A LETTER FROM THE TRUSTEES

Dear 1199SEIU Member:

The League of Voluntary Hospitals and Homes and your union — 1199 — agreed in 1997, through the collective bargaining process, to form the 1199/Hospital League Health Care Industry Registered Nurse Job Security Plan. After amendments in 1999, and the union’s affiliation with the Service Employees International Union in 2000, the name was changed to the 1199SEIU/League Registered Nurse Training and Job Security Plan. The benefits the Plan describes are provided through the 1199SEIU/LEAGUE Registered Nurse Training and Job Security Fund, the RNTJSF.

The RNTJSF provides a wide range of benefits designed to enhance, expand and protect the nursing careers of participating RNs. Contributing Employers are strengthened when a nurse in their employ takes a course or pursues a higher degree; they gain a reputation for delivering skilled nursing care. The Union becomes stronger because its members have access to valuable training and job security benefits. Finally, the communities served by participating institutions benefit from better patient care administered by a caring, knowledgeable and consistent nursing staff. Access to and participation in these programs results in a winning situation for all parties concerned.

This book is designed to let you know:

- What programs are offered through the Fund
- How you can determine your eligibility for a program or benefit
- What policies and procedures govern the operation of the Fund, its programs and benefits.

After reading this Plan Document, if you have any questions or concerns about any of your benefits or coverage under it, call the RNTJSF at (212) 643-9340. A Fund representative will be happy to speak with you.

Through your hard work and determination, the Fund can provide you with an excellent nursing education, the training you need to stay competitive in health care, and the confidence of job security.

The Board of Trustees
CONTRIBUTING EMPLOYERS

The training benefits detailed in this Plan Document are available to Registered Nurses who are employed by the following institutions:

- Arden Hill Hospital
- Avalon Gardens (formerly Lutheran Center for the Aging)
- Beth Israel - Kings Highway Division
- Beth Israel - Petrie Campus
- Bon Secours
- Brookdale Hospital Medical Center
- Center for Nursing
- Cold Spring Hills (formerly United Presbyterian Residence)
- Daughters of Jacob
- Eastern Long Island
- Eger Health Care Center
- Good Samaritan Hospital
- Hebrew Home – Riverdale
- Holliswood Hospital
- Horton Medical Center
- Hospital for Joint Diseases
- Isabella Nursing Home
- Jamaica Hospital
- Jamaica Nursing Home
- Morningside House
- Mount Sinai Hospital of Queens
- New York Community
- North General
- North Shore - LIJ – Forest Hills
- Northern Manor
- Our Lady of Mercy
- Rivington House
- St. Barnabas’ Hospital
- St. John’s Queens Hospital
- St. Mary’s Hospital of Brooklyn
- St. Vincents Midtown Hospital (formerly St. Clare’s Hospital)
- Sarah Neuman Nursing Home
- Schervier Care Center
- Schulman Institute
- Sephardic Home
- South Shore Division
- Victory Memorial
- VIP Community Services

JOB SECURITY FUND
SUMMARY PLAN DESCRIPTION,
FOR JOB SECURITY BENEFITS OF THE
1199SEIU/LEAGUE REGISTERED NURSE
TRAINING AND JOB SECURITY FUND

INTRODUCTION

The 1199SEIU/League Registered Nurse Training & Job Security Fund (the “RNTJSF”) is intended to provide a program of benefits to 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 New York’s Health and Human Service Employees Union 1199/SEIU (the “Union”) 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 RNTJSF, these benefits are subject to the terms and conditions of the relevant information contained in the current CBA. If there is any conflict or inconsistency between this SPD and the current CBA, or if this booklet does not cover, or only partially covers, any provision, Your rights will be determined by the Trustees. Except as provided in Article VII and subject to the applicable CBA, 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 RNTJSF SPD may change or eliminate Your right to receive benefits or to receive any specific amount of benefits.
**ELIGIBILITY FOR RNTJSF BENEFITS**

In general, to be eligible for benefits from the RNTJSF, 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 works a minimum of seven and one-half (7 1/2) hours per week [for a thirty-seven and one-half (37 1/2) workweek] or seven (7) hours per week [for a thirty-five (35) hour workweek], and has served for a minimum of ninety (90) days.

You are eligible for full RNTJSF 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, and
- Not given the right to “bump”, and
- Eligible for unemployment benefits from New York State, and
- Available for placement by the CPO.

**Eligibility for Limited Benefits**

Depending on Your circumstances, You may be entitled to limited benefits provided by the RNTJSF. For example,

- If You are a part-time employee and You have completed Your probationary period and You are employed in job classifications covered by the Collective Bargaining Agreement but are not eligible to receive unemployment insurance, or You have not served for a minimum of ninety (90) working days, or both, You may be able to receive the placement

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**WHAT KIND OF BENEFITS ARE PROVIDED BY THE RNTJSF?**

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

- Supplemental unemployment benefits (see page 14),
- Continued health insurance (see page 17),
- Retraining benefits (see page 19), and
- Career counseling and placement services (see page 23).

Also, other 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 RNTJSF 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 on page 37.
assistance discussed on page 22 even though You are not eligible for other Fund benefits.

• 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 RNTJSF benefits.

• If You are a Displaced Employee, even though You are not eligible for other Fund benefits, the Trustees may establish and fund training programs to provide for Your retraining under the terms of a Collective Bargaining Agreement.

• Also, on occasion the Trustees may approve severance programs for Displaced Employees and Employees in at-risk job classifications as provided in a written agreement of the Committee.

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 recalled to that or another position.

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 RNTJSF if you meet the conditions described above. In the event Your “lay-off” is rescinded, You must reimburse the Fund for any SUB received from the RNTJSF on account of such layoff notice, to the extent of any back pay to which You are entitled.²

APPLYING FOR RNTJSF BENEFITS

HOW DO I APPLY FOR BENEFITS?

In order to receive RNTJSF benefits, You must satisfy the following conditions:

1. You (or Your authorized representative) must request benefits from the RNTJSF within three (3) weeks of the date the Fund sends You a written note.

2. You must attend an orientation scheduled by the RNTJSF within one (1) month of the date the Fund sends You a written notice.

3. You must agree in writing to comply with the policies and procedures of the RNTJSF concerning job counseling and placement.

4. 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 RNTJSF benefits within the three (3) week time limit, or file for unemployment benefits, You may appeal such requirement to the Trustees.

² 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.
LOSING RNTJSF BENEFITS

ONCE I AM DETERMINED ELIGIBLE FOR BENEFITS, CAN I LOSE MY ELIGIBILITY FOR BENEFITS?

You can lose entitlement for benefits if any of the following occur:

FAILURE TO EXERCISE BUMPING RIGHTS
OR TO TAKE A VACANCY

As a general rule, if You refuse to fill a vacancy afforded by your Employer or to which You are referred by the CPO, or You refuse or fail to exercise Your bumping rights, or fail to return to a job if You are recalled, You shall not be eligible for RNTJSF benefits.

However, You will remain eligible for benefits if You fail to bump, or accept a vacancy within Your Bargaining Unit if either (a) You had been employed in a full-time position immediately before layoff and the new job is a part-time job (but see pages 11 and 12 on the effect of taking part-time employment) or (b) the minimum rate for the new job is more than seven and one half percent (7.5%) less than the minimum rate for Your current job. If You are required to take an available position on a shift that presents a serious hardship, You may appeal such requirement to the Trustees.

REFUSAL TO TAKE A JOB WITHIN COMMUTING DISTANCE

All RNTJSF benefits shall stop if You refuse to take a job to which You are referred (see page 21) at an institution which is within the greater of (i) the average commuting time to the job from which You were laid off, or (ii) one (1) hour (average New York City travel time) from Your home.

TAKING A JOB WITH ANOTHER CONTRIBUTING EMPLOYER OR NBF PROVIDER

If You obtain a job with an Employer, or an NBF Provider, all coverage under the RNTJSF shall stop, except NBF Continuation Coverage, where applicable (see page 17). If You are terminated from that job without cause, or for inability to perform in the new job, You shall return to coverage under the RNTJSF for the balance of any benefits due to You. However, if You are discharged for cause, other than inability to perform, You shall not return to coverage under the RNTJSF unless the Committee, or an arbitrator acting pursuant to the Collective Bargaining Agreement, determines that You are entitled to return to coverage under the RNTJSF.

TAKING A TEMPORARY JOB

During the time You are in a temporary job with a Contributing Employer as described in the League/1199 Agreement, You will not be entitled to any benefits from the RNTJSF, 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,” page 12.) When the temporary job ends, You will again be covered under the RNTJSF for the balance of any benefits due under the RNTJSF, provided, however, that You shall cease all coverage under this RNTJSF if You leave the temporary job before the original commitment ends.

ACCEPTING A JOB OTHER THAN WITH A CONTRIBUTING EMPLOYER OR NBF PROVIDER

If You accept employment (other than with a Contributing Employer or an NBF Provider) during such employment You are ineligible for SUB and Continuation Coverage. However, your Continuation Coverage shall continue for only the first thirty (30) days of Your employment. During this employment You may still receive referrals to vacant positions with Contributing Employers by the CPO. When Your employment ends, You will once again be eligible for your remaining SUB and Continuation Coverage if You had been in Your job for less than twelve (12) months.

A FULL-TIME EMPLOYEE ACCEPTING PART-TIME EMPLOYMENT INSTEAD OF LAYOFF

If You are a full-time employee who, instead of being layoff,
accepts a part-time position or who, having been laid off, is recalled to or obtains part-time employment, You will not be entitled to SUB benefits. You shall be entitled to Continuation Coverage under the NBF to the extent needed to maintain Your prior level of benefits (see page 18). You may also be referred to vacant positions with Contributing Employers. If Your part-time employment ends, You shall return to Your original status and shall be entitled to the balance of Your benefits under the RNTJSF.

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 RNTJSF.

CLOSING OF A FACILITY OR TERMINATION OF A GRANT PROGRAM

In the event that You are laid off because a major facility closes, or a grant program terminates, as determined by the Committee, SUB benefits may not be provided.

EMPLOYEES INTENDING TO RETIRE

If You intend to retire within six (6) months of layoff, You will not be required to participate in the placement service from the CPO to remain eligible for SUB benefits and NBF benefits. Once You retire, You are no longer eligible for SUB benefits and NBF benefits.

DISABLED EMPLOYEES

If You are disabled and unable to work due to Your disability including pregnancy disability, and Your disability would qualify You for NBF disability benefits if You remained employed, You will not be entitled to benefits under the RNTJSF during the period You're disabled. When the period of disability ends, You will return to coverage under the RNTJSF for the balance of any benefits due under the RNTJSF.

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 RNTJSF. The Trustees shall determine on a case by case basis whether Employees who elect to receive such benefits are entitled to benefits under the RNTJSF.

EMPLOYEES OFFERED A NEW POSITION WHILE IN TRAINING

If You are an Employee 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:

1. completed at least one-third (1/3) of the training program, and
2. have a commitment for a job upon completion of the course, or if the training program will qualify You for a market scarce job as determined by the Committee.

If You wish to continue training pursuant to this provision You may seek approval to do so from the RNTJSF Director, subject to approval of the Trustees.

DELINQUENT EMPLOYERS

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

BENEFIT COST EXCEEDING BUDGET

If the cost of benefits exceeds the budget established by the Trustees or the availability of funding, the Trustees have the discretion to reduce or terminate benefits.
BENEFITS
SUPPLEMENTAL UNEMPLOYMENT BENEFITS (“SUB”)

Am I eligible for SUB?
If You are eligible for full RNTJSF benefits, You are eligible for SUB, unless You fail or refuse to participate in a mandated training program or you lose your eligibility (see page 19).

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 one hundred percent (100%) of Your pre-layoff Salary (on a pre-tax basis). For example, Sally Jones is laid off August 31st. 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 8 weeks, her severance, accrued leave, and unemployment benefits will no longer provide her with $500 per week and SUB payments will begin the 9th week after layoff.

How much will I receive?
The amount of the SUB that You may receive will be determined in accordance with the following schedules:

Full-Time Employees
Full-time Employees receiving Unemployment receive SUB payments in the amount of $150 per week. The SUB payment is $375 per week after your Unemployment benefits are exhausted.

Part-Time Employees
Part-Time Employees will receive weekly Sub-payments prorated by the following formulas:

If receiving Unemployment benefits — The average weekly pay used to determine NYS Unemployment insurance multiplied by $150, then divided by the Full-time minimum Weekly Rate for the Position.

If Unemployment benefits are exhausted — The average weekly pay used to determine NYS Unemployment insurance multiplied by $375, then divided by the Full-time minimum Weekly Rate for the Position.

The additional SUB payment described above shall be reduced to the extent that You are entitled to receive money payments from another funding source while participating in a training program sponsored or funded by such other funding source.

How long will I receive SUB payments?
The length of time You will receive SUB depends on the date You first became eligible. If You became eligible before July 1, 1998, You are eligible for SUB benefits for up to twelve (12) months.

• If You became eligible on or after July 1, 1998 and before January 10, 2002, Your SUB benefits may be extended up to one (1) additional year for a two (2) year maximum.

• If You became eligible for full RNTJSF benefits on or after January 10, 2002 and before April 30, 2005, You are eligible for SUB benefits for a period equal to the greater of:
  (i) two (2) years or
  (ii) the period through April 30, 2005.

• If You became eligible for full RNTJSF benefits on or after May 1, 2005 and before April 30, 2008, You are eligible for SUB benefits for a period equal to the greater of:
  (i) two (2) years or
  (ii) the period through April 30, 2008.

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 benefits is conditioned on Your satisfaction of the rules and requirements of the RNTJSF, including but not limited to mandatory training (see page 19) and pursuing job referrals and job opportunities (see page 10).

Other SUB Payments

Further 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.

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CONTINUATION COVERAGE UNDER THE 1199SEIU NATIONAL BENEFIT FUND

If You are eligible for full RNTJSF benefits, the RNTJSF will make contributions to the 1199SEIU National Benefit Fund for Health & Human Service Employees so that You will receive continuation of Your medical and other benefits (“NBF Continuation Coverage”) 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.

For how long will I receive NBF Continuation Coverage?

Your NBF Continuation Coverage will stop when the level of NBF coverage that You had previously been entitled to before the layoff recommences because of subsequent Employment with an Employer(s).

If You are not reemployed, NBF Continuation Coverage will be continued for the following periods:

- If You became eligible before July 1, 1998, You are eligible to receive NBF Continuation Coverage for up to twelve (12) months from Your date of layoff;
- If You became eligible on or after July 1, 1998 and before January 10, 2002, You are eligible to receive NBF Continuation Coverage for up to two (2) years from your date of layoff;
- If You became eligible for RNTJSF benefits on or after January 10, 2002 and before April 30, 2005, You are eligible for NBF Continuation Coverage for a period up to the greater of
  - (i) two (2) years from your date of layoff or
  - (ii) through April 30, 2005; or
- If You became eligible for full RNTJSF benefits on or after May 1, 2005 and before April 30, 2008, You are eligible for NBF Continuation Coverage for a period equal to the greater of:
  - (i) two (2) years from your date of layoff or
  - (ii) the period through April 30, 2008.

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3 The SUB for a part-time Employee shall not exceed the SUB payable to a full-time Employee laid off from the same position.
Your eligibility for NBF continuation coverage can never be longer than the length of Your employment with Your Employer immediately prior to layoff.

NBF Continuation Coverage will also be discontinued when the level of NBF coverage to which you were entitled to immediately prior to layoff recommences because of subsequent employment with an Employer(s).

Your eligibility to receive NBF Continuation Coverage is conditioned on Your satisfaction of the rules and requirements of the RNTJ_SF, including mandatory training (see page 19) and pursuing job referrals and job opportunities (see page 10).

NBF CONTRIBUTIONS

The RNTJ_SF shall obtain NBF Continuation Coverage by paying for it at the necessary amount of Your Employer’s current contribution percentage based on Your salary at the time You were laid off.

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 RNTJ_SF 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, You may apply to the Trustees for continuation of health coverage by RNTJ_SF’s payment of COBRA premiums to the health plan that covered You at the time of layoff, provided that such payments shall not exceed or extend beyond the NBF payments provided above.

TRAINING BENEFITS

What Training Benefits are offered by the RNTJ_SF?

At the sole discretion of the Trustees, the RNTJ_SF provides a variety of training programs which may be available to eligible Employees. In no case will an RNTJ_SF training program be scheduled to last longer than one (1) year.

If You have been placed in a regular program for technical or professional training under the League/1199SEIU 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:

Interviewing Skills, Communication Workshop and Resume Writing
You are required to attend the RNTJ_SF sponsored Workshop on interviewing and communication skills and resume writing within two months following Your last day of active employment. If You do not complete the Workshop within that two-month period, Your SUB shall be reduced by twenty-five dollars ($25) per week. Your SUB shall be further reduced by an additional twenty-five dollars ($25) per week if You do not complete the Workshop by the end of the third month following the last day of employment (total reduction of fifty dollars ($50) per week). These reductions shall apply to all weeks of SUB eligibility until the Workshop is completed.

Other Mandatory Training
If an RNTJ_SF Job Counselor notifies You in writing that an RNTJ_SF 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 full SUB.
INCENTIVE PROGRAMS

When am I eligible to receive a travel incentive payment and allowance?
If You take a full-time job with an Employer where the 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
(i) one hour, or
(ii) 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?
The one time incentive payment shall be payable according to the following schedule:

Three thousand dollars ($3,000), provided You have not previously refused such a long commute job opportunity suggested by a RNTJSF Job Counselor.

The incentive payment shall be reduced by $1,000 each time You refuse such a job opportunity. A refusal occurs when You decline to go on an interview or to accept an employment offer for such a position. After three refusals, You are no longer eligible for the incentive payment.

The one time incentive payment shall be paid in three installments:
(i) one third upon completion of the probationary period,
(ii) one third on completion of six months of employment, and
(iii) one third on completion of nine months of employment.

(1) Short Courses - those requiring up to one (1) week to complete
If You fail to enter or complete a short course within two (2) months of being notified to take the course, Your SUB shall be reduced by twenty five dollars ($25) per week effective as of two months following the sending of the notice. There shall be an added twenty-five dollar ($25) per week reduction (total of fifty dollars ($50) per week) if the course is not completed within three months of the notice. This reduction shall apply to all weeks of SUB eligibility until the course is completed.

(2) Skills Courses
If You fail to enter a skills course Your SUB shall be reduced by fifty dollars ($50) per week effective as of the date the course is scheduled to begin. Your SUB shall be reduced by an additional fifty dollars ($50) per week as of the beginning of each month thereafter that the program is offered until You enter the course. For example, Your SUB will be reduced by one hundred fifty dollars ($150) per week effective as of the first week of the third month following the original effective date of the first fifty dollar ($50) per week reduction. If You drop out of a skills course Your SUB shall be reduced in accordance with the foregoing paragraph effective with the day following the last day of attendance in the course and continuing until You again become a course participant in good standing.

What if I do complete the mandatory training?
Effective as of the date You complete the required Workshop, or short course, or enter into and remain a participant in good standing in the required skills course. Your weekly SUB shall be increased back to the full weekly amount. However, You will not be reimbursed for the SUB payments that You were docked while You failed to satisfy the training requirements — those payments are permanently forfeited.
CAREER PLACEMENT TRAINING
AND REFERRAL SERVICE

Is job placement an RNTJSF benefit?
No.
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 RNTJSF. However, the RNTJSF operates a Central Placement Office (“CPO”) that has been given the responsibility under the CBAs to refer RNTJSF participants to vacant positions.

Must I use the Central Placement Office (CPO)?
Yes, in order to keep your eligibility for SUB benefits 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 RNTJSF orientation (see page 9) and complete the RNTJSF mandatory training (see page 19).

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 will be referred to the 1199SEIU Employment Center (“EC”) for other referrals, including jobs with other Employers. The EC may also assist you in obtaining a position with employers who are not Contributing Employers.

What if I can’t immediately be placed?
If You cannot immediately be placed You may, in the sole discretion of the Trustees, be retrained to learn the skills needed for other positions (see page 19). Following such retraining, You may be referred to the EC 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.
APPEALING DENIED BENEFITS

In general, when you request RNTJTF 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 ninety (90) days to review your application. If this occurs, you will be notified in writing, prior to the termination of the initial ninety (90) day period, as to the reason for the extension, and any other information needed in order to process your claim.

If you are denied or you lose RNTJTF benefits, you may appeal to the Executive Director. In order to appeal the denial of a claim for benefits that you believe you are entitled to, or your authorized representative, must file a written appeal and include all information relevant to your claim.

If the Executive Director denies your appeal, 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 Executive Director’s 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 Registered Nurse Training & Job Security Fund – Att: Appeals
330 West 42nd Street, 13th Floor
New York, NY 10036

Decisions of the Executive Director and the Appeals Committee will be made in writing, within 30 days after a request for an appeal is received, and will include an explanation of the decision and the specific references to any Plan provisions 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 (see page 28). All claims against the Fund are subject to the appeals procedure outlined above. No lawsuits may be filed in any court until all steps of these procedures have been completed and the benefits requested have been denied in whole or in part.

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 which shall be resolved in the manner set forth in the applicable Collective Bargaining Agreement.
YOUR RIGHTS UNDER ERISA

As a participant in the Plan, You are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Fund office, and at other specified locations, such as work sites and union halls, certain Plan documents including copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions;

2. Obtain copies of certain Plan documents and other Plan information upon written request to the Trustees. The Trustees may make a reasonable charge for the copies, and

3. Receive a summary of the Plan’s annual financial report. The Trustees are required by law to furnish each participant with a copy of this summary annual report.

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 or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA. If Your claim for a welfare 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 Plan review and reconsider Your claim.

AUTHORITY OF PLAN ADMINISTRATOR

The Plan shall be administered and operated by the Trustees and their designees. Except as provided below and may otherwise be provided in the Agreement and Declaration of Trust, the Plan and Trust shall be administered and operated exclusively by the Trustees (or the Administrator or any committee duly authorized by the Board) which shall have complete authority, in its sole and absolute discretion, to construe the terms of each Plan (and any related documents and underlying policies or regulations); provided: (A) the Trustees shall have complete authority, in their sole and absolute discretion to construe the terms of the Plan and the Agreement and Declaration of Trust with respect to an individual’s entitlement to counseling, training, supplemental unemployment, continuation health coverage and related benefits established by the Committee; (B) 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 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 decisions of the Trustees shall be final and binding on all parties and persons affected thereby.
Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request materials from the Trustees 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 Trustees to provide the materials and pay You up to one hundred dollars ($110) a day until You receive the materials, 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, and if You have complied with and completed the appeals procedures, You may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan 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 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 is frivolous.

If You have any questions about the Plan, You should contact the Trustees. If You have any questions about this statement or about Your rights under ERISA, You should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

**GENERAL INFORMATION**

**OFFICIAL NAME OF THE PLAN:** 1199SEIU/League
Registered Nurse Training and Job Security Plan

**SPONSOR:**
1199SEIU/League
Registered Nurse Training & Job Security Fund
330 West 42nd Street, 13th Floor
New York, NY 10036
(212) 643-9340

**EMPLOYER IDENTIFICATION NUMBER (EIN):** 13-3946135

**PLAN NUMBER:** 501

**TYPE OF PLAN:** Job Security and Training Plan

**TRUSTEES OF PLAN UPDATE:**

**EMPLOYER TRUSTEES and ALTERNATE TRUSTEES:**
Bruce McIver
President, League of Voluntary Hospitals & Homes of New York
555 West 37th St., Room 1530
New York, NY 10019
(212) 956-8900

Raquel Ayala
VP of Human Resources
Brookdale Hospital
525 Rockaway Parkway, Room B1
Brooklyn, NY 11212
(718) 240-5246

Norma Calame
Director, Human resources
The Mt. Sinai Hospital of Queens
25-10 30th Avenue
Long Island City, NY 11102
(718) 267-4207
Rebecca Gordon
Corporate Director
Human Resources/Labor Relations
North Shore/LIJ Health System
200 Community Drive
Great Neck, New York 11021
(516) 734-7042

John Hernandez
Director, Human Resources
St. Vincents Midtown Hospital
415 West 51st Street
New York, NY 10019
(212) 459-8423

Jacqueline Holley, RN
VP of Human Resources
Jamaica Hospital & Medical Center
8900 Van Wyck Expressway
Jamaica, New York 11418
(718) 206-6640

Carmen Suardy
Corporate Director
Beth Israel Medical Center
215 Park Avenue South, 5th Floor
New York, NY 10003
(212) 387-6933

Keith Wolf
Vice President of Human Resources
St. Barnabas Hospital
183rd Street & Third Avenue
Bronx, NY 10457
(718) 960-6500

Candy Woods
VP of Human Resources
Episcopal Health Services
227 Beach 19th Street
Far Rockaway, NY 11691
(718) 869-7650

Mary Morris
Director of Organizational Development
St. Vincents Catholic Medical Center of New York
153 West 11th Street, 7th Floor
New York, NY 10011
(212) 604-7905

Mary Walsh
Chief Nursing Officer
Beth Israel Medical Center
Nursing Administration
16th Street and First Avenue
New York, NY 10003
(212) 420-4215

Norma Amsterdam, RN
Executive Vice President
1199SEIU New York’s Health & Human Service Union
310 West 43rd Street, 12th Floor
New York, New York 10036
(212) 603-1137

Clare Thompson
Vice President
1199SEIU New York’s Health & Human Service Union
330 West 42nd Street, 12th Floor
New York, NY 10036
(212) 603-1147

Kenrith Afflick
1199SEIU New York’s Health & Human Service Union
330 West 42nd Street, 12th Floor
New York, NY 10036
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Cynthia Askins
1199SEIU New York’s Health & Human Service Union
330 West 42nd Street, 12th Floor
New York, NY 10036

Joanne DeRose
1199SEIU New York’s Health & Human Service Union
330 West 42nd Street, 12th Floor
New York, NY 10036
END OF PLAN YEAR: December 31

TYPE OF ADMINISTRATION: Trustee Administered

PLAN ADMINISTRATOR: Board of Trustees
1199SEIU/League
Registered Nurse Training and Job Security Plan
330 West 42nd Street, 13th Floor
New York, NY 10036
(212) 643-9340

EFFECTIVE DATE: April 25, 1997

The Plan is maintained pursuant to the Collective Bargaining Agreements defined in the Plan. A copy of such Collective Bargaining Agreements may be obtained by participants upon written request to the Trustees and is available for examination by participants.

Under Your collective bargaining agreement, Your Employer is required to contribute to the RNTJSF to pay for RNTJSF 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 and training and re-training benefits offered under the RNTJSF.

The Trustees keep records of the Fund and are responsible for the administration of the Plan. The Trustees will also answer any questions You may have about the Plan.

Service of legal process may be made upon the Trustees.

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 RNTJSF. 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 Fund by employers not defined as Employers in the Plan.

The benefits provided hereunder are on a non-contributory basis. No contribution to the Fund by any Employee will be accepted by the Trustees.

The Trustees reserve the right, in its sole and absolute discretion, to amend or modify the Plan document, in whole or in part, or to terminate the Plan and with respect to any class of Employees at any

* The number and names of individuals who serve as RNTJSF Trustees are subject to change based on decisions made by the Board of Trustees.
time and for any reason. The amendment, modification or termination of the Plan document may change Your right to participate in the Plan, to receive benefits or to receive any specific amount of benefits.

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.

Notwithstanding any provision in the Plan to the contrary, employees covered under another plan operated by the RNTJSF shall not be entitled to benefits under this Plan except as may be provided in an amendment to the League/1199SEIU Agreement.

**Administration**

The Plan shall be administered and operated by the Trustees and their designees. Except as provided below and may otherwise be provided in the Agreement and Declaration of Trust, the Plan and Trust shall be administered and operated exclusively by the Trustees (or the Administrator or any committee duly authorized by the Board) which shall have complete authority, in its sole and absolute discretion, to construe the terms of each Plan (and any related documents and underlying policies or regulations); provided: (A) the Trustees shall have complete authority, in their sole and absolute discretion to construe the terms of the Plan and the Agreement and Declaration of Trust with respect to an individuals entitlement to counseling, training, supplemental unemployment, continuation health coverage and related benefits established by the Committee; (B) 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 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 decisions of the Trustees shall be final and binding on all parties and persons affected thereby.

**Limitation of Responsibility**

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.

**Records**

The records of the Trustees with respect to all relevant Plan matters shall be conclusive for all purposes of this Plan.

**Construction**

The respective terms and provisions of this Plan shall be construed, whenever possible, to be in conformity with the requirements of ERISA, or any subsequent applicable laws or amendments thereto. To the extent not in conflict with the preceding sentence, the construction and administration of the Plan shall be in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York (without reference to its conflicts of law provisions).

Should any provisions of this Plan document be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions of this Plan document unless such determination shall render impossible or impracticable the functioning of this Plan, and in such case, an appropriate provision or provisions shall be adopted so that this Plan may continue to function properly. Pending the adoption of such provision, issues raised under unlawful or invalid provision shall be resolved by the Committee.

**Plan Not a Contract of Employment**

Nothing contained in this Plan document shall be held or construed to create 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 Fund had not been put into effect.

**Gender and Number**

Wherever used, the masculine pronoun shall include the feminine, the
feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular.

**Headings**

The headings in this Plan document are for the convenience of reference only. In the event of a conflict between a heading and the content of a Section, the content of such Section shall be binding.

**Entire Agreement**

This Plan document is intended to be the complete and exclusive statement of the terms hereof.

**DEFINITIONS**

“Agreement and Declaration of Trust” means the Agreement and Declaration of Trust Establishing the 1199/Hospital League Health Care Industry Registered Nurse Training & Job Security Plan, dated April 25, 1997 between the League of Voluntary Hospitals and Homes of New York and 1199 National Health and Human Service Employees Union, their successors and assigns, and the Employer Trustees and Union Trustees named therein, their successors and assigns creating the 1199SEIU/League Registered Nurse Training & Job Security Plan, as amended.

“Bargaining Unit” 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, or other employers, or all of them, which provide for, among other things, contribution rates and payments to the RNTJSF by such Employer and any changes in such contribution rates or payments to the RNTJSF, 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 RNTJSF; the term shall also mean written participation agreements between the RNTJSF and any employer to make contributions to the Fund 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 established pursuant to the League/1199 Agreement.

“Contributions” means the payments required to be made to the RNTJSF 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.

“Employee” or “Employees” mean all regular full-time employees of an Employer who have completed their probationary period 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 ninety (90) days and have worked a minimum of seven and one-half (7 1/2) hours per week [for a thirty-seven and one-half (37 1/2) workweek] or seven (7) hours per week [for a thirty-five (35) hour workweek].

“You” or “Eligible Employee” means an Employee who meets the criteria for benefit eligibility set forth in Article II.

“Contributing Employer” or “Employer” means 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 RNTJSF, 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 RNTJSF; the term shall also mean an employer which has a written participation agreement with the RNTJSF that has been approved by the Union and the League as the basis for admission to the RNTJSF.

“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.

“NBF Provider” means a physician, dentist, physician or dental group, other ambulatory care entity, laboratory, pharmacy or other vendor which provides services to the 1199SEIU National Benefit Fund, and which is not an Employer.

“Plan” means the 1199SEIU/League Registered Nurse Training & Job Security Plan/Summary Plan Description, as it is presently constituted or as it may be amended from time to time.

“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 in Section IV of this SPD.

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

“Trustees” means the RNTJSF 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 New York’s Health and Human Service Union.
Notes: