

## **ELIGIBILITY**

A person will become eligible for Disability Benefits if:

Such person was employed in covered employment\* in the electrical construction industry\*\* and he has had continuous coverage under this Plan or the Plan in which apprentices of Local 617 participate, for at least 58 of the 60 months immediately prior to the date of disability.

The Board of Trustees recently simplified the rules by requiring that the IBEW Local 617 member be a Participant in the Plan and eligible for medical at the time the disability is incurred. The benefit will be provided for up to twelve months for each disability. There is, however, an exception if you have worked for a non-signatory electrical contractor as no disability benefit is paid in that situation. Any participant in the Plan under prior Disability rules will be grandfathered under the rule in effect when his or her disability commenced

\*For the purpose of eligibility “covered employment” means any month in which a person has been working for a participating employer (one who is signatory to a collective bargaining agreement with I.B.E.W. Local 617), or has made a self-payment.

\*\* The term “electrical construction industry” shall include any public or private employment in a unit represented by I.B.E.W. Local 617 for which contributions are paid or required to be paid to this Trustee for the Disability Plan including work covered as described above in a through d.

## **AMOUNT OF DISABILITY BENEFIT**

The Disability Benefit consists of a maximum monthly amount of \$1000. Benefits will commence on the last day of the month in which the completion of the elimination period below occurs. Benefit payments shall be pro-rated on a daily basis for the month

benefits commence and for the month benefits cease. This amount may be changed in the future.

## **ELIMINATION PERIOD**

A person must be continuously and totally disabled for a period of thirty (30) days before being eligible for paid benefits. Total disability will be deemed to have commenced as of the first visit with a licensed physician or hospital for such disability.

## **BENEFIT PAYMENTS**

For disabilities, which occur up to age 63, benefits shall cease for the months following attainment of age 65, upon recovery, death, or as provided as the following paragraph below,

Whichever shall occur first:

- a. After 12 months of benefits payment, or
- b. Upon recovery, or
- c. Upon death.

Disability payments will be made to persons meeting the qualifications for a period commencing with the last day of the month in which the completion of the elimination period occurs, after commencement of a certified disability and ending upon the date of recovery or as otherwise provided.

Benefits will stop with the month that any beneficiary accepts a benefit payment from any electrical industry Retirement Plan (e.g., NEBF, IBEW or the San Mateo County Electrical Industry Retirement Trust).

Benefit payments will stop with the first month that a beneficiary starts to receive regular Social Security benefits (not Social Security Disability benefits).

In no event shall benefit payments, in the aggregate, exceed 12 months for any one related disability.

## **DEFINITION OF A DISABILITY**

A person will be considered “disabled” during the 12 months of disability if unable, solely because of disease or injury, to work as an electrician as determined by the Board of Trustees.

To be considered disabled, a person must be under the care of a licensed physician and cannot be registered on the IBEW Local 617 out-of-work list.

Proof that a person continues to be disabled may be required at reasonable intervals by the Trust. If a person fails to furnish proof or refuses to be examined by a physician (designated and paid for by the Trust), such person will no longer be considered disabled. Disability benefits under the Plan will be suspended for lack of cooperation.

## **BENEFITS IMPROPERLY PAID**

Any benefit paid to a person not entitled thereto shall be repaid to the Trust.

Notwithstanding any other provisions of this Plan, if such improper payments are not repaid to the plan, overpayments shall be deducted from future benefits payable to the recipient.

## **PERIODS OF DISABILITY**

Periods of disability are defined as follows:

- A. Participant shall receive a lifetime maximum of a 24 monthly benefit for each related period of disability;
- B. A disability for an unrelated cause shall be payable only if separated by 12 months after returning to active service and the qualifying requirements stated under the eligibility section;
- C. Only one elimination period will be required with respect to successive periods of disability, which are considered as one period of disability; and
- D. Under the Plan, pregnancy shall be considered as a related disability.

## **LIFE, AD&D, MEDICAL AND DENTAL BENEFIT CONTINUATION**

This Plan shall pay the total cost of the Plan's Life, AD&D, Medical and Dental coverages for a person receiving disability benefits from the Plan for more than 50% of the month, but not to exceed 24 months for any one eligible disability.

## **EXCLUSIONS**

Certain disabilities are beyond the scope of this Disability Benefit Plan. Therefore, a person will not receive benefits for disability arising from any of the following causes:

- A. Intentional self-inflicted injuries, alcoholism or drug abuse;
- B. The commission of, or participation in crime (and no actual conviction is required);
- C. An act of war, (whether declared or not), insurrection, rebellion or participation in a riot or civil commotion; and
- D. Where such bodily injury or disease is due to such person's willful engagement in any illegal activity or occupation or the self-inflection of such, or any other injury resulting from chronic alcoholism, use of alcohol, or the use of narcotics unless the same were administered pursuant to the orders of a licensed physician.

## **THIRD-PARTY RESPONSIBILITY**

If an eligible person's disability is caused by an act or omission of a third party, the disabled participant is required to assign his or her claim for reimbursement, indemnification, damages or other redress to the Plan up to the amount of disability benefits paid or payable to the disabled person. As a condition for receipt of benefits under the Plan, any such disabled participant agrees to reimburse the Plan for any recovery from a third party and/or agrees to permit the Plan to intervene or otherwise participate in any lawsuit, arbitration or other proceeding.