

# Summary Plan Description

International Brotherhood of Electrical Workers  
Local Union No. 212 Pension Plan

**AS AMENDED THROUGH MAY 2017**

# Summary Plan Description

## International Brotherhood of Electrical Workers Local Union No. 212

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**SUMMARY PLAN DESCRIPTION  
FOR THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION NO. 212  
PENSION PLAN**

To Participants and Beneficiaries of the Pension Plan:

We are pleased to present this summary of the main provisions of the International Brotherhood of Electrical Workers Local Union No. 212 Pension Plan.

This booklet reflects Plan amendments that have been adopted through **January 2017** and summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures that must be followed when applying for a benefit. Also included is important information concerning your rights as a Plan Participant, beneficiary or alternate payee.

Please understand that this booklet is simply a summary, and does not contain all of the details of the Plan or the federal tax laws applicable to tax-qualified plans. This booklet is not intended to change, expand, or otherwise interpret the terms of the Plan Document. Your rights can only be determined by referring to the full text of the Plan Document. ***If there is any discrepancy between the provisions of this summary and the Plan Document itself, it is the Plan Document that determines the provisions of this Plan, not this Summary.***

Only the full Board of Trustees is authorized to interpret the Plan. No other individual or organization, such as your Union or Employer, or any other employee or representative, is authorized to interpret this Plan or act as an agent of the Board of Trustees. Should you have any questions regarding the Plan, please direct them to the Board of Trustees.

The Board of Trustees retains the authority to amend the Plan. You will be notified of any important changes in the Plan. Therefore, it is very important that the Board of Trustees be notified immediately of any changes in your mailing address. It is your responsibility to do so.

We urge you to read this booklet carefully in order to become familiar with the Plan. We suggest that you share it with your family since they may have an interest in the Pension Plan. If you have any questions about the Plan, you should call or write the Board of Trustees for assistance.

**BOARD OF TRUSTEES  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 212 PENSION PLAN  
5420 West Southern Ave, Suite 407  
Indianapolis, In 46241  
Phone: (513) 861-4800  
Fax: (317) 783-0102  
Web: [www.zenith-american.com](http://www.zenith-american.com)**

## ***PLAN INFORMATION***

### **Name of Plan:**

The formal name of the Plan is the International Brotherhood of Electrical Workers Local Union No. 212 Pension Plan. For purposes of this summary, it will be referred to as the "Pension Plan" or the "Plan."

### **Type of Plan:**

The Plan is a defined benefit plan. This means that, if you are eligible, you will receive a monthly pension payable when you retire.

### **Identification Number of Plan Sponsor:**

31-6127280

### **Plan Number:**

001

### **Plan Year:**

The Plan Year is the 12-month period beginning May 1<sup>st</sup> and ending April 30<sup>th</sup>.

### **Plan Sponsor, Administrator and Fund Office:**

Board of Trustees of the International Brotherhood of Electrical Workers  
Local Union No. 212 Pension Plan  
5420 West Southern Ave, Suite 407  
Indianapolis, In 46241  
Phone: (513) 861-4800  
Fax: (317) 783-0102  
Web: [www.zenith-american.com](http://www.zenith-american.com)

### **Board of Trustees:**

The Plan is administered by a Board of Trustees consisting of three Employer Trustees and three Union Trustees. The Trustees are fiduciaries for the Plan and have the authority to control and manage the operation and administration of the Plan. At the present time, the Trustees are as follows:

#### **Employer Trustees:**

Mr. Kent Kimmle  
NECA  
7815 Cooper Rd. Suite B  
Cincinnati, Ohio 45242

#### **Union Trustees:**

Mr. Chad Day  
IBEW Local #212  
212 Crowne Point Place, Suite 101  
Cincinnati, Ohio 45241

Mr. Joseph Schamer  
SECO Electric  
350 Pike Street  
Covington, Kentucky 41011

Mr. Wayne Myers  
IBEW Local #212  
212 Crowne Point Place, Suite 101  
Cincinnati, Ohio 45241

Mr. Christopher Archiable  
The Archiable Electric Co.  
3803 Ford Circle  
Cincinnati, Ohio 45227

Mr. Joe Noeth  
IBEW Local #212  
212 Crowne Point Place, Suite 101  
Cincinnati, Ohio 45241

**Legal Counsel:**

Ledbetter Parisi LLC  
9240 Marketplace Drive  
Miamisburg, Ohio 45342  
Phone: (937) 619-0900  
Fax: (937) 619-0999

**Agent for Service of Legal Process:**

Service of Legal Process may be made upon the Legal Counsel or the Board of Trustees at the addresses shown in this section.

**Plan Funding:**

The Plan is funded by contributions made by Employers signatory to the Collective Bargaining Agreement. Contributions are held in trust pursuant to the International Brotherhood of Electrical Workers Local Union No. 212 Pension Fund Agreement and Declaration of Trust which was effective July 7, 1965.

**Collective Bargaining Agreement:**

The Plan is maintained pursuant to Collective Bargaining Agreements. You may obtain a copy of the Collective Bargaining Agreement by writing to the Fund Office and requesting a copy. A reasonable charge may be made for copying expenses. You may also examine a copy of the Collective Bargaining Agreement at your Union Hall or the Fund Office. If you give the Union Hall or the Fund Office at least 10 days advance **written** notice, a copy of the Collective Bargaining Agreement will be made available at any work site where 50 or more Participants are working.

**Contributing Employers:**

The Plan is maintained as a result of collective bargaining between the International Brotherhood of Electrical Workers Local Union No. 212 and various Contributing Employers. Upon written request to the Board of Trustees, you will receive information about whether a particular Employer is contributing to the Plan and, if so, its address.



## *STATEMENT OF YOUR ERISA RIGHTS*

As a Participant in the International Brotherhood of Electrical Workers Local Union No. 212 Pension 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 shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and the Union Hall, all documents governing the Plan, including Collective Bargaining Agreements, insurance contracts, and copies 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 Board of Trustees, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements, insurance contracts, copies of the latest annual report (Form 5500 series), and an updated Summary Plan Description. The Board of Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this summary report.
- Obtain a statement telling you whether you have a right to receive a pension benefit at Normal Retirement Age 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 benefit, the statement will tell you how many more years you have to work to earn 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.

You, your beneficiaries, as well as employee representatives and Contributing Employers, are also allowed to request copies of certain actuarial and financial documents about the Plan. This access is intended to increase the transparency of the Plan and to allow you to better understand the Plan's funding and financial status. You may submit a written request to the Plan's administrator for copies of any of the following documents:

- Any periodic actuarial report (including sensitivity testing) received by the Plan for any plan year, so long as the report has been in the Plan's possession for at least 30 days.
- Any quarterly, semi-annual, or annual financial report prepared for the Plan by any plan investment manager or advisor or other fiduciary which has been in the Plan's possession for at least 30 days.
- Any application filed with the Secretary of the Treasury requesting an extension under Section 304 of ERISA or Section 431(d) of the Internal Revenue Code and the Secretary's determination on the application.

However, the following procedures and limitations apply to the disclosure of these actuarial and financial documents:

- The requirements apply only to plan years beginning after December 31, 2007.
- The administrator has 30 days from the day that your written request was received to provide the documents.

- The administrator may charge a reasonable fee that covers the cost of furnishing the requested documents.
- The administrator will not respond to requests for reports or applications that have already been furnished to you within the 12-month period immediately prior to the date on which the request was received by the Plan.
- The administrator is not required to furnish copies of outdated reports and will not provide copies of reports or applications that have been in the Plan’s possession for six (6) years or more as of the date on which the request was received by the Plan.
- The administrator does not have to disclose the information or data that served as the basis for any report or application being requested.
- The administrator will not disclose documents that contain individually identifiable or proprietary information about any Plan Participant, beneficiary, employee, fiduciary or Contributing Employer.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit 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.

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 Board of Trustees 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 Board of Trustees.

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, if for example it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. The nearest area office of the

Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway - Suite 210, Fort Wright, Kentucky, 41011-2664, or (859) 578-4680. Additional information is also available on the Internet at <http://www.dol.gov/ebsa>.

**QUESTIONS AND ANSWERS ABOUT THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 212 PENSION PLAN**

**ELIGIBILITY AND PARTICIPATION:**

**1. Who is eligible to participate in the Plan?**

Any Employee or former Employee of a Contributing Employer who was, is, or may become eligible to receive a benefit of any type from the Plan or whose beneficiaries may be eligible to receive any such benefit is eligible to participate in the Plan.

**2. When will I become a Participant in the Plan?**

You will become a Participant in the Plan on the first day you are credited with an Hour of Service under the Plan.

**3. What is an Hour of Service?**

An Hour of Service means each hour for which you are paid or entitled to payment by your Employer for the performance of duties. Under special circumstances, you are also entitled to up to 501 Hours of Service for hours for which you are paid or entitled to payment for a continuous period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave or absence.

In addition, an employee who has been transferred by a signatory Employer to duties that are not considered Covered Employment may be credited with Hours of Service for the hours he or she is paid or entitled to payment. These hours will only be used as credit towards determining the employee's vesting and eligibility status and will not result in any increase in benefits from this Plan. You should contact the Fund Office with any questions about any special circumstances that may entitle you to additional Hours of Service.

**4. What is Covered Employment?**

Covered Employment is employment for which your Employer has agreed to contribute to the Plan under a Collective Bargaining Agreement or participation agreement. It also includes employment by the Union for which the Union contributes to the Pension Plan.

**5. Do I have to sign anything to join the Plan?**

No. However, it is very important that you keep the Plan Administrator informed of any changes in your mailing address. It is the only way the Board of Trustees can notify you of any Plan changes or other developments regarding the Plan. If you need to update your address information, you should contact the Fund Office at 5420 West Southern Ave, Suite 407, Indianapolis, In 46241, (513) 861-4800) to request the proper forms.

## 6. What happens if I work for a signatory employer outside the jurisdiction of this Plan?

If you perform work outside the jurisdiction of IBEW Local 212, it may be possible to have that service count toward your pension if a reciprocity agreement exists between this Plan and the plan of the other Local where you go to work. However, even if there is such an agreement, you must complete and submit an application to initiate the transfer. Contributions are often transferred only from the date the reciprocity form is completed. Keep in mind, any contributions received by the other plan before you complete and submit the application may not be required to be forwarded. It is your responsibility to make sure that you complete reciprocity paperwork in a timely manner.

As soon as you become aware that you will be working in another jurisdiction, contact the Fund Office to determine whether or not a reciprocity agreement exists and all paperwork has been completed. Do not wait until the job in the other Local is finished before you apply. Most agreements have deadlines concerning the transfer of funds. If you wait too long to apply, benefits may be lost.

## 7. How will I know what benefits I have earned?

Once a year you will receive a statement of your status under the Pension Plan. This statement is prepared after the end of the Plan Year (April 30th) and will list your Credited Service. It will also contain information regarding your work history, vesting status, accrued benefit, and other important information. **If you have any questions about the statement, or if you believe there is an error (such as missing hours) it is important you contact the Plan's Fund Office in writing at 5420 West Southern Ave, Suite 407 Indianapolis, In 46241, or by calling (513) 861-4800.** If you do not contact the Fund Office, the Board will presume that its records are correct when determining your benefits. The longer you wait to raise an issue, the more difficult it will be for the Fund Office to research your concerns and possibly adjust your benefit.

### CREDITED SERVICE:

#### 1. What is Credited Service?

Credited Service, also referred to as "Service" in this summary, is used to determine your eligibility for benefits under the Plan. If you are fully vested in your benefit, you have a non-forfeitable right to a monthly pension benefit payable at retirement. Even if you leave employment, you will still have a right to a benefit from the Pension Plan that is legally enforceable. If you are not vested, you will not be entitled to a benefit from the Plan.

#### 2. How do I earn Credited Service?

Your total Years of Credited Service are equal to the sum of your Past Credited Service and your Future Credited Service, defined as follows:

- **Past Credited Service:** Only those participating in the Union prior to 1965 are eligible for

Past Credited Service.

- **Future Credited Service:** The calculation of Future Credited Service has changed over the years.

From June 1, 1965 to April 30, 1976, you earned one Year of Future Credited Service for each Plan Year in which contributions were made to the Pension Plan on your behalf for 1,000 or more hours. If contributions were made for less than 1,000 hours, you received one-tenth of one year for each 100 hours worked. No credit was earned if less than 100 hours were worked. For example, if you had contributions for 740 hours in a Plan Year, you were credited with seven-tenths (0.7) of a Year of Future Credited Service.

Effective May 1, 1976, you earn one Year of Credited Service for each Plan Year in which you complete at least 1,000 Hours of Service. If less than 1,000 hours are worked, one-tenth of one year will be credited for each 100 hours worked. No credit will be earned if less than 100 hours are worked. For example, if you have 480 Hours of Service in a Plan Year, you will earn four-tenths (0.4) of a Year of Future Credited Service.

**You will not receive more than one Year of Credited Service for any Plan Year.**

## VESTING:

### 1. What does it mean to be vested in my pension benefit?

To be vested means that you have a non-forfeitable right to a future benefit. That means that even if you leave Covered Employment, you will still be eligible for a pension when you reach Normal Retirement Age.

You will be vested when you satisfy one of the following conditions:

- You have earned five (5) Years of Credited Service and have performed at least one Hour of Service on or after May 1, 1997; or
- You have earned ten (10) Years of Credited Service; or
- You have met your Normal Retirement Age (the later of your 60<sup>th</sup> birthday, or the fifth (5<sup>th</sup>) anniversary of your participation in the Plan if you have not accumulated five (5) years of Credited Service).

When determining a Participant's vested status, Years of Credited Service earned prior to a Forfeiture of Service are disregarded. See "LOSS OF PENSION BENEFITS" for more information regarding a Forfeiture of Service.

### 2. How will I know if I am vested?

Once a year, you will receive a benefit statement from the Plan. The benefit statement is prepared after the end of the Plan Year, which is April 30<sup>th</sup>, and will list your Credited Service and vested percentage. It will also contain information regarding the benefit you have accrued under the Plan.

**It is important that you keep this annual benefit statement with your other important retirement documents.**

## LOSS OF PENSION BENEFITS:

### 1. Is it possible for me to lose my Credited Service?

Yes. If you leave Covered Employment before becoming fully vested and you do not return to work under the Plan within a specified time period, you may lose both your Credited Service and all rights to any benefits you may have earned under the Plan.

### 2. How would I lose my Credited Service?

If you do not work any hours during a Plan Year but are vested, you will be considered a vested deferred Participant and would retain a non-forfeitable right to all Service and all rights to any benefits you may have acquired under the Plan. If you have a Plan Year in which you do not complete an Hour of Service and are not vested, you will incur a One-Year Break in Service. If you incur five consecutive One-Year Breaks in Service, you will no longer be a Participant in the Plan and you will lose all Credited Service and your right to any benefits you may have earned prior to the break. Please see "VESTING" for information regarding definition of "vested."

### 3. Are there any circumstances where I could be credited with no Hours of Service in a Plan Year and not incur a One-Year Break in Service?

Failure to accumulate any Hours of Service in a Plan Year will not result in the loss of the Credited Service and pension benefits you have earned to date under the following circumstances:

- If you are totally disabled. A grace period will be granted for up to three years provided that you have submitted a notice **in writing** to the Board of Trustees stating that you are disabled. See "Disability Benefits" for more information.
- If you are absent from employment for maternity or paternity reasons. You will receive credit for up to 501 Hours of Service for hours you would have earned during your absence. These hours are used solely for purposes of determining whether you have incurred a Break in Service. They are not used to determine your vested status or the amount of your benefit. An absence is considered for maternity or paternity reasons if it is by reason of: pregnancy, birth of a child, placement of a child in connection with adoption, or caring for a child immediately following such birth or placement.
- If you are in the military service. A grace period will be granted for the length of such service provided that you make yourself available for Covered Employment within the time period required by law after your separation from active service in the armed forces, or within the time period required by law after recovery from a disability incurred during military service. Upon re-entering Covered Employment you will be credited with contributions, Service and benefits for the period of time you were in the military according to IRS regulations. If you feel you should be credited for time spent in the military, please contact the Fund Office. See "PROVISIONS RELATING TO VETERANS' REEMPLOYMENT" for more information about absences due to military service. Special rules also apply to those who die during a period of military service.

- If you remain employed by an Employer who is signatory to the Collective Bargaining Agreement, but in a category of work not considered Covered Employment. For example, suppose you are moved by your Employer (who has been contributing to the Plan on your behalf) to a position not covered by the Collective Bargaining Agreement. The law requires that all service in this new position be counted for purposes of determining whether or not you are vested. If you experience such a change in employment, you must notify the Fund Office **in writing** so that your records can be marked to ensure that you will not lose any benefits to which you might be entitled.
- Other Approved Leaves of Absence may be granted in writing by the Board of Trustees and will be reviewed on a case-by-case basis.

#### 4. Can I regain my Credited Service if I return to Covered Employment?

If you are fully vested and return to employment with an Employer, any additional Service you earn will be added to the Service you had prior to leaving employment.

If you leave Covered Employment and are not fully vested, you can regain your prior Credited Service by returning to work under the Plan during any of the next five consecutive Plan Years (plus any grace periods granted in this section). If you return to Covered Employment during this time period, any additional Service and/or benefits you earn will be added to the Service you had prior to leaving Covered Employment.

#### 5. What happens if I do not return to Covered Employment with an Employer?

If you are not vested and do not return to Covered Employment within any of the next five consecutive Plan Years, you will have a Forfeiture of Service. This means that all of your Years of Credited Service and pension benefits earned are permanently lost. If you return to Covered Employment at a later date, you will start out again as a new employee with zero Years of Credited Service and zero benefits.

**Example 1:** You have two Years of Credited Service when you leave Covered Employment. You come back after having four consecutive One-Year Breaks in Service. Since you returned before having five consecutive One-Year Breaks in Service, you will regain the two Years of Credited Service credits and benefits you earned prior to your Break.

**Example 2:** You leave the Plan after having completed four Years of Credited Service. You then have five consecutive Plan Years within which to return and regain your past credits. However, you do not return until seven years later. That is, you experienced seven One-Year Breaks in Service. This means you have a Forfeiture of Service and all of your prior Credited Service and benefits are permanently lost. You would start out again as a new employee with zero Years of Credited Service and zero benefits.

**Example 3:** You have three Years of Credited Service under the Plan when you are called to military service for two years. If you return to Covered Employment with the Employer prior to seven consecutive One-Year Breaks in Service (five consecutive One-Year Breaks in Service plus the two-year grace period for your military service), you will regain your three Years of Credited Service and all rights to any benefits you may have earned under the Plan.



## RETIREMENT BENEFITS:

### 1. When can I retire under the Plan?

The Plan provides for Normal, Early, and Late Retirement benefits. Descriptions of these benefits are included in greater detail in the following sections. In each instance, your eligibility for benefits is based upon your age and the number of Years of Credited Service you have earned under the Plan. The amount of your benefit is determined by the contributions received for hours worked prior to your Benefit Commencement Date.

When you want to begin receiving retirement benefits from the Plan, you must make a written application to the Board of Trustees.

**Benefit payments will not start until the first day of the month following the date on which your COMPLETE, written application is filed and ACCEPTED.**

### 2. Does this Plan provide benefits to a same sex spouse?

Yes. The Plan's definition of "spouse" includes a same-sex husband or wife. Civil unions and domestic partnerships, however, do not qualify for the Joint and Survivor form of payment.

### 3. May I begin my pension payments while still actively working?

In order to begin receiving a pension benefit, you must have withdrawn from employment in the electrical industry and no longer be available for employment in any of the job classifications set forth in the IBEW Local 212 collective bargaining agreement. You will not be considered "retired" if you return to work in the electrical industry within 60 days of the date your pension benefits begin and your benefits may be at risk.

## NORMAL RETIREMENT BENEFITS:

### 1. When can I start receiving my Normal Retirement Benefit?

Your Normal Retirement Age is age 60 or the fifth anniversary of the day on which you first became a Participant in the Plan, whichever occurs later. Any Service you may have earned prior to a Forfeiture of Service is disregarded. Please see "LOSS OF PENSION BENEFITS" for additional information regarding Forfeiture of Service.

## 2. What is my Normal Retirement Date?

Your Normal Retirement Date is the first day of the month following or coincident with the attainment of your Normal Retirement Age. For example, if your date of birth is August 16, 1960, your Normal Retirement Date will be September 1, 2020.

## 3. If I retire on my Normal Retirement Date, is there a way that I can estimate my monthly pension?

The formula for calculating your pension has been modified several times over the years. As of January 2017, the formula is as follows:

- \$1.73 per year of Credited Past Service (service prior to June 1, 1965 with a maximum of 20 years); **plus**
- 3.72% of Employer Contributions made to the Plan on your behalf between June 1, 1965 and April 30, 1984; **plus**
- 3.24% of Employer Contributions made to the Plan on your behalf between May 1, 1984 and April 30, 1986; **plus**
- 2.70% of Employer Contributions made to the Plan on your behalf between May 1, 1986 and April 30, 1996; **plus**
- 2.40% of Employer Contributions made to the Plan on your behalf between May 1, 1996 and April 30, 2003; **plus**
- 1.00% of Employer Contributions made to the Plan on your behalf between May 1, 2003 and February 29, 2004; **plus**
- 0.50% of Employer Contributions made to the Plan on your behalf from March 1, 2004 through April 30, 2006; **plus**
- 0.65% of Employer Contributions made to the Plan on your behalf from May 1, 2006 through April 30, 2008; **plus**
- 0.75% of Employer Contributions made to the Plan on your behalf from May 1, 2008 through August 31, 2009; **plus**
- 0.75% of Employer Contributions received in excess of \$0.50 per hour from September 1, 2009 through January 31, 2010; **plus**
- For hours worked from February 1, 2010 through May 31, 2015, you were credited with 0.75% of the contributions received, up to \$4.60 per hour. Any contributions in excess of \$4.60 per hour were excluded from the contributions used to determine benefit accruals. For contribution rates that differed from the base journeyman rate, the amount excluded from benefit accruals were prorated up or down to reflect the difference between the hourly contribution rate and the negotiated base journeyman rate; **plus**
- For hours worked June 1, 2015 through June 5, 2016, you were credited with 0.75% of the contributions received, up to \$4.75 per hour. Any contributions in excess of \$4.75 per hour were excluded from the contributions used to determine benefit accruals. For contribution rates that differed from the base journeyman rate, the amount excluded from benefit accruals were prorated up or down to reflect the difference between the hourly contribution rate and the negotiated base journeyman rate; **plus**
- For hours worked June 6, 2016 through June 4, 2017, you will be credited with 0.75% of the contributions received, up to \$5.20 per hour. Any contributions in excess of \$5.20 per hour will be excluded from the contributions used to determine benefit accruals. For contribution rates

that differ from the base journeyman rate, the amount excluded from benefit accruals will be prorated up or down to reflect the difference between the hourly contribution rate and the negotiated base journeyman rate.

- For hours worked on or after June 5, 2017, you will be credited with 0.75% of the contributions received, up to \$5.55 per hour. Any contributions in excess of \$5.55 per hour will be excluded from the contributions used to determine benefit accruals. For contribution rates that differ from the base journeyman rate, the amount excluded from benefit accruals will be prorated up or down to reflect the difference between the hourly contribution rate and the negotiated base journeyman rate.

In addition, the accrued benefits of non-retired members and the monthly pensions of retirees and beneficiaries have been increased as follows:

Date	Active Employee Increase	Retiree Increase
05/01/1980	N/A	5%
05/01/1987	10%	N/A
05/01/1988	5%	5%
05/01/1989	5%	5%
05/01/1990	5%	5%
05/01/1993	10%	N/A
12/01/1993	N/A	\$1,000 one-time check
12/01/1994	N/A	\$500 one-time check
05/01/1995	5%	\$750 one-time check
05/01/1996	5%	\$75 per month
05/01/1997	6%	\$850 one-time check
05/01/1998	7%	\$64 per month
05/01/1999	2%	\$1,000 one-time check

As you can see, it would be very difficult to try to determine your pension benefit directly from the formula. However, at the end of each Plan Year, you will receive a statement showing your credited service, vesting status, earned pension and other important information. To obtain an estimate of your retirement benefit, you can add to the accrued benefit shown on your most recent statement the anticipated benefit you will earn for each year until you retire.

## EARLY RETIREMENT BENEFITS:

### 1. Can I receive retirement benefits prior to my Normal Retirement Date?

Yes. You may commence receipt of Early Retirement benefits if you are at least age 55 and have at least five Years of Credited Service. Service before a Forfeiture of Service is disregarded.

If you are eligible for an Early Retirement Benefit from the Plan and you wish to commence receipt of your pension, you must make a written application to the Board of Trustees.

**Benefit payments will not start until the first day of the month following the date on which your COMPLETE, written application is filed and ACCEPTED.**

2. **How much will my monthly pension be if I retire before my Normal Retirement Age?**

The Plan provides for three types of Early Retirement benefits.

- **Basic Early Retirement Benefits:** If you are at least age 55 and have five or more Years of Credited Service, you are entitled to a monthly pension equal to the accrued benefit you have earned as of your Early Retirement Date reduced by  $\frac{1}{180}$  for each month that your Early Retirement Date precedes your Normal Retirement Date.

**Example:** You are age 57 and have 12 Years of Credited Service. You have an accrued monthly benefit of \$1,200.00. The monthly pension payable at age 57 will be \$960.00, calculated as follows:

Accrued Benefit earned at age 57	\$ 1,200.00
<b><u>LESS:</u></b> Reduction for 36 months early: [\$1,200.00 X (36 X $\frac{1}{180}$ )]	240.00
Total	\$ 960.00

- **Special Early Retirement Benefits:** If you are at least age 55 and have 20 or more Years of Credited Service, and you have been credited with 300 Hours of Service under the Plan in the 12-month period immediately preceding your Early Retirement Date, you are entitled to a monthly pension equal to the benefit you have earned as of your Early Retirement Date reduced by  $\frac{1}{400}$  for each of the first 24 months and  $\frac{1}{150}$  for each of the next 36 months that your Early Retirement Date precedes your Normal Retirement Date.

**Example:** You are age 55 and have 22 Years of Credited Service. You have an accrued benefit of \$2,700.00 per month and you have worked in excess of 300 Hours under the Plan during the past 12 months. The monthly pension payable at age 55 will be \$1,890.00, calculated as follows:

Accrued Benefit earned at age 55	\$ 2,700.00
<b><u>LESS:</u></b> Reduction for 60 months early: [\$2,700.00 X ((24 X $\frac{1}{400}$ ) + (36 X $\frac{1}{150}$ ))]	810.00
Total	\$ 1,890.00

- **Rule of 85 Early Retirement Benefits:** You are entitled to an unreduced Early Retirement benefit if you meet the following criteria:
  - You are at least age 55 and the sum of your age and Years of Credited Service in the Plan is 85 or more; and
  - You have at least 1,000 hours of Credited Service after June 1, 1965; and
  - You have been credited with 300 Hours of Service under the Plan in the 12-month period immediately preceding your Early Retirement Date. Effective for retirements on and after May 1, 2009, the 300 hours of Credited Service can be satisfied by working for an IBEW Signatory Contractor in another IBEW Local jurisdiction, even though pension contributions will not be reciprocated to this Plan because the contributions are designated

for a different kind of plan. These hours will be recognized for the purposes of determining eligibility for the Rule of 85 so long as the Health and Welfare contributions generated by such work are reciprocated to the IBEW Local 212 Health & Welfare Fund.

**Example:** You are age 56 and have 29 Years of Credited Service. You have earned more than 1,000 hours of Credited Service after June 1, 1965 and the Plan has received contributions on your behalf for at least 300 Hours of Service under the Plan during the past 12 months. You have an accrued benefit of \$3,500.00 per month. Since the sum of your age and your Years of Credited Service equals 85, and you meet the other requirements for the Rule of 85, you are entitled to an unreduced monthly pension equal to your accrued benefit of \$3,500.00.

## **LATE RETIREMENT BENEFITS:**

### **1. Do I have to retire at my Normal Retirement Age?**

No. You may postpone your retirement beyond your Normal Retirement Date. However, the Plan requires that your retirement benefits begin no later than the April 1st following the calendar year in which you reach age 70½.

### **2. What will my monthly pension be if I continue to work past my Normal Retirement Age?**

If you continue to work after your Normal Retirement Age, your pension will continue to increase. However, your monthly pension may be suspended under the Plan's suspension rules until you actually retire. This suspension will be determined in the same manner as for a member who retires and then returns to work. For more information, see "SUSPENSION OF BENEFITS RULES." If you commence receipt of a benefit after your Normal Retirement Date may be entitled to an actuarial increase in your accrued benefit, so long as you have not engaged in Disqualifying Employment after reaching your Normal Retirement Age. If you continue working in Disqualifying Employment, you would not be eligible for an actuarial adjustment and would only receive those additional benefit accruals, as applicable, that would result from your continued employment. However, if you have engaged in Disqualifying Employment, you would be entitled to an actuarial adjustment for any periods that you were not provided with a Suspension of Benefits Notice.

## **DISABILITY BENEFITS:**

### **1. Are there any benefits payable from the Plan if I become disabled?**

Yes. To be eligible for this benefit you must have had contributions made to the Plan on your behalf in the 24-month period immediately preceding the effective date of your Total and Permanent Disability.

### **2. What is meant by "Total and Permanent Disability"?**

Total and Permanent Disability means a medically determinable physical or mental impairment that makes you **unable to engage in any gainful employment for the rest of your life**. You will be considered totally and permanently disabled under the following circumstances:

- If you have received a determination of Total and Permanent Disability from the Social Security Administration or by any other medical board approved by the Board of Trustees; or
- If you are not eligible for a Social Security determination, the Trustees may determine, at their sole discretion, that you are disabled based upon verified medical evidence provided to them.

Upon receiving evidence of your disability, the Board of Trustees may require you to submit to an examination by physicians of their choosing and may request that you submit additional medical proof and/or documentation that you are Totally and Permanently Disabled. You may also be required to submit to periodic medical re-examinations as directed by the Board of Trustees.

### **3. How do I apply for a Total and Permanent Disability Benefit?**

You must file a complete application for a Total and Permanent Disability Benefit with the Fund Office within 90 days of receiving a written determination of disability from Social Security or the Board of Trustees. If an application is not filed on a timely basis, benefits will be paid only on a prospective basis.

### **4. How will my Total and Permanent Disability Pension be paid?**

If you have less than five Years of Credited Service, you will receive a lump sum benefit equal to the total amount of contributions made to the Plan on your behalf.

If you have five or more Years of Credited Service and are single or have been married for less than one year, you will be paid a monthly pension benefit in the form of a Single Life Annuity equal to your Accrued Benefit as of the date of your Total and Permanent Disability. No reduction will be applied. Benefits will be paid only on a prospective basis if you wait more than 90 days after receiving your disability determination.

If you have five or more Years of Credited Service and have been married for more than one year, you will be paid a monthly pension benefit in the form of a Joint and 2/3<sup>rd</sup> Survivor Annuity, unless you elect otherwise and your election is properly waived by your spouse, as of the effective date of your Total and Permanent Disability. See "FORM OF PENSION PAYMENT" for more information regarding survivor annuities.

### **5. When will I start receiving a Disability Benefit?**

Assuming you apply within 90 days of receiving a Social Security determination, your benefits will start on the first day of the month following the beginning date of payment from the Social Security Administration. Alternatively, if the Trustees determine that you are disabled based upon medical evidence presented to them, and you apply within 90 days of this determination,

then you will receive a monthly pension commencing on the first day of the month five months subsequent to your disability date as determined by the Trustees.

**6. Can I commence receipt of Early Retirement benefits while waiting for a disability award?**

Yes. If you believe that you are disabled and meet the eligibility requirements for Early Retirement, you can commence receipt of an Early Retirement benefit while awaiting a determination from the Social Security Administration regarding your disability. However, **you must notify the Fund Office in writing** that you are applying for disability benefits as well. In addition, you must deliver your determination letter from the Social Security Administration to the Fund Office within 90 days of receipt.

If you are found to be totally and permanently disabled and your disability date is on or before the date on which you commenced receipt of Early Retirement benefits, your benefit will be converted to a Total & Permanent Disability benefit and your monthly pension amount will be adjusted accordingly. This adjustment will include the Plan recouping any Retirement Incentive Benefit that you may have been paid. See “RETIREMENT INCENTIVE BENEFIT” for more information.

If your disability date is after the date on which you commenced receipt of Early Retirement benefits, no adjustment will be made to your monthly pension and you will continue to receive the Early Retirement benefit.

**7. What happens if I recover from my Total and Permanent Disability?**

Total and Permanent Disability benefits are payable only so long as you remain totally and permanently disabled. If you have recovered sufficiently to return to **any** type of work, your monthly disability benefit will be stopped.

However, under Social Security, you are permitted to work on a limited basis to determine if recovery from your disability is possible. The Plan also allows for similar employment, but you will not be entitled to a disability payment for any month during which you work more than the amount allowed under Social Security Regulations. If you do return to work (even on a limited basis), **you must notify the Fund Office in writing immediately**. If you fail to do so, your benefits will be suspended for twelve months in addition to the duration of your employment.

If you were receiving a Disability Pension and recover from your disability and return to Covered Employment, you will resume earning Credited Service and benefits under the Plan. Any subsequent retirement benefit to which you may be entitled will be based on the benefits you had earned prior to becoming disabled, plus those you earn after returning to Covered Employment.

If you received a lump sum disability retirement payment and you return to Covered Employment, you can either enter the Plan as a new Participant, or, within two years of your re-entry into the Plan, repay the amount of the lump sum benefit plus interest, and be restored to your former status in the Plan at the time of your disability.

## FORM OF PENSION PAYMENT:

### 1. How will my retirement benefits be paid?

Your benefit will be paid as an annuity in equal monthly installments. **If you are not married or have been married less than one year** on your pension commencement date, your retirement benefit will be payable to you as a Single Life Annuity. This is the Plan's normal form of payment. Under this form of payment, you will receive monthly pension payments for your lifetime. Upon your death, no further monthly benefits will be payable to your beneficiaries or to your estate.

However, **if you have been married at least one year** at the time benefits commence, your monthly pension will be paid as a Qualified Joint & 2/3<sup>rd</sup> Survivor Annuity. Under this form of payment, you will receive monthly pension payments for your lifetime. Upon your death, if your spouse is still living, he or she will receive a monthly benefit equal to two-thirds of the amount you were receiving at the time of your death. No reduction will be applied to your benefits to reflect the election of the Joint and 2/3<sup>rd</sup> Survivor Coverage. Note that the spouse who receives the survivor portion must be the person to whom you were married when your benefit payments began. A subsequent spouse is not eligible for these benefits.

**If you have been married at least one year, the Joint and 2/3<sup>rd</sup> Survivor Annuity will automatically be applied unless you elect an alternate form of benefit.**

**Example:** You retire at age 60 and have a spouse age 58. You are entitled to \$2,500.00 at your Early Retirement Date, payable as a Single Life Annuity. However, you elect to receive your pension as a Joint & 2/3<sup>rd</sup> Survivor Annuity. Under this option, the amount payable is the same as the Single Life Annuity, so your monthly pension would be \$2,500.00.

While you are alive you will receive \$2,500.00 per month. At the time of your death, if your spouse is still living, he or she will receive a monthly income equal to two-thirds of the pension you were receiving at the time of your death, or \$1,666.68 ( $\$2,500.00 \times 0.66667$ ), for the remainder of his or her lifetime.

### 2. What are the forms of payment offered under the Plan?

Upon retirement, you may elect to receive your monthly pension benefit in any one of the following forms of payment:

- **Single Life Annuity:** Under this form of payment, you will receive a monthly pension payable for your lifetime. Upon your death, all monthly payments will stop. If you have been married more than one year at retirement and elect this option, your spouse must waive his or her right to any benefits that would be paid to him or her under a Joint and Survivor Annuity.
- **Qualified Joint & 2/3<sup>rd</sup> Survivor Annuity:** This annuity will provide you with a monthly pension equal to the amount payable under the Single Life Annuity for your lifetime. Upon your death, if your spouse is still living, he or she will receive a survivor's benefit equal to two-thirds of the monthly pension you were receiving at the time of your death.

This form of benefit will be automatically applied if you have been married more than one year at the time of your retirement unless you elect an alternate form of payment at retirement.



- **Qualified Joint & 75% Survivor Annuity:** This annuity provides you with a reduced monthly pension payable for your lifetime. Upon your death, if your spouse is still living, he or she will receive a survivor's benefit equal to 75% of the monthly pension you were receiving at the time of your death.

In order to elect this option, you must have been married for more than one year at the time of your retirement.

- **Qualified Joint & 100% Survivor Annuity:** This annuity provides you with a reduced monthly pension payable for your lifetime. Upon your death, if your spouse is still living, he or she will receive a survivor's benefit equal to 100% of the monthly pension you were receiving at the time of your death.

In order to elect this option, you must have been married for more than one year at the time of your retirement.

**Under any of the Joint & Survivor forms of payment, the spouse who receives the survivor benefits must be the person to whom you were married when your pension payments began. A subsequent spouse is not eligible for these benefits.**

**3. If I am married at retirement, do I have to receive my benefit as a Qualified Joint & 2/3<sup>rd</sup> Survivor Annuity?**

You may elect to have your benefits paid in a form of payment other than the Qualified Joint & 2/3<sup>rd</sup> Survivor Annuity. When you apply for your pension, you will be provided with detailed information regarding the forms of payment offered under the Plan as well as the monthly benefit amount payable under each option. You will have a period of not more than 180 days but not less than 30 days to decide how you want your benefit to be paid.

**4. If I elect to receive my benefit in the form of a Joint & Survivor Annuity, how will the amount of my monthly pension payment be determined?**

The Single Life Annuity and the Joint & 2/3<sup>rd</sup> Survivor Annuity provide the same monthly benefit during your lifetime. However, the Joint & 75% and 100% Survivor options provide a reduced monthly benefit. The amount that is paid under the Joint and 75% and the Joint and 100% Survivor Annuities is reduced on an actuarially equivalent basis. At the time you apply for retirement, you will be provided with detailed information on the amount of each of the payment forms available.

**5. Can I receive my pension benefits in a lump sum distribution?**

Generally, no. However, if upon retirement, the actuarial present value of your accrued benefit is less than or equal to \$1,000.00, you will receive a lump sum distribution in lieu of a monthly pension. Upon receipt of this distribution, there will be no further benefits payable to you or, if applicable, your spouse at a future date and the Plan will have no further liability with respect to your participation in it.

If you receive your benefit in a lump sum and again become an active Participant in the Plan, you can repay the amount you received plus interest at a rate determined by the Internal

Revenue Service, and your benefit in the Plan will be restored. The repayment must be made within five years of again becoming an active Participant or before you have five (5) consecutive One-Year Breaks in Service after the distribution, whichever date comes first. If you do not make this repayment, any future benefit to which you are entitled will not include the value of the benefit that was paid to you as a lump sum. If you return to work under the Plan and you want to repay any previous lump sum payment of your benefit, you should notify the Fund Office immediately.

## **RETIREMENT INCENTIVE BENEFIT (“RIB”):**

### **1. What is the Retirement Incentive Benefit (RIB)?**

The Retirement Incentive Benefit (RIB) is a benefit that permits Participants who elect Early Retirement to supplement their monthly pension benefit until they are eligible for Social Security at age 62. Instead of a level benefit payable for life, the RIB provides a larger monthly payment prior to age 62. When Social Security payments become available at age 62, the monthly benefit paid by the Plan will decrease. For Participants retiring on or after May 1, 2005, this adjustment will take place with the payment made on the first of the month coincident with or next following the attainment of age 62 and one month.

### **2. If I elect the RIB, how much monthly pension will I receive?**

The amount payable under the RIB has the same “actuarial value” as determined by the Plan’s actuary as your regular pension. The amount of the increase applied to your monthly benefit is dependent upon your age when benefits commence. When retiring, a factor is applied to the RIB level you select. This factor is dependent on the number of months between your retirement date and Age 62 and one month. The younger you are at retirement, the smaller the increase, since it will be in effect for a longer period of time. At retirement, the Fund Office will provide you with a more detailed explanation of the RIB, as well as information regarding the exact amounts payable for your situation.

**Example:** You retire at age 55 with an Early Retirement benefit of \$2,400.00 per month. If you elected to receive a RIB of \$800.00, you would be entitled to a monthly benefit of \$2,785.00 until age 62 and one month. At age 62 and one month, your pension would be reduced by \$800.00 to \$1,985.00 per month. The reduced amount of \$1,985.00 would then be payable for the remainder of your lifetime.

### **3. Does the Plan offer different levels of a RIB?**

Yes. The Plan offers the RIB in multiples of \$200.00, ranging from \$200.00 to \$800.00. However, you will only be allowed a particular RIB adjustment if the resulting post-age 62 benefit amount exceeds \$200.00 per month.

### **4. What happens if I elect the RIB at Early Retirement, but die before reaching Age 62?**

If you elect the RIB 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 begin receiving a Joint and Survivor Annuity equal to the applicable percentage (2/3<sup>rds</sup>, 75% or 100%) of the benefit **you would have received at your original Retirement Date had you not elected the RIB option**. In other words, the survivorship benefit that your spouse receives will **not** be based on the increased benefit you received as a result of the RIB. If you were not married at the time your benefit commenced, no further monthly benefits will be paid to your beneficiaries or estate.

**5. What happens if I receive an Early Retirement Benefit with a RIB while waiting for a disability determination?**

You can receive an Early Retirement benefit with a RIB while awaiting a determination from the Social Security Administration regarding your disability (please see “*DISABILITY BENEFITS*” for more information). If you are found to be totally and permanently disabled and your disability date is **on or before** the date on which you commenced receipt of Early Retirement benefits with a RIB, your benefit will be converted to a Total & Permanent Disability benefit and your monthly pension amount will be adjusted accordingly. **Any RIB benefit you received must be paid back to the Plan.**

If your disability date is after the date on which you commenced receipt of Early Retirement benefits with a RIB, no adjustment will be made to your monthly pension and you will continue to receive the Early Retirement benefit.

**APPLICATION FOR BENEFITS:**

**1. How do I apply for retirement benefits?**

When you retire and want your benefits to begin, you must contact the Fund Office at 5420 West Southern Ave, Suite 407, Indianapolis, Indiana, 46241 and request the necessary application form. To allow you ample time to compile the necessary information and make your election, we ask that you make this request at least 90 days (and no more than 180 days) prior to your desired retirement date. The Fund Office will tell you what other documents must be furnished.

In order to assist you in your planning for retirement, you may request an estimate of the monthly pension amounts payable as of an expected retirement date. Once you decide upon an actual pension commencement date, a final calculation of the benefits payable will be completed and a retirement application will be issued. You will be provided detailed information regarding the optional forms of benefits available, the relative value of each optional form, the monthly amount payable under each form, and other information

**2. How do I make my election regarding form of payment?**

Your election must be made **in writing** on forms furnished by the Fund Office before your pension is to begin. This election can be made up to 180 days prior to the date on which your monthly pension begins.

**3. Can I change the form in which my retirement benefits are being paid after I have made my election?**

Before your benefits actually begin, you can cancel any election you have made by notifying the Fund Office. In addition, any optional form of payment will be canceled automatically if you or your spouse should die prior to the date on which your pension benefits are set to commence.

**Once benefit payments have begun, you will not be allowed to change your form of payment.**

**4. Is there a maximum benefit under the Plan?**

Federal tax laws require the Plan to limit the annual benefit paid to Participants and surviving spouses. If the payments of your benefit or that of your surviving spouse would exceed the amount allowed, then the benefit will be reduced to comply with federal tax law. The Fund Office will inform you if your benefit will be affected by this restriction.

**5. What about Social Security Benefits?**

Any benefits you may receive from the Social Security Administration will be paid in addition to the benefits that may be paid from this Plan.

**6. Do I have to pay taxes on any benefit I receive from the Plan?**

Yes. The benefits you may receive from the Plan are taxable and you must include them in your gross taxable income. It is recommended that you review any questions you might have in this regard with a tax advisor or financial planner.

**7. How does the Plan pay my monthly pension benefits?**

Monthly pension payments will be deposited directly into your bank account. In order to receive your pension benefits, you must provide the Fund Office with a completed Direct Deposit authorization form and a voided check when you retire.

**8. Will my premium payment for health insurance be deducted from my monthly pension?**

Yes. If you are eligible to participate in the International Brotherhood of Electrical Workers Local Union No. 212 Health & Welfare Plan, your premium will be deducted automatically.

**9. Can I assign my benefits under the Plan?**

Generally, no. Before your benefits are distributed to you, they may not be sold, used as collateral for a loan, given away, or transferred in any way. Further, your creditors may not attach, garnish, or otherwise interfere with your right to a retirement benefit, except to the extent specifically provided for under federal law.

## 10. What happens if my spouse and I divorce?

In some cases, a court may order the Plan Administrator to pay some, or all, of your benefit to your spouse, former spouse, child, or dependent on account of a marital separation, dissolution of marriage, or divorce. Before this can happen, a court order known as a Domestic Relations Order (DRO) would have to be presented to and accepted by the Administrator. DRO's must satisfy certain conditions to be considered "Qualified" under the Internal Revenue Code. In addition, the DRO cannot require the Plan to pay any form of benefit that would not ordinarily be paid to a Plan Participant, such as a lump sum payment. Once the Administrator accepts the DRO, it becomes "Qualified."

If you are in a situation where a DRO may be filed with the Plan, you can obtain a free copy of the Plan's procedures governing Qualified DRO's. A request for this information should be directed to the Fund Office.

### SUSPENSION OF BENEFITS RULES:

#### 1. What happens if I retire and then go back to work?

If you retire and then return to work after receiving your pension benefits, you may have those benefits suspended. The rules for this suspension are slightly different depending on if you work in Disqualifying Employment before your Normal Retirement Age or after your Normal Retirement Age, as follows:

- **Disqualifying Employment Before Normal Retirement Age:** If you retire before your Normal Retirement Age and work in Disqualifying Employment, you will have your benefits suspended for every month you were so employed and for two additional months after the termination of that reemployment. Pension benefits will be adjusted at the end of the Plan Year in which your reemployment was terminated to reflect any additional benefits earned and your adjusted age and that of your spouse (if applicable).
- **Disqualifying Employment After Normal Retirement Age:** If you retire after reaching your Normal Retirement Age and work in Disqualifying Employment **40 hours or more** per month, you will have your benefits suspended for every month that you are so employed. Pension benefits will be adjusted at the end of the Plan Year in which your reemployment was terminated to reflect any additional benefits earned and your adjusted age and that of your spouse (if applicable).

#### 2. What is meant by Disqualifying Employment?

Disqualifying Employment means working in the industry within the geographical area of the Plan (Ohio, Kentucky and Indiana) in any one or more of the following circumstances:

- Employment by any Contributing Employer; or
- Employment by any Employer in the same business as any Contributing Employer; or
- Self-employment in the same or related business as any Contributing Employer; or
- Employment or self-employment in any business which is or may be under the Union's jurisdiction.

Effective January 1, 2007, the rules for Disqualifying Employment changed. Certain activities previously considered Disqualifying Employment were exempted. You will no longer be considered working in Disqualifying Employment if all the following conditions are satisfied:

- Employment is for a contractor signed to a Collective Bargaining Agreement with the Union; and
- Employment does not involve working with the tools of the trade; and
- 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
- The base employment cannot involve 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.

The Trustees will allow Participants to continue employment in the industry so long as such employment is limited to all the characteristics set forth in this section. 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.

**3. What should I do if I decide to return to work after I retire?**

You must notify the Fund Office in writing of any Disqualifying Employment (including self-employment) or gainful pursuit within 30 days after starting any work that is or may be Disqualifying Employment, regardless of how many hours you work.

**4. What must I do to start my monthly pension again after I stop working?**

Once your pension benefits have been suspended, it is your responsibility to notify the Fund Office in writing when your pension benefit should begin again. To do this, contact the Fund Office at 5420 West Southern Ave, Suite 407, Indianapolis, IN 46241, Phone: (513) 861-4800.

**5. If my benefit was suspended because I returned to work after retirement, how much will my monthly pension be once I stop working?**

If your benefits were suspended, then upon termination of reemployment, you may apply for reinstatement of monthly pension payments. As of the next Plan Year, you will receive a pension equal to the amount of your original benefit, plus any additional benefits you may have accrued during your period of reemployment.

**6. What will happen if I receive pension benefits for a month in which they should have been suspended?**

If you receive a monthly pension payment for a month in which it should have been suspended, the excess payment(s) will be recovered by using the Plan's offset rule. Under this rule, when

you are again eligible to begin receiving a monthly pension, the Plan will offset 100% of your first pension check payable after the suspension, plus 25% of each subsequent pension payment until the excess payments have been fully recovered.

## 7. How can I find out more about the Suspension of Benefits Rules?

If you have any questions regarding the Suspension of Benefits Rules, or if you would like to know in advance whether the type of work you propose to do will cause a suspension of your pension benefit, contact the Fund Office. If you ask for a determination on the application of the rules or if your pension payments are suspended, you will receive a written notice from the Fund Office.

If you disagree with any actions taken by the Trustees in suspending benefits, you can file an appeal with the Board of Trustees. Please see "APPEALS PROCESS" for additional information. For information regarding the suspension of benefits in connection with any Disability Pension, see "TOTAL AND PERMANENT DISABILITY RETIREMENT."

## DEATH BENEFITS:

### 1. What happens if I die before I retire?

If you die before retirement and you are not married (or have been married for less than one year) or if you are married and are **not vested**, your designated beneficiary will receive a death benefit equal to 100% of the contributions paid into the Plan on your behalf since your most recent Forfeiture of Service. However, if you are legally married and your designated beneficiary is not your surviving spouse, your spouse will still receive 50% of the lump-sum payment. See "LOSS OF PENSION BENEFITS" for more information about Forfeiture of Service. The spousal waiver provisions are described more fully below.

If you have been married for more than one year, are **vested**, and die before you retire, your spouse will receive a Qualified Pre-Retirement Survivor's Annuity commencing on the first day of the month following the date on which you died. Under this benefit, your spouse will receive a reduced monthly pension equal to the pension benefit payable to you if you had retired at age 55, or the date of your death, if later, and received a Joint & 2/3<sup>rd</sup> Survivor Annuity. In the event that you die prior to age 55, the benefit payable to your spouse will be reduced an additional 1/1200 for each month that the benefit commencement date precedes the first of the month immediately following your 55<sup>th</sup> birthday to a maximum of 120 months.

**Example 1:** You die and are not married. You have 28 Years of Credited Service and \$65,000.00 has been contributed into the Pension Plan on your behalf. You have not had a Forfeiture of Service. Your designated beneficiary is entitled to a lump sum death benefit of \$65,000.00.

**Example 2:** You die at age 55 with 22 Years of Credited Service and an accrued monthly benefit of \$2,700.00. Your spouse is entitled to receive a monthly income of \$1,200.00 payable for his or her lifetime and calculated in the following manner:

The retirement benefit you would have received if you had retired on the date of your death is calculated. If you had retired at age 55 with 22 Years of Credited Service, then you would have received an Early Retirement benefit equal to \$1,890.00 (\$2,700.00 x 0.70)(see "EARLY

RETIREMENT BENEFITS). This amount would have been payable to you as a Joint and 2/3<sup>rd</sup> Survivor Annuity. At your death, your spouse would then be entitled to a monthly benefit equal to two-thirds of this amount, or \$1,260.00 (\$1,890.00 x 0.66667).

**2. If I have already retired, are there any benefits payable upon my death?**

If you have commenced receipt of retirement benefits, any death benefits payable from the Plan will be determined by the form of pension payment you elected at retirement. If you were not married at retirement, were married less than one year, or if you elected to receive your pension as a Single Life Annuity, all monthly pension payments will stop upon your death. However, your designated beneficiary may be entitled to a lump sum death benefit equal to 100% of the contributions paid into the Plan on your behalf since your most recent Forfeiture of Service ***less*** any monthly pension benefits paid to you.

If you are receiving your pension as one of the Joint & Survivor Annuities, your spouse will receive a survivor's benefit equal to two-thirds, 75%, or 100% of the monthly pension you were receiving at the time of your death, depending on which option you selected at retirement.

Likewise, if your surviving spouse also dies before the sum total of all benefit payments paid to both you and your spouse (including disability benefits) exceeds 100% of contributions made on your behalf since the most recent Forfeiture of Service, the remaining amount will be paid in a lump sum to the designated beneficiary of your surviving spouse.

**Example 1:** You are not married and retire with a monthly benefit of \$3,150.00 per month payable as a Single Life Annuity. The sum of the contributions made to the Plan on your behalf amounted to \$75,000.00. You did not have a Forfeiture of Service. If you die after receiving 18 monthly benefit payments, your designated beneficiary would receive \$18,300.00, calculated as follows:

Contributions	\$ 75,000.00
<b><u>LESS:</u></b> Total Benefit Payments received prior to death: [18 payments x \$3,150.00]	<u>56,700.00</u>
Balance	\$ 18,300.00

**Example 2:** You retire having elected the Qualified Joint & 2/3<sup>rd</sup> Survivor Annuity. Your benefit is equal to \$2,400.00 per month and \$54,000.00 had been contributed to the Plan on your behalf since your most recent Forfeiture of Service. If you die after receiving only six (6) payments, and your spouse dies after receiving only 12 payments, the designated beneficiary of the last survivor would then be entitled to receive a lump sum payment of \$20,400.00, calculated as follows:

Contributions	\$ 54,000.00
<b><u>LESS:</u></b> Benefit Payments Received prior to your death: [6 months X \$2,400.00]	14,400.00
<b><u>LESS:</u></b> Benefit Payments Received by Spouse: [12 months X \$1,600.00]	<u>19,200.00</u>
Balance	\$ 20,400.00



### 3. May I designate someone other than my spouse as my beneficiary?

Under the law, if you are vested in your accrued benefit and are married for at least one year at the time of your death, the standard death benefit is the Qualified Pre-Retirement Surviving Spouse's Benefit described in this section. However, you may decline this benefit and designate any person of your choosing to receive the lump sum return of contributions death benefit instead. Your spouse must consent to your election and must sign a form waiving his or her rights to a monthly pension. If no beneficiary has been named, or the beneficiary is not living, then benefits will be paid in the following priority: to your surviving spouse, to your children, to your parents, to your grandchildren, to your siblings or to your estate.

**If you are married at the time of your death and have designated a beneficiary other than your spouse for the lump sum death benefit, 50% of this benefit will be paid to your named beneficiary and 50% will be paid to your spouse.**

### 4. If my beneficiary is entitled to a return of contributions death benefit, can that person roll the benefit into a qualified retirement plan?

Yes. Your beneficiary of a return of contributions death benefit can “roll over” that eligible distribution into an individual retirement account or any other qualified retirement account that accepts rollovers. Please consult your tax advisor regarding the definition of an eligible retirement account.

### 5. How do I designate my beneficiary?

When you become a Participant in the Plan, the Fund Office will provide you with a beneficiary designation form. Any death benefit payable from the Plan will be paid to the beneficiary on the form. You may change your designation of a beneficiary at any time by filing a new beneficiary designation form. **It is your responsibility to make sure that your beneficiary designation is current.** To request a new beneficiary designation form, contact the Fund Office at 5420 West Southern Ave, Suite 407, Indianapolis, Indiana, 46241.

## TERMINATION BENEFITS:

### 1. Am I entitled to any benefits if I stop working in Covered Employment before my Normal Retirement Age?

If you **are vested** when you stop working in Covered Employment, you are considered a vested deferred Participant and will be entitled to a pension at your Normal Retirement Age equal to your earned pension at the time you stopped working in Covered Employment. Any service earned prior to a Forfeiture of Service will be disregarded. See “LOSS OF PENSION BENEFITS” for more information regarding Forfeiture of Service.

**Example:** You stop working for a Contributing Employer at age 38 and have completed 12 Years of Credited Service. You have accrued a benefit of \$900.00 per month. You would be entitled to receive a monthly benefit of \$900.00, payable at your Normal Retirement Date.

2. **If I have terminated employment, would I be eligible to receive Early Retirement benefits?**

Maybe. There are specific eligibility requirements for Early Retirement benefits. To be eligible for these benefits, you must meet the applicable requirements. For additional information regarding these benefits and their eligibility requirements, please see “EARLY RETIREMENT.”

**PROVISIONS RELATING TO VETERANS’ REEMPLOYMENT:**

1. **What happens to my benefits under the Plan if I enter military service?**

Federal law governs your rights if you enter the military. It is possible for you to receive credit for both service and benefits if certain conditions are met.

To protect your rights under the Plan, you must leave the geographic jurisdiction of the Plan for service in the military **before** your participation ceases, and you must notify your Employer (or the Fund Office) before you leave. Federal law excuses the notification requirement if you could not give advance notice because of military necessity or if giving the advance notice was impossible or unreasonable.

To further protect your rights under the Plan, there are two deadlines that must be met. First, you **must** apply for work in Covered Employment within a certain period of time after you are released from military duty under honorable conditions. The period during which you must apply depends on how long you served in the military service, as follows:

<b>Period of service in the military:</b>	<b>Applicable deadline:</b>
<i>Lasted less than 31 days</i>	By the beginning of the next regular scheduled work period on the first full day following completion of military service, and at least eight hours after the period needed for the Participant to return home from the place of that military service
<i>Consisted solely of a physical or medical examination to verify fitness</i>	By the beginning of the next regular work period
<i>Lasted more than 30 days But less than 181 days</i>	Within 14 days after completion of military services
<i>Lasted for 180 days or more</i>	Within 90 days after completion of military services
<i>Ends while you are hospitalized or convalescing from an injury or illness incurred in military service</i>	After you have recovered, but not more than two years after completion of the period of military service

Second, you must then notify the Board of Trustees **in writing** no later than 120 days after the applicable deadline above for applying for work in Covered Employment. The Board of Trustees will request you to provide written documentation regarding your military service.

If you have satisfied the requirements for protecting your rights as a veteran, and have provided the Fund Office with the documentation it requests to verify your military service, you will receive credit for eligibility and benefits under the Plan, although benefit service will be limited to a maximum of five years and will be reduced by previous periods of military service. Generally speaking, your benefits will be based on the number of hours you worked in Covered Employment during the 12-month period that immediately preceded your entry into military service.

“Service” means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard Duty, and a period for which you are absent from employment for a physical examination to determine your ability to perform military services.

If you die while performing qualified military service on or after January 1, 2007, your survivor(s) shall be entitled to pre-retirement death benefits provided under the Plan (other than benefit accruals relating to the period of military service) as if you had resumed active employment with the Employer and then terminated employment with the Employer on account of death. Vesting and service will be granted for the time spent in military service. Benefit accrual will **not** be granted for time spent in qualified military service.

## **CLAIMS AND APPEALS PROCESS:**

### **1. How do I make a claim for benefits?**

You can apply for benefits by obtaining a benefit application form by contacting the Fund Office at 5420 West Southern Ave, Suite 407, Indianapolis, Indiana, 46241, Phone: (513) 861-4800. You will be provided with the necessary benefit application forms, an explanation of the Qualified Joint & Survivor Annuities, and the spousal consent requirements. Complete the application and return it along with any other documentation that may be requested by the Board of Trustees (such as a copy of your birth certificate or marriage license). Benefit payments from the Plan will not start until your completed claim for benefits has been presented at the Board of Trustees meeting and approved for payment.

### **2. When will I be notified about the status of my application for benefits?**

The Fund Office will notify you whether your application has been approved or denied by the Board of Trustees within a reasonable period of time after receipt of your completed application. If you are applying for Disability Benefits, the Fund Office must notify you within 45 days. In the event further time is required to make a decision, you will receive a written explanation of why more time is necessary.

### **3. What information will I receive if my claim for benefits is denied?**

If your claim is denied, either totally or partially, you will be notified in writing. You will be told the specific reason(s) for the denial, as well as those portions of the Plan and/or rules and

regulations which you did not meet. You will also be provided with detailed information regarding the Plan's appeals process.

If your denial is for Disability benefits, you will also be provided with a discussion of the decision for disagreeing with or not following the views of health care and vocational professionals or a determination made by the Social Security Administration. If the denial is based on medical necessity or because the treatment was experimental or a similar exclusion or limit, you will be provided with either an explanation of the scientific or clinical judgement for the determination applying the terms of the Plan to your medical circumstances, or a statement that the explanation will be provided free of charge. You will also be provided with the specific internal rules, guidelines, or protocols the Plan relied upon in making the Disability benefit determination or a statement that they do not exist. You are also entitled to receive, upon request and free of charge, reasonable access to and copies of all information relevant to your claim for benefits.

#### **4. How do I appeal an adverse decision?**

If you do not agree with a claim denial, whether in whole or in part, or if you do not agree with how your claim was handled, or if you did not receive a decision within the applicable time period, you may request that a review be made of your claim. An adverse decision includes a rescission of Disability coverage.

In the event of a discrepancy between the records maintained by the Plan and your claim, the Trustees will rely upon the records established and maintained by the Plan unless shown that Plan records should be modified. The Board of Trustees will have the sole discretion to interpret the Plan and determine the proper benefit payable from the Pension Plan. You will have the burden of proving that Plan records should be modified.

You have 180 days following the date on which you are sent the written denial of your claim to appeal the determination to the Board of Trustees. The Trustees may grant an extension of time under certain circumstances. Your written appeal should be addressed to the Board of Trustees at 5420 West Southern Ave, Suite 407, Indianapolis, Indiana, 46241. If you choose to appeal the denial of your claim for benefits, you may submit written comments, documents, records, and other information relating to your claim to the Board of Trustees for their review in your appeal. The Board of Trustees will provide to you free of charge all documents, records, and other information relevant to your claim for benefits. In the case of an appeal of a Disability determination, you will be provided with a review that does not give deference to the initial denial and will be conducted by a Plan official who did not make the initial denial, nor the subordinate of that person.

You can legally authorize someone else to file your request for review and otherwise act for you. You and/or your representative can review materials in the Plan's files that are related to your claim. You and/or your representative can submit written comments and other material to support your request for appeal.

You can also make a written request for a personal appearance at a hearing before the Board of Trustees or have your legal representative appear for you. If you or your legal representative makes a personal appearance, it must be done at your own expense.

In the case of a Disability determination based in whole, or in part, on a medical judgment, a health care professional who has appropriate training and expertise in the field of medicine, and who was not consulted in connection with the initial application will be consulted. Any medical or vocational expert(s) whose advice was obtained in connection with the adverse determination will be identified. In addition, you will be provided with free of charge, any new or additional evidence or rationale relied upon in connection with your claim for benefit.

The Board of Trustees will consider your appeal at the regularly scheduled quarterly meeting. The Trustees will make benefit determinations upon appeal at the meeting that immediately follows the Plan's receipt of the request for review, unless the request is filed less than 30 days prior to the meeting. In such case, the Trustees may make the determination upon appeal at the second meeting. The Board will notify you in writing of its decision as soon as possible, but not later than five days after the benefit determination is made.

Any denial will be accompanied by (i) the specific reason for the appeal denial; (ii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; (iii) reference to the specific Plan provisions which the determination is based upon; (iv) a statement apprising you that you or your plan may have other voluntary dispute resolution options, and contacting your local United States Department of Labor Office and your state insurance regulatory agency is one way to find out what options may be available; and (v) a statement of your right to bring a civil action under Section 502(a) of ERISA. The Trustees shall have full authority to interpret the Plan's provisions and it is within the sole and absolute discretion of the Trustees to determine if you are entitled to receive a benefit and the amount of the benefit. The decision will be final and binding.

In the case of denial of a Disability appeal, you will also be provided a discussion of the decision for disagreeing with or not following the views of health care professionals or vocational experts or a Disability determination made by the Social Security Administration. You will be provided with the specific rules, guidelines, or protocols the Plan relied upon in making the Disability determination or a statement that they do not exist. If the Disability appeal denial is based on medical necessity, or because the treatment was experimental, or a similar exclusion or limit, you will be provided with either an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to your medical circumstances, or a statement that the explanation will be provided free of charge upon request.

## 5. What rights do I have following my appeal?

If you have exhausted your claim review and appeals rights under the procedures set forth in this section, you may pursue any other legal remedies available. This may include bringing a civil action under ERISA Section 502(a) for judicial review of the adverse determination regarding your claim in order to recover benefits due to you under the Plan's terms, to enforce your rights under the Plan's terms, or to clarify your rights to future benefits under the Plan. **There is a three year deadline for appeals.** This means that if you do not bring legal action within three years from the date that the Board provides you with written notice of its decision regarding your appeal of an adverse benefit determination, you will forever be barred from such action. You may obtain additional information about your right to pursue other legal remedies from the local office of the United States Department of Labor.

## MISCELLANEOUS:

### 1. Who administers the plan?

The Plan is administered by a Board of Trustees consisting of six voting Trustees. Three of these Trustees are designated by the Employers (Employer Trustees), and three are designated by the Union (Union Trustees).

### 2. Who contributes to the Plan?

Various contributing Employers make contributions to the Plan based upon the number of hours you work and the hourly contribution rate established in the Collective Bargaining Agreement or Participation Agreement. Only Employers are permitted to contribute to the Plan. Employees are not required, nor in fact permitted, to make contributions to the Fund.

### 3. How are the funds to provide pension benefits accumulated?

All of the contributions made to the Plan are held, invested, and distributed by the Board of Trustees in accordance with the provisions of the Plan Document and Trust Agreement. Plan assets are used for the exclusive benefit of participating employees, their beneficiaries, and for defraying the proper expenses of administering the Plan.

### 4. Are there legal documents covering the Plan?

Yes. This is only a summary of the more important features of the Plan. The legal documents containing all the details are on file with the Board of Trustees and consist of the Plan Document and the Trust Agreement. The administration of the Plan and Trust are governed in all respects by these legal documents and not this Plan Summary.

### 5. Can the Plan be amended?

Yes. The Trustees reserve the right to amend the terms of the Plan at any time.

### 6. Can the Plan be terminated?

Although it is not the intention of the Union or the participating Employers to terminate the Plan, the Board of Trustees and the sponsoring parties (the Union and Employers) have the right to terminate the Plan. This decision would be made through collective bargaining. Upon termination of the Plan, all contributions made to the Plan on your behalf would immediately cease. In addition, if the Plan were to terminate while you were actively employed, your accrued benefit as of the termination date would become fully vested to the extent funded. If the Plan were to terminate within ten years after a benefit increase, the amount of your benefit could be restricted according to IRS regulations.

The Trust Fund's assets would be used to provide accrued benefits to retirees, beneficiaries and active Participants, up to the total amount of assets in the Trust Fund. All distributions would be made in accordance with ERISA. After all obligations of the Plan have been satisfied, any remaining assets in the Trust Fund will be distributed to all Participants, retirees and beneficiaries on a pro rata basis.

## 7. Are my benefits under the Plan insured?

Your pension benefits under the Plan are insured by a federal insurance agency, the Pension Benefit Guaranty Corporation (PBGC). It must be noted that your Plan is a multiemployer plan. This type of 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 guaranteed by the PBGC is set by law. Currently, under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by 100% of the first \$11.00 of the monthly benefit accrual rate, and 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 guarantee for a retiree with 30 years of service would be \$12,870.00 per year.

The PBGC guarantee generally ***does*** cover:

- Normal and Early Retirement 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 less than five years from the date the Plan terminates or the time the Plan becomes insolvent, whichever occurs first;
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

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

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 212 PENSION PLAN  
PLAN SUMMARY SHEET**

<b>Effective Date:</b>	June 1, 1965
<b>Plan Year:</b>	May 1 <sup>st</sup> through April 30 <sup>th</sup>
<b>Current Benefit:</b>	0.75% of contributions up to \$5.20/hour
<b>Current Contribution Rate:</b>	Based on current negotiated Base Journeyman Rate
<b>Fully Vested:</b>	Five Years of Credited Service with at least one Hour of Service on or after May 1, 1997; 10 Years of Credited Service; or attainment of Normal Retirement Date
<b>Normal Retirement:</b>	Age 60 or the 5th anniversary of Plan participation, whichever occurs later
<b>Early Retirement:</b>	Eligible at age 55 with five Years of Service
Basic Early	Benefit is reduced 1/180 for each month that Early Retirement precedes Normal Retirement
Special Early	For participants with 20 Years of Service and 300 Hours of Service in the 12 months preceding retirement, the benefit is reduced 1/400 for each of the first 24 months and 1/150 for each of the next 36 months that Early Retirement precedes Normal Retirement.
Rule of 85	<p>For Participants with at least 1,000 hours of Credited Service earned after June 1, 1965 and who are at least age 55 and the sum of their age and Years of Credited Service in the Plan is at least 85 and have 300 Hours of Service in the 12 months preceding retirement.</p> <p>Effective for retirements on and after May 1, 2009, the 300 hours of Credited Service can be satisfied by working for an IBEW Signatory Contractor in another IBEW Local jurisdiction. These hours will be recognized for the purposes of determining eligibility for the Rule of 85, but not for benefits, so long as the Health and Welfare contributions generated by such work are reciprocated to the IBEW Local 212 Health &amp; Welfare Fund.</p>



**Disability Retirement:**

Eligible at Total and Permanent Disability with five Years of Service

Benefit is equal to the Normal Retirement Benefit, with no reduction for early commencement. Disabled participants with less than 5 Years of Service receive a payment equal to the total of contributions made to the plan. Disability Retirement benefits are payable at commencement of Social Security disability benefits, assuming timely application is made.

**Pre-Retirement Death:**

Married participants with five or more Years of Service are entitled to a benefit payable to surviving spouse equal to the Early Retirement benefit reflecting a Joint and 2/3<sup>rd</sup> Survivor annuity payment form with death immediately after Early Retirement. For deaths prior to age 55, the benefit is reduced 1/12 of 1% for each month, up to 120 months, that commencement precedes age 55.

Unmarried beneficiaries and surviving spouses of deceased participants with less than five Years of Service or who were married less than one year receive a payment equal to the total contributions made to the Plan.

**Payment Forms:**

Normal:

Single Life Annuity for single Participants and those married less than one year. Joint and 2/3<sup>rd</sup> Survivor Annuity for Participants married more than one year. Participants have the option of receiving a RIB. The minimum payment is equal to the total of contributions made to the Plan.

Optional:

Actuarially Equivalent 75% or 100% Joint & Survivor Annuity. Participants have the option of receiving a RIB. The minimum payment is equal to the total of contributions made to the Plan.

**Please note: This summary of the Plan's provisions is *only* a summary. The actual Plan document determines the provisions of this Plan, not this summary sheet.**

END OF DOCUMENT

**May, 2017**

