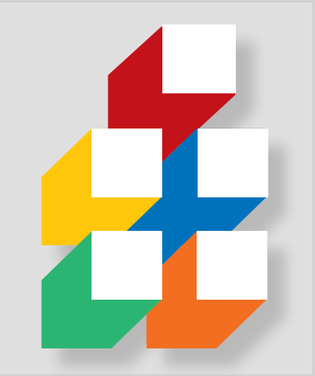
32BJ Connecticut Pension Fund for Employees
of Cleaning Contractors
25 West 18th Street, New York, New York 10011-4676
Telephone 1-800-551-3225
www.32bjfunds.org

32BJ Connecticut Pension Fund for Employees of Cleaning Contractors



Summary Plan Description

July 1, 2020

Translation Notice

This booklet contains a summary in English of your rights and benefits under the 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors. If you have difficulty understanding any part of this booklet, contact Member Services at 1-800-551-3225 for assistance or write to:

Member Services
32BJ Connecticut Pension Fund for Employees of Cleaning Contractors
25 West 18th Street
New York, NY 10011-4676

The office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. You may also visit www.32bjfunds.org.

Este folleto contiene un resumen en inglés de sus derechos y beneficios con el 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors. Si tiene alguna dificultad para entender cualquier parte de este folleto, llame al Centro de servicios para afiliados al 1-800-551-3225, o escriba a la dirección siguiente:

Member Services
32BJ Connecticut Pension Fund for Employees of Cleaning Contractors
25 West 18th Street
New York, NY 10011-4676

El horario de atención es de 8:30 a.m. a 5:00 p.m. de lunes a viernes. También puede visitor www.32bjfunds.org.

Niniejsza broszura zawiera opis, w języku angielskim, Twoich praw i świadczeń w ramach 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors. W przypadku jakichkolwiek trudności ze zrozumieniem dowolnej części broszury, prosimy skontaktować się z Centrum obsługi członków pod numerem telefonu 1-800-551-3225 lub pisemnie na adres:

Member Services
32BJ Connecticut Pension Fund for Employees of Cleaning Contractors
25 West 18th Street
New York, NY 10011-4676

Biuro czynne jest w godzinach od 8:30 do 17:00 od poniedziałku do piątku. Można również odwiedzić naszą stronę pod adresem www.32bjfunds.org.

Kjo broshurë përmban një përmbledhje në anglisht, në lidhje me të drejtat dhe përfitimet tuaja të 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors. Nëse keni vështirësi për të kuptuar ndonjë pjesë të kësaj broshure, kontaktoni Shërbimin e Anëtarit në numrin 1-800-551-3225 për ndihmë ose mund të shkruani tek:

Member Services
32BJ Connecticut Pension Fund for Employees of Cleaning Contractors
25 West 18th Street
New York, NY 10011-4676

Orari zyrtar është nga ora 8:30 deri më 17:00, nga e hëna deri të premten. Gjithashtu, ju mund të vizitoni faqen e Internetit www.32bjfunds.org.

Contact Information – Member Services

For information about 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors, call Member Services at 1-800-551-3225, log on to www.32bjfunds.org or write to Member Services at:

Member Services
32BJ Connecticut Pension Fund for Employees of Cleaning Contractors
25 West 18th Street
New York, NY 10011-4676

32BJ Connecticut Pension Fund for Employees of Cleaning Contractors

25 West 18th Street, New York, NY 10011-4676
Telephone: 1-800-551-3225

The 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees with equal voting power.

Board of Trustees

Union Trustees

Manny Pastreich
Juan Hernandez

Employer Trustees

Robert Symolon
William T. Macco

Executive Director, Building Service 32BJ Benefit Funds

Peter Goldberger

Legal Counsel

Slevin & Hart, P.C.

Plan Consultant

Segal Consulting

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This Summary Plan Description ("SPD") describes the benefits in effect as of July 1, 2020 for eligible Participants of the 32BJ Connecticut Pension Fund who are employed by cleaning contractors. This document replaces and supersedes any previous Summary Plan Description. Full details are contained in the Plan Document (the "Plan").

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, 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 Document, the Plan Document 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.

If a question arises regarding benefits prior to July 1, 2020, the answer may depend upon the provisions of the Plan in effect at the time you were a Participant in the Plan.

Dear Participant,

The 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 (the "Fund"), as amended through July 1, 2020. The Plan was established as the result of collective bargaining between Employers who are cleaning contractors and the Service Employees International Union Local 32BJ (referred to as the "Union").

This booklet is designed to give you an overview of the Fund's Plan Document (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 includes information that must be made available to Fund Participants in order to comply with the Employee Retirement Income Security Act of 1974 ("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 benefits provided by the Fund are 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 Plan 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 timely provide your monthly pension benefits.
- 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 cleaning contractors. Participants employed by Authorities have different benefits described in separate booklets.
- This booklet describes the provisions of the Plan as amended through July 1, 2020, unless specified otherwise.
- The words "you" and "your" refer to individuals who are Participants.
- Capitalized terms are defined in the Glossary on pages 48–51.

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 West 18th Street, New York, NY 10011-4676 if you have any questions or need additional information.

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.

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

<table>
<tr><th>Benefit</th><th>Requirement</th></tr>
<tr><td>Normal Retirement Age</td><td>Age 65 or, if later, your age on the fifth anniversary of your participation in the Plan.</td></tr>
<tr><td>Early Retirement</td><td>At least age 55 and completion of ten years of Vesting Service.</td></tr>
<tr><td>Service Credit</td><td>Service Credit (on or after January 1, 1985) is provided in accordance with the following schedule:
<table><tr><th>Hours of Service in Year In Covered Employment</th><th>Years of Future Credited Service</th></tr><tr><td>1,500 or more</td><td>1</td></tr><tr><td>1,000, but less than 1,500</td><td>1/2</td></tr><tr><td>520, but less than 1,000</td><td>1/4</td></tr><tr><td>Less than 520</td><td>0</td></tr></table></td></tr>
<tr><td>Vesting Service</td><td>1,000 Hours of Service in a Plan Year = 1 year of Vesting Service.</td></tr>
<tr><td>Benefit Levels</td><td>Your monthly benefit amount is the sum of:
– $18 for each year of Credited Service as of July 31, 2008;
plus
– the amount determined in accordance with Schedule A for each year of Credited Service earned on or after August 1, 2008* up through December 31, 2019;
plus
– the amount determined in accordance with Schedule B for each year of Credited Service earned on or after January 1, 2020.
*If you worked in 2008 before July 31, then 2008 will be credited at the accrual rate of $18.</td></tr>
</table>

Benefit	Requirement	
Benefit Levels (continued)	**SCHEDULE A: Credited Service earned on or after August 1, 2008* through December 31, 2019:**	
	Required Hourly Contribution Rate	**Monthly Benefit Accrual Rate**
	Less than $.15	$ .00
	$.15 or more, but less than $.30	$ 4.50
	$.30 or more, but less than $.45	$ 9.00
	$.45 or more, but less than $.60	$13.50
	$.60 or more, but less than $.70	$18.00
	$.70 or more	$19.00
	*If you worked in 2008 before July 31, then 2008 will be credited at the accrual rate of $18.	
	SCHEDULE B: Credited Service earned on or after January 1, 2020:	
	Required Hourly Contribution Rate	**Monthly Benefit Accrual Rate**
	$.35	$ 9.00
	$.40	$11.00
	$.45	$13.50
	$.50	$15.00
	$.55	$16.50
	$.60	$18.00
	$.65	$18.50
	$.70	$19.00
	$.75	$21.00
	$.80	$22.50
	$.85	$24.00
	$.90	$25.50
	$.95	$27.00
	$1.00	$28.50

Benefit	Requirement
Benefit Levels (continued)	If you work at different locations, or for different Contributing Employers during the year, or your Employer's Hourly Contribution Rate changes during the year, your monthly retirement benefit for that year will be calculated based on the Benefit Accrual Rate corresponding to the Contribution Rate at which you worked the most hours during the year.
Early Retirement Benefit	Your Normal Retirement Benefit, reduced by 6% for each year payments commence prior to your Normal Retirement Date.
Standard Form of Payment	For married Participants: 50% Joint and Survivor Pension For all other Participants: Five-Year Certain and Life Benefit (60-Month Guarantee)
Optional Forms of Payment	1. Five-Year Certain and Life Benefit (60-Month Guarantee)* 2. Ten-Year Certain and Life Benefit (120-Month Guarantee) 3. 50% Joint and Survivor Pension (for Domestic Partner)** 4. $66^{2}/_{3}$% Joint and Survivor Pension (for Spouse or Domestic Partner)** 5. 75% Joint and Survivor Pension (for Spouse or Domestic Partner)** 6. 100% Joint and Survivor Pension (for Spouse or Domestic Partner)** *Optional form of payment if you have a Spouse. **Domestic Partner must meet the criteria stated in the Plan.
Pre-Retirement Survivor Benefit	50% Joint and Survivor Pension
Retiree Lump Sum Death Benefit	$1,000 death benefit will be paid to pensioner's designated beneficiary. Designation of a beneficiary other than a Spouse is subject to the Spouse's notarized consent to the designation.

Note: The capitalized term "Spouse" refers to the person to whom you are legally married.

How the Pension Fund Works

- The Union and your Employer negotiate an Hourly 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 a joint Board of Trustees that 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 trust, not in individual accounts. The money is invested on your behalf by professional investment managers,
- The money in the Fund is used solely to pay pension benefits and Plan administration costs in accordance with applicable law.

Becoming a Pension Plan Participant

You become a Participant in the Fund as of the first day of the month on or after the date you complete 30 days of 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 a 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. (See pages 15–18 for additional information on absences and Breaks in Service.) 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 are entitled to payment from a 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 paid leave of absence.

Credited Service and Vesting Service

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

- **years of Credited Service** are used to determine the amount of the pension benefit you will receive at retirement.
- **years of Vesting Service** are used to determine your eligibility for, or right to, a future benefit if your industry employment ends before you retire and qualify for one of the other benefits available under the Plan, including your eligibility for Early Retirement. Years of Vesting Service are also used to determine your status under the Plan following an absence or a period of reduced employment.

Years of Credited Service

Your years of Credited Service are used to determine the amount of your monthly pension benefit. You earn years of Credited Service throughout your career based on the number of Hours of Service you are credited with each Plan Year (since January 1, 1985, the Plan Year is the calendar year) of Covered Employment. Your y ears of Credited Service are then multiplied by the applicable Benefit Accrual Rate (see pages 14–15) to determine the amount of your (unreduced) monthly pension benefit.

Your years of Credited Service will be determined in accordance with the following Schedules:

For work in Covered Employment on or after January 1, 1985, you receive years of Credited Service based on your Hours of Service during a calendar year (also called a "Plan Year") as follows:

Hours of Service in Year of Covered Employment	Year of Credited Service
1,500 or more	1
1,000, but less than 1,500	½
520, but less than 1,000	¼
Less than 520	0

For work in Covered Employment prior to January 1, 2011, you received one year of Credited Service during your first year of employment, regardless of the number of Hours of Service earned.

For work in Covered Employment from September 1, 1984 through December 31, 1984 only, you receive one-third of a year of Credited Service during this short Plan Year.

For work in Covered Employment from September 1, 1976 through August 31, 1984, you receive years of Credited Service based on your Hours of Service during the Plan Year as follows:

Hours of Service in Year of Covered Employment	Year of Credited Service
1,500 or more	1
1,000, but less than 1,500	½
Less than 1,000	0

For work in Covered Employment from September 1, 1974 through August 31, 1976, you receive years of Credited Service based on your Hours of Service during the Plan Year as follows:

Hours of Service in Year of Covered Employment	Year of Credited Service
2,000 or more	1
1,600, but less than 2,000	¾
1,200, but less than 1,600	½
Less than 1,200	0

For work in Covered Employment from July 1, 1962 to August 31, 1974, you receive one year of Credited Service for each full year of employment with a Participating Employer in employment that became Covered Employment. For partial years, you receive one-twelfth (1/12) of a year of Credited Service for each month in which you worked in Covered Employment.

Years of Vesting Service

Vesting Service is used to determine eligibility for a pension benefit if you cease working in Covered Employment before you reach Normal Retirement Age. It is also used to determine whether a period of absence results in a Permanent Break in Service and to determine your eligibility for Early Retirement.

You earn one year of Vesting Service if you work or otherwise are credited with 1,000 Hours of Service in Covered Employment in a Plan Year. Unlike years of Credited Service, which can be earned on a fractional basis, there are no "partial" years of Vesting Service. You do not earn a year of Vesting Service in a given Plan Year if you earned less than 1,000 Hours of Service in that Plan Year. Vesting Service is either a full year of Vesting Service or no Vesting Service, depending on your earning 1,000 Hours of Service in a Plan Year. There are certain periods when you are not entitled to Vesting Service, such as periods preceding a Permanent Break in Service.

Vesting Status

Once you earn five (5) years of Vesting Service, you have achieved vested status, which means that you have a right to a retirement benefit—even if you cease working in Covered Employment prior to retirement. This benefit is typically payable at your Normal Retirement Age (age 65). However, 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 or have your pension calculated at a different rate if you have a "Break in Service."

One-Year Break in Service

You incur a one-year Break in Service if you fail to be credited with 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 2021 and worked at least 1,000 hours during that year, earning a year of Vesting Service. In 2022, she worked at least 1,000 hours in Covered Employment and earned *another* year of Vesting Service. In 2023, she only earned 200 hours. Because she was not yet vested and earned fewer than 500 hours in 2023, 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 2024, Maria worked at least 1,000 hours. By earning a year of Vesting Service in 2024, 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 your number of consecutive one-year Breaks in Service exceed the greater of five or your years of Vesting Service earned prior to your first one-year Break in Service, then you have a "Permanent Break in Service" . When you have a Permanent Break in Service:

- You permanently lose all 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 hours 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 leave includes leaves of absence 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"), it 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 (if permitted), 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 eight 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, provided you apply for reemployment with a Contributing Employer within the time periods required by law.

In addition, if after leaving Covered Employment to serve in the military, you either die or become disabled while in qualified military service, you will be treated as having returned to Covered Employment as of your date of death or disability for all purposes under the Plan, except for years of Credited Service. For example, if you leave Covered Employment for qualified military service and die or become disabled while serving, you will receive years of Vesting Service for the period of your military service.

Contact the Fund Office at 1-800-551-3225 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.

Types of Pensions

There are two types of pensions available under the Plan:

- Normal Retirement Pension, and
- Early Retirement Pension

In this section, you will find details about how each type of pension is calculated. For more information on the forms of payment available and adjustments that may be made in the monthly pension amount to provide certain optional forms of payment, see "How Your Pension is Paid," which begins on page 25.

Normal Retirement Pension

You are eligible to receive a Normal Retirement Pension on or after your Normal Retirement Date. Your Normal Retirement Date is the first of the month on or immediately following:

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

Your monthly pension benefit will be determined using the following formula:

- $18 times the number of your years of Credited Service as of July 31, 2008; plus
- The monthly Benefit Accrual Rate for each year of Credited Service earned on or after August 1, 2008,* based on your Employer's Contribution Rate, as set forth in Table A on the following page; plus
- The monthly Benefit Accrual Rate for each year of Credited Service earned on or after January 1, 2020, based on your Employer's Contribution Rate, as set forth in Table B on the following page:

* If you worked in 2008 before July 31, then 2008 will be credited at the accrual rate of $18.

TABLE A: Credited Service earned on or after August 1, 2008* through December 31, 2019:

Employer's Required Hourly Contribution Rate	Monthly Pension Benefit Accrual Rate
Less than $.15 per hour	$ .00
$.15, but less than $.30 per hour	$ 4.50
$.30, but less than $.45 per hour	$ 9.00
$.45, but less than $.60 per hour	$ 13.50
$.60, but less than $.70 per hour	$ 18.00
$.70 or more per hour	$ 19.00

* If you worked in 2008 before July 31, then 2008 will be credited at the accrual rate of $18.

Note: If you have not earned at least 520 Hours of Service after January 1, 1999, a different accrual rate applies. Call the Fund Office for more information.

TABLE B: Credited Service earned on or after January 1, 2020:

Employer's Required Hourly Contribution Rate	Monthly Pension Benefit Accrual Rate
$.35 per hour	$ 9.00
$.40 per hour	$ 11.00
$.45 per hour	$ 13.50
$.50 per hour	$ 15.00
$.55 per hour	$ 16.50
$.60 per hour	$ 18.00
$.65 per hour	$ 18.50
$.70 per hour	$ 19.00
$.75 per hour	$ 21.00
$.80 per hour	$ 22.50
$.85 per hour	$ 24.00
$.90 per hour	$ 25.50
$.95 per hour	$ 27.00
$1.00 per hour	$ 28.50

If you work at different locations during the year, or for different Contributing Employers during the year, or if your Hourly Contribution Rate changes during a given year, your benefit for that year will be calculated based on the Benefit Accrual Rate corresponding to the Contribution Rate at which you worked the most hours during the year.

For Example: Joseph decides to retire at age 65 on January 1, 2022. He earned 25 years of Credited Service prior to January 1, 2009, ten years of Credited Service from January 1, 2009 to December 31, 2019 and two years of Credited Service from January 1, 2020 to December 31, 2021. From January 1, 2009 to December 31, 2019, his Employer's Contribution Rate was $.60 per hour. During 2020, his Employer's Contribution Rate was $.60 per hour. Beginning in July 2020, his Employer's Contribution Rate increased to $.70 per hour. Joseph worked more hours during the period of July 1, 2020 through December 31, 2020 than he worked during the period of January 1, 2020 through June 30, 2020. As a result, his Benefit Accrual Rate for 2020 is based on the $.70 per hour Contribution Rate. The monthly Normal Retirement Pension is calculated as follows:

Benefit earned prior to 2009 $18 x 25 years of Credited Service =	$450.00
Benefit earned from 2009-2019 $18 x 10 years of Credited Service =	$180.00
Benefit earned during 2020 $19 x 1 year of Credited Service =	$ 19.00
Benefit earned during 2021 $19 x 1 year of Credited Service =	$ 19.00
Monthly Normal Retirement Pension (payable as a Five-Year Certain and Life Benefit)	$668.00

Early Retirement Pension

You are eligible to retire on an Early Retirement Pension if you:

- Are at least age 55, and
- Have accrued at least ten 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 monthly payments

you receive before age 65. That is because you are retiring at a younger age and you are expected to receive benefits for a longer period of time. For retirements on and after October 1, 2010, the Early Retirement Pension will be your Normal Retirement Benefit reduced by 6% per year, or one-half of one percent (½%), for each month your Early Retirement Date precedes your attaining age 65. An example of this calculation is as follows:

For Example: Mary decides to retire at age 62 at the end of July 2021 with 23½ years of Credited Service. Her Employer's Contribution Rate was $.60 per hour in 2008 and 2009, $.70 per hour from 2010 through 2019 and $.80 per hour beginning January 1, 2020. Based on her years of Credited Service and her Employer's Required Contribution Rates, Mary's Normal Retirement Pension would be calculated as follows:

Benefit earned prior to 2009 $18 x 12 years of Credited Service =	$216.00
Benefit earned from 2009 to 2019 $19 x 10 years of Credited Service =	$190.00
Benefit earned in 2020 & 2021 $22.50 x 1½ years of Credited Service =	$ 33.75
Monthly Normal Retirement Pension	$439.75

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 one-half of one percent (½%) for each month she retires prior to attaining age 65, illustrated as follows:

Monthly Normal Retirement Pension at age 65	$439.75

The Early Retirement reduction factor is 36 months times ½% =18%

This percentage times Mary's Normal Retirement Pension equals the reduction amount for retiring early—$439.75 x 18% =$79.16

Monthly Normal Retirement Pension at age 65	$439.75
Less early retirement reduction amount	$ -79.16
Monthly Early Retirement Pension at age 62	$360.59

If You Are Vested

If you stop working in Covered Employment before you retire and you have at least five years of Vesting Service (ten years of Vesting Service if you did not work an Hour of Service on or after January 1, 1999), you are eligible to retire on a Normal Retirement Pension upon your attainment of Normal Retirement Age. If you terminate Covered Employment with at least ten years of Vesting Service, you may be eligible to begin receiving your benefits starting at age 55, subject to the early retirement reduction described on pages 21–22.

Deferred Retirement

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

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

(a) The pension benefit you earned as of your Annuity Starting Date, based on all your years of Credited Service and the Benefit Accrual Rate 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 were not made after age 65 and by 1.5% for each month thereafter (late retirement actuarial adjustment), provided your benefits were not suspended due to your working 40 or more hours in a month in Covered Employment (see the following page.)

If you work 40 hours or more in Covered Employment in any month after your Normal Retirement Date, you will not receive a late retirement actuarial adjustment for that month. However, you may receive additional years of Credited Service for your work in Covered Employment, consistent with the terms described in this booklet.

Reemployment after Retirement

- *Before Your Normal Retirement Date (Age 65)*: Once retired, your pension payments will be suspended for each month thereafter that you return to work in Covered Employment, regardless of the number of hours worked.
- *After Your Normal Retirement Date (Age 65)*: 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 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 you are not entitled to 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.

If you are considering returning to work after retirement, you are encouraged to contact the Fund Office to determine whether your contemplated employment would cause your pension to be suspended. Any determinations made by the Fund under this Section are subject to the Fund's claims and appeals procedures, described on pages 34–36.

Pension Recalculation

If you were covered by this Plan during your period of reemployment and you earned additional years of Credited Service following your return to employment, then the pension you receive when you retire again will be recalculated taking into account your age and years of Credited Service at that time. That monthly amount will be reduced by the value of payments received during your first period of retirement.

If you did not earn additional Credited Service upon your return to employment, pension payments will resume in the same amount as you had previously received. They will not be recalculated.

Required Benefit Payments After You Reach Age 70½

You must begin to receive your monthly pension benefits as of April 1st following the calendar year in which you reach age 70½, even if you are still working in Covered Employment. Once your benefit 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.

As you are approaching age 70½, the Fund will use reasonable efforts to locate and contact you in order to assist you with commencing your pension. If you are located but fail to submit a properly completed benefit application, the Fund will assume you are married and pay your benefits in the form of a 50% Qualified Joint and Survivor Annuity, based on the assumption that the Participant is three years older than the Spouse. This can be changed only upon proof satisfactory to the Fund's Board of Trustees that you are not married or that you are not three years older than your Spouse.

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.

How Your Pension is Paid

Normal Forms of Payment

If you do not have a Spouse on your Annuity Starting Date, the normal form of payment is a Five-Year Certain and Life Benefit. If you have a Spouse on your Annuity Starting Date, the normal form of payment is the 50% Joint and Survivor Benefit form of payment.

Five-Year Certain and Life Benefit

The Five-Year Certain and Life Benefit pays you the full amount of your Normal Retirement Pension or Early Retirement Pension and continues for as long as you live. If you die before receiving at least 60 months of pension payments, the remainder of the 60 months of payments will be paid to your beneficiary until a total of 60 monthly payments have been made to you and your beneficiary combined. If you have a Spouse, you may only elect this option with your Spouse's notarized consent.

50% Joint and Survivor Pension

The 50% Joint and Survivor Pension pays you a reduced amount of your Normal or Early Retirement Pension and continues for as long as you live. Upon your death, your Spouse will receive 50% of the monthly retirement benefit you were receiving for the remainder of his/her lifetime. The adjustment from a Five-Year Certain and Life Benefit to a 50% Joint and Survivor Benefit is based on your age and your Spouse's age when payments begin. (See the explanation on page 27.)

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 Spouse, or Domestic Partner, can be your beneficiary if you elect one of the following Joint and Survivor Pension options.

The election of an optional form of payment must be made in writing in 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 (see the Glossary on page 48). No changes may be made after payments have begun.

Waiving the 50% Joint and Survivor Pension

If you have a Spouse, you may nonetheless elect to waive the 50% Joint and Survivor Pension and elect another optional form of benefit payment (listed on pages 27–31). If you elect either the Five-Year Certain and Life Benefit option or the Ten-Year Certain and Life Benefit option, the written, notarized consent of your Spouse is required. However, the written consent of your Spouse is not required for election of another (66⅔%, 75%, or 100%) Joint and Survivor Pension option.

Joint and Survivor Pension Options

50% Joint and Survivor Pension for Domestic Partners

Under this option, you receive a reduced monthly amount for life and, upon your death, your Domestic Partner will receive 50% of that reduced amount for his/her lifetime.

66 2/3% Joint and Survivor Pension

Under this option, you receive a reduced monthly amount for life and, upon your death, your Spouse or Domestic Partner will receive 66⅔% of that reduced amount for his/her lifetime.

75% Joint and Survivor Pension

Under this option, you receive a reduced monthly amount for life and, upon your death, your Spouse or Domestic Partner will receive 75% of that reduced amount for his/her lifetime.

100% Joint and Survivor Pension

Under this option, you receive a reduced monthly amount for life and, upon your death, your Spouse or Domestic Partner will receive 100% of that reduced amount for his/her lifetime.

Monthly Amount of Joint and Survivor Benefit Payments

Under a 50% Joint and Survivor Pension, the Fund is expected to pay your retirement benefits for a longer period of time than under the Five-Year Certain and Life Benefit, since benefits will be paid to both you and your Spouse or Domestic Partner, rather than to just you alone. As a result, the monthly amount paid under a 50% Joint and Survivor Pension reduces the

retirement amount that would otherwise be paid to you. The amount of the adjustment for a 50% Joint and Survivor Pension is based on the difference in age between you and your Spouse or Domestic Partner. The greater the difference in your ages, the greater the adjustment in your benefit.

The table below shows how the percentage of your Normal Retirement Pension, payable in the form of a Five-Year Certain and Life Benefit, would be adjusted if paid in the form of a 50%, 66⅔%, 75%, or 100% Joint and Survivor Pension. 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% J&S Pension	66 2/3% J&S Pension	75% J&S Pension	100% J&S Pension
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 Five-Year Certain and 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% Joint and Survivor 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 at Normal Retirement Age for John's lifetime. Upon John's death, a monthly benefit of $240.30, representing one-half of his retirement benefit, would be paid to his wife for her lifetime. If John elects to receive his benefit in the form of the 66⅔% Joint and Survivor Pension, 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's monthly payment does not change if his wife predeceases him.

Guaranteed Payment Period Option

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

Under this option, you receive a reduced monthly amount for your life and, if you had not received 120 benefit payments at the time of your death, your beneficiary will receive the balance of the 120 monthly payments until a total of 120 monthly payments have been made to you and your beneficiary combined. 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 that apply to the Ten-Year Certain and Life Benefit. Unlike the 50% Joint and Survivor Benefit reduction factors, these factors are based solely upon *your* age at retirement. As with the table for the 50% Joint and Survivor Benefit reduction factors, this table contains only a small sample of the Fund's actuarial adjustment factors.

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

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

If you are not married, or you are married and you and your Spouse properly waive the 50% Joint and Survivor Benefit, you may choose any person as your designated beneficiary for either the Five-Year Certain and Life Benefit or the Ten-Year Certain and Life Benefit. In the event of your death, the balance of the guaranteed payments, if any, will be paid to your beneficiary. You must designate your beneficiary on the Fund's beneficiary designation form. You can change your beneficiary designation at any time by contacting the Fund Office and completing a new form, provided that if you are married, your Spouse must consent to any beneficiary you designate. If you do not have a designated beneficiary on file with the Fund Office or your designated

beneficiary predeceases you and no alternative designation has been made, 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 $5,000 or less on your Annuity Starting Date, your pension will be paid as either a lump sum distribution or as an Eligible Rollover Distribution. You will not be eligible to elect a distribution in any other form of payment.

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 payment in lieu of a monthly retirement benefit.

For Example: Richard begins working as a cleaner at age 60 and does not work steady, only accruing 1 1/2 years of Credited Service after being in the Plan for five (5) years and attaining age 65, his Normal Retirement Age. Richard's monthly benefit at Normal Retirement Age is $28.50. At the time Richard submits an application for a pension benefit, the actuarial present value of his monthly payments is $4,387. The Fund will either pay this amount directly to Richard in a lump sum or make an eligible rollover distribution into an Individual Retirement Account or other qualified plan.

Explanation of Benefit Payment Options

The Fund Office will provide you with information about the payment options available to you 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 monthly payments 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 Domestic Partner 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.

Retiree Death Benefit

In addition to the foregoing survivor benefits, a $1,000 death benefit will be paid to your beneficiary upon your death following retirement. If you are married, your Spouse must be your beneficiary, unless your Spouse provides written, notarized consent for you to name another beneficiary.

Pre-Retirement Survivor Benefits

The previous section described the various pension benefit payment options available under the Plan and the death benefits, if any, that will be paid to your 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

If you have attained vested status, die prior to retirement and are survived by a Spouse, your Spouse may be eligible to receive 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 eligible to receive a benefit equal to 50% of the amount you would have received under the 50% Joint and Survivor Benefit had you retired on the day before you died. This percentage is reduced by one-half percent (½%), but by no more than ten percent (10%) for each year 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 12% (24 months x ½% per month) or $72.00. This produces an Early Retirement Benefit of $528.00 ($600.00 – $72.00.) The next step is to determine the adjustment for the 50% Joint and Survivor Benefit. Since Juan and Rose were the same age, the benefit is adjusted by a factor of 91% to $480.48 (.91 x $528.00). Rose is entitled to a Pre-Retirement Death Benefit of one-half of this amount, or $240.24, 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 have not met the age and/or service requirements for a Normal Retirement Pension or 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. For example, if you die at age 49 with seven years of Vesting Service, your Spouse would be eligible to begin receiving a pre-retirement surviving spouse benefit at any time on or after the date on which you would have attained age 65. However, if you die at age 49 with 11 years of Vesting Service, your Spouse is eligible to start receiving a benefit as early as the date on which you would have attained age 55, however, your Spouse's benefit will be reduced by the Plan's early retirement factors for each month that your Spouse's Annuity Starting Date precedes your 65th birthday. 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 (2) December 31 of the year following the year 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 are married on your Annuity Starting Date, your pension will be paid in the form of a 50% Joint and Survivor Benefit. If you prefer, you may elect to have your pension paid in one of the other forms of payments available under the Plan. However, you must have your Spouse's written, notarized consent to elect either the Five-Year Certain and Life or

the Ten-Year Certain and Life Benefit. A beneficiary designation made before you were married is no longer effective *after* you marry, absent your Spouse's notarized consent.

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"). A QDRO may affect the amount of your monthly pension 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 are married when you retire, but you later divorce and your benefit is being paid as a 50% Joint and Survivor Pension, your former Spouse will still be entitled to payment of benefits under that form of payment at the time of your death. If you divorce before your pension begins, a QDRO pay require you to elect to receive your benefit in the form of a joint and survivor annuity with your former Spouse as your surviving Spouse.

For more information concerning QDROs, please see pages 36–37.

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 authorized 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 an appeal within the 180-day period will constitute a waiver of the claimant's right to a review of the denial.

The Board of Trustees will make its decision on the review of the denial no later than the meeting of the Trustees 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 the review, will be final and binding on all parties.

You must exhaust these administrative remedies before you can bring a lawsuit in federal court under the Employee Retirement Income Security Act of 1974 ("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 suit.** 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.

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 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 administers 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 a Roth individual retirement annuity.

These provisions also apply to distributions to a surviving Spouse, or to a 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 (see page 30) and Retiree Death Benefit (see page 31).

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 Collective Bargaining Agreements with SEIU Local 32BJ 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 joint 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 and mailing 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 begin being paid on 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 1st 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. You will receive an annual reminder of your right to request a statement.

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 either the form of a Five-Year Certain and Life Benefit or a Ten-Year Certain and Life Benefit. You may also change your beneficiary for your $1,000 Death 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.

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

Will my monthly pension payments increase after retirement?
The Plan does not contain a provision for any cost-of-living or 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 (the "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 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000. 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 an 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 15) 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, and on the previous page, you must first exhaust your appeals process under the Plan by following the Claims and Appeals Procedures described on pages 34–36 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 (the "EBSA"), U.S. Department of Labor, listed in your telephone directory.

You may also obtain help by calling the EBSA toll-free at 1-866-444-3272 or visiting the EBSA's website at http://www.dol.gov/ebsa. You can also write to the 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. 20210-0002

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's toll-free Employee and Employer hotline at 1-866-444-3272 or visiting the EBSA's website at http://www.dol.gov/ebsa.

Plan Facts

Plan Name: 32BJ Connecticut Pension Fund
Employer Identification Number ("EIN"): 06-0909320
Plan Number: 001
Plan Year: January 1 – December 31
Type of Plan: Defined Benefit Pension Plan
Effective Date: September 1, 1970

Funding of Benefits

All contributions to the Pension Fund are made by Contributing Employers under the Plan in accordance with their written 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 West 18th 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 office of the Board of Trustees may be contacted at the address on the previous page.

Participating 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 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 Employer and Union representatives selected by the participating Employers and the Union that have entered into Collective Bargaining Agreements relating to the Plan. If you wish to contact the Board of Trustees, use the address and phone numbers at the beginning of this booklet. The Trustees of this Plan as of January 1, 2012 are:

Union Trustees	Employer Trustees
Manny Pastreich Director, Collective Bargaining & Employer Relations 32BJ SEIU 1025 Vermont Avenue, N.W. 7th Floor Washington, DC 20005-3577	Robert Symolon President SMG Corporate Services dba Capitol Cleaning Contractors 320 Locust Street Hartford, CT 06114-2010
Juan Hernandez Connecticut District Director 885 Wethersfield Avenue 1st Floor Hartford, CT 06114	William T. Macco Director, Labor Relations CW Facility Services, Inc. 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 on which 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.

Benefit Accrual Rate: the rate used to calculate your benefit for each year of Credited Service you accrue. See page 20 for more information.

Break in Service: an interruption that occurs if you fail to be credited with at least 501 Hours of Service in any Plan Year. (See Permanent Break in Service on page 16.)

Collective Bargaining Agreement: an agreement between the Union and your Employer, the terms of which require your Employer to remit contributions to the Plan on your behalf.

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

Contribution Rate or Hourly Contribution Rate: the amount your Employer is required to contribute to the Fund for each hour you work in Covered Employment. Effective August 1, 2008, the Benefit Accrual Rate is determined based on your Employer's Contribution Rate.

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

Domestic Partner: a person with whom the Participant has 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.

Early Retirement Benefit or Early Retirement Pension: one of two types of pensions available under the Plan. See pages 21–23 for more information.

Early Retirement Date: the date on which you may retire prior to your Normal Retirement Date. See pages 21–22 for more information.

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.

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, your age on 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. See pages 19–21 for more information.

Participant: a person who has met the eligibility requirements for participation in this Plan and who either is in Covered Employment or has earned Service Credits under this Plan that has not been forfeited as a result of a Permanent Break in Service.

Permanent Break in Service: see page 16.

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

Plan Year or Year: the calendar year. Prior to January 1, 1985, the Plan Year was September 1 to August 31. The period of September 1, 1984 to December 31, 1984 was a short Plan Year.

Pre-Retirement Survivor Spouse Benefit: a benefit payable to your Spouse if you die before you retire. See pages 32–33 for more information.

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. See pages 36–37 for more information.

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. See pages 13–18 for more information.

Spouse: when capitalized in this SPD and the Plan, means the person to whom you are legally married.

Trust Agreement: the Fund's Agreement and Declaration of Trust, as amended and restated effective December 11, 2014, together with any amendments thereto.

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

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. Years of Vesting Service are also used to determine your status under the Plan following a Break in Service. See pages 13–18 for more information.

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32BJ Connecticut Pension Fund
25 West 18th Street
New York, NY 10011-4676

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

Rochelle Palache, *Chairperson*
William T. Macco, *Secretary*
Mike Duffy
Scott Weintraub

Summary of Material Modifications
32BJ Connecticut Pension Fund
Cleaning Contractors

Date: April 11, 2024

The following is a list of changes and clarifications which have occurred since the printing of the 32BJ Connecticut Pension Fund for Employees of Cleaning Contractors Summary Plan Description (SPD) dated July 1, 2020. 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.**

Appointment of Union Trustee Pages 1 and 47: Effective January 28, 2022, Mike Duffy has been appointed union trustee. He replaces Raul Garcia whose information is deleted in its entirety and replaced with the following:

Mike Duffy
Deputy Director
32BJ SEIU
1025 Vermont Avenue NW
7th Floor
Washington, DC 20005

Appointment of Union Trustee Pages 1 and 47: Effective April 19, 2021, Raul Garcia has been appointed union trustee. He replaces Manny Pastreich whose information is deleted in its entirety and replaced with the following:

Raul Garcia
Director, Bargaining
32BJ SEIU
26 West Street, 5th Floor
Boston, MA 02111

Appointment of Union Trustee Pages 1 and 47: Effective January 5, 2021, Rochelle Palache has been appointed union trustee. She replaces Juan Hernandez whose information is deleted in its entirety and replaced with the following:

Rochelle Palache
Vice President
32BJ SEIU
885 Wethersfield Avenue
1st Floor
Hartford, CT 06114

Appointment of Employer Trustee Pages 1 and 47: Effective January 1, 2021, Scott Weintraub has been appointed employer trustee. He replaces Robert Symolon whose information is deleted in its entirety and replaced with the following:

Scott Weintraub
President
SMG Corporate Services Company
25 Controls Drive
Shelton, CT 06484-6111

Change in IRS Tax Penalty for Failure to Take Required Benefit Payments After You Reach Age 70 ½
Page 25: Effective with taxable years starting in 2023, the first paragraph of this section is deleted and replaced with the following.

You must begin to receive your monthly pension benefits as of April 1 following the calendar year in which you reach age 70½, even if you are still working in Covered Employment. Once your benefit payments have started under this provision, they will not be suspended if you return to Covered Employment. Failure to start receiving your pension when required may result in you having to pay a penalty to the Internal Revenue Service of up to 25% of the amount of your payments that were not timely started.

Increase in Cash Out of Small Benefits Amount Page 30: Effective as of January 1, 2024, the first two paragraphs of this section are replaced as follows:

Cash Out of Small Benefits
If the actuarial present value of your monthly retirement benefit is $7,000 or less on your Annuity Starting Date, your pension will be paid as either a lump sum distribution or as an Eligible Rollover Distribution. You will not be eligible to elect a distribution in any other form of payment.

Similarly, if the actuarial present value of your Spouse's survivor annuity benefit is $7,000 or less, your Spouse will be paid in the form of a lump sum payment in lieu of a monthly retirement benefit.

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.

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.***

Building Service 32BJ Pension Fund
25 West 18th Street
New York, NY 10011-4676

www.32bjfunds.org
800-551-3225 Benefits Information

Manny Pastreich, *Chairman*
Howard I. Rothschild, *Secretary*
Peter Goldberger, *Executive Director*
Régine Breton, *Director Retirement Services*

NOTICE OF MERGER OF THE
32BJ CONNECTICUT PENSION FUND
INTO THE BUILDING SERVICE 32BJ PENSION FUND

To All Participants of the 32BJ Connecticut Pension Fund:

We are pleased to notify you that the 32BJ Connecticut Pension Fund ("CT Plan") will merge into the Building Service 32BJ Pension Fund ("32BJ Pension Fund") effective July 1, 2026. The 32BJ Pension Fund will be the surviving trust. As a result of the merger, you will automatically become a participant in the 32BJ Pension Fund on July 1, 2026.

Following extensive due diligence, the Board of Trustees of the CT Plan authorized this merger after concluding that the merger is in the best interest of CT Plan participants. The Board of Trustees of the CT Plan has determined that merging into the 32BJ Pension Fund will strengthen the long-term pension benefit security of CT Plan participants.

Preservation of Your Pre-Merger Accrued Benefits

This merger will not reduce any benefits that you have earned under the governing documents of the CT Plan prior to the merger. Starting July 1, you will participate in the 32BJ Pension Fund's Program CT, which has a July 1 Plan Year. You are accruing benefits under the CT Plan for covered employment from January 1, 2026, through June 30, 2026, which will be transferred to the 32BJ Pension Fund Program CT following the merger.

In no event will the accrued benefit of a CT Plan participant after the merger be less than their accrued benefit before the merger.

CT Plan retirees and beneficiaries currently in pay status will see no change or interruption in their benefits as a result of the merger. On and after July 1, 2026, the 32BJ Pension Fund will pay retirement benefits to retirees and beneficiaries in pay status under the terms of benefits originally awarded by the CT Plan.

In addition, under the terms of merger:

- CT Plan participants and beneficiaries will have the same status under the 32BJ Pension Plan as under the CT Plan without any future action needed on your part.
- CT Plan participants who have credit for hours of service towards participation in the CT Plan will be credited with those hours of service towards participation in Program CT of the 32BJ Pension Plan.
- CT Plan participants will maintain the same vesting credit and vesting service under Program CT as they had under the CT Plan.

- CT Plan participants and their beneficiaries who are entitled to a benefit resulting from service under the CT Plan will have that benefit preserved without reduction on July 1, 2026.

Where to get more information

To apply for benefits, to obtain copies of 32BJ Pension Fund's plan documents or if you have questions, please contact:

Board of Trustees of the 32BJ Connecticut Pension Fund
25 West 18th Street, New York, NY 10011-4676
Phone: 1-800-551-3225

The telephone number for Member Services will remain the same after July 1, 2026. You can reach Member Services at 1-800-551-3225 or visit the Member Portal at 32bjmemberportal.org for information about your pension benefits and the 32BJ Pension Fund.

The Board of Trustees of the 32BJ Connecticut Pension Fund remain committed to safeguarding your retirement income security.

Sincerely,

Board of Trustees
32BJ Connecticut Pension Fund