

# **IRON WORKERS DISTRICT COUNCIL (Philadelphia and Vicinity)**



## **LONG-TERM DISABILITY PLAN**

6401 Castor Avenue

Philadelphia, Pennsylvania 19149

Telephone (215) 537-0900

### **BOARD OF TRUSTEES**

#### **EMPLOYER TRUSTEES**

William Gardner  
Co-Chairman  
Alvin Cragle  
Richard Forman  
James Sassaman  
Frank Hake  
Stephen R. Karba  
Joseph B. Korycki  
Michael K. Kowalchick  
James E. Magaro  
Richard A. Pulaski  
William Anderson

#### **UNION TRUSTEES**

Robert C. Sweeney  
Co-Chairman  
Joseph Dougherty  
Albert Frattali  
Edward McHugh  
William Pauls  
James Murphy  
Jeffrey Hendrickson  
Morris Rubino  
Robert C. Kilpatrick  
Kerry Zettlemoyer  
Leo G. Martin

#### **PLAN MANAGER**

E. W. Nick Craggs

#### **FIELD REPRESENTATIVE**

Lawrence O'Donnell

#### **LEGAL COUNSEL**

Steven G. Wolschina, Esq.

#### **CONSULTANTS**

The Segal Company

## **When am I eligible for long-term disability benefits?**

An employee may be eligible for Long-Term Disability Benefits if he meets the following requirements:

- a) on the date disability was incurred he has at least three but less than fifteen consecutive years of eligibility under the Iron Workers District Council (Philadelphia and Vicinity) Health Benefits Fund and
- b) he is totally disabled — which means he cannot perform work as an ironworker during the first 24 months of disability. Thereafter, in order to remain eligible, he must be permanently disabled so that he cannot work at any occupation which he may be trained for, educated for or experienced.

## **How much is the benefit?**

The Long-Term Disability Benefit shall be a monthly amount of \$100.00 (for eligible employees who have a minimum period of three years of coverage under the Health Benefits Fund) plus an additional \$12.50 a month for each year of continuous coverage in excess of three years under the Health Benefits Fund, up to a maximum of \$247.00 per month.

For example, an employee who has 13 years of continuous coverage under the Health Benefits Fund would be eligible for Long-Term Disability Benefits of \$225.00 per month. (\$100 plus 10 years x \$12.50.)

Proportionate benefits for each quarter year of coverage, in excess of three years, under the Health Benefits Fund.

## **When do benefits begin?**

Long-Term Disability Benefits commence on the first day of the month following a continuous six-month period from the date total disability commenced or on the first day of the month following a continuous period of six months during which Weekly Accident and Sickness benefits were paid from the Health Benefits Fund or a State Fund, whichever is later.

## **When do benefits stop?**

Generally, benefits stop when one of the following conditions arise:

- a) Your death;

- b) The date disability, as defined, ceases;
- c) The date you become eligible to receive pension benefits under the provisions of the Iron Workers District Council (Philadelphia and Vicinity) Pension Fund as described in Section I of this plan;
- d) Your 65th birthday if disability commenced prior to your 60th birthday and, upon attainment of age 65, if you are not entitled to a benefit under the provisions of the Iron Workers District Council (Philadelphia and Vicinity) Pension Fund, except that benefits will continue if the number of years you have been receiving LTD benefits plus the number of years of pension credit you have earned total 15 or more;
- e) After the 60th month of receiving benefits if your disability commenced on or after your 60th birthday;
- f) The date satisfactory information is received which would make you ineligible under the Rules and Regulations.

### **What happens then?**

An employee who has been receiving Long-Term Disability Benefits and who continues to accumulate pension credit under the Pension Plan and who at some point of time subsequent to the date of disability becomes eligible for a Pension by virtue of attaining the required age and/or service requirements shall at that time be granted a pension under the Pension Plan if these benefits would be in a higher amount.

For all others, no other benefits are available.

## **OTHER INFORMATION**

### **DEFINITION OF TOTAL DISABILITY**

An employee will be considered totally disabled if, as a result of illness or injury, he is unable to perform work in Covered Employment during the first 24-month period of his disability. For periods subsequent to this 24-month period of time, an employee shall be "totally disabled" if, as a result of illness or injury, he is unable to perform work in any type of occupation which he may be trained for, educated for or experienced. Individuals who are eligible for Long-Term Disability Benefits effective July 1, 1993 or later will be covered for Health Fund Benefits up to a maximum period of 12 consecutive months from the date of coverage termination.

### **MEDICAL PROOF**

To be considered as an applicant for Long-Term Disability Benefits, an employee must provide the Trustees with medical proof of his disability certified by a qualified physician. The Trustees may require that an employee submit to a medical examination by a qualified medical doctor for determination of his disability or for determination of continued disability. When such a request is made by the Trustees for an employee to have a physical examination by a doctor other than his own personal physician, the cost of such examination will be paid for by the Plan.

### **CLAIM PROCEDURE**

Contact the Fund Office for all necessary forms for application for Long-Term Disability Benefits.

### **APPEAL PROCEDURE**

You (or your authorized representative) may simply file a written appeal with the Fund Office no later than 60 days after you received the notice of denial.

A claimant who has not received a decision on a claim for benefits within 60 days may request a review of his claim. Also, you have a right to review pertinent documents, and to submit comments in writing.

The Board of Trustees or a designated committee will decide the appeal within 60 days after it was filed. The decision will be in writing and will include the specific basis for the decision and specific references to plan provisions on which the decision was

based. The decision of the Board or its designated committee will be final and binding on all concerned.

\* \* \* \*

A joint Board of Trustees, consisting of Union representatives and Employer representatives is the administrator of the Plan. The Board of Trustees has been designated as the agent for the service of legal process. Process may be served at the Fund Office.

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with the Union. The collective bargaining agreements require contributions to the Plan at fixed rates per hour paid.

The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of employees working under the union contract.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

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

This Plan was established as the result of collective bargaining agreements and its purpose is to improve the security and well being of the employees and their beneficiaries. The Trustees, the employers, and the Union want you as a participant in the Plan to enjoy its benefits. This booklet describes the Plan and tells you and your beneficiary how to get more information. The description of the claims and the appeals procedure tells you how to apply for benefits and how to follow up, if necessary.

However, in addition to what the Trustees, the employers and the Union have done to see that the Plan's obligations are fulfilled, federal regulations require the following summary of rights and protections to which every participant in the Plan is entitled under the law (ERISA).

ERISA provides that you, as a Plan participant, shall be entitled to:

Examine, without charge, at the Plan administrator's office and other specified locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a benefit and, if so, what your benefits would be. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able to be based on available records.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other

person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. 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 seek assistance from the U.S. Department of Labor, or 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.

Board of Trustees employer identification number:  
23-1599740.

Plan number: 501

Fiscal year end date: September 30th

This has been no more than a brief and very general explanation of the most important provision of the Long Term Disability Plan. No general explanation such as this can adequately explain all the details of the Plan. Nothing in this statement is meant to interpret, extend or change in any way the rules or regulations expressed in the Plan itself.

Accordingly, your rights, if you are covered by this Plan can only be determined by consulting the Plan itself. Further information, if necessary, may be secured by inquiring at the Fund Office or a Union Office. For your convenience, a complete copy of the Plan is printed in the next section of this booklet.

# IRON WORKERS DISTRICT COUNCIL (Philadelphia and Vicinity)

## Rules and Regulations

### **LONG-TERM DISABILITY PLAN**

By Resolution dated September 26, 1973 the Trustees of the Iron Workers District Council (Philadelphia and Vicinity) Welfare Fund adopted the following Rules and Regulations of a Long-Term Disability Plan effective October 1, 1973 and as further amended from time to time.

Section 1. Eligibility. An Employee shall be eligible for benefits if

- a) He becomes totally disabled as defined in Section 6 of this Plan, and
- b) On the date his disability commenced he has at least three but less than fifteen consecutive years of eligibility in the Iron Workers District Council (Philadelphia and Vicinity) Health Benefits Fund and had at least three consecutive years of such eligibility immediately prior to the date the disability commenced.

An Employee shall not be entitled to receive benefits under this Plan at the time he is receiving benefits under the Iron Workers District Council (Philadelphia and Vicinity) Pension Plan. However, if an Employee who is receiving benefits under this Plan continues to accumulate Pension Credit under the applicable provisions of the Rules and Regulations of the Pension Plan and becomes eligible for a Pension under the Rules and Regulations of the Pension Plan, his benefit under this Plan shall be terminated and he shall begin receiving a pension benefit from the Iron Workers District Council (Philadelphia and Vicinity) Pension Fund.

Section 2. Benefit Amount. The Long-Term Disability Benefit shall be a calculated amount, payable monthly, as follows:

- a) For employees who have at least three continuous years of coverage under the Health Benefits Fund — \$100.00 plus
- b) \$12.50 per month for each full year of coverage under the Health Benefits Fund in excess of three years up to a maximum benefit of \$247.00 per month.

A proportional benefit for partial years of coverage, in excess of three, under the Health Benefits Fund shall be payable based

upon calendar quarter years of such coverage.

Section 3. Termination of Benefits. Benefits under this Plan shall terminate and cease upon the occurrence of any one of the following conditions on the first day of the month following:

- a) The Employee's death.
- b) The date disability, as defined, ceases.
- c) The date the Employee becomes eligible to receive pension benefits under the provisions of the Iron Workers District Council (Philadelphia and Vicinity) Pension Fund as described in Section 1 of this Plan.
- d) An Employee's 65th birthday if disability commenced prior to his 60th birthday and, upon attainment of age 65, if he is not entitled to a benefit under the provisions of the Iron Workers District Council (Philadelphia and Vicinity) Pension Fund.

An employee who has been receiving Long-Term Disability Benefits shall upon the attainment of age 65 continue to receive benefits only if the number of years during which he received Long-Term Disability Benefits and the number of years that he has credited service under the Pension Fund (at the time his disability commenced) total 15 or more.

- e) After the 60th month of receiving benefits if the Employee's disability commenced on or after his 60th birthday.
- f) The date satisfactory information is received which would make the Employee ineligible under the Rules and Regulations.

Retroactive adjustments may be made on any and all benefit payments taking into consideration all information available to the Trustees but such adjustment shall not include information pertaining to a retroactive period beyond eighteen months of the date of adjustment.

Section 4. Commencement of Benefits. Benefits shall commence on the first day of the month following a continuous six-month period from the date disability commenced or the date maximum benefits under the Weekly Accident and Sickness provisions of the Health Benefits Fund or of any State Fund have been paid, whichever is later. Benefits due but not paid to a deceased Employee shall be paid to the Employee's designated beneficiary as noted in the Welfare Fund Records.

However, an Employee who is disabled for a period of at least four consecutive months and who returns to Covered Employment for a period of less than six consecutive months and who is

subsequently disabled for a period of at least two consecutive months shall be entitled to benefits on the first day of the month following the last month of disability.

An Employee who receives benefits under this Plan and who subsequently returns to Covered Employment shall, if he again becomes disabled, be entitled to benefits without being subject to a waiting period provided his return to Covered Employment was for a period of less than six consecutive months.

Section 5. Information Required. Applications must be made in a form and manner prescribed by the Trustees. Each Employee shall furnish to the Trustees any information or proof requested and reasonably required to administer this Plan.

Section 6. Definitions. The term "total disability" as used herein shall mean that an Employee will be considered totally disabled if, as a result of illness or injury, he is unable to perform work in Covered Employment (as an ironworker) during the first 24 months of disability; that is, commencing on the date the disability was incurred and provided the Employee was eligible under the Plan rules on the date the disability was incurred.

Thereafter, for subsequent periods of time, the Employee shall be considered disabled if he is permanently prevented (due to the illness or injury) from performing any work in any occupation which he may be trained for, educated for or experienced.

Individuals who are eligible for Long-Term Disability Benefits effective July 1, 1993 or later will be covered for Health Fund Benefits up to a maximum period of 12 consecutive months from the date of coverage termination.

The term "Employee" as used herein shall mean an individual who performs work in "Covered Employment".

The term "Covered Employment" as used herein shall mean employment with an employer who is required to make contributions, on behalf of the Employee, to the "Health Benefits Fund" in accordance with a negotiated collective bargaining agreement.

The term "Health Benefits Fund," as used herein shall mean the Iron Workers District Council (Philadelphia and Vicinity) Health Benefits Fund.

The term(s) "Pension Plan" and/or "Pension Fund" as used herein shall mean the Iron Workers District Council (Philadelphia and Vicinity) Pension Fund.

Section 7. Exclusions. Disabilities resulting from one or more of the following causes shall not be considered in the determina-

tion of "total disability".

1. war (whether declared or not), insurrection, rebellion or participation in a riot or civil commotion; or
2. commission of or attempt to commit assault, battery or felony; or
3. intentional self-inflicted injuries.

Section 8. Medical Examination. An Employee who is receiving benefits or who has applied for benefits under this Plan shall, at the sole discretion of the Trustees, be examined by a qualified medical doctor for determination of "total disability" and/or for determination of continued "total disability". The Trustees may, at their sole discretion, request such examination be performed by a physician other than the Employee's normal physician and in which event the cost of such examination shall be paid by the Plan.

Section 9. Right of Appeal. A Participant whose application for benefits under this Plan has been denied, in whole or in part, is to be provided with adequate notice in writing setting forth the specific reasons for such denial, and shall have the right to appeal the decision, by written request filed with the Trustees within 60 days after receipt of such notice. The appeal shall be considered by a person or committee designated by the Trustees.

Section 10. Amendment and Discontinuance. The Trustees reserve the right, at their sole discretion, to amend the Rules and Regulations of this Plan at any time and to discontinue any or all provisions of the Plan.

Section 11. Determination of Eligibility and Interpretation of the Plan. The Board of Trustees of the Plan has the sole discretionary authority to determine eligibility for benefits provided by the Plan and to construe and interpret the provisions of the Plan.

"LAST PAGE OF

LONG TERM DISABILITY PLAN SECTION"

"LAST PAGE OF  
LONG TERM DISABILITY PLAN SECTION"