

. I.B.E.W. LOCAL UNION NO. 212, PENSION PLAN

5420 W. Southern Avenue, Suite 407

Indianapolis, Indiana 46241-5569

Phone: 513-861-4800

APPLICATION FOR RETIREMENT BENEFITS

Pension Effective Date _____

Type of Retirement:

Normal or Early

Rule of 85

Total & Permanent Disability

Participant _____ Last Name First Name MI	SSN _____
Address _____	
City _____	State _____ Zip Code _____
Telephone _____	
Date of Birth _____	Married <input type="checkbox"/> Yes <input type="checkbox"/> No
Spouse _____ Last Name First Name MI	SSN _____
Date of Birth _____	

By signing below, I certify that the above information is complete and correct. In addition, I certify that the statement **marked with an "X" below** is correct as to outstanding Domestic Relations Orders (for example, from a divorce or separation) that would affect this distribution:

There are none.

I am attaching any such order(s) for your review.

Order on file with the Benefit Office.

Signature: _____ Date _____

AS A REMINDER. In order to process your application for retirement benefits, you must provide the Benefit Office with the following documents:

- Your Birth Certificate
- Your Spouse's Birth Certificate (if applicable)
- Your Marriage Certificate (if applicable)
- Your Divorce Decree (if applicable)
- Your Social Security Disability Award Letter (required only if you are applying for a disability retirement).
- An updated Trust Fund Questionnaire. In the event that you (or both you and your spouse) die prior to receiving monthly benefits at least equal to the sum of all contributions made to the Plan on your behalf, the excess will be paid in a lump sum to the designated beneficiary of the last survivor. The Benefit Office will furnish you with a Trust Fund Questionnaire to be completed in this regard.

DESCRIPTION OF TYPES OF RETIREMENT BENEFIT PAYMENTS

To assist you in your understanding of the forms of payment allowed under the Plan, the following provides you with a brief explanation. Any questions you might have can be directed to the Benefit Office.

SINGLE LIFE ANNUITY: If you are not married, or have been married for less than one (1) year, or your spouse waives the survivor annuity, when you commence receipt of retirement benefits, your pension will be payable as a Single Life Annuity ("Single Life"). Under this form of payment, you will receive a monthly pension for your lifetime. Upon your death, no further monthly payments will be made. However, if you should die before the sum of all monthly benefits received exceeds the total contributions made to the Plan on your behalf the excess will be paid in a lump sum to your designated beneficiary.

JOINT & TWO-THIRDS SURVIVOR ANNUITY ("J&S 66 2/3"): This is the normal form of payment offered under the Plan for married members. Under this option, you will receive monthly pension payments for your lifetime. Upon your death, your spouse (if he or she is still living) would be entitled to a monthly benefit for the rest of his or her life in an amount equal to two-thirds of the pension payment you were receiving at the time of your death. If your spouse should die before you, your monthly benefit would continue in the same amount. If you should both die before the sum of all monthly benefits received exceeds the total contributions made to the Plan on your behalf, the excess will be paid in a lump sum to the designated beneficiary. Please note that survivor benefits are only payable to the spouse you were married to when your pension payments began. A subsequent spouse is not eligible for these benefits.

ADDITIONAL NON-SUBSIDIZED OPTIONS: In addition to the Joint and Two-thirds Survivor Annuity described above, the Plan offers two additional non-subsidized options. This means that there will be an actuarial reduction in your monthly benefit payment should you choose one of the non-subsidized options:

- a) Joint and Three-Fourths Survivor Annuity ("J&S 75%")
- b) Joint and One Hundred Percent Survivor Annuity ("J&S 100%")

RETIREMENT INCENTIVE BENEFIT (RIB): This is a benefit that permits participants who elect Early or Normal Retirement to supplement their monthly pension benefit until they are eligible for Social Security benefits at age 62. Instead of a level pension payable for life, the RIB provides a larger monthly payment prior to age 62. At age 62 (when Social Security benefits become available) the monthly benefit paid by the Plan will decrease. This adjustment will take place with the payment made on the first of the month following your 62nd birthday. If you elect the RIB benefit and you die prior to age 62, the increased benefit will stop immediately upon your death. If you are married at the time of your death, your spouse will be entitled to a monthly benefit equal to the benefit you would have received had you not elected the RIB option (0%, 66 2/3%, 75% or 100%). This option has been designed so that the difference between the pre-62 and post-62 pension will be in \$200 increments ranging from \$200 to \$800. You may pick the level that best suits your needs. The only restriction on this option is that the benefit payable from the Plan at age 62 must be at least \$200.

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DIRECT DEPOSIT AUTHORIZATION INFORMATION

The Local 212 Pension Fund distributes all monthly benefit checks by Electronic Funds Transfer (EFT). Transfers (direct deposits) may be made to checking or savings accounts at financial institutions in the United States. All transfers are made at no cost to you and are made available to you no later than the first banking day of each month, depending on your financial institution's internal processes.

Please complete the attached form. Attach a voided check imprinted with your account number and return the completed form (and voided check) to the Benefit Office in the enclosed envelope.

I.B.E.W. LOCAL UNION NO. 212, PENSION PLAN

5420 W. Southern Avenue, Suite 407
Indianapolis, Indiana 46241-5569
Phone: 513-861-4800 Fax: 513-906-4949

Participant Name _____ SSN _____

Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize the International Brotherhood of Electrical Workers Local Union No. 212 Pension Plan ("Pension Plan") to initiate automatic deposits to my account at the financial institution named below. I also authorize the Pension Plan to make withdrawals from this account in the event that a credit entry is made in error. PLEASE VERIFY WITH YOUR BANK REGARDING THE POSTING TIMELINES FOR HOLIDAYS AND WEEKENDS.

Further, I agree not to hold the Pension Plan responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. I understand that Pension benefits are payable to me only if I meet the eligibility requirements set forth in the Plan.

This agreement will remain in effect until the Pension Plan receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Pension Fund Office.

Account Information (TO BE COMPLETED BY FINANCIAL INSTITUTION)

Name of Financial Institution _____

Routing Number _____

Account Number _____ Checking Savings

Signature

Authorized Signature of Pensioner _____ Date _____

Authorized Signature (if joint account) _____ Date _____

Please attach a voided check
and return this form to the PENSION Fund Office
(address above)

Local Union No. 212 IBEW Pension Fund

**c/o Zenith American Solutions, Inc.
5420 W. Southern Avenue, Suite 407
Indianapolis, IN 46241
Phone (513) 861-4800**

NOTICE TO NEW RETIREES AND ANNUAL NOTICE FOR CURRENT RETIREES REGARDING SUSPENSION OF BENEFITS AND LATE RETIREMENT

This notice is provided to Retirees and those approaching Normal Retirement Age annually in accordance with IBEW Local 212 Pension Plan and Department of Labor Regulations. Payment of your pension benefits will continue as long as you remain retired and do not return to work in the electrical industry. At any time, the Fund may require evidence of your continued entitlement of a pension benefit.

Suspension of Monthly Benefits

Your Normal or Early Retirement benefits may be suspended if you engage in Disqualifying Employment. "Disqualifying Employment" is work in the industry within Ohio, Kentucky or Indiana in anyone of the following circumstances:

1. Employment by any contributing Employer;
2. Employment by any employer in the same business as any contributing Employer;
3. Self-employment in the same business as any contributing Employer;
4. Employment or self-employment in any business which is or may be under the jurisdiction of the Union.

However, it should be noted that certain activities have been exempted from Disqualifying Employment. You will not be considered working in Disqualifying Employment if all of the following conditions are satisfied:

1. Employment is for a contractor signed to a Collective Bargaining Agreement with the Union; and
2. Employment does not involve working with the tools of the trade; and
3. Employment does not consist of any employment which is normally covered in the job classifications of any Collective Bargaining Agreement and which generates contributions to the Plan on behalf of the Participant or the referral system, including prefabrication work and supervision or direction of employees; and
4. The base employment cannot involve any work at a construction site in any capacity, including supervision, except for necessary visitation of a jobsite in relation to work responsibilities in the office of a signatory contractor, but specifically without benefit of an office for jobsite purposes.

Following a legitimate separation of employment and retirement, the Trustees will permit you to return to employment in the industry so long as such employment is limited to all the characteristics identified above. It is intended to allow retirees to continue as estimators, purchasing agents, truck drivers, or any other position normally considered management, support or office personnel for a signatory contractor. Any construction site productivity or on-site supervisory work is prohibited.

Permissible Limited Amounts of Work

Early Retirement benefits will be suspended if you complete one (1) or more Hour of Service in Disqualifying Employment prior to reaching age sixty (60). At age sixty (60) you may perform less than forty (40) Hours of Service in Disqualifying Employment in a month and still receive your Retirement benefits. Your Retirement benefits will be suspended for one (1) month for each month you were engaged in Disqualifying Employment

When Will Benefits Resume?

If your benefits are suspended because you exceeded the maximum hours of Disqualifying Employment, your monthly pension benefit will resume on the first day of the month two months after your Disqualifying Employment ends. In order to resume receiving monthly pension payments from the Plan, you must notify the Fund Office in writing that you are no longer working in Disqualifying Employment.

Repayment of Benefits Received While Working in Disqualified Employment

If you receive a pension payment for any month that you worked in Disqualifying Employment, your future monthly benefits will be reduced until the overpayment you received is repaid. Once your monthly pension payments from the Plan resume, your first monthly pension check will be reduced by the full amount of the overpayment. If the overpayment amount exceeds your first check, then subsequent pension checks will be reduced by 25% until the overpayment is repaid in full.

Working Past Normal Retirement Age

The Summary Plan Description describes certain types of Disqualifying Employment that may lead to a suspension of a Retiree's benefits. Ordinarily, a Participant who retires after age sixty (60) will be entitled to an actuarial increase in his accrued benefit to account for the fact that he has delayed receipt of a monthly pension benefit. However, the rule is slightly different for anyone who continues working in Disqualifying Employment.

- Non-Covered Employment- if you continue to work in Disqualifying Employment past age sixty (60), but in a position that is not covered by a Collective Bargaining Agreement, you will not receive an actuarial increase and your accrued benefit will remain unchanged.

- Covered Employment- if you continue to work in Disqualifying Employment past age sixty (60) in a position covered by a Collective Bargaining Agreement, your accrued benefit will increase each year as you continue to be credited with additional contributions and benefits, but you will not receive an actuarial increase.

Regardless of whether you work in Non-Covered or Covered Employment, monthly pension payments will not begin later than the April 1st of the calendar year in which you reach age 70½ .

Notification

If you are considering a return to employment, you should notify the Fund Office in writing, provide specific details of the job involved, and ask the Board of Trustees for approval. Do not rely on any verbal opinion by any individual. The Board will provide you a detailed written reply. The Board must act in a uniform, nondiscriminatory manner and in accordance with Section 203(a)(3)(B) of ERISA and the regulations which apply, which can be found in the Code of Federal Regulations, beginning at 29 CFR § 2530.203-3. If the decision you receive is unfavorable, you have the right to appeal the decision to the Board of Trustees.

If you fail to notify the Fund Office of your return to work and it becomes known that you are working, it will be presumed that you worked full-time in the electrical industry. To avoid having benefits suspended, you must establish, upon request and to the Trustees' satisfaction, that you have not worked in Disqualifying Employment. Additionally, you must prove that you have stopped working in Disqualifying Employment in order to have your benefit payments resume.

Additional information about late retirement and the suspension of benefit rules can be found in your Summary Plan Description, as well as Sections 3.5, 3.6 and 5.2 of the Plan Document.

If you have any questions please call the Fund Office.

Sincerely

Board of Trustees
IBEW Local 212 Pension Fund
Joint Board of Trustees

**IBEW LOCAL 212
Pension Plan**

Verification of Separation from Employment

This form is being provided because you are requesting a distribution of your IBEW Local 212 Pension Benefit. Please read the information below carefully, sign and date the bottom and return this form to the Benefit Office with your Benefit Application. If you have any questions regarding this form, contact the Benefit Office prior to signing below.

The IBEW Local 212 Pension Plan is a tax qualified plan under the Internal Revenue Code (IRC). As a qualified plan, IBEW members and their employers receive favorable tax treatment for contributions made to the Plan, but must abide by all IRS rules and regulations.

Current IRS rules prohibit the Plan from paying benefits to a participant unless the person has a legitimate separation of the employment relationship. This means there must be a good faith and complete termination of employment prior to the participant's retirement. If the IRS finds the IBEW Local 212 Pension Plan began paying a retirement benefit before the employee legitimately severed the employment relationship, there could be serious consequences for the Plan, the participants and all contributing employers.

For IBEW Local 212 participants this essentially means a person cannot begin to draw a pension benefit if he is still actively working for an employer in the industry in any capacity. Additionally, the IRS rules do not allow a person to "retire" with the understanding that he will return to work with an employer in the industry at some point in the future. A temporary leave of absence, lay-off or furlough is not considered a legitimate separation of the employment relationship. Similarly, a change in status from an employee to a consultant, contractor, independent contractor or temporary employee cannot be considered a legitimate separation of the employment relationship.

*Following your retirement, if you decide to seek employment with an employer in the industry you are subject to the Plan's suspension of benefit rules described in the Summary Plan Description. **If the Board learns you have returned to work with an employer in the industry within sixty (60) days of your retirement, you will be required to justify to the Trustees that your retirement and subsequent return to work was not designed to accelerate benefit payments from the Plan. You could be required to pay back all retirement benefits received if the Board or the IRS discovers that you never actually separated from employment in the industry.***

I, _____, have read this verification form in its entirety and am certifying that my separation of employment from _____ occurred on or will occur on _____ and is or was a bona fide separation of employment. Furthermore, **I certify that no previous arrangement, verbal or otherwise, has been discussed, arranged and/or agreed to for any post-retirement work with any employer in the industry, not just my most recent employer.**

Furthermore, I understand that after I retire and wait the required period of severance as outlined above, if I decide to seek employment in the industry, I am subject to the Plan's suspension of benefits rules as described in my Summary Plan Description (SPD).

Participant Signature

Date

LOCAL UNION NO. 212 I.B.E.W. PENSION PLAN

Retiree Health and Welfare
Eligibility and Self Payment Form

_____ I decline to participate in the Retiree Health and Welfare Plan with knowledge that I cannot elect coverage at a later date.

_____ Effective as of _____, I elect to participate in the retiree Health and Welfare Plan and authorize deductions from my Pension Benefit Check to be transferred to the IBEW Local Union No. 212 Health and Welfare Fund in the amount required to establish and maintain my eligibility for such coverage.

Single Coverage _____ Family Coverage _____

The first deduction shall be made from my monthly pension benefit for the effective month shown above and will continue until I revoke this authorization in writing, subject to the following:

1. This authorization may be revoked upon a 30 day written notice, but I understand that by revoking the agreement I will lose retiree coverage and may not have COBRA continuation rights.
2. The amount of the deduction will automatically be changed to reflect changes in my status or changes in the amount of self payments required by the Welfare Fund.
3. It is my responsibility to notify the Benefit Office of changes in my coverage status, such as Medicare eligibility for either me or my spouse or dependents.
4. I will notify the Benefit Office, in writing, of my status change that might affect my deduction amount at least 30 days prior to its effective date.
5. I understand if my monthly Pension Benefit is not sufficient to pay for my Health and Welfare coverage, I will pay for each six (6) months of coverage as billed.

Signature

Date

Print Name

S.S. Number

Benefit Office Use Only

_____ At the time of retirement, the Plan Participant did not meet the Retiree Eligibility Requirements as stated in the Summary Plan Description Book.

Board of Trustees, IBEW Local Union No. 212
Supplemental Unemployment Benefit Fund
(513) 861-4800

Please check one:

- I. Application for Supplemental Death Benefit
- II. Application for Supplemental Separation Benefits
- III. Authorization for Transfer from SUB Fund to WRP Account

Participant's Name _____ SS# _____

Street Address _____ Phone # _____

City, State, Zip _____

I. SUPPLEMENTAL DEATH BENEFIT

The following information is submitted in support of this application for the supplemental death benefit provided by the IBEW Local Union No. 212 Supplemental Unemployment Benefit Plan:

Applicant Name _____ SS# _____ Phone # _____

Applicant's Address _____ City _____ State _____ Zip _____

Date of Death of Deceased Plan Participant _____ Relationship of Applicant to Deceased Plan Participant _____

A CERTIFIED COPY OF THE DECEASED PARTICIPANT'S DEATH CERTIFICATE MUST BE ATTACHED TO THIS APPLICATION.

II. SUPPLEMENTAL SEPARATION BENEFITS

The following information is submitted in support of this application for the supplemental separation benefit provided by the IBEW Local Union 212 Supplemental Unemployment Benefit Plan:

I am permanently disabled and have received a permanent and total disability award from the U.S. Social Security Administration, I understand I am only eligible for a taxable cash distribution of my account.

I have had no SUB Fund account activity for twelve (12) consecutive months and am not currently employed in the Electrical Trade, as defined by the SUB Plan. I understand I am only eligible for a taxable cash distribution of my account.

III. AUTHORIZATION FOR TRANSFER FROM SUB FUND TO WELFARE REIMBURSEMENT PLAN ACCOUNT

I hereby authorize the transfer of \$ _____ (Must be in increments of \$500, with a Maximum Transfer of \$4,000 quarterly) from my SUB Fund account to my WRP account. I am not currently eligible for any taxable cash distribution from the SUB Fund. I understand that while I may revise the amounts to be transferred from my SUB Fund account to my WRP account, transfers are final. Such transfers are processed on Jan. 1st, Apr. 1st, July 1st & Oct. 1st each year. The amounts transferred to my WRP account may not be transferred back to my SUB Fund account at any time.

This is intended to be a recurring quarterly transfer, beginning on _____ (intended date of initial transfer)

This is intended to be a one-time transfer, on _____ (intended date of transfer)

I am retired from the electrical trade and am receiving retirement benefits from the National Electrical Benefit Fund, the IBEW Local Union No. 212 Pension Plan, the Social Security Administration, or other qualified IBEW retirement plan.

I certify that the above information is true to the best of my knowledge, I also understand that benefit payments are subject to all applicable taxes and administrative fees. Additionally, I understand that any transfers will only take place as is administratively possible, and may not occur on the exact dates as listed above.

Date _____

Signature of Applicant _____

IBEW Local Union No. 212 Health and Welfare Fund

5420 W. Southern Avenue, Suite 407
Indianapolis, Indiana 46241-5569 Phone:
513-861-4800 Fax: 513-906-4949

NOTICE TO ALL CURRENT AND FUTURE SOCIAL SECURITY RECIPIENTS

The IBEW Local Union No. 212 Health & Welfare Plan provides supplemental coverage to all participants who are eligible for Medicare Part B. Once you become eligible for Medicare Part B benefits, the Plan will no longer provide primary coverage and will only supplement the Medicare Benefit. It is your responsibility to sign up for Medicare Part B coverage as soon as you become eligible.

You can sign up for Medicare Part B anytime during the 3 months before you turn 65 or the 3 months after you turn 65. To sign up, call the Social Security Administration at 1-800-772-1213 or visit your local Social Security office.

If you do not sign up for Medicare Part B when you were first eligible, you will have to wait for the next General Enrollment period to sign up. The General Enrollment Period runs from January 1 through March 31 of each year. However, the cost of your Medicare Part B premium may go up 10% for each 12-month period that you could have had Part B coverage but did not take it, and you will have to pay the extra amount as long as you have Medicare Part B.

The Health & Welfare Plan will stop paying full benefits, and will only pay supplemental benefits, as soon as you become eligible for Medicare Part B. If you fail to sign up for Medicare Part B, the Health & Welfare Plan will treat you as if you were receiving Part B benefits and you will only receive supplemental coverage through the Health & Welfare Plan.

Additional information is available at www.medicare.gov.

Date

Participant

Local Union No. 212 IBEW Health and Welfare Fund

c/o Zenith American Solutions, Inc.
5420 W. Southern Avenue, Suite 407
Indianapolis, IN 46241
Phone (513) 861-4800

Authorization for Automatic Reimbursement from

IBEW Local Union No. 212 Health and Welfare Fund Welfare Reimbursement Plan

By completing the form below, I authorize the IBEW Local Union No. 212 Health and Welfare Fund to automatically reimburse me for monthly retiree premiums paid from the Welfare Reimbursement Plan until such time that monies in my Welfare Reimbursement Plan are exhausted. I understand that I must contact the Plan Administrator to change these automatic reimbursements.

Name:	
Retirement Date:	
Signature:	
Date:	