

**NEW JERSEY ELECTRICAL WORKERS  
TEMPORARY DISABILITY BENEFIT TRUST FUND**

**Temporary Disability Benefit Program**

**and**

**Supplemental Disability Benefit Program**

**Effective January 1, 2013**

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**Plan Administrator**

**I.E. SHAFFER & CO.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628  
Tel: (800) 792-3666  
Fax: (609) 883-7566**

## **NEW JERSEY ELECTRICAL WORKERS TEMPORARY DISABILITY BENEFIT PROGRAM**

The following is a brief outline of your **Temporary Disability Benefit Program**. These benefits are paid to all eligible employees during periods of disability which are **not work-connected**. The employer is required to pay the total cost of providing this coverage. No employee contributions are necessary.

Disability must occur while employed by a covered employer of the New Jersey Electrical Workers Temporary Disability Benefits Trust Fund or within twenty-eight 28 days of the termination of such employment provided the member remains unemployed by a subject employer during said 28 days. For disabilities which occur in excess of 28 days of termination of such employment, please refer to the Supplemental Disability Benefit section below.

### **Maximum Duration**

Temporary Disability Benefits are payable for up to 26 weeks for each **“PERIOD OF DISABILITY.”** **“PERIOD OF DISABILITY”** is defined under definitions in Section 43:21-27 of the New Jersey Temporary Disability Benefit Law.

### **Benefit Amount Payable**

The amount Temporary Disability Benefit payable is two-thirds of the employee’s average weekly pay, up to a maximum of **\$642 per week**. The minimum benefit is **\$294 per week**. This benefit commences on the first day of disability due to accident and on the fourth day of disability due to sickness. If benefits are payable for three consecutive weeks or more, then benefits shall be payable from the first day of sickness. Employees can request that the average weekly wage be calculated using 26 weeks if the 8 week calculation does not equal their average weekly wages.

## **NEW JERSEY ELECTRICAL WORKERS SUPPLEMENTAL DISABILITY BENEFIT PROGRAM**

The following is a brief outline of your **Supplemental Disability Benefit Program**. These benefits are paid to all eligible employees during periods of disability which are **not work-connected and where the covered individual has been out of work for more than 28 days**.

Disability must occur while the eligible individual **has been unemployed for a continuous period of more than 28 days**. An application for Temporary Disability Benefits must be filed and submitted to I. E. Shaffer & Co. or to the State of New Jersey. The claimant’s last employer must have been a covered employer of the New Jersey Electrical Workers Temporary Disability Benefits Trust Fund.

### **Maximum Duration**

Supplemental Disability Benefits are payable for up to a **maximum of 26 weeks per 12-month period starting from the date of the first covered Supplemental Disability Claim**.

### **Benefit Amount Payable**

The amount of Supplemental Disability Benefits payable is the difference between the amount received from the State Plan Disability and two-thirds of the claimant's average weekly pay up to the current maximum weekly benefit level of \$642 per week (the minimum benefit is \$294 per week) as provided to all covered eligible employees by the New Jersey Electrical Workers Temporary Disability Benefit Trust Fund. Copies of State Plan check stubs (**unless State Plan Benefits have been exhausted**) must be submitted monthly to I. E. Shaffer & Co. for supplemental benefit payments to be made.

### **EXCLUSIONS**

1. No Temporary Disability Benefits will be paid for a period of disability caused by accident or sickness for which benefits are payable under workmen's compensation, employer's liability law or unemployment compensation law or Social Security Disability.
2. No Supplemental Disability Benefits will be paid for a period of disability caused by accident or sickness for which benefits are payable under workmen's compensation, employer's liability law or unemployment compensation law or Social Security Disability, or before the claimant has sustained more than twenty-eight (28) days of continuous unemployment.
3. No Temporary Disability or Supplemental Disability Benefits will be paid for any period during which the employee is not under the care of a legally licensed physician, practicing psychologist, dentist, chiropractor, podiatrist, optometrist advanced practice nurse, or certified nurse midwife who shall certify within the scope of the practitioner's license, the disability, duration thereof and where applicable, the medical facts within the practitioner's knowledge.
4. No Temporary Disability or Supplemental Disability Benefits shall be payable for any period of disability due to willfully and intentionally self-inflicted injury, or to injury sustained in the perpetration by the employee of "a crime of the first, second, third or fourth degree", or for any period during which a covered individual would be disqualified for unemployment compensation benefits for gross misconduct under N.J.S.A 43:21-5.
5. No Temporary Disability or Supplemental Disability Benefits will be paid for any period of disability during which the employee performs any work for remuneration or profit.
6. No Temporary Disability or Supplemental Disability Benefits will be paid for addiction to drugs unless the following two conditions are met:
  - a. The employee must produce a certification by a physician that the employee is medically unable to work, and
  - b. That the employee is participating in a recognized rehabilitation program.

## **FILING A CLAIM**

Claims for Temporary Disability and Supplemental Disability Benefits should be filed with:

**I.E. Shaffer & Co.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628  
(800) 792-3666**

Written notices of a claim must be given within 30 days after commencement of disability.

If a claim is denied by the Fund and you disagree with the decision and have information which warrants reconsideration by the Fund, you should forward such information immediately to I. E. Shaffer & Co., PO Box 1028, West Trenton, NJ 08628 and to the Disability Insurance Service, Bureau of Private Plans, PO Box 957, Trenton, New Jersey 08625-0957.

## **YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (“ERISA”)**

As an employee eligible under the New Jersey Electrical Workers’ Temporary Disability Benefit Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA states that all eligible employees will be entitled to:

- Examine without charge at I.E. Shaffer & Company, 830 Bear Tavern Road, PO Box 1028, West Trenton, NJ 08628, all Plan documents including collective bargaining agreements and copies of all such documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and descriptions of the Plan.
- Obtain copies of all Plan documents and other Plan information upon written request to the Board of Trustees. The Trustees may make reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Trustees are required to furnish every participant with a copy of this summary.

The Trustees and anyone else with responsibility for managing or operating the Plan have certain obligations under the law. These “fiduciaries” must operate the Plan prudently and in the interests of you and other Plan Participants and beneficiaries. You have a right to get your benefits under the provision of the Plan and under ERISA. No one, whether employer, union or anyone else, can discriminate against you because you pursue your rights.

If your claim for a 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 Trustees 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 thirty (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 \$100.00 a day until you receive them unless the materials were not sent because of reasons beyond the control of the Trustees. 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 file suit in a federal

court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

**IF YOU LOSE, THE COURT MAY ORDER YOU TO PAY THESE COSTS AND FEES, FOR EXAMPLE, IF IT FINDS YOUR CLAIM FRIVOLOUS.**

If you have any questions about the Plan, this statement, or your rights under ERISA please contact:

Board of Trustees  
New Jersey Electrical Workers  
Temporary Disability Benefit Trust Fund  
c/o I.E. Shaffer & Co.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628  
(800) 792-3666

You may also direct any such questions to the nearest office of the Office of Pension-Welfare Benefit Programs, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.

**ADDITIONAL INFORMATION REQUIRED BY THE  
EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (“ERISA”)**

1. The name, address and telephone number of the Plan:  
  
New Jersey Electrical Workers Temporary Disability Benefit Trust Fund  
c/o I.E. Shaffer & Co.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628  
(800) 792-3666
  
2. The type of Plan:  
  
A Temporary Disability Benefit Plan.
  
3. The type of administration of the Plan:  
  
Collectively Bargained Jointly-Trusteed Labor-Management Trust
  
4. Name and address of the person designated as agent for the service of legal process:  
  
Glenn Shaffer  
c/o I.E. Shaffer & Co.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628  
(800) 792-3666

In addition, service of legal process may be made upon an individual Trustee.

5. Name and Address of the Plan Administrator:

Glenn Shaffer  
c/o I.E. Shaffer & Co.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628  
(800) 792-3666

6. Names and addresses of the Board of Trustees:

Employer Trustees

James K. Estabrook, Esq.  
Lindabury, McCormick, Estabrook  
& Cooper, PC  
53 Cardinal Drive  
PO Box 2369  
Westfield, NJ 07091

William H. Jones, III  
44 Deans Lane  
Monmouth Jct., NJ 08852

Elizabeth Engert Manzo, Esq.  
Lindabury, McCormick, Estabrook  
& Cooper, PC  
53 Cardinal Drive  
PO Box 2369  
Westfield, NJ 07091

Keith R. McMurdy, Esq.  
Fox Rothschild, LLP  
100 Park Ave, Suite 1500  
New York, NY 10017

Union Trustees

Patrick DelleCava  
IBEW Local Union 102  
50 Parsippany Road  
PO Box 5355  
Parsippany, NJ 07054

Richard K. Dressel  
IBEW Local Union 164  
205 Robin Road  
Paramus, NJ 07652

Guy Peterson  
IBEW Local Union 400  
3301 Highway 138 East  
PO Box 1256  
Wall, NJ 07719

Joseph V. Egan  
IBEW Local Union 456  
1295 Livingston Ave.  
North Brunswick, NJ 08902

7. A description of the relevant provision of any applicable collective bargaining agreement:

The collective bargaining agreement between IBEW Local No. 102, IBEW Local No. 164, IBEW Local No. 400, and IBEW Local No. 456 and the Northern New Jersey Chapter NECA provides for contributions to the Plan. A copy of the collective bargaining agreement may be obtained upon written request by a Participant to the Plan Administrator and is available for examination at Local Union No. 102, Local Union No. 164, Local Union No. 400, and Local Union No. 456.

8. Source of financing of the Plan and identity of any organization through which benefits are provided:

Payments made to the Plan by the Contributing Employers are in accordance with the collective bargaining agreements. Benefit payments are provided directly from the assets of the Plan which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund, known as the New Jersey Electrical Workers Temporary Disability Benefit Trust Fund, for the purpose of providing benefits to Covered Participants.

9. Date of the end of the fiscal year:

December 31<sup>st</sup>

10. Internal Revenue Service Plan Identification Number:

EIN 22-1714827 PN 501

11. Remedies available under the Plan for the redress of claims which are denied in whole or in part, including provisions required by Section 503 of the Employee Retirement Income Security Act of 1974 (“ERISA”):

(a) Upon making an application for benefits, a review of eligibility status will be made by the Administrator. Any claimant whose claim has been denied as the result of not meeting the eligibility rule may make a request, in writing, for a review of his eligibility status.

(b) The claimant must file his request for review in writing stating clearly the reason or reasons for his disagreement as to the denial of his claim. The letter should be directed to:

New Jersey Electrical Workers Temporary Disability Benefit Trust Fund  
c/o I.E. Shaffer & Co.  
830 Bear Tavern Road, PO Box 1028  
West Trenton, New Jersey 08628

The request for the review of the claim should be made within sixty (60) days of the date the claim is denied for payment. Upon receipt of the request for reconsideration, the Trustees or an agent appointed by the Trustees shall review all matters pertaining to the request. The Claimant shall be notified promptly of the findings, but not later than sixty (60) days after his request for review.

### **IMPORTANT**

**THE FOREGOING SUMMARY OF THE PLAN THAT APPEARS IN THIS BOOKLET IS INTENDED TO PROVIDE ELIGIBLE EMPLOYEES WITH INFORMATION ABOUT THE IMPORTANT FEATURES OF THE PLAN. THE ACTUAL PLAN DOCUMENT WHICH IS ALSO PART OF THIS BOOKLET IS THE FINAL WORD ON ELIGIBILITY FOR BENEFITS, AMOUNTS OF BENEFITS, FILING REQUIREMENTS, ETC. AND WILL PREVAIL IF THERE IS ANY INCONSISTENCY BETWEEN THE PLAN DOCUMENT AND THE SUMMARY. THE FULL PLAN DOCUMENT IS AVAILABLE AT THE FUND OFFICE.**