Board of Trustees is responsible for the operation of the Plan. The Board of Trustees consists of an equal number of Employer and Union representatives. If you wish to contact the Board of Trustees, use the address and phone number at the beginning of this booklet. The current Trustees of this Plan are:

### **Union Trustees**

Kurt Westby  
Vice President  
SEIU Local 32BJ Connecticut District  
196 Trumbull Street, Suite 400  
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### **Employer Trustees**

Robert Symolon  
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Hartford, CT 06114-2010

William T. Macco  
Director, Labor Relations  
UGL Services – Unicco Operations  
200 Broadacres Drive  
Bloomfield, NJ 07003-3154

## Glossary

This section contains definitions of terms mentioned throughout this document.

**Annuity Starting Date:** the first day of the calendar month immediately following the date when you have fulfilled all the conditions for entitlement to benefits, including the filing of a completed Application for Benefits. The Annuity Starting Date will not be later than the applicable Required Beginning Date.

**Break in Service:** an interruption which occurs if you fail to be credited with at least 501 Hours of Service in any Plan Year. (Also, see “Permanent Break in Service” on the next page.)

**Collective Bargaining Agreement:** an agreement, the terms of which require contributions to be remitted to the Plan on behalf of employees by an Employer.

**Contributing Employer or Employer:** an Employer which is a party to a Collective Bargaining Agreement that requires the Employer to pay contributions to the Plan.

**Covered Employment:** employment with a Contributing Employer(s) in categories of work for which contributions are required to be made to the Fund.

**Credited Service:** the sum of your Future Service Credits and Past Service Credits. The amount of your monthly pension benefit is based on the number of Service Credits you earn under the Plan.

**Domestic Partner:** an individual with regard to whom you both provide affidavits attesting to your relationship and proof of financial interdependence which are satisfactory to the Board of Trustees. An individual will not qualify as your Domestic Partner if, as of the earlier of your date of death or Annuity Starting Date, you or your Domestic Partner is, or, during the 12 months preceding such date, was, married to anyone else, you and your Domestic Partner are related by blood in a manner that would bar marriage were you an opposite-sex couple, or your Domestic Partner is under 19 years of age.

**Early Retirement Benefit or Early Retirement Pension:** one of the types of pensions available under the Plan.

**Early Retirement Date:** the date on which you may retire prior to your Normal Retirement Date.

**Earnings:** your total earnings during the Plan Year, subject to withholding for federal income tax purposes.

**Employee:** a person who is employed by a Contributing Employer and on whose behalf the Contributing Employer is obligated to contribute to the Plan.

**ERISA:** the Employee Retirement Income Security Act of 1974, as amended from time to time.

**Final Average Earnings:** your Earnings for the five consecutive complete Plan Years that give the highest average out of the last ten complete Plan Years, or total complete Plan Years, if less than five, immediately preceding your Retirement Date, date of termination, Date of Disability Certification or date of death.

**Hour or Hour of Service:** is –

- (a) Each hour as a Participant in Covered Employment for which you are paid or entitled to payment by a Contributing Employer for the performance of duties during the applicable Plan Year.
- (b) Each hour as a Participant in Covered Employment for which you are paid by, or entitled to payment from, a Contributing Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence during the applicable Plan Year. No more than 501 Hours of Service will be credited to you on account of any single continuous period during which you perform no duties (whether or not such period occurs in a single computation period).
- (c) Each hour as a Participant in Covered Employment for which back pay, irrespective of mitigation of damages, has been awarded, or agreed to be paid by a Contributing Employer, to you. Such hours will be credited to the Plan Year to which the award or agreement pertains.

An Hour of Service, for reasons other than the performance of duties and the crediting of Hours of Service to applicable Plan Years, will be determined in accordance with specific Department of Labor Regulations.

**Normal Retirement Age:** age 65, or, if later, the fifth anniversary of your participation in the Plan.

**Normal Retirement Date:** the first of the month on or immediately following the date you reach Normal Retirement Age.

**Normal Retirement Pension or Normal Retirement Benefit:** one of two types of pensions available under the Plan.

**Participant:** a person who has met the eligibility requirements for participation in this Plan and who either is in Covered Employment or has Service Credits in force under this Plan.

**Permanent Break in Service:** five consecutive one-year Breaks in Service incurred before you become vested in your benefit. If you have a Permanent Break in Service, you lose all your Years of Credited Service and Vesting Service earned before the first one-year Break in Service.

**Plan:** the Plan Document of the 32BJ Connecticut Pension Fund.

**Plan Year or Year:** the calendar year.

**Pre-Retirement Survivor Spouse Benefit:** a benefit payable to your Spouse if you die before you retire.

**Qualified Domestic Relations Orders (“QDROs”):** a court order that may affect the payment of your pension. The QDRO may require that a portion of your benefit payment be applied toward alimony, child support, or in recognition of marital property rights of your former Spouse.

**Service Credits or Credited Service:** the sum of your Future Service Credits and Past Service Credits. The amount of your monthly pension benefit is based on the number of Service Credits you earn under the Plan.

**Special Early Retirement Benefit or Special Early Retirement Pension:** one of the types of pensions available under the Plan.

**Spouse:** when capitalized in this SPD and the Plan, an opposite-sex spouse.

**Trustees or Board of Trustees:** the Union and Employer representatives who administer the 32BJ Connecticut Pension Fund.

**Trust Agreement:** the Fund's Agreement and Declaration of Trust, as amended and restated effective November 1, 2010, together with any amendments thereto.

**Union:** Service Employees International Union Local 32BJ.

**Vesting Service:** the Service used to determine your entitlement to a future benefit if your Covered Employment ends before you retire and you qualify for one of the benefits available under the Plan. Vesting Service is also used to determine your eligibility for Early Retirement, Special Early Retirement and Disability Retirement. Years of Vesting Service are also used to determine your status under the Plan following a Break in Service.

## **CONTACT INFORMATION**

For information about pension benefits, call Member Services at 1-800-551-3225, log onto [www.seiu32bj.org](http://www.seiu32bj.org), or write to Member Services at:

Member Service  
Building Service 32BJ Benefit Funds  
25 West 18<sup>th</sup> Street  
New York, NY 10011-4676



**32BJ Connecticut Pension Fund**

25 West 18th Street  
New York, NY 10011-4676

www.32bjfunds.org  
Tel 800-551-3225

Manny Pastreich, *Chairman*  
Robert Symolon, *Secretary*  
William T. Macco  
Juan Hernandez

**Summary of Material Modifications  
32BJ Connecticut Pension Fund  
For Participants Employed by the Lebanon Board of Education  
(Instructional Assistants and School Custodians)**

**Date: April 12, 2018**

The following is a list of changes and clarifications which have occurred since the printing of the 32BJ Connecticut Pension Fund Summary Plan Description for Participants Employed by the Lebanon Board of Education (SPD) dated January 1, 2012. This Summary of Material Modifications (SMM) supplements or modifies the information presented in your SPD with respect to the Plan. **Please keep this document with your copy of the SPD for future reference.**

**Change in Executive Director, Building Service 32BJ Benefit Funds First Page:** Effective January 1, 2018, Peter Goldberger has replaced Susan Cowell as Executive Director of the Building Service 32BJ Benefit Funds.

**Change in Union Trustee First Page & Page 28:** Effective August 22, 2013, Kurt D. Westby has resigned as a Union Trustee.

**Change in Union Trustee First Page & Page 28:** Effective September 12, 2013, Manny Pastreich has been appointed as a Union Trustee. Manny's information is below:

Manny Pastreich  
Director, Collective Bargaining & Employer Relations  
32BJ SEIU  
1025 Vermont Avenue, NW  
7<sup>th</sup> Floor  
Washington, DC 20005-3577

**Change in Union Trustee First Page & Page 28:** Effective August 11, 2014, Judith I. Padow has resigned as a Union Trustee.

**Change in Union Trustee First Page & Page 28:** Effective August 11, 2014, John Santos has been appointed as a Union Trustee. John's information is below:

John Santos  
Vice President  
32BJ SEIU  
150 Grand Street  
White Plains, NY 10601

**Change in Union Trustee First Page & Page 28:** Effective February 3, 2017, John Santos has resigned as a Union Trustee.

**Change in Union Trustee First Page & Page 28:** Effective February 3, 2017, Juan Hernandez has been appointed as a Union Trustee. Juan's information is below:

Juan Hernandez  
Connecticut District Director  
32BJ SEIU  
885 Wethersfield Avenue  
1<sup>st</sup> Floor  
Hartford, CT 06114

**Addition of Information Regarding Loss of Benefits Page 11:** Effective November 2, 2017, the section *Required Benefit Payments After You Reach Age 70½* is deleted in its entirety and replaced with the following:

**Required Benefit Payments After You Reach Age 70½**

You must begin to receive your monthly pension benefits as of April 1<sup>st</sup> following the calendar year in which you reach age 70½. Once your payments have started under this provision, they will not be suspended. Failure to start receiving your pension when required may result in you having to pay a penalty to the Internal Revenue Service equal to 50% of the amount of your payments that were not timely started.

The Fund will use reasonable efforts to locate and contact you in order to assist you with commencing your pension. If you do not provide the Fund with your most recent address and the Fund is unable to locate you, the Fund may not be able to distribute your benefit to you, you will be considered "lost," and your pension benefits will be forfeited on the date your benefits are required to commence. However, you have the right to claim payment of forfeited benefits by contacting the Fund Office and completing the Fund's benefit application. Previously forfeited benefits to which you are entitled will be paid to you without interest and are subject to the Fund's overpayment rules.

**Change in Pension Form Terminology Page 12-15:** "Spouse" now means the legally married spouse of a Participant. As a result, any terms of the SPD which differentiate between same-sex and opposite-sex spouses or couples are deleted, as is any language which provides that "Spouse" refers solely to an opposite-sex spouse. In addition, all references in the SPD to "same-sex spouse" and/or "opposite-sex spouse" are deleted, with the word "spouse" replaced by "Spouse." Similarly, the term "Husband and Wife" is either (i) replaced by "Joint and Survivor" or (ii) deleted where such amendment would create a redundancy, as appropriate.

**Change to allow Cash Out of Small Benefits for both Participants and Surviving Spouses Pages 14-15:** Effective January 12, 2018, the first two paragraphs in the section *Cash Out of Small Benefits* are deleted in their entirety and replaced with the following two paragraphs:

**Cash Out of Small Benefits**

If the actuarial present value of your monthly retirement benefit is \$5,000 or less your pension will be paid in the form of a lump sum in lieu of a monthly retirement benefit.

Similarly, if the actuarial present value of your Spouse's survivor annuity benefit is \$5,000 or less your Spouse will be paid in the form of a lump sum in lieu of a monthly retirement benefit.



**Addition of Statute of Limitations for Filing a Lawsuit and Forum Within Which a Lawsuit Must Be Brought**

**Page 18:** Effective January 1, 2017, the last paragraph on page 18 is deleted in its entirety and replaced with the following:

You must exhaust these administrative remedies before you can bring a lawsuit in federal court under **ERISA**. **The Board of Trustees has established a three (3) year limitation period from the date your claim was denied within which you may file a lawsuit.** No lawsuit may be brought against the Fund after the expiration of this three-year period. In addition, all claims against the Fund must be brought in the federal courts located in Connecticut.

**Change in Employer Trustee's Company Name** **Page 28:** Effective November 2, 2017, William T. Macco's company name has changed from UGL Services - Unicco Operations to CW Facility Services, Inc.

**Clarification of Plan's Treatment of Civil Unions Not Recognized as Legal Marriages** **Page 29:** Effective September 6, 2016, the definition of Domestic Partner is deleted in its entirety and replace with the following:

**Domestic Partner:** An individual shall be deemed the Domestic Partner of a Participant if the Participant and the individual have entered into a civil union that is not recognized as a legal marriage by the state in which they reside or the Participant and Domestic Partner provide affidavits attesting to their relationship and proof of financial interdependence satisfactory to the Board of Trustees. An individual shall not qualify as your Domestic Partner if, as of the earlier of your date of death or Annuity Starting Date, you or your Domestic Partner is or, during the 12 months preceding such date, was married to anyone else, you and your Domestic Partner are related by blood in a manner that would bar marriage were you an opposite-sex couple, or your Domestic Partner is under 19 years of age.

If you have any questions about this notice or want further information about the changes please contact Member Services at 1-800-551-3225 or 1-212-388-3500 between the hours of 8:30 AM and 5:00 PM Monday through Friday or visit us on-line at [www.32bjfunds.org](http://www.32bjfunds.org).

Official Plan documents control the actual payment of benefits and the administration of this Plan. This SMM merely highlights the changes and does not replace those documents. ***In case of any discrepancy between this SMM, the SPD, or official Plan documents including any and all amendments, the terms of the Plan documents will control.***