LOSS OF TIME BENEFITS (DISABILITY BENEFITS)

If you have questions about the Loss of Time Benefits available under the Plan, please call the Fund Office.

Eligibility for Benefits

To be eligible for weekly income benefits, an Eligible Employee must meet all of the following requirements:

- You must be Totally Disabled as a result of non-occupational Injury or Sickness and be completely unable to perform each and every duty of your occupation or employment.
- You must be Covered under the medical and loss of time portions of the Plan on the date your Total Disability begins.
- You must be under the care of a Physician of medicine for the Total Disability.
- You must have used all accrued benefits for sick leave.
- You must not be receiving salary, wages or unemployment compensation.

In the case of work-related Total Disability, to receive pension and/or health care Credits, the Fund Office also *must* receive a First Report of Injury (i.e., a doctor's determination of disability) and proof of your Worker's Compensation payments. In addition, to receive any loss of time benefits under this Plan, you must have used up all other loss of time benefits and/or disability benefits provided through your Employer (this includes compensation for loss of time such as salary continuation, sick leave and/or short-term disability benefits).

If an Eligible Employee becomes continuously Totally Disabled as the result of an occupational Illness or Injury incurred while working in a non-covered position which has a lower wage rate then provided by the Plan, the benefit to be paid will be the difference between the Plan's regular loss of time benefit amount and the benefit amount payable to the Eligible Employee by the Workers' Compensation carrier for the Eligible Employees. Benefits will be determined as though Workers' Compensation coverage was in place, even if none was, if the Eligible Employee could have been covered. The requirement that an Eligible Employee must be Totally Disabled as a result of non-occupational Injury and/or Sickness and so be unable to perform each and every duty of the individuals occupation in order to receive Weekly Income Benefits will not act to limit this benefit. Such benefit will only be provided to Eligible Employees who were actively employed by a Contributing Employer on the date of the Illness or Injury, or were available for work ("on the book") and have not refused more than two consecutive calls for work.

Schedule of Loss of Time Benefits

Weekly benefits are payable up to fifty-two (52) weeks per occurrence of Total Disability. Extensions of disability benefits beyond thirteen (13) weeks must be in writing and subject to the approval of the Board of Trustees, including, at the Trustees' discretion, examination of the Eligible Employee by a Physician of the Plan's choice. For continued disability payments, you

will be required to provide proof of application to Social Security at twenty-six (26) weeks and every six (6) months thereafter. If you do not provide this proof, disability payments will cease. This benefit is subject to a fifty-two (52) week cap per occurrence of Total Disability and a lifetime maximum of one hundred four (104) weeks. If you sustain an additional Injury while collecting disability benefits the maximum benefit aggregate period for which you may receive loss of time benefits is fifty-two (52) weeks.

The amount of your weekly benefit is based on the cause of your Total Disability as shown below:

Work-Related Injury or Sickness

Disability Period	Maximum Rate
Second and Third Days of First Week	Reimbursed at the current Minnesota unemployment weekly rate provided the second and third days are not paid under Workers' Compensation

Non-Occupational Injury or Sickness

Disability Period	Waiting Period Before Benefits Will Be Paid	Maximum Rate
Weeks 1 Through 6	7 Days (If Confined to a Hospital overnight because of Illness – None)	Paid at the Lesser of: 65% of the Eligible Employee's or Apprentice's actual weekly wage based on a 40-hour workweek, *or* 65% of current average journeyman wireman's weekly wage.
Weeks 7 Through 52	None	Paid at 100% of the current effective Minnesota unemployment compensation weekly rate for the Eligible Employee.

Reduction for Social Security Benefits

Loss of time benefits from the Plan will be reduced if the Eligible Employee receives disability benefits from the Social Security Administration while receiving loss of time benefits. That means if the award from Social Security is equal to or exceeds the benefits otherwise payable under the Plan, the Eligible Employee will not be entitled to weekly loss of time benefits under this Plan. In addition, if an Eligible Employee receives an award from the Social Security Administration for a period of time during which you had already received weekly loss of time benefits, the Eligible Employee will be required to refund to the Plan an amount equal to the lesser of:

- The amount of loss of time benefits you received under this Plan during that time; or
- The amount of Social Security disability benefits you received during that time.

For example, imagine Joe applies for Social Security disability benefits in January. He is already receiving loss of time benefits from the Plan in the amount of $325 a week. The Social

Security Administration approves benefits for him in the amount of $100 a week on June 1, and backdates this award to January 1 (22 weeks), or $2,200. Since Joe received $2,200 from the Social Security Administration, and it is less than the amount paid by the Plan ($325 a week for 22 weeks, or $7,150), he must repay the Plan $2,200.

The Fund will apply any amount an Eligible Employee is required to refund against future benefits payable under this Plan.

Reduction for Wage Loss Coverage

Loss of time benefits from the Plan will be reduced if the Eligible Employee receives benefits from any wage loss coverage that may be provided through an automobile policy, Motor Vehicle policy, homeowner's policy, premises insurance policy, or any other type of insurance coverage that provides benefits for the loss of wages. That means if the loss of wages benefits received are equal to or exceed the loss of time benefits otherwise payable under the Plan, the Eligible Employee will not be entitled to weekly loss of time benefits under this Plan.

The Plan may require that an Eligible Individual show that he or she has made a reasonable effort to find out if there is another applicable insurance policy before loss of time benefits will be paid by the Plan. Wage loss benefits that might otherwise be payable under another insurance policy will not be paid by the Plan merely because the Eligible Individual has not made a claim under the other insurance policy.

Reduction for Pension Benefits

Loss of time benefits from the Plan will be reduced if the Eligible Employee has commenced benefits under the provisions of a pension plan negotiated or sponsored by the I.B.E.W while receiving loss of time benefits. That means if the pension benefits received are equal to or exceed the loss of time benefits otherwise payable under the Plan, the Eligible Employee will not be entitled to weekly loss of time benefits under this Plan.

When Benefits Begin

Weekly disability benefits for a non-occupational Injury or Illness will begin:

- On the eighth (8^{th}) day of Total Disability due to an Injury;
- On the eighth (8^{th}) day for a Total Disability due to Sickness when not hospitalized; or
- On the first day if hospitalized due to Sickness or Injury before the eighth (8^{th}) day of Sickness or Injury.

For Total Disability due to occupational Injury or Sickness, benefits will begin effective on the second (2^{nd}) day of Total Disability after the Plan receives notification of Workers' Compensation approval.

Filing a Claim for Benefits

To file a claim for loss of time benefits, have your Employer and Physician complete their sections of the Weekly Income Claim Form and return the form to the Fund Office:

IBEW 292 Benefits
6900 Wedgwood Road North, Suite 425
Maple Grove, MN 55311

When you file a claim for benefits, be sure to follow the proper claim filing procedures explained in this handbook. If you send a claim to the Fund Office, and it cannot be processed because information is missing, you will receive a notice stating why the claim cannot be completed and what additional information is needed. It is your responsibility to send this additional information to the Fund Office.

Your application for loss of time benefits must be submitted to the Fund Office in the format designated by the Trustees within ninety (90) days of your first day of Total Disability. Approval or denial of a claim will usually be made within ninety (90) days after all necessary information is received. You will be notified if more time (up to an additional ninety (90) days) is needed.

Successive and Simultaneous Periods of Total Disability

When you have two or more periods of Total Disability for the same or a related cause, they will be considered as one period of disability unless the second period of Total Disability starts after you have returned to work for two (2) months or more. If the periods are considered to be one period, the second period of Total Disability would be considered a continuation of the first one for benefit purposes. No waiting period is required. Weekly loss of time benefits would begin on the first day you are unable to work.

Successive periods of Total Disability separated by less than two (2) calendar months of work will be considered one period of disability unless the second Total Disability is due to a non-occupational Injury or Sickness entirely unrelated to the causes of the previous Total Disability and begin after you have returned to full-time work for at least ten (10) consecutive full work days.

If you simultaneously have two or more Injuries or Sicknesses that result in Total Disability while receiving Plan benefits, the benefits payable will be limited to a maximum of seventy-two (72) weeks. If during a period of Total Disability, while receiving Plan Benefits, you experience an Injury or Sickness that results in Total Disability the benefits payable will be limited to a combined aggregate maximum of seventy-two (72) weeks.

Maternity Benefits

If a female Eligible Employee is Disabled due to pregnancy or a pregnancy-related condition, that time will be considered as a disability due to Sickness.

Limitations and Exclusions

No weekly loss of time income benefits will be paid for any Total Disability which results:

- From a Sickness or Injury for which you are not under the direct care of an M.D.;

- From an Injury that occurred during any type of occupation or employment for profit;

- During any period for which you receive Retiree benefits;

- From any Injury or Sickness for which you are, or may be, entitled to receive benefits in whole or in part under any Worker's Compensation law, Occupational Diseases law, Employer's Liability law or similar law, unless you have signed a subrogation agreement and agreed to pursue a claim under the relevant law (and even then not in excess of the loss of time rate that would be payable to you under that law if your Injury or Sickness were determined to be work-related);

  Note: Upon a final judicial adjudication that your Injury or Sickness is **not** work-related, the Plan will pay you the difference of the loss of time benefit that would have been payable under the Plan for the period ending on the date of that adjudication had the Plan considered the Sickness or Injury to be not work-related since the beginning of the disability period over the loss of time benefit previously paid under the Plan for that Sickness or Injury for the period ending on the date of that adjudication; or

- For periods of time during which you receive salary, wages or unemployment compensation, except that if you were receiving loss of time benefits under the Plan immediately before returning to part-time Covered Employment, loss of time benefits payable under the Plan but for receipt of salary or wages for that part-time work will be payable in the reciprocal percentage that you are working (for example, at 70% if you are working 30% of a full-time schedule).

Special Note: You must use all accrued salary continuation or sick leave benefits before you are eligible for weekly loss of time benefits.

Taxation of Weekly Income Benefits

You must include your weekly loss of time benefits in your gross income and pay federal income tax on them.

Weekly income benefits are also subject to Social Security taxes (FICA). You pay half of the tax, and your employer pays the other half. According to federal law, the Plan will withhold your share of the FICA tax from each weekly benefit check paid to you and send it to the government.

You should contact a competent tax advisor or attorney if you have any questions regarding taxes on your weekly income benefits.

Indemnity Limits and Benefit Provisions

- Benefits will be payable in an amount not to exceed the weekly Maximum Benefit specified on the Schedule of Benefits.

- Benefits will be payable for up to but not to exceed the maximum indemnity period of seventy-two (72) weeks during any one period of disability.

- Benefits are payable on the basis of a seven (7) day week.

- Benefits will be paid on the first (1st) and fifteenth (15th) day of each calendar month.

- If benefits are due an Eligible Employee for a fractional part of a week, the Eligible Employee will receive one-seventh of the weekly benefit for each day of Total Disability.

- A disability will not be considered to have begun until the first day the Eligible Employee is actually examined or treated by a Physician for the Injury or Sickness causing such Total Disability.

- The Plan may assign any disability claim to a case manager for review and management. The case manager may determine that benefits should be paid, suspended, or discontinued, and may place conditions on an Eligible Individual's receipt of benefits. By accepting weekly loss of time, the Eligible Individual agrees to cooperate fully with the Plan's case manager and to abide by the case manager's decisions regarding the Eligible Individual's claim for benefits.

Repayment of Loss of Time Benefits (Non-Bargaining Unit Employees)

Non-Bargaining Unit Employees as defined on page 5 of the Benefit Eligibility Section must pay back to the Plan any Loss of Time Benefits received if one of the following events occurs:

- The Non-Bargaining Unit Employee does not return to work; or

- The Non-Bargaining Unit Employee returns to work, but voluntarily terminates their coverage under the Plan within six months of returning to work.