

SUMMARY PLAN DESCRIPTION
OF
IBEW LOCAL UNION NO. 212
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT TRUST FUND

AS AMENDED AND RESTATED

May 1, 2021

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I. Message from Trustees

To All Plan Participants and Beneficiaries:

The Trustees of the IBEW Local Union No. 212 Supplemental Unemployment Benefit Fund are pleased to present you with this updated Summary Plan Description or “SPD.” This SPD is only an illustrative summary of the more important features of the IBEW Local Union No. 212 Supplemental Unemployment Benefit Plan as the Plan exists as of May 1, 2021. This SPD is intended to describe to you the way in which the Plan operates, tell you what your benefits are, and inform you how and when you may obtain these benefits. It is our hope that you will find the information contained in this SPD helpful to your understanding of the Plan. Please read the information carefully.

It is the intention of the Trustees that this Plan, and any amendments to it, shall comply with the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, and any lawful regulations enacted pursuant to that statute. You may obtain additional information from the Plan Administrator at 5420 W. Southern Avenue, Suite 407, Indianapolis, IN 46241 or by telephone number (513) 861-4800.

While every effort has been made to make this SPD as accurate as possible, the final decision or determination in any matter involving your rights under the Plan is determined by the Board of Trustees, based upon the language of the official Plan Document and Trust Agreement and by the authorized interpretation of these documents by the Trustees in accordance with applicable law.

Sincerely,

The Board of Trustees

Employer Trustees:

Christopher Archiable

Kevin Broxterman

Mark Westrich

Union Trustees:

Scott Kenter

Jason Mischke

Tracy Thorner

II. Basic Plan Information

A. Name of the Plan

The name of the Plan is IBEW Local Union No. 212 Supplemental Unemployment Benefit Plan, hereinafter called the “SUB Plan” or “Plan.”

B. Important Addresses and Contact Information

The IBEW Local Union No. 212 SUB Plan is a collectively bargained Supplemental Unemployment Benefit Plan established and maintained by the IBEW Local Union No. 212 (the Union), the Cincinnati Chapter of the National Electrical Contractors Association (NECA), and the Joint Board of Trustees selected by the Union and NECA.

The address of the Union is:

IBEW Local Union No. 212
212 Crowne Point Place, Suite 101
Sharonville, Ohio 45241

The address of NECA is:

National Electrical Contractors Association
7815 Cooper Road, Suite B
Cincinnati, Ohio 45242

The address of the Plan Sponsor, the Joint Board of Trustees, is:

Joint Board of Trustees
IBEW Local Union No. 212 SUB Plan
212 Crowne Point Place, Suite 101
Sharonville, Ohio 45241

The identity and address of Fund Counsel is:

Ledbetter & Parisi, LLC
5078 Wooster Road, Suite 400
Cincinnati, Ohio 45226

The identity and address of the Third-Party Plan Administrator is:

Zenith American Solutions, Inc.
5420 W. Southern Avenue, Suite 407
Indianapolis, IN 46241

Participants and Beneficiaries, upon written request, may obtain information from the Plan Administrator as to whether a particular Employer or Employee Organization is a sponsor, and if so, the sponsor's address.

C. IRS Identification Number

The Employer Identification Number assigned by the Internal Revenue Service, U.S. Department of Treasury, to the Plan is 23-7278092 and the Plan Number assigned by the Plan Sponsor to the Plan is 503.

D. Type of Employee Welfare Benefit Plan

The IBEW Local Union No. 212 SUB Plan is an employee welfare benefit Plan that provides Supplemental Unemployment Compensation, Separation and Death Benefits to Participants and Beneficiaries who are eligible for benefits under the rules set forth in the Plan Document.

E. Type of Plan Administration

The IBEW Local Union No. 212 SUB Plan is administered by a Joint Board of Trustees.

F. The Plan Administrator/Plan Sponsor

The name, address and telephone number of the Plan Administrator is as follows:

Board of Trustees
IBEW Local Union No. 212 SUB Plan
c/o Plan Administrator
5420 W. Southern Avenue, Suite 407
Indianapolis, IN 46241
(513) 861-4800

G. Agent for Service of Legal Process

The name of the person designated as agent for service of legal process and the address at which process may be served on such person is:

Plan Administrator
Board of Trustees
IBEW Local Union No. 212 SUB Plan
5420 W. Southern Avenue, Suite 407

Indianapolis, IN 46241

Service of legal process may also be made on a Plan Trustee or Fund Counsel.

H. The Names, Titles and Business Address of the Current Trustees

Employer Trustees:

Christopher Archiable
Kevin Broxterman
Mark Westrich

IBEW Local Union No. 212 SUB Fund
c/o Cincinnati Chapter NECA
7815 Cooper Road, Suite B
Cincinnati, Ohio 45242

Union Trustees:

Scott Kenter
Jason Mischke
Tracy Thorner

IBEW Local Union No. 212 SUB Fund
c/o IBEW Local 212
212 Crowne Point Place, Suite 101
Sharonville, Ohio 45241

I. Collective Bargaining Agreement

The IBEW Local Union No. 212 SUB Plan is maintained pursuant to one or more Collective Bargaining Agreements between the Union and an Employer as defined in this Plan. Copies of which shall be furnished to Participants and Beneficiaries on written request to the Plan Administrator and are available for examination by Participants and Beneficiaries.

J. Source of Contributions

The SUB Plan receives Contributions from Employers who have entered into Collective Bargaining Agreements with the Union or into participation agreements with the Trustees that require Contributions to the SUB Plan; Contributions are not attributable to a salary reduction or an election by you. The amount of Contributions is negotiated and agreed upon by IBEW Local Union No. 212 and the Employers and/or Employer Association and expressed in a written

Collective Bargaining Agreement in the form of a specific payment related to each hour that an Employee is paid wages. The method by which the amount of Contribution is determined is based upon the recommendation of the Trustees of the Plan and ultimately decided by the parties who negotiate the Collective Bargaining Agreement.

K. Plan Requirements for Eligibility for Participation and Benefits

1. Eligibility for Plan Participants

All Employees employed or formerly employed under a Collective Bargaining Agreement that requires the Employer to make Contributions to the IBEW Local Union No. 212 SUB Fund are eligible to be Plan Participants. Other persons who come within the Plan definition of an "Employee," such as employees of the Union, the Joint Apprentice Training Committee and members of the IBEW Local Union No. 212 employed on a full-time and part-time basis by affiliated entities, may also participate in the Plan as long as Contributions are made on the Employee's behalf pursuant to a valid Participation Agreement. Owner-members may be eligible for participation if they meet the conditions in Section III(A)(6).

2. Eligibility for Plan Benefits

a) **Credits.** When you become eligible to join the Plan, a special account known as your Credit Account will be set up in your name. Benefits are determined based on this Credit Account. Individual Credit Accounts are bookkeeping entries only and are not individually funded. The account shall state the total amount of Contributions paid into the Fund on your behalf, less any benefits paid.

In addition, once each year an earnings credit will be calculated and may be allocated among the accounts of the active Participants. To be eligible for an earnings credit, you must have had a positive individual Credit Account balance on the last day of the Plan Year and on the date the credit is applied. An individual Credit Account will not receive an earnings credit if the amount of the earnings credit is less than \$10.00. Earnings credits are not guaranteed. Depending on the financial condition of the Plan, earnings credit may be applied at the sole discretion of the Board of Trustees.

As an eligible Participant, your right to receive Supplemental Unemployment Benefits is based upon how many credits you have earned under the Plan pursuant to a Collective Bargaining Agreement requiring payment of Employer Contributions into the IBEW Local Union

No. 212 SUB Fund, or pursuant to a similar plan that reciprocates contributions back to the IBEW Local No. 212 SUB Fund on your behalf.

You earn benefit credits at the rate of one dollar (\$1) or a fraction thereof for each dollar and any fraction thereof in Contributions paid into the Plan by your Employer. The maximum benefit that you may accrue in your Credit Account is \$25,000. If your Credit Account exceeds \$25,000, the excess amount over \$25,000 will be automatically transferred to your account in the Welfare Reimbursement Plan of the IBEW Local Union No. 212 Health and Welfare Fund. This automatic transfer of account balances exceeding \$25,000 will occur annually.

Retirees with a positive SUB Credit Account balance may make one-time or recurring transfers of their Credit Account balance to the Welfare Reimbursement Plan (WRP), subject to a quarterly election process. This option is only available to Retirees who are eligible for a tax-free WRP transfer, and the appropriate paperwork must be completed and turned in to the Plan Administrator. Retirees may make transfers to the Welfare Reimbursement Plan in increments of \$500.00, with a maximum of \$4,000.00 per quarter. All transfers to the Welfare Reimbursement Plan must be by advance written request before SUB benefits are payable. The deadline to submit a WRP transfer request is the 15th day of the month prior to the transfer date as shown below:

Transfer Date	Application Deadline
January 1	December 15
April 1	March 15
July 1	June 15
October 1	September 15

b) **Plan Benefits** At the present time, the Plan provides for Supplemental Unemployment Benefits that become payable in various forms under several types of circumstances. Benefits under this Plan are not vested and the assets in your account cannot be used for purposes other than those permitted by the Plan. A brief description of each form of benefit is as follows.

i) **Supplemental Unemployment Compensation** When, as an eligible Participant, you become involuntarily unemployed, the Plan pays a weekly benefit to you in an amount of \$230.00 until all benefits in the Credit Account are exhausted or you return to work. The Trustees may temporarily increase the weekly benefit amount. You will be notified if such an increase is approved.

An individual who is receiving a retirement benefit from the National Electrical Benefit Fund (“NEBF”) or the IBEW Local No. 212 Pension Fund is not eligible for the weekly Supplemental Unemployment Benefit.

It is your obligation to file for benefits under the Plan. You must register at the Union Hall no later than the Friday of the first full week for which you are claiming benefits. No benefits will be paid for any week prior to the date on which you first register at the Union Hall. Written proof of involuntary unemployment must be furnished to the Plan Administrator in support of any application for benefits.

If you have voluntarily resigned employment, SUB benefits under this Plan will be paid only upon the following conditions:

- a. Your showing of proof that the applicable state agency has approved your application for unemployment compensation; or
- b. Your showing of proof that you voluntarily quit employment due to the non-payment of fringe benefit Contributions by the Employer on your behalf; and
- c. You must complete all forms and provide all information required by the Trustees before being entitled to any benefits under the Plan. The Trustees are under no obligation or liability for the payment of any benefit claim or Plan asset distribution absent the filing of a written application for benefits by you or an eligible Beneficiary.

ii) Payment of Supplemental Unemployment Benefits is subject to the following requirements:

- a. You are eligible to receive a benefit for any week you are involuntarily unemployed (reduction in force, plant closing, etc.), and available for work through the Union Hiring Hall.
- b. Except where temporarily laid off (furloughed) or on vacation (see below), if you are laid off you must report to the Union Hiring Hall as soon as possible after becoming unemployed and request a job referral. In the event that a job referral is not given to you when first reporting to the Union Hiring Hall, you must be on the Local Union No. 212 Out-of-Work List and not working in the trade jurisdiction of the IBEW. Benefits will not be approved for any days prior to the date on which you report to the Union Hiring Hall for job referral. Benefits will not be approved until the Plan Administrator receives a copy of the termination notice prepared by the Employer and a certification from the Union that you are on the Out-of-Work List.

c. If you are on temporary layoff (furlough) or rotation, you may draw SUB benefits. However, benefits will not be paid until the Plan Administrator receives a copy of the temporary termination document prepared by the Employer.

d. If you accept referral to a short-term job (40 hours or less in duration), you will not be disqualified from receiving SUB benefits upon returning to the Out-of-Work List when the short-term job is completed.

iii) Supplemental Separation Benefit In certain circumstances, you may be entitled to a Supplemental Separation Benefit in an amount equal to your individual Credit Account balance if you become permanently separated from the Electrical Trade. The Supplemental Separation Benefit cannot be contingent either directly or indirectly upon your retiring. You are deemed to be eligible for a taxable cash distribution of your SUB Fund Account upon satisfying one of the following conditions:

a. You are permanently disabled and have received an award of permanent and total disability benefits from the U.S. Social Security Administration; or

b. There has been no activity in your account for twelve (12) consecutive months and you are not employed in the Electrical Trade.

The total amount of benefits paid under this provision of the Plan shall not exceed the equivalent of twice your annual compensation during the year immediately preceding the termination of your service based on working 2,000 hours at journeyman rate as set forth in the IBEW 212 Collective Bargaining Agreement in effect during that year. With respect to the foregoing, “annual compensation” means the total of all compensation, including wages, salary and any other benefit of monetary value, whether paid in the form of cash or otherwise, which was paid as consideration for your service during the year, or which would have been so paid at your usual rate of compensation if you had worked a full year.

The Supplemental Separation Benefit shall be paid to you in a lump sum distribution within a reasonable time after the application for benefits has been approved. All supplemental separation payments will be subject to a ten percent (10%) administrative fee that will be automatically deducted from the distribution. The purpose of this fee is to cover the Plan’s tax

burden (including FICA and unemployment taxes) in relation to the benefit to be paid from the Plan. Further, this benefit is subject to any applicable federal, state and local tax withholding requirements.

iv) Supplemental Death Benefit In the event that you die before incurring a Break-in-Service and while a balance remains in your individual Credit Account, the Trustees will pay to your designated Beneficiary a lump sum Supplemental Death Benefit in an amount equal to your individual credit balance after all Contributions have been credited to your account following your date of death. Your Beneficiary is a person whom you designate as the person you choose to receive any Death Benefits from the Plan. You must designate your Beneficiary on the IBEW Local Union No. 212 SUB Fund Beneficiary Designation Form. If you have failed to file a written designation of Beneficiary with the Trustees prior to your death, the Supplemental Death Benefit will be payable to your legal spouse or other designated beneficiary. If there is no surviving spouse and no beneficiary designation is on file, your benefit will be paid to your children. If you don't have any surviving children, your benefit will be paid to your surviving parents. If you don't have any surviving parents, your benefit will be paid to your estate.

All Death Benefits paid from the SUB Fund are subject to a ten percent (10%) administration fee that will be automatically deducted from the distribution. The purpose of this fee is to cover the Plan's tax burden (including FICA and unemployment taxes) in relation to the benefit to be paid from the Plan. Further, this benefit is subject to any applicable federal, state and local tax withholding requirements.

III. Other Important Information

A. Loss of Benefits

There are some circumstances that may result in disqualification, ineligibility, denial, loss, forfeiture or suspension of benefits that you or a Beneficiary might otherwise reasonably expect the Plan to provide. Those circumstances are generally described in this Section.

1. Cancellation of Credits

Each time you are paid any benefits from this Plan, your earned Credits are canceled dollar for dollar in your Credit Account. When all Credits have been canceled, you are ineligible to receive further benefits until you have earned additional Credits.

2. Break-in-Service/Forfeitures

Individual accounts are subject to the following forfeiture provisions:

If there has been no activity in your SUB account for eighteen (18) months, you are subject to a total forfeiture of the account. “Activity” means Contributions, benefit payments or elective transfers to the Welfare Reimbursement Plan, as well as Contributions made or owed to the IBEW Local 212 Pension Plan or Health Plan on your behalf.

You are deemed to have incurred a Break-in-Service resulting in a forfeiture of all accumulated credits and a loss of eligibility to receive any benefits from the Plan as of the date your account is determined to be inactive. An account becomes inactive when there have been no Employer Contributions paid or owed to the Plan on your behalf, benefit payments made under the SUB Plan to you, Welfare Reimbursement Plan transfers made to the account or Contributions received by the IBEW Local 212 Pension or Health Plans, for a period of eighteen (18) consecutive months. However, the foregoing Break-in-Service provision does not apply when the failure to pay Contributions is due to any of the following reasons:

- a.** You incurred an injury or illness compensable under Workers’ Compensation laws that is reported to the Plan Administrator in writing;
- b.** You sustained an injury or illness that is reported to the Plan Administrator in writing;
- c.** You were in the military service of the United States of America; or
- d.** You provide satisfactory proof that you are working in the Electrical Trade.

To aid in the administration of the foregoing forfeiture provision, the Third-Party Plan Administrator will provide you with an annual benefit statement that contains your SUB account balances, along with the date of last SUB activity and forfeiture rules. In addition to the annual statements, the Third-Party Plan Administrator will provide special notices at twelve (12) and sixteen (16) months of non-activity in your account. These special notices will advise you that your SUB account balance is subject to total forfeiture if activity is not resumed. A final notice

will be mailed upon forfeiture and will advise you of any appeal rights available under ERISA. All notices relating to forfeiture will be sent via regular U.S. first class mail to your last known address on file with the Plan Administrator. **It is your responsibility to keep the Plan Administrator updated of any change of address. The failure to do so may result in a forfeiture of all SUB Credits.**

3. Labor Dispute Disqualification

You may not receive Supplemental Unemployment Benefits from the Plan if you are unemployed because of a labor dispute or work stoppage directly involving IBEW Local Union No. 212 or because you are voluntarily not working in support of a strike or work stoppage of another union.

4. Vacation Disqualification

You may not receive benefits from this Plan for vacation purposes in lieu of working.

5. Availability for Work Disqualification

Supplemental Unemployment Benefits are not payable from this Plan whenever work is available through the Union Hiring Hall within the jurisdiction of IBEW Local Union 212.

6. Owner-Member Disqualification

For purposes of this Plan, an “owner-member” is an IBEW member who owns such an interest or controls such an interest in an electrical company that he controls, or has the right to control, his own employment and layoff and/or the preparation of his Employer remittance report forms relating to the dates and places of his employment, the number of hours worked and the amount of Contributions paid into the Trust Fund. The determination of whether you are an owner-member is within the Trustees’ sole discretion.

Owner-members are eligible to contribute to the Plan if certain conditions are met. An owner-member may not draw Supplemental Unemployment benefits if he controls his own terms of employment, to include but not limited to, hiring, termination, layoff, etc. An owner-member is eligible, however, for other benefits under the Plan. For an owner-member to participate, the owner-member must be an IBEW 212 member working at least some portion of his time under the

Collective Bargaining Agreement and the owner-member's employer must keep adequate records of the owner-member's time spent performing bargaining unit work.

7. Health and Welfare Benefit Disqualification

You are not eligible to receive Supplemental Unemployment Benefits if you are receiving disability benefits from IBEW Local Union No. 212 Health and Welfare Fund.

B. Return to Work After Separation

A former Participant who has exhausted his SUB credits is permitted to have Contributions credited on his behalf and renew his participation in the Plan.

C. Reciprocity Agreements

Sometimes employees who are members of unions other than IBEW Local Union No. 212 work temporarily under a Collective Bargaining Agreement requiring the payment of Contributions by their Employer into IBEW Local Union No. 212 SUB Fund on their behalf. When such employees belong to a union that also sponsors a SUB Plan and the Trustees of such SUB plan enter into a "reciprocity" or "reciprocal" agreement with the Trustees of the IBEW Local Union No. 212 SUB Plan, the Contributions paid into the Local 212 SUB Fund are periodically paid to such employees' home SUB Plan, after deduction of any administrative service charges required by the agreement. Eligibility for Supplemental Unemployment Benefits under such circumstances is determined by the Plan of the home fund and such Participant has no right to any benefits from the IBEW Local Union No. 212 SUB Plan.

If the home local of an employee working temporarily under a Collective Bargaining Agreement requiring Contributions to IBEW Local Union No. 212 SUB Fund does not sponsor a SUB plan for its members, or if the Trustees of such a SUB plan do not execute a reciprocal agreement with the Trustees of IBEW Local Union No. 212 SUB Fund, then such an employee participates in the IBEW Local Union No. 212 SUB Fund and is subject to the same service requirements as any other Plan Participant. This may result in a forfeiture of Contributions, credited service, years of service and Plan benefits, if such a temporary employee suffers a "Break in Service."

D. Erroneous Benefit Payments and Overpayments

If, for any reason, any benefit paid to you, a Beneficiary or any other person, is later determined to be in error, or wholly or partially in excess of the amount which such person was entitled to receive under the Plan, the Trustees may collect such erroneous benefit payment or overpayment by written demand, suit, arbitration or such other remedy as the law may provide. The Trustees may also reduce and/or withhold future benefits and/or contributions in the event you fail or refuse to repay the overpayment after 30 days have passed since the Trustees provided you with a written demand for repayment at your last known address. You may lose all or part of your earned Credits if the Trustees determine that you have made a material misrepresentation in connection with any application for benefits. Failure to return any erroneous benefit payment disqualifies you from receiving further or future benefits until repayment has been made in full together with any interest, legal expenses or costs that may have been incurred by the Trustees in attempting to recover the benefit.

Any Contributions deposited into an individual account by error for a Participant who is or becomes ineligible to participate in the Plan shall be either refunded to the Employer or distributed to the Participant at the Trustees sole discretion within 90 days of discovery.

The Plan shall not use any SUB benefits to recoup debts owed to any other Plans, including but not limited to the IBEW Local Union No. 212 Pension Plan and the IBEW Local Union No. 212 Health and Welfare Plan, the Union or any other entity, except as permitted by ERISA and/or the Internal Revenue Code.

E. Organizations Used by the Plan for Accumulation of Assets

The basic organization used by the Plan for the accumulation of assets and the payment of benefits is the IBEW Local Union No. 212 Supplemental Unemployment Benefit Trust Fund established in accordance with the Taft-Hartley Act. PNC Bank of Cincinnati, Ohio is the organization that serves as the initial depository for all Contributions paid into the IBEW Local Union No. 212 SUB Fund and is the institution from which benefit payments are issued by the Plan Administrator.

The Trustees are authorized to employ professional investment managers and advisors from time to time to invest Plan assets. At the present time, Strategic Capital Investment Advisors, Inc. is used as an investment advisor.

During the course of investing Plan assets, the Trustees and their investment advisors and managers accumulate Plan assets in numerous banks, building and loans, money market funds, bonds, and securities. The identity of such organizations necessarily changes from time to time. A current identification of such organizations used for the accumulation of assets can be obtained from the Plan Administrator upon written request.

F. Anti-Alienation

No benefits payable at any time under this Plan shall be subject to alienation, sale, transfer, pledge, attachment, assignment or encumbrance of any kind. Any attempt to do so shall be void.

G. Vesting of Benefits

No Employee, former Employee, retired Employee, Participant, Beneficiary or any other personal shall have any right, title or interest vested in any benefit under the Trust Agreement, Plan Document, or this Summary Plan Description.

H. Fiscal Year

For purposes of maintaining the Plan's fiscal records, the date of the end of the Plan year is April 30.

I. Plan Claims Procedure

1. Timeframes for filing claims for benefits:

a) Supplemental Unemployment Benefits: A claim for unemployment benefits should be filed as soon as possible, but no later than the Friday of the first full week for which you are claiming benefits. Benefits will not be paid retroactively, so you should not delay in filing.

b) Supplemental Separation Benefit: A claim for separation benefits may be filed after twelve (12) months of no activity in your SUB Account, but must be made prior to the date your SUB Account is forfeited.

c) Supplemental Death Benefits: A claim for Death Benefits shall be made within nine (9) months from the date of your death unless the Board of Trustees determines that there was good cause for the delay.

2. Procedures: You are required to comply with the following procedure in presenting claims for benefits:

a) The first step in applying for Supplemental Unemployment Benefits is to register at the Union Hiring Hall and file an application for benefits. Remember, you must register at the Union Hiring Hall no later than the Friday of the first full week for which you are claiming benefits. No benefits will be paid for any week prior to the date on which you first register at the Union Hiring Hall.

b) Second, you must also submit the necessary application forms and other papers either at the Union Hiring Hall or to the Plan Administrator at 5420 W. Southern Avenue, Suite 407, Indianapolis, IN 46241, no later than the Friday of the first full week for which you are claiming benefits. You may also be asked to sign a statement saying that you are unemployed and are actively seeking work.

c) If your claim is for a benefit other than Supplemental Unemployment compensation, complete all forms requested at the Benefit Office and provide all information that is requested.

d) In the event that your claim for benefits is denied in whole or in part, the Plan Administrator will notify you of the denial within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines special circumstances require more time for processing the claim. If the Plan Administrator determines that more time is needed, you will be informed of the extension and the reason for the extension in writing before the end of the 90-day period. The extension will last no more than an additional 90-day period.

Notice of a claim denial will be in writing and will state:

- i. The specific reason or reasons for the denial;
- ii. Specific reference to the Plan provisions on which the denial is based;
- iii. A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- iv. An explanation of the Plan's claim review procedure including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

Within 60 days after your receipt of the written notification of denial of a claim, you may, by written application to the Trustees, request a review of the claim by the Board of Trustees. As

a claimant appealing a decision of the Trustees, you can submit written comments, documents, records and other information relating to the claim in support of the appeal. You will also be provided, upon written request, reasonable access to, and copies of all documents, records and other information relevant to the claim for benefits. This information will be provided free of charge.

When the Trustees review the appeal, they will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Trustees will make a decision on the appeal no later than the date of the next Trustees meeting that follows your request for review. However, if the request for review is filed within 30 days of the next Trustees meeting, the Trustees may wait to review the claim until the second meeting following the request for appeal. If special circumstances exist, such as the need to prepare and process more information before the review, the review may take place at the third meeting following the appeal. If an extension is required because of special circumstances, the Plan Administrator will give you written notice describing the special circumstances before the extension of time begins.

The Plan Administrator will notify the claimant of the Trustees' decision as soon as possible, but not later than five (5) days following the decision. The notification of the decision will be sent to you in writing or electronically. In situations where the Trustees have elected to deny the claim, your notification will contain the following items:

- i. The specific reason(s) for the denial;
- ii. Reference to the specific Plan provision that is the basis for the Trustees' decision;
- iii. A statement that you are entitled, upon request, to free access to copies of all documents, records, and other information relevant to the claim for benefits; and
- iv. A statement describing any voluntary appeal procedures offered by the Plan and a statement regarding your right to bring an action under Section 502(a) of ERISA.

J. Three-Year Limitation Period

No action in law or in equity shall be brought by any Participant or Beneficiary after the expiration of three (3) years from the date that the Board provides written notice of a decision on

an appeal of an adverse benefit determination. Failure to bring an action within this three (3) year period shall forever bar such action.

K. Restriction on Venue

A Participant or Beneficiary shall only bring an action in connection with the Plan in the United States District Court for the Southern District of Ohio.

L. Unclaimed Benefits

If any benefit payment is authorized by the Trustees out of the Trust Fund and is unclaimed for a period of two (2) years, the benefit sum reverts to the Trust Fund.

M. Disclaimer

The Trustees have been authorized by the sponsoring organizations, IBEW Local Union No. 212 and the Cincinnati Chapter of NECA, to establish and maintain the Plan, to determine eligibility of employees for benefits and make such rules and regulations as they deem appropriate to accomplish the purposes for which the Trust was created. The Trust and this Plan may be terminated at any time by resolution of the Union and the Employers or when there is no longer in effect a Collective Bargaining Agreement requiring the Employers to make Contributions to the Plan. This Plan may be amended, modified or terminated by the Trustees at any time. The Trustees have full, complete and exclusive authority to interpret and administer this Plan within their absolute discretion to effectuate the purposes of the Trust and this Plan.

Tax laws change frequently. The Plan will withhold applicable taxes and pay FICA and FUTA taxes when required to do so in the opinion of legal counsel. The Trustees make no guarantee that any amount paid to you or for your benefit under this Plan will be excludable from your gross income for federal or state income tax purposes or that any other federal or state tax treatment will apply to or be available to you. It shall be your obligation to determine whether the receipt of any benefits payable from the Plan is excludable from your gross income for federal, state and local income tax purposes.

N. Additional Information

If you have questions or need more information about this Plan, you may contact the IBEW Local Union No. 212 Plan Administrator at the following location and telephone number:

IBEW Local Union No. 212 SUB Plan
5420 W. Southern Avenue, Suite 407
Indianapolis, IN 46241
(513) 861-4800

O. Participants' and Beneficiaries' Rights under ERISA

As a Participant in the IBEW Local Union No. 212 Supplemental Unemployment Benefit Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as union halls and work sites where at least 50 Plan Participants are customarily employed, all Plan documents, including insurance contracts, Collective Bargaining Agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions;

2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator, subject to the Administrator's making a reasonable charge for such copies;

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the summary annual report.

4. Obtain a statement telling you whether you have a right to receive a Plan benefit and if so, what your benefits would be under the Plan. If you do not have a right to a Plan benefit, the statement will tell you how many Credits or years of service you have to attain in order to be eligible to receive Plan benefits. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA,

there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or 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 United States Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs, and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

If you have any questions about this statement of your rights under ERISA, you should contact the Plan Administrator or the nearest area office of the Department of Labor, Employee Benefit Security Administration.

END OF DOCUMENT