

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

**Temporary Disability Benefit Program**

**and**

**Supplemental Disability Benefit Program**

**Effective January 1, 2019**

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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 **\$715 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 **\$715** 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, P.O. Box 1028  
West Trenton, New Jersey 08628  
(800) 792-3666

Written notices of claims must be given within 30 days after commencement of disability. Such claim must include medical support from a physician for the Participant's claim for disability benefits. The Trustees have 45 days to decide the claim and to notify the Participant if the claim is denied in whole or in part. Under special circumstances, the Trustees may take up to an additional 30 days to review the claim if the Trustees determine that such an extension is necessary. If an extension of time is required, the Participant will be notified before the end of the initial 45-day period of the circumstances requiring the extension, and the date by which the Trustees expect to render a decision.

## **YOUR APPEAL RIGHTS**

If a Participant's claim for disability benefits is denied, in whole or in part, the Participant will receive a notice of denial in written form in accordance with the timeframes noted immediately above. The notice will include the following:

- The specific reason(s) for the denial;
- Reference to the specific Plan provision(s) on which the determination is based;
- A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Participant's claim for benefits;
- A description of the Plan procedures and time limits for appeal of a benefit denial and the right to sue in federal court;
- Disclosure of any internal rule, guideline, protocol or similar criteria that was used when making the benefit denial or a statement that such information was relied upon when making the benefit denial and will be provided free of charge upon request; and
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following (a) the views of health care or vocational professionals who evaluated or treated the Participant, (b) the views of medical or vocational experts whose views were presented, or (c) a disability determination made by the Social Security Administration.

If any new or additional rationale or evidence will be considered, relied upon, or generated by the Plan or other person making the benefit determination in connection with the claim, said rationale shall be disclosed or such evidence shall be provided as soon as possible and sufficiently in advance of the date on which the benefit determination is required to be issued and the employee must be given a reasonable opportunity to respond to such new or additional rationale or evidence prior to that date.

Upon request, the Trustees will provide the Participant with a statement identifying those medical or vocational experts whose advice was obtained in connection with the appeal.

The Trustees will provide a benefit denial notice in a non-English language, if a person's address is in a county where 10 percent (10%) or more of the population is literate only in the same non-English

language, benefit denial notices will include a prominent statement in the relevant non-English language about the availability of language services.

If a Participant disagrees with the denial of a claim, the Participant may appeal that decision. A Participant must appeal, in writing, and state the reasons why the Participant disagrees with the denial of such claim. A Participant's appeal must be filed within 180 days after receiving the notice denying their claim. If a Participant fails to file a written appeal within the applicable time period the claim will be deemed permanently waived and abandoned.

A Participant must submit all documents and written arguments they want considered within the appeal. Upon request, the Trustees will identify any medical or vocational experts they consult.

The Trustees have 30 days to make a decision on a Participant's appeal and to notify the Participant if the denial claim is upheld. Under special circumstances, the Trustees may take up to an additional 30 days to review an appeal if determined that such an extension is necessary. If an extension of time is required, the Participant will be notified before the end of the initial 30-day period of the circumstances requiring the extension and the date by which the Trustees expect to render a decision.

If a Participant's appeal is denied, the notice of the appeal denial will be in the same form as the original notice of denial and contain the same information.

Before commencing legal action to recover benefits or to enforce or clarify rights, a Participant must completely exhaust the claims procedure for this Plan. A Participant who has exhausted these procedures and is dissatisfied with the decision on appeal of a denied claim may bring an action under Section 502 of ERISA in an appropriate court to review the decision on appeal, but only if the action is commenced no later than 1 year from the date of the final written denial issued by the Trustees. Any action brought after 1 year is barred. Any action brought against the Plan by a Participant may only be brought in the United States District Court for the District of New Jersey.

### **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 \$110.00 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 Employee Benefits Security Administration, 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. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**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:

Jon Levine  
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:

Jon Levine  
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

Union Trustees

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

Daniel Gumble  
IBEW Local Union 164  
205 Robin Road  
Paramus, NJ 07652

Robert Shimko  
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 denial should be made within 180 days of the date the claim is denied for payment. Upon receipt of the request for review of the claim denial, 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 of the denial. Additional information on filing a request for review of a denial is set out above under the heading “Your Appeal Rights”.



## **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.**