

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

Temporary Disability Benefit Program

Effective January 1, 2023

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 an 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 contributing 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**.

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. Employees seeking benefits have sixty (60) days from the commencement of a period of disability to apply for benefits. For employees who apply more than sixty (60) days after the commencement of a period of disability, the claim will be payable starting sixty (60) days prior to the application for benefits unless the employee can show that it was not reasonably possible to apply for benefits within the initial sixty (60) days following the commencement of the period of disability.

Benefit Amount Payable

The amount of Temporary Disability Benefit payable is 85% of the employee’s average weekly pay, up to a maximum of **\$1,025 per week (70% of the Statewide average weekly wage)**. The weekly benefit is determined based upon the employee’s average weekly earnings over the employee’s most recent eight (8) week period of employment with the most recent employer or all employers during that time period, whichever is greater. If the weekly benefit determined using the employee’s most recent eight (8) week period of employment is less than the maximum weekly benefit, an alternative determination will be made based upon the employee’s average weekly earnings over the employee’s most recent fifty-two (52) week period of employment with the most recent employer or all employers during that time period, whichever is greater. The employee is entitled to receive the highest benefit derived from any calculation provided herein up to the maximum. 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.

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 an employee 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 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.

PARTIAL DISABILITY BENEFITS

With respect to a period of disability of an employee who is otherwise eligible for benefits but only able to return to work on a reduced basis while recovering from the disability, the employee, if permitted by the employer to return to work on the reduced basis, shall be paid an amount of benefits with respect to that week such that the sum of the wages and those benefits paid to the employee, rounded to the next lower multiple of \$1.00, will equal the weekly benefit amount the employee would have been paid if totally unable to perform the duties of employment due to disability, conditioned on the following: (1) The employee must have been totally unable to perform the duties of employment due to disability and receiving full benefits for at least seven consecutive days prior to claiming partial benefits under this subsection; (2) The maximum duration of partial benefits paid pursuant to this subsection is eight weeks, unless the Trustees, after a review of medical documentation from a qualified healthcare provider, approves in writing an extension beyond eight weeks, but in no case shall the duration be extended to more than 12 weeks; and (3) If the employee is able to return to work on a reduced basis but the employer is unable or otherwise chooses not to permit the employee to do so, the employee will continue to be eligible for benefits until the employee is fully recovered from the disability and able to perform the duties of employment.

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 employee's claim for disability benefits. The Trustees have 45 days to decide the claim and to notify the employee 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 employee 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.

With respect to any period of disability, if an employee knows in advance when the period will commence, the employee may notify the Trustees of the anticipated period of disability and submit to the Trustees a claim for benefits for that period, which shall include a statement of when the period will commence and any certification requested by the Trustees pursuant to this section, prior to, but not more than 60 days prior to, the date on which the period will commence. The Trustees shall process that claim immediately and, upon finding that the claim is valid, shall pay the benefit upon the commencement of the period, except that if the Trustees receive the claim not less than 30 days before the commencement of the period, the Trustees shall make the payment not more than 30 days after the receipt of the claim.

YOUR APPEAL RIGHTS

If a employee's claim for disability benefits is denied, in whole or in part, the employee 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 employee 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 employee'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 employee, (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 employee 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 an employee disagrees with the denial of a claim, the employee may appeal that decision. An employee must appeal, in writing, and state the reasons why the employee disagrees with the denial of such claim. An employee's appeal must be filed within 180 days after receiving the notice denying their claim. If an employee fails to file a written appeal within the applicable time period the claim will be deemed permanently waived and abandoned.

An employee 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 an employee's appeal and to notify the employee 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 employee 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 employee'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, an employee must completely exhaust the claims procedure for this Plan. An employee 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 an employee may only be brought in the United States District Court for the District of New Jersey.

Alternatively, and consistent with N.J.A.C. §12:18-2.6, an employee who disagrees with the denial of a claim may file an appeal using the New Jersey state-approved form with the Division of Temporary Disability Insurance in the Department of Labor and Workforce Development within one (1) year after the beginning of the period for which benefits are claimed. This appeal must be filed with the Division of Temporary Disability Insurance, Labor Building, PO Box 957, John Fitch Plaza, 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 employee 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 employees 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

Union Trustees

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

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

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

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

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 agreements:

The collective bargaining agreements 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 agreements may be obtained upon written request by an employee to the Plan Administrator and are 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 agreements 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 employees.

9. Date of the end of the fiscal year:

December 31st

10. Internal Revenue Service Plan Identification Number:

EIN 22-1714827 PN 501