



1199SEIU

LEAGUE JOB SECURITY FUND

SUMMARY PLAN DESCRIPTION

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1199SEIU LEAGUE JOB SECURITY FUND

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JANUARY 2024

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I. INTRODUCTION

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I. INTRODUCTION

The 1199SEIU League Job Security Fund (“JSF”) provides benefits that assist Eligible Employees (“you”) who are or will be laid off from Employment by an Employer pursuant to a Collective Bargaining Agreement (“CBA”) entered into between 1199SEIU United Healthcare Workers East (the “Union” or “1199”) and Contributing Employers (the “Employers”). Some benefits are also provided if you are at risk of layoff.

While this booklet, called the Summary Plan Description (“SPD”), sets forth the benefits provided through the JSF, the Trustees reserve the right, in their sole and absolute discretion, to amend or modify the SPD, in whole or in part, and with respect to any class of Employees at any time and for any reason. The amendment or modification of the JSF SPD may change or eliminate your right to receive benefits or to receive any specific amount of benefits.

WHAT KIND OF BENEFITS ARE PROVIDED BY THE JSF?

The JSF provides for the following different kinds of benefits designed to assist you if you are laid off from employment:

- Supplemental unemployment benefits (see Section III)
- Continued health coverage (See Section IV)

- Retraining benefits (see Section V)
- Incentives (see Section VI)
- Career counseling and placement services (see Section VII)

Additional benefits, such as training programs and severance benefits, may be available to employees in job categories that are at risk of layoff from time to time as approved by resolution of the Trustees. Benefits under the JSF are set pursuant to the CBA between the Union and the League of Voluntary Hospitals and Homes of New York (“League”).* Throughout this SPD, benefits set forth in the League/1199 Agreement and amendments to the League/1199 Agreement are incorporated by reference. You should consult that agreement for a current statement of such benefits and eligibility.

IMPORTANT TERMS

Throughout this document, important terms are capitalized. You can find definitions of these important terms in the “Definitions” section, beginning on page 42.

* Other Employers who are not subject to the League/1199 Agreement have agreed to be bound by the terms of the League/1199 Agreement concerning JSF benefits.

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II. ELIGIBILITY

ELIGIBILITY FOR JSF BENEFITS

In general, to be eligible for benefits from the JSF, you must be employed by a Contributing Employer in a job classification covered by the Collective Bargaining Agreement as:

- A full-time employee who has completed the contractual probationary period; or
- A part-time employee who has completed the contractual probationary period, has served for a minimum of 90 days and who works a minimum of 7.5 hours per week (in titles working 37.5 hours per week full time) or 7 hours per week (in titles working 35 hours per week full time).

Except as provided in the section below, you are eligible for JSF benefits if you meet the length of service requirement above *and* if you are:

- Laid off by an Employer after receiving a 30-day notice that you will be laid off;
- Not given the right to “bump” and have not declined a comparable vacancy; and
- Eligible for unemployment benefits from New York State or excused from this requirement by the Plan Administrator.

What does it mean to be “laid off”?

A termination of employment is not a “lay off” unless, due to an operational or economic condition, your employer reduces its workforce by eliminating your position and you have a right to be rehired to that or another position.

ELIGIBILITY FOR LIMITED BENEFITS

Depending on your circumstances, you may only be entitled to limited benefits provided by the JSF. For example:

- If you are in a job classified as “at-risk” by the Trustees, the Trustees may establish and fund training programs for you, even though you are not eligible for other JSF benefits.
- If your Employer’s facility closes, you may be entitled to the limited benefits determined by the Committee as described in the Closing of a Facility or Termination of a Grant Program provision on page 11.
- If it is determined by the Plan Administrator that you cannot be placed in any vacancy, you may receive, in lieu of all other JSF benefits, a one-time severance payment in an amount determined by the Plan Administrator, as described in the Hard-to-Place provision on page 11.

- If you are an employee of a Non-Compliant Employer, you may receive up to seven months of Supplemental Unemployment Benefits (“SUB”), as described by the Non-Compliant Employer provision on page 13.

WHAT IF MY LAYOFF IS CHALLENGED BY THE UNION?

If you are laid off and the Union challenges the validity of your Employer’s notice of layoff, you are still eligible for benefits under the JSF if you meet the conditions described above. In the event your “layoff” is rescinded, you must reimburse the Fund for any SUB received from the JSF on account of such layoff notice, to the extent of any back pay to which you are entitled.**

APPLYING FOR JSF BENEFITS

How do I apply for benefits?

In order to receive JSF benefits, you must satisfy all of the following conditions:

- You (or your authorized representative) must respond to the JSF within 30 days of the date the Fund first sends you a letter notifying you of your possible eligibility.

** This provision shall not be used to circumvent the requirement that an Employee be laid off to be eligible for benefits under the Plan. For example, an employee discharged for cause is not eligible for benefits under the Plan, notwithstanding a challenge to the discharge by the Union. The existence of this provision is without prejudice to the position of the Union or the Employer in any proceeding in which the validity of a layoff is being contested.

- You must attend an orientation scheduled by the JSF.
- You must agree in writing to comply with the policies and procedures of the JSF concerning job counseling and placement.
- Except as otherwise provided in this SPD, you must be approved for unemployment benefits by the New York State Department of Labor Unemployment Insurance Division as a result of layoff.

If, through no fault of your own, you are unable to request JSF benefits within the 30-day time limit, or file for unemployment benefits, you may appeal such requirements to the Plan Administrator.

LOSING JSF BENEFITS

Once I am determined to be eligible for benefits, can I lose my eligibility for benefits?

You can lose entitlement for benefits as described below.

Failure to exercise bumping rights or to take a vacancy

As a general rule, your eligibility for JSF benefits ends if you:

- Refuse to fill a vacancy afforded by your Employer or to which you are referred by the CPO;
- Refuse or fail to exercise your bumping rights; or
- Fail to return to a job if you are rehired.

However, you will remain eligible for JSF benefits when you fail to bump or accept a vacancy if:

- You had been employed in a full-time position immediately before layoff and the new job is a part-time job (but see page 11 on the effect of taking part-time employment); or
- The minimum rate for the new job is more than 7.5% less than the minimum rate for your current job; or
- The JSF Plan Administrator has approved your request to complete a training program as described on page 24; or
- The Trustees have granted you a temporary waiver of this requirement because the position is on a shift that presents a serious hardship.

Refusal to take a job within commuting distance

Your eligibility for JSF benefits ends if you refuse to take a job to which you are referred (see page 9) at an institution which is within the greater of (a) the average commuting time to the job from which you were laid off or (b) one hour (average New York City travel time) from your home. However, if you are laid off from a closing facility, then your benefits shall stop if you refuse a position with a travel time of 90 minutes or less.

Taking a job with another Contributing Employer

Your JSF benefits stop if you take a job with a Contributing Employer, except NBF Continuation Coverage may continue where applicable (see page 20). If you are terminated from that job without cause, or for inability to perform in the new job, you are entitled to return to coverage under the JSF for the balance of any benefits due to you. However, if you are discharged for cause, other than inability to perform, your eligibility for JSF benefits ends—unless the Committee or an arbitrator acting pursuant to the Collective Bargaining Agreement determines that you are entitled to return to coverage under the JSF.

Taking a temporary job

While you are in a “temporary job” (as described in the League/1199 Agreement) with a Contributing Employer, you will not be entitled to any benefits from the JSF, including SUB payments. (However, there are different rules for a full-time Employee who accepts part-time or per diem employment in lieu of layoff. See “Full-time Employee Accepting Part-time Employment Instead of Layoff” below.) When the temporary job ends, you are entitled to return to coverage under the JSF for the balance of any benefits due to you. However, your eligibility for JSF benefits ends if you leave the temporary job before the original commitment ends. After six months of

layoff, JSF participants are required to accept placement into temporary jobs where the duration of the job is three months or longer.

Accepting a job with an employer that is not a Contributing Employer

For the duration of employment with an employer that is not a Contributing Employer, you are ineligible for SUB, and your NBF Continuation Coverage shall continue for the shorter of:

- Your original entitlement; or
- The first 30 days of your employment (or up to 90 days if you are a Hard-to-Place participant); or
- The date you are eligible for group health coverage with your new employer.

The JSF may require documentation, such as letters from your new Employer specifying your date of hire and the date you become eligible for health benefits.

During this employment you may still receive referrals to vacant positions with Contributing Employers by the CPO. If your employment ends after less than 12 months, you are entitled to return to coverage under the JSF for the balance of any benefits due to you.

A full-time employee accepting part-time employment instead of layoff

If you are a full-time employee who accepts a part-time position to avoid layoff, or who is rehired or obtains part-time employment following a layoff,

you will not be entitled to SUB benefits. You will be entitled to Continuation Coverage under the NBF to the extent needed to maintain your prior level of benefits (see page 20). You may also be referred to vacant positions with Contributing Employers. If your part-time employment ends after less than 12 months, you shall return to your original status and be entitled to return to coverage under the JSF for the balance of any benefits due to you.

If you are a full-time employee who obtains per diem employment on an irregular basis of no more than one day per week, you will not be considered to have obtained part-time employment and you will remain eligible for all benefits under the JSF.

Closing of a facility or termination of a grant program

In the event that you are laid off because a facility closes, or a grant program terminates, or an institution is faced with a severe economic downturn placing that institution in jeopardy of closing, your benefits, if any, will be determined by the Committee and, therefore, may be limited.

Hard-to-Place participants

Where it is determined by the JSF, upon assessment at orientation or thereafter, that a participant will be Hard-to-Place, an alternative placement plan will be established. For

such participants, the JSF may offer one or more of the following options:

- Placement in another job/ classification that the participant can perform; or
- Enrollment in a program in which the participant can acquire a credential within two years or less (this option is only for professional and technical titles); or
- Retraining in another classification, provided the related credential can be obtained within one year (with a possible extension for a second year).

If you are Hard-to-Place, you may be offered a one-time lump sum payment in place of other JSF benefits (a “buyout offer”). If you have refused one of more of the above alternative placement options, your eligibility for JSF benefits will terminate with the buyout offer, whether or not you accept it.

Employees intending to retire

If you decide to retire and provide to an 1199SEIU Pension Fund a completed pension application with a pension start date that is within six months of layoff, you will not be required to participate in the placement service from the CPO to remain eligible for SUB and NBF benefits during the pension application period. Once you retire (that is, once your pension benefits commence), you are no longer eligible for JSF Benefits.

Disabled Employees

If you are disabled and unable to work due to your disability, including pregnancy disability, your JSF Benefits will stop for the period you are disabled. When the period of disability ends, you are entitled to return to coverage under the JSF for the balance of any benefits due to you; however, if your disability extends beyond six months and your NBF coverage has terminated, you will not be entitled to resume NBF continuation coverage. NOTE: If you become disabled more than 30 days after the last day your Employer is required to make contributions on your behalf, in accordance with the NBF SPD, you will not be eligible for disability benefits and healthcare through the NBF, but you may be eligible for statutory disability benefits through your state.

Participating in training and upgrading fund programs

If you elect to receive training benefits from the Training and Upgrading Fund, you are generally not eligible for benefits from the JSF. The Trustees shall determine on a case-by- case basis whether Employees who elect to receive such benefits are entitled to benefits under the JSF.

Employees offered a new position while in training

If you are an Employee in a training program who is offered a position that would result in a loss of benefits

under this section, as described in the CBA applicable to you, you may reject the position and elect to remain in your training program, including a substantial part-time training program, until the training program is completed *if you have completed at least 1/3 of the training program and, upon completion, shall:*

- Be entitled to a job (i.e., you have an offer commitment from an Employer), or
- Be qualified for a market-scarce job as determined by the Committee.

If you do not satisfy the above criteria and wish to continue training pursuant to this provision, you may seek approval to do so from the JSF Executive Director.

Non-Compliant Employers

If your Employer's CBA with the Union does not provide that your Employer is obligated to place other JSF participants, your Employer is considered a Non-Compliant Employer. If you are laid off by a Non-Compliant Employer, you may receive one month of SUB for each year you worked in the bargaining unit prior to your layoff, up to a maximum of seven months; provided that if distribution of benefits described above will result in the use of an excessive amount of contributions from Non-Compliant Employers in the aggregate, the Committee may reduce the benefits provided.

Note: If you were an NBF participant at the time you were laid off from a Non-Compliant Employer, you may be entitled to extended NBF benefits as described in Section I.J of the NBF SPD. If you were not an NBF participant at the time you were laid off, see "What if I Am Not an NBF Participant When I Am Laid Off?" in Section IV.

Delinquent Employers

If your Employer is delinquent in making contributions to the JSF, the Trustees may eliminate, terminate or suspend your benefits.

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III. SUPPLEMENTAL UNEMPLOYMENT BENEFITS (“SUB”)

WHEN DO SUB PAYMENTS START?

SUB payments begin when monies from unemployment insurance, severance and accrued leave benefits (e.g., vacations, holidays, accrued sick leave where provided by past practice, etc.) no longer replace 100% of your pre-layoff Salary (on a pre-tax basis). For example, Sally Jones is laid off August 31. Her severance and leave benefits are \$2,000. Her Salary before taxes is \$500 per week, and her unemployment benefits are approximately \$250 per week. After eight weeks, her severance, accrued leave and unemployment benefits will

no longer provide her with \$500 per week and SUB payments will begin the ninth week after layoff.

HOW MUCH WILL I RECEIVE?

- A. While receiving New York State Unemployment Benefits (“NYSUB”): The chart below, in the left column, shows the SUB amount you will receive while receiving NYSUB.
- B. After NYSUB: Once your NYSUB is exhausted, the SUB increases; the increased SUB amount is shown in the right column in the chart below.

FULL-TIME EMPLOYEES

Weekly Salary	Weekly Amount of SUB	
	While receiving NYSUB	After NYSUB ceases
Less than \$600	\$100	\$325
\$600 but less than \$750	\$125	\$350
\$750 or more	\$150	\$375

PART-TIME EMPLOYEES

Part-time employees will receive SUB payments prorated by the following formula:

Average weekly pay used to determine NYS Unemployment Insurance x \$100 = full-time minimum weekly rate for position

WHAT IF I RECEIVE MONEY FROM A TRAINING PROGRAM?

If you are entitled to receive a stipend or any other money payments for participating in a training program, your SUB payments will be reduced by the amount of those payments.

HOW LONG WILL I RECEIVE SUB PAYMENTS?

You are eligible for SUB for up to 12 months unless otherwise determined by the Trustees. Your SUB may be extended up to one additional year for a two-year maximum.

Note: Your eligibility for SUB can never be longer than the length of your employment with your Employer immediately prior to layoff.

CAN MY SUB PAYMENTS BE REDUCED OR STOPPED FOR ANY REASON?

Your eligibility to receive SUB is conditioned on your satisfaction of the rules and requirements of the JSF, including but not limited to mandatory training (see page 24) and pursuing job referrals (see page 28) and job opportunities (see page 28).

Your SUB through the Fund may also stop for the period you receive Unemployment Replacement Benefits as a result of a temporary expansion of governmental unemployment benefits (when the total unemployment insurance you receive exceeds the amount you were receiving from basic unemployment plus SUB “Enhanced Unemployment Benefits”). However, your receipt of Enhanced Unemployment Benefits does not extend your period of eligibility for JSF benefits under the Plan. Note that if you worked for a Non-Compliant

Employer, your SUB may be limited as described in “Non-Compliant Employers” above.

WHAT IF THERE IS A DISPUTE OVER MY RECEIPT OF SEVERANCE AND/OR ACCRUED LEAVE BENEFITS?

If you are laid off without receiving the severance and/or accrued leave benefits that you are entitled to under the CBA, and you have a claim pending to obtain the severance and/or accrued leave benefits, you can begin to receive SUB payments the first week after layoff if you assign your rights in any and all payments of severance and accrued leave benefits to the JSF, up to the full amount of SUB payments you receive. You must complete the assignment form supplied by the JSF and satisfy all other rules and requirements of the JSF.

OTHER SUB PAYMENTS

Additional or other SUB payments may be made only in accordance with an amendment of the League/1199 Agreement. Any such amendment changing the SUB is incorporated by reference.

IV. CONTINUATION COVERAGE UNDER THE 1199SEIU NATIONAL BENEFIT FUND

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IV. CONTINUATION COVERAGE UNDER THE 1199SEIU NATIONAL BENEFIT FUND

If you are a JSF participant covered by the 1199SEIU National Benefit Fund for Health and Human Service Employees (“NBF”) at the time of your layoff, and you are eligible for full JSF benefits, the JSF will continue your healthcare coverage through the NBF that otherwise would have stopped or been reduced due to your layoff or acceptance of part-time employment in lieu of layoff as described below (“NBF Continuation Coverage”).

Your NBF Continuation Coverage will stop in the event of any one of the following:

- The level of NBF coverage that you were entitled to before the layoff recommences because of subsequent Employment with an Employer(s); or
- Your NBF continuation coverage reaches the length of your employment with your Employer immediately prior to layoff; or
- Your SUB benefits end, except as otherwise provided.

FOR HOW LONG WILL I RECEIVE NBF CONTINUATION COVERAGE?

You are eligible for NBF Continuation Coverage benefits for as long as you are eligible for SUB benefits unless otherwise determined by the Trustees

(or otherwise described in this SPD, including “Disabled Employees” on page 12).

Note: Your eligibility for NBF Continuation Coverage can never be longer than the length of your employment with your Employer immediately prior to layoff. In addition, see “Non-Compliant Employers” on page 13.

Your eligibility to receive NBF Continuation Coverage is conditioned on your satisfaction of the rules and requirements of the JSF, including mandatory training (see page 24) and pursuing job referrals (see page 28) and job opportunities (see page 28).

WHAT IF MY EMPLOYER IS DELINQUENT IN MAKING CONTRIBUTIONS TO THE NBF?

If NBF coverage for active Employees of your Employer has been suspended for delinquency, NBF Continuation Coverage shall only be provided to you if your Employer makes monthly payments to the JSF equal to the amount that your Employer would have made to the NBF if you had continued employment at the wages earned immediately prior to layoff.

WHAT IF I AM NOT AN NBF PARTICIPANT WHEN I AM LAID OFF?

If you are not an NBF participant at the time of layoff, in the discretion of the Executive Director, JSF may extend continuation of health coverage by making COBRA premium payments to the health plan that covered you at the time of layoff, provided that such payments shall not exceed or extend beyond the payments made to the NBF to provide NBF Continuation Coverage for JSF participants who were NBF participants when they were laid off (and in the event you were laid off from a Non-Compliant Employer, shall also not exceed seven months).

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V. TRAINING BENEFITS

WHAT TRAINING BENEFITS ARE OFFERED BY THE JSF?

At the sole discretion of the Trustees, the JSF provides certain Eligible Employees a variety of training programs for the purposes of helping you obtain placement in a job. JSF training programs are designed to be short-term (to last less than one year).

If you have been placed in a regular program for technical or professional training under the 1199SEIU League Training and Upgrading Fund, you shall receive benefits from the Training and Upgrading Fund.

IS THERE ANY MANDATORY TRAINING?

Yes. You are required to attend the following training(s):

- **Interviewing skills, communication workshop and resume writing**
You are required to attend the JSF-sponsored workshop on interviewing and communication skills and resume writing within two months following your last day of active employment.
- **Other mandatory training**
If a JSF Job Counselor notifies you in writing that a JSF-sponsored training program or course is necessary to facilitate your reemployment, you must enter and complete the training program or course to continue receiving your JSF benefits.

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VI. INCENTIVE PROGRAMS

WHEN AM I ELIGIBLE TO RECEIVE A TRAVEL INCENTIVE PAYMENT AND ALLOWANCE?

If you take a full-time job with an Employer and this new job requires a long commute, you shall receive a one-time travel incentive payment and travel allowance if you remain so employed for the time periods below, according to the following rules:

WHAT IS A LONG COMMUTE FOR WHICH A TRAVEL INCENTIVE IS GIVEN?

A long commute is a commute which, on average, is more than the greater of either

- One hour (or 90 minutes for closing facilities) or
- The commute to your old job.

IF I TAKE A JOB THAT REQUIRES A LONG COMMUTE, HOW MUCH WILL I RECEIVE AS A ONE-TIME INCENTIVE PAYMENT?

If you take a job that requires a long commute, you will receive a one-time incentive payment of \$1,500 that shall be paid quarterly in three installments:

1. One third upon completion of the probationary period;
2. One third upon completion of six months of employment; and

3. One third upon completion of nine months of employment.

The one-time incentive payment installments shall be paid at the end of each calendar quarter.

HOW MUCH WILL I RECEIVE AS A TRAVEL ALLOWANCE?

If you accept a job that requires a long commute, you will receive the travel allowance of \$60 per week for five days' travel for each week you actively commute to, or are on paid leave from, the new job. Payments may continue for up to one year. The travel allowance shall be paid at the end of each calendar quarter.

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VII. CAREER PLACEMENT TRAINING AND REFERRAL SERVICE

MUST I USE THE CPO?

Yes. In order to keep your eligibility for SUB and NBF Continuation Coverage, you must pursue the job referrals from the CPO and follow the CPO's recommendations for training. You are also required to attend an initial JSF orientation (see page 9) and complete any JSF mandatory training (see page 24).

AM I ENTITLED TO JOB PLACEMENT?

Your job referral, placement and other employment security rights are set under the terms of the Collective Bargaining Agreements ("CBAs") and are not benefits under the JSF. However, the JSF administers JSF benefits and operates a Central Placement Office ("CPO") that has been given the responsibility under the CBAs to refer JSF participants to vacant positions. You may be required to accept CPO referrals and placement in order to remain eligible for JSF Benefits.

HOW CAN THE CPO HELP ME?

The CPO will refer you to vacant positions in the same job title as the job title you were in before layoff. You may also be referred to a job title in a grouping of job titles as defined in the CBA. If there are no such vacancies, you may be referred to other opportunities, including jobs with other Employers.

WHAT IF I CANNOT IMMEDIATELY BE PLACED?

If you cannot immediately be placed you may, in the sole discretion of the Trustees, be referred to short-term training to learn the skills needed for other positions (see page 24). Following such retraining, you may be referred to, and strongly encouraged to apply for, vacancies in a position for which you were retrained. However, the CPO will continue to refer you to positions in the job (and grouped jobs, if applicable) that you were laid off from, if they are available.

VIII. APPEALING DENIED BENEFITS

VIII. APPEALING DENIED BENEFITS

In general, when you request JSF benefits, you will receive a determination on your eligibility for benefits within 90 days after the Fund's receipt of your completed application.

Under special circumstances, the Fund may require an additional period of not more than 90 days to review your application. If this occurs, you will be notified in writing, prior to the termination of the initial 90-day period, as to the reason for the extension, as well as any other information needed in order to process your claim.

If You Are Denied or You Lose JSF Benefits, you may appeal. In order to appeal the denial of a claim for benefits to which you believe you are entitled, you or your authorized representative must file a written appeal and include all information relevant to your claim.

If Your Appeal Is Denied, in whole or in part, you will be notified in writing of the reason(s) for the denial and the specific Plan provision(s) on which the decision was based. If you disagree with the decision, you have the right to request an additional appeal by writing to the Appeals Committee of the Board of Trustees.

All written requests for appeals must be made within 60 days of the denial of benefits.

Appeals should be sent to:

The Job Security Fund
Attn: Appeals
498 Seventh Avenue, 4th Floor
New York, NY 10018
Appeals@1199Funds.org

Appeals decisions will be made in writing within 30 days after a request for an appeal is received. It will include an explanation of the decision and the specific reference(s) to any Plan provision(s) on which the decision is based.

Determinations made through the appeals process outlined above are final, binding and conclusive on all parties, subject to your ERISA right to proceed in court. All claims against the Fund are subject to the appeals procedure outlined above. No lawsuits may be filed until you or your representative have completed all steps of these procedures and the benefits requested have been denied in whole or in part. All lawsuits must be filed in a federal court in New York City within three years of the date of the initial denial or loss of benefits.

Any provision in this Plan to the contrary notwithstanding, this appeal procedure shall not apply to disputes arising under job referral, placement, layoff provisions, bumping rights and other job security provisions set forth in the applicable Collective Bargaining Agreement.

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IX. GENERAL INFORMATION

YOUR RIGHTS UNDER ERISA

You have certain rights and protection under the Employee Retirement Income Security Act of 1974 (“ERISA”).

You have the right to:

- Examine, without charge, at the JSF office, all required JSF documents, including the Job Security Fund Trust Agreement, detailed annual reports (Form 5500 series) and descriptions.
- Obtain copies of all required JSF documents, such as copies of the Trust Agreement, the latest annual financial report or the Summary Plan Description by writing to the Plan Administrator at PO Box 2661, New York, NY 10108-2661. The Plan Administrator can charge a reasonable fee for copies.
- Receive a summary annual report. Union or Benefit Fund periodicals may be used for this purpose.

PLAN AMENDMENT, MODIFICATION AND TERMINATION

The Plan Administrator reserves the right, within its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of this Plan (including any related documents and underlying policies), at any time and for any reason, by action of the Board of Trustees, or any duly authorized designee

of the Board of Trustees, in such manner as may be duly authorized by the Board of Trustees.

Neither you, your beneficiaries nor any other person has or will have a vested or nonforfeitable right to receive benefits under the JSF.

AUTHORITY OF THE PLAN ADMINISTRATOR

Notwithstanding any other provision in the Plan, and to the full extent permitted by ERISA and the Internal Revenue Code, the Plan Administrator shall have the exclusive right, power and authority, in its sole and absolute discretion:

- To administer, apply, construe and interpret the Plan and any related Plan documents;
- To decide all matters arising in connection with entitlement to benefits, the nature, type, form, amount and duration of benefits and the operation or administration of the Plan; and
- To make all factual determinations required to administer, apply, construe and interpret the Plan (and all related Plan documents).

Without limiting the generality of the statements in this section, the Plan Administrator shall have the ultimate discretionary authority to:

- Determine whether any individual is eligible for benefits under this Plan;
- Determine the amount of benefits, if any, an individual is entitled to under this Plan;
- Interpret all of the provisions of this Plan (and all related Plan documents);
- Interpret all of the terms used in this Plan;
- Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;
- Decide questions, including legal or factual questions, relating to the eligibility for, or calculation and payment of, benefits under the Plan;
- Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other related Plan documents; and
- Process and approve or deny benefit claims, and rule on any benefit exclusions.

The Trustees shall have no authority to amend, modify or interpret the job referral, placement and other job security provisions of a Collective Bargaining Agreement. Rather, any issues relating to the interpretation of the Collective Bargaining Agreement regarding such provisions shall be resolved by the Committee delegated such authority in the Collective Bargaining Agreement, which shall have complete authority, in its sole and absolute discretion, to construe the terms of the Collective Bargaining Agreement with respect to such benefits.

All determinations made by the Plan Administrator (including any duly authorized designee thereof) and/or the Appeals Committee of the Board of Trustees with respect to any matter arising under the Plan and any other Plan documents shall be final and binding on all parties. In addition, the Plan Administrator may bring a court action to enforce the terms of the Plan or to recover benefit overpayments.

INFORMATION ON THE PLAN

Official name of the plan:

1199SEIU League Job Security Plan

Sponsor:

1199SEIU League Job Security Fund
498 Seventh Avenue
New York, NY 10018
(212) 629-5505

Employer identification Number (EIN):

13-3712851

Plan number:

501

Type of plan:

Job Security Plan

End of plan year:

December 31

Type of administration:

Trustee Administered

Plan administrator:

Board of Trustees

Plan address:

1199SEIU League Job Security Plan
498 Seventh Avenue, 4th Floor
New York, NY 10018
(212) 629-5505

Effective date:

October 10, 1995

Under your collective bargaining agreement, your Employer is required to contribute to the JSF to pay for JSF benefits. The Trustees may also seek the assistance of the New York State Departments of Labor and Health, the New York City Department of Employment and the United States Department of Labor or other funding sources to help fund the education, training and retraining benefits offered under the JSF.

Legal process may be served on the Board of Trustees, the Plan Administrator or JSF's counsel.

The Trustees may be contacted at:

1199SEIU League Job Security Fund
c/o Executive Director, Plan Administrator
498 Seventh Avenue, 4th Floor
New York, NY 10018
(646) 473-9200

JSF's counsel may be contacted at:

1199SEIU League Job Security Fund
Attn: General Counsel's Office
498 Seventh Avenue, 10th Floor
New York, NY 10018
(646) 473-9200

UNION TRUSTEES

Jackie Alleyne NewYork-Presbyterian Executive Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue, 8th Floor New York, NY 10018	Adekemi Gray Mount Sinai-Upper Manhattan Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018
Yvonne Armstrong Downstate Long Term Care Senior Executive Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue, 8th Floor New York, NY 10018	George Gresham President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018
Maria Castaneda Senior Executive Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue, 3rd Floor New York, NY 10018	Leigh Howard Northwell-Maimonides/SIUH/SI Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018
Roger Cumberbatch Montefiore Executive Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018	Kerry Johnston Northwell-LIJ Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018

UNION TRUSTEES

Joyce Neil NYU Executive Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018	Greg Speller Hudson Valley Capital Region Executive Vice President 1199SEIU United Healthcare Workers East 99 Church Street, 4th Floor White Plains, NY 10601
Dan Ratner Consultant 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018	Veronica Turner-Biggs Downstate Health Systems Senior Executive Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018
Milly Silva Secretary-Treasurer 1199SEIU United Healthcare Workers East 498 Seventh Avenue, 3rd Floor New York, NY 10018	Sui Ling Xu Montefiore-Bronx Indy Vice President 1199SEIU United Healthcare Workers East 498 Seventh Avenue New York, NY 10018

EMPLOYER TRUSTEES

Austin Bender Senior Director, Human Resources NYU Langone Medical Center One Park Avenue New York, NY 10016	Marc Leff Assistant Vice President, Employee and Labor Negotiations Northwell Health 1111 Marcus Avenue Lake Success, NY 11042
Chris Berner Vice President of Human Resources Mount Sinai Beth Israel 1st Avenue and 16th Street Executive Administration, 2 Dazian New York, NY 10003	Jason Limson Senior Corporate Director, Labor Relations Northwell Health 1111 Marcus Avenue, Suite LL20 Lake Success, NY 11042
David Brodsky Vice President Employee and Labor Relations Montefiore Medical Center 111 East 210th Street Bronx, NY 10467	Barbara Logan Linn & Logan Consulting League of Voluntary Hospitals and Homes NY 555 West 57th Street, Rm. 1530 New York, NY 10019
Jeff Cohen Vice President of Labor Relations Mount Sinai Medical Center 19 E. 98th Street New York, NY 10029	Guy Mennonna Senior Vice President, Human Resources Brooklyn Hospital 121 Dekalb Ave Brooklyn, NY 11201
Marc Z. Kramer President League of Voluntary Hospitals and Homes NY 555 West 57th Street, Suite1530 New York, NY 10019	Sean Moore Assistant Vice President, Member Services League of Voluntary Hospitals and Homes NY 555 West 57th Street, Rm. 1530 New York, NY 10019

EMPLOYER TRUSTEES

Robert L. Oliver, Jr.
League of Voluntary Hospitals and
Homes NY
555 West 57th Street, Rm. 1530
New York, NY 10019

Stacie Williams
Vice President, Human Resources
New York Presbyterian
466 Lexington Ave, 13th Floor
New York, NY 10017

Janice Reyes-Tutiven
Director, Labor & Employee Relations
Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467

Susan Wittich
Vice President for Human Resources
Eger Healthcare & Rehab Center
140 Meisner Avenue
Staten Island, NY 10306

Nothing in this SPD shall be construed as creating any right in any third party to receive payment from JSF or NBF, or creating any liability upon an Employer to retain any Employee in its service.

All Employees shall remain subject to discharge or discipline to the same extent as if the JSF had not been put into effect.

Neither the establishment of this Plan, nor any modification thereof, nor the payment of any benefits hereunder, shall be construed as giving to any Employee covered under the Plan (or any beneficiary of either), or other person, any legal or equitable right against an Employer, the League, the Union or any officer, director or employee thereof. In no event shall the terms and conditions of employment of any Employee be modified or in any way affected by this Plan.

Payments made by the JSF which are not consistent with the Plan—as stated in this SPD or as it may be amended—must be returned to the JSF.

No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge.

Any action by way of anticipating, alienating, selling, pledging, encumbering or charging the same shall be void and of no effect. Nor shall any benefit be in any manner subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.

An Employee's benefits under the Plan are paid solely out of the legally segregated assets pool made by

Employers (as defined in this Plan) relating to Contributions to the JSF. Neither Employers nor the Plan are liable for benefits beyond such legally segregated assets, nor shall an Employee be entitled to any benefits to be paid out of assets contributed to the JSF by employers not defined as Employers in the Plan.

The benefits provided hereunder are on a noncontributory basis. No contribution to the JSF by any Employee will be accepted by the Trustees.

No individual may, in any case, become entitled to additional benefits or other rights under the Plan after the Plan is terminated. Under no circumstances will any benefit under this Plan ever vest or become nonforfeitable.

The JSF does not pay benefits for applications containing misrepresentations or false, incomplete or misleading information. If a false or fraudulent application for benefits is filed, the JSF may seek full restitution plus interest and reimbursement of any expenses incurred by the JSF. In addition, the JSF may suspend the benefits to which the participant and his or her dependent(s) would otherwise be entitled until full restitution has been made. The Trustees reserve the right to turn any such matter over to the proper authorities.

X. DEFINITIONS

X. DEFINITIONS

“Agreement and Declaration of Trust”

means the Agreement and Declaration of Trust Establishing the 1199SEIU League Job Security Plan, dated March 5, 1993, further amended and restated on June 17, 2010, between the League of Voluntary Hospitals and Homes of New York and the Union, their successors and assigns and the Employer Trustees and Union Trustees named therein, and their successors and assigns, creating the 1199SEIU League Job Security Plan, as amended.

“Bargaining Unit”

as used herein means the bargaining unit set forth in an Employer’s stipulation of individual bargaining units.

“Collective Bargaining Agreement” or “CBA”

as used herein mean the collective bargaining agreements and any extension, modification or amendment thereof between the Union and either the League, other employers or all of them, which provide for, among other things, contribution rates and payments to the JSF by such Employer and any changes in such contribution rates or payments to the JSF, provided that in the case of another Employer, the collective bargaining agreement shall be acceptable to the League and the Union as the basis for admission to the JSF. The

term shall also mean written participation agreements between the JSF and any Employer to make contributions to the JSF that have been approved by the Union and the League.

“Committee”

means the Union/Management Job Security Program Committee, the Contract Interpretation and Policy Committee or the League and the Union acting as or by their agents and established pursuant to the League/1199 Agreement.

“Contributions”

means the payments required to be made to the JSF by each of the Employers pursuant to the applicable Collective Bargaining Agreement.

“CPO”

means the Central Placement Office established by the Trustees to implement the programs for which it has been delegated responsibilities under the Agreement and Declaration of Trust and the League/1199 Agreement.

“Displaced Employee”

means Employees who are protected from layoff pursuant to the terms of a Collective Bargaining Agreement and are displaced into a job with a minimum rate that is less than the minimum rate

of the position from which the Employee was displaced by \$50 or more.

“Eligible Employee” or “You”

means an Employee who meets the criteria for benefit eligibility set forth in the section titled “Eligibility for JSF Benefits” in this Summary Plan Description.

“Employee” or “Employees”

mean all regular full-time employees of an Employer who have completed their probationary period and who are employed by an Employer in job classifications covered by the Collective Bargaining Agreement and part-time employees who meet the foregoing definition provided they have served for a minimum of 90 days and have worked a minimum of 7.5 hours per week (in institutions that consider 37.5 hours per week full time) or 7 hours per week (in institutions that consider 35 hours per week full time).

“Employer” or “Contributing Employer”

mean an employer which is a member of the League or another employer who has in force a Collective Bargaining Agreement with the Union providing for Contributions to the JSF, provided that in the case of another employer, the Collective Bargaining Agreement shall be acceptable to the Trustees as the basis for admission to the JSF. The term shall also mean an Employer that has a written participation agreement with the JSF that has been approved

by the Trustees as the basis for admission to the JSF.

“Hard-to-Place”

means, in the sole judgment of the Plan Administrator, a lack of vacancies in the relevant job classification among Contributing Employers makes a participant’s placement in their classification difficult or unlikely. For example, technical/professionals who do not have the necessary education or who do not satisfy the current requirements for the job, or those who are in unusual titles, may be Hard-to-Place.

“JSF”

means the 1199SEIU League Job Security Fund as it is presently constituted or as it may be amended from time to time.

“League”

means the League of Voluntary Hospitals and Homes of New York.

“League/1199 Agreement”

means the Collective Bargaining Agreement between the League and the Union.

“Non-Compliant Employer”

means an Employer whose CBA with the Union does not require that the Employer place other JSF participants.

“Plan”

means the 1199SEIU League Job Security Plan/Summary Plan Description (SPD) as it is presently constituted or as it may be amended from time to time.

“Plan Administrator”

means, as used in this SPD, the Board of Trustees and any individuals, such as the Executive Director or Director of JSF, duly designated by the Trustees to carry out administrative functions.

“Salary” or “Weekly Salary”

mean the salary used to determine a former Employee’s weekly unemployment benefits with respect to a layoff entitling such individual to benefits under the Plan.

“SUB”

means the Supplemental Unemployment Benefits described on page 16 of this SPD.

“Training and Upgrading Fund”

means the 1199SEIU League Training and Upgrading Fund as it is presently constituted or as it may be amended from time to time.

“Trustees”

means the JSF Trustees acting in accordance with the terms and conditions of the Agreement and Declaration of Trust and any successor Trustees designated in the manner provided therein.

“Union”

means 1199SEIU United Healthcare Workers East.

NOTES



1199SEIU LEAGUE JOB SECURITY FUND

(646) 473-9200

Outside New York City: (800) 575-7771

www.1199SEIUBenefits.org

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