



1199SEIU

GREATER NEW YORK
JOB SECURITY FUND

SUMMARY PLAN DESCRIPTION

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**1199SEIU GREATER NEW YORK
JOB SECURITY FUND
SUMMARY PLAN DESCRIPTION
SEPTEMBER 2026**

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I. INTRODUCTION

I. INTRODUCTION

The 1199SEIU Greater New York Job Security Fund (the “JSF” or the “Fund”) provides 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 1199SEIU United Healthcare Workers East (the “Union”) and an Employer contributing to the JSF (“JSF Contributing Employers”). Some benefits may also be provided if You are identified as at risk of Layoff.

While this booklet, called the Summary Plan Description (“SPD”), sets forth the benefits provided through the JSF, these benefits are subject to the terms and conditions of the relevant information contained in the current CBA. If this booklet does not cover, or only partially covers, any provision, Your rights will be determined by the Fund Trustees. 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. Amendments or modifications to 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 (SUB) (see page 16)
- Continued health insurance through the 1199SEIU Greater New York Benefit Fund (GNYBF Continuation Coverage) (see page 20)
- Retraining Benefit to the extent required of a participant by the Plan Administrator (see page 26)

Note: Benefits are subject to change and are subject to eligibility requirements.

NEED TO KNOW WHAT CERTAIN TERMS MEAN IN THIS SPD?

Refer to Section IX, Definitions. Section IX lists the terms used in this SPD and explains how they are defined by the 1199SEIU Greater New York Job Security Fund. Most defined terms are capitalized throughout this SPD.

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II. ELIGIBILITY

ELIGIBILITY FOR JSF BENEFITS

In general, to be eligible for benefits from the JSF, You must be a full-time employee of a JSF Contributing Employer in a job classification covered by the Collective Bargaining Agreement and have completed the contractual probationary period.

Except as provided in the section below, You are eligible for JSF benefits if You meet the length-of-service requirement above (i.e., the contractual probationary period) 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,” as provided in Your CBA, and have not declined a comparable vacancy;
- Not receiving pension benefits from an 1199SEIU Pension Fund;
- Eligible for unemployment benefits from New York State or excused from this requirement by the Plan Administrator (see note below);
- Available for placement by the 1199SEIU Employment Center (“EC”); and
- A participant in training and other programs as may be required by the Plan Administrator.

Note: If You are ineligible for unemployment benefits for reasons other than willingness to work, upon submission of documentation satisfactory to the Plan Administrator, the Plan Administrator may, in its sole discretion, waive the eligibility requirement noted above.

What does it mean to be “**laid off**”?
A termination of employment is not a “Layoff” 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 the Layoff, You are still eligible for JSF benefits while that challenge is pending if you meet the conditions described above. In the event Your Layoff is rescinded, the Fund must be reimbursed by Your Employer or, if not by Your Employer, by You, for any SUB received from the JSF on account of such Layoff Notice. (Such reimbursement shall not exceed the amount of back pay to which you are entitled.)

Note: 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.

APPLYING FOR JSF BENEFITS

How Do I Apply for Benefits?

In order to receive JSF benefits, You **must** satisfy the following conditions and complete application materials provided by the Fund:

1. 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.
2. You must attend an orientation scheduled by the JSF.
3. You must agree in writing to comply with the policies and procedures of the JSF 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 JSF benefits within the 30-day time limit or to file for unemployment benefits, You may appeal such requirement to the Plan Administrator.

LOSING JSF BENEFITS

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

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

Failure to Exercise Bumping Rights or Take a Vacancy

As a general rule, You shall not be eligible for JSF benefits if You:

- Refuse to fill a comparable vacancy offered by Your Employer (“comparable” as defined by Your CBA and/or by the Plan Administrator);
- Refuse or fail to exercise Your bumping rights under Your CBA;
- Fail to return to a job if You are recalled; or
- Refuse to accept a position to which you were referred by the Employment Center, subject to the conditions outlined in this SPD.

However, You will remain eligible for benefits if You fail to bump or accept a vacancy within Your Bargaining Unit if

- You had been employed in a full-time position immediately before Layoff and the new job is a part-time job (but see “A Full-time Employee Accepting Part-time Employment or Recall Instead of Layoff” in this section) or

- The minimum rate for the new job is more than nine percent less than the minimum rate for Your job immediately before Layoff.

If You are required to take an available position on a shift that you believe presents a serious hardship, You may appeal such requirement to the Plan Administrator, which, in its sole discretion, may grant a waiver with respect to this requirement.

What are “bumping rights”?

Bumping rights refer to the rights You have, if any, under Your CBA to fill a position occupied by another bargaining unit employee.

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 as outlined above at an institution that is located within:

- Your average commuting time to the job from which You were laid off, or
- 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

If You obtain a regular **full-time job** with a Funds Contributing Employer, all coverage under the JSF shall stop, except GNYBF Continuation Coverage, where applicable, as outlined in Section IV. (If you accept a part-time position with a Funds Contributing Employer, see “A Full-time Employee Accepting Part-time Employment or Recall Instead of Layoff” in this section.)

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 JSF 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 JSF unless the Plan Administrator determines that You are entitled to return to coverage under the JSF.

Accepting a Job with an Employer that Is Not a Contributing Employer

If You accept employment with an employer that is not a Funds Contributing Employer, during such employment You are not eligible for SUB and GNYBF Continuation Coverage. Under such circumstances, Your Continuation Coverage shall continue for only the first 30 days of Your new employment. During this employment, You may still receive referrals to vacant positions with Funds Contributing

Employers by the Employment Center. When Your new employment ends, You will once again be eligible for your remaining SUB and GNYBF Continuation Coverage if You had been in Your job for fewer than 12 months.

Taking a Temporary Job with a Funds Contributing Employer

During the time You are in a temporary job with a Contributing Employer, You will not be entitled to any benefits from the JSF, including SUB payments, except that your GNYBF Continuation Coverage shall continue for 30 days. If You accept part-time or temporary/irregular employment in lieu of Layoff, see “A Full-time Employee Accepting Part-time Employment or Recall Instead of Layoff” below. When the temporary job ends, You will again be covered under the JSF for the balance of any benefits due under the JSF, provided, however, that Your JSF benefit coverage shall terminate if You leave the temporary job before the original commitment ends. After three months of Layoff, JSF participants shall be required to accept placement into temporary jobs with a Contributing Employer where the duration of the job is three months or longer.

A Full-time Employee Accepting Part-time Employment or Recall Instead of Layoff

If You are a full-time employee who, instead of Layoff:

- Accepts (voluntarily) a part-time position with a Funds Contributing Employer;
- Is placed by the Employment Center in a part-time position with a JSF Contributing Employer or another Funds Contributing Employer, subject to the conditions below; or
- Is recalled to a part-time position with your former Employer

then You may not be entitled to SUB. Under such circumstances, You shall be entitled to GNYBF Continuation Coverage to the extent needed to maintain Your prior level of benefits (see Section IV: Continuation Coverage Under the 1199SEIU Greater New York Benefit Fund). 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 JSF.

If You obtain employment on an irregular basis of no more than one day per week, the Plan Administrator may determine that you have not obtained part-time employment for purposes of determining your eligibility for JSF benefits.

Participants Refusing to Accept Part-time Employment

Under circumstances where the Plan Administrator determines that no full-time position for which You are qualified is available, You may be required to accept a part-time position (only if the hours for such part-time position total at least three-fifths of the workweek and the job is within the travel guidelines outlined in Section V). Under such circumstances, your eligibility for JSF benefits shall terminate if you refuse such part-time position. In order to require You to accept a part-time position to maintain eligibility, the Plan Administrator is required to offer You the incentive benefits described under “A Full-time Employee Accepting Part-time Employment or Recall Instead of Layoff.”

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, Your JSF benefits, if any, will be determined by the Trustees and, therefore, may be limited.

Employees Intending to Retire

If You decide to retire and provide to the 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 EC to

remain eligible for SUB and GNYBF Continuation Coverage 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, You will not be entitled to benefits under the JSF during such period. When the disability period ends, You will return to coverage under the JSF for the balance of any benefits due under the JSF; however, if Your disability extends beyond six months and Your GNYBF Coverage has terminated, You will not be entitled to resume GNYBF 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 GNYBF SPD, You will not be eligible for disability benefits and healthcare through the GNYBF but You may be eligible for statutory disability benefits through Your state.

Taking Retraining Programs

If the Plan Administrator requires that You take a retraining program as a condition for receiving benefits, You may, at the discretion of the Plan Administrator, be excused from

seeking employment during the course of the retraining program. To receive Fund benefits, You will have to satisfy the Plan Administrator that You are participating in the retraining.

Failure to Attend Skills Training Programs Required by the JSF

The Plan Administrator may require Your participation in certain courses, trainings or workshops including, but not limited to:

- Interviewing skills training,
- Communications workshops,
- Educational counseling and
- Resume writing 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. Failure to complete mandatory training will result in termination of all JSF benefits.

Failure to Comply with Employment Placement Procedures

As part of Your enrollment process in the JSF, You will be informed of certain policies and procedures called the Employment Placement Guidelines, and You will be required to agree to comply with such Employment Placement Guidelines. If at any time after your enrollment in the JSF it is determined that you have failed to adhere to or comply with such Employment Placement Guidelines, your eligibility for JSF benefits may be terminated.

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")

WHAT ARE SUPPLEMENTAL UNEMPLOYMENT BENEFITS ("SUB")?

Supplemental unemployment benefits ("SUB") are payments the JSF provides to eligible participants (subject to the conditions in this SPD) to help supplement the unemployment insurance payments ("UI") provided by state governments.

WHEN DO SUB PAYMENTS START?

SUB payments begin when monies from unemployment insurance ("UI"), severance and accrued leave payments received upon Layoff, if any, no longer replace 100% of Your pre-Layoff regular Salary (on a pre-tax basis). (Examples of "accrued leave" include unpaid accrued vacation time or sick days where provided by your CBA or your Employer's past practice.)

For example, Sally Jones is laid off August 31. Her severance and accrued paid leave benefits are \$2,000. Her pre-Layoff Salary before taxes is \$500 per week, and her UI

is approximately \$300 per week. So, the difference between Sally's pre-Layoff Weekly Salary and the weekly UI benefit is \$200 (\$500 minus \$300 = \$200), meaning Sally would need \$200 each week to supplement the UI and fully replace her pre-Layoff Weekly Salary. For the purposes of this calculation (determining when SUB payments begin), \$200 of Sally's \$2,000 severance and accrued paid leave benefits will be allocated each week toward making Sally whole. At \$200 per week, after 10 weeks, the severance and accrued paid leave benefits will be exhausted, and Sally will only be receiving the \$300 in UI. Because the UI alone does not fully replace Sally's pre-Layoff Salary (\$500), SUB payments will begin the eleventh week after Layoff.

HOW MUCH WILL I RECEIVE?

In the following chart, the right column shows the SUB amount you will receive, based on your pre-Layoff Weekly Salary, while you are eligible for SUB.

Weekly Salary	Weekly SUB
Less than \$600	\$75
\$600 but less than \$750	\$100
\$750 or more	\$125

**HOW LONG WILL I RECEIVE
SUB PAYMENTS?**

You are eligible for SUB for up to six months from your first date of eligibility for JSF benefits, as determined by the Plan Administrator.

Note: Your eligibility for SUB can never be longer than the lesser of (a) six months or (b) 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 payments is conditioned on Your satisfying the rules and requirements of the JSF as outlined in Section II: Eligibility, including but not limited to mandatory training, employment placement procedures and pursuing job referrals and job opportunities.

Your SUB through the Fund may also stop for the period You receive enhanced unemployment benefits. When the total unemployment insurance you receive exceeds the amount You were receiving from basic unemployment plus SUB, it is called “enhanced unemployment benefits.” You might receive enhanced unemployment benefits if, for example, the government temporarily expands governmental unemployment benefits, offering unemployment replacement benefits in addition to regular UI. Your receipt of enhanced unemployment

benefits does *not* extend Your period of eligibility for JSF benefits under the Plan.

**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 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 once the Plan Administrator confirms Your eligibility if You assign Your rights to any and all payments of severance and accrued leave benefits to the JSF, up to the full amount of SUB payments you receive. Your benefit payments will be retroactive to the date of Your Layoff. You must complete the assignment form supplied by the JSF and satisfy all other JSF rules and requirements.

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If You are a JSF participant covered by the 1199SEIU Greater New York Benefit Fund (“GNYBF”) at the time of Your Layoff, and You are eligible for JSF benefits, the JSF will make payments to the GNYBF to continue Your healthcare coverage that otherwise would have stopped or been reduced due to Your Layoff or acceptance of part-time employment in lieu of Layoff. This is called GNYBF Continuation Coverage, and it is explained in this section.

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

- The level of GNYBF coverage that You were entitled to before the Layoff recommences because of subsequent employment with a GNYBF Contributing Employer; or
- You accept employment from an NBF Contributing Employer; GNYBF Continuation Coverage will end upon the earlier of
 - » Your employment with an NBF Contributing Employer reaches 90 days or
 - » Your eligibility for Wage Class I health coverage through the NBF begins; or
- Your GNYBF Continuation Coverage reaches the length of Your employment with your

Employer immediately prior to Layoff; or

- You have received GNYBF Continuation Coverage for six months; or
- Your eligibility for JSF benefits ends as described in “Losing Your JSF Benefits,” unless otherwise provided herein.

FOR HOW LONG WILL I RECEIVE GNYBF CONTINUATION COVERAGE?

You are eligible for GNYBF Continuation Coverage benefits for a maximum of six months unless otherwise determined by the Trustees (or as otherwise described in this SPD, including “Disabled Employees” on page 12). **Note: Your eligibility for GNYBF Continuation Coverage can never be longer than the length of Your employment with Your Employer immediately prior to Layoff.**

Your eligibility to receive GNYBF Continuation Coverage is conditioned on Your satisfaction of the rules and requirements of the JSF, including mandatory training and pursuing job referrals and job opportunities. The JSF may require that you seek health coverage from government sources. If you become covered by such government program, your Benefit Fund Continuation Coverage may be limited or stopped.

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

If GNYBF coverage for active Employees of Your Employer has been suspended because of the Employer's delinquency in making contributions, GNYBF 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 GNYBF if You had continued employment at the wages earned immediately prior to Layoff.

**WHAT IF I AM NOT A GNYBF
PARTICIPANT WHEN I AM LAID OFF?**

If You are not a GNYBF participant at the time of Layoff, at the discretion of the Trustees, 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 that would be made to the GNYBF to provide GNYBF Continuation Coverage for JSF participants who are GNYBF participants when they are laid off.

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V. INCENTIVE PROGRAMS

PARTICIPANT ACCEPTING PART-TIME EMPLOYMENT

If You work in a classification where it is determined by the Plan Administrator that there are no full-time jobs available, You are required to take a part-time position with a Funds Contributing Employer as long as the hours total three-fifths of the workweek or more and the position is within the travel/commuting time conditions outlined in this section.

Under such circumstances, You would receive the following incentives:

- A supplemental payment will be made to the GNYBF so that You receive Eligibility Class I coverage for up to six months from the date of your Layoff and
- A SUB payment equal to the amount by which the combined UI and SUB You received prior to taking Your part-time position exceeds the combined amount of Your pre-tax, part-time weekly wages and any UI You still receive.

WHEN AM I ELIGIBLE TO RECEIVE A TRAVEL INCENTIVE PAYMENT?

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 if You remain so employed for the time periods and according to the rules below.

WHAT IS A “LONG COMMUTE” FOR THESE PURPOSES?

A long commute is a commute that, 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 accept a full-time position that is a “long commute” (as described above), You will be entitled to a one-time \$1,500 travel incentive. For participants accepting part-time positions, the Fund will provide a one-time \$750 travel incentive. Fund counselors will determine whether a commute is a “long commute” **by calculating travel times by public transportation or car, if You used a car previously or have a car available.** Such incentives will be payable as follows:

- One-third upon completion of the probationary period;
- One-third upon completion of six months of employment; and
- One-third upon completion of nine months of employment.

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VI. CAREER PLACEMENT TRAINING AND REFERRAL SERVICE

IS JOB PLACEMENT A JSF 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 JSF. However, You may be referred to the Employment Center (“EC”) for other referrals, including jobs with other Funds Contributing Employers. The EC may also assist You in obtaining a position with employers that are not Funds Contributing Employers. You must follow JSF rules concerning following up on such referrals.

VII. CLAIMS PROCEDURES AND
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VII. CLAIMS PROCEDURES AND APPEALING DENIED BENEFITS

CLAIMS PROCEDURES

In general, when You request JSF benefits, the You will receive a determination on your eligibility for JSF benefits within 90 days of 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, the Fund will notify you in writing—prior to the termination of the initial 90-day period—of the extension; the reason for the extension; the date by which the Fund expects it will be able to complete its review of the application; and any other information needed in order to process the claim.

Note: If the reason the Fund requires additional time to review the application is because the application does not contain all the necessary information or is otherwise incomplete, the period for review will be paused until You respond to the Fund’s request for the additional information.

If the application is denied in whole or in part, You will be notified in writing of the denial. This notice will include the reason for the determination and specific references to the Plan provisions on which the denial is based. It will also:

- Specify additional information or material needed to approve the application;
- Identify the reason(s) why additional information is necessary;
- Explain the claims review procedure, including applicable time limits; and
- Include a statement of Your right to bring a civil action under ERISA.

APPEALING DENIED BENEFITS

First-level Appeal

If You are denied JSF benefits, in whole or in part, You may submit a first-level appeal. In order to appeal the denial of a claim for JSF benefits to which You believe You are entitled, You must file a written appeal within 60 days of the denial, and You must include all information relevant to the claim. As part of the appeal, You may, upon request and free of charge, review documents and information pertinent to the claim and may submit, in writing, additional comments or materials to support Your appeal. The Plan Administrator (or its designees) will take into account all comments, documents, records and other information You submitted related to the claim, regardless of whether or not the information was submitted

or considered as part of the original application for JSF benefits.

Second-level Appeal

If Your first-level 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 (second-level appeal) by writing to the Board of Trustees Appeals Committee within 60 days of the first-level appeal determination.

Appeal Procedure

All appeals must be submitted in writing within the timeframes specified above. Appeals should be sent to:

1199SEIU Greater New York
Job Security Fund
Attn: Appeals
498 Seventh Avenue, 4th Floor
New York, NY 10018

Appeals@1199Funds.org

First- and second-level appeal decisions will be made in writing within 30 days of the Fund's receipt of Your appeal request, unless the Plan Administrator determines that special circumstances (such as the need to hold a hearing, if the Plan's procedures provide for a hearing) require an extension of time for deciding the appeal. If the Plan Administrator determines that such an extension is required, the appeal will be decided

within 90 days of the Fund's receipt of the appeal. The Fund will provide written notice of the extension prior to the termination of the initial 30-day period. This notice will include the reason for the extension; any other information needed in order to decide the appeal; and the date by which the Fund expects it will be able to decide the appeal.

Note: If the reason the Fund requires additional time to make an appeal decision is because the appeal does not contain all the necessary information or is otherwise incomplete, the period for decision will be paused until You respond to the Fund's request for the additional information.

Appeal decision notifications will include an explanation of the decision and the specific reference(s) to any Plan provision(s) on which the decision is based. Notifications will also include a statement that You are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the appeal, as well as a statement of Your right to bring a civil action under ERISA.

Determinations made through the appeal process outlined in this section are final, binding and conclusive on all parties, subject to Your ERISA right to proceed in court (see page 32). All claims against the Fund are subject to the appeal procedure outlined in this section. No lawsuits may be filed until

You have completed all steps of these procedures and the requested JSF benefits 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, which shall be resolved in the manner set forth in the applicable Collective Bargaining Agreement.

Oral language services and claims and appeal notices may be available to You in additional languages.

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VIII. GENERAL INFORMATION

YOUR RIGHTS UNDER ERISA

You have certain rights and protections 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 Greater New York 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 do the following:

- Administer, apply, construe and interpret the Plan and any related Plan documents
- 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
- 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 do the following:

- 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
- Process and approve or deny benefit claims and rule on any benefit exclusions

All determinations made by the Plan Administrator (including any duly authorized designee thereof) and/ or the Board of Trustees Appeals Committee 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.

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.

INFORMATION ON THE PLAN

Official name of the plan:

1199SEIU Greater New York
Job Security Plan

Sponsor:

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

Employer identification Number (EIN):

05-0557207

Plan number:

501

Type of plan:

Job Security Plan

End of plan year:

June 30

Type of administration:

Trustee Administered

Plan administrator:

Board of Trustees

Plan address:

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

Effective date:

July 2026

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 Greater New York
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 Greater New York
Job Security Fund
Attn: General Counsel’s Office
498 Seventh Avenue, 10th Floor
New York, NY 10018
(646) 473-6039

UNION TRUSTEES

Veronica Turner-Biggs
Secretary-Treasurer
1199SEIU
United Healthcare Workers East
498 Seventh Avenue
New York, NY 10018

Nadine Williamson
Senior Executive Vice President
1199SEIU
United Healthcare Workers East
498 Seventh Avenue
New York, NY 10018

Daine Williams
Executive Vice President
1199SEIU
United Healthcare Workers East
100 Duffy Avenue
Hicksville, NY 11801

Note: This list is current as of the date of this SPD and does not include Alternate Trustees.

EMPLOYER TRUSTEES

Craig Johnson
Executive Director
Greater New York
Health Care Facilities Association
519 Eighth Avenue, 16th Floor
New York, NY 10018

Robin Rosen
Labor Attorney
Greater New York
Health Care Facilities Association
519 Eighth Avenue, 16th Floor
New York, NY 10018

William Pascocello
Trustee
Greater New York
Health Care Facilities Association
519 Eighth Avenue, 16th Floor
New York, NY 10018

Douglas Wissmann
Director of Finance
Hillside Manor Rehabilitation and
Extended Care Center
182-15 Hillside Avenue
Jamaica Estates, NY 11432

Note: This list is current as of the date of this SPD and does not include Alternate Trustees.

Nothing in this SPD shall be construed as creating any right in any third party to receive payment from the JSF or GNYBF 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 Greater New York Health Care Facilities Association, 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 that 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. No benefit shall 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 JSF Contributing Employers (as defined in this Plan) relating to Contributions to the JSF. Neither JSF Contributing 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 their 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.

IX. DEFINITIONS

IX. DEFINITIONS

“1199SEIU Pension Fund”

means the 1199SEIU Greater New York Pension Fund, the 1199SEIU Health Care Employees Pension Fund, the 1199SEIU Home Care Employees Pension Fund or any successor to the foregoing.

“Agreement and Declaration of Trust”

means the Agreement and Declaration of Trust Establishing the 1199SEIU Greater New York Job Security Fund, dated March 12, 2003, further amended and restated on June 23, 2015, and as amended and or restated from time to time.

“Bargaining Unit”

means the bargaining unit set forth in Your CBA.

“Collective Bargaining Agreement” or “CBA”

means the collective bargaining agreements and any extension, modification or amendment thereof between the Union and the applicable Employer that 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 the CBA is acceptable to the JSF Trustees. The term shall also mean written

participation agreements between the JSF and any employer to make contributions to the Fund that have been approved by the Trustees.

“Contributions”

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

“EC”

means the 1199SEIU Employment Center administered by the 1199SEIU Training and Employment Funds to provide job referrals to vacancies in the healthcare industry.

“Eligible Employee” or “You”

means an Employee who meets the criteria for benefit eligibility set forth in this SPD.

“Employee” or “Employees”

means 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.

“Employee Placement Guidelines”

means the document, titled the “Employment Placement Guidelines”

(or any successor document), setting forth the policies and procedures with which participants are required to comply in order to maintain eligibility for JSF benefits.

“Funds Contributing Employer” or “Funds Employer”

means the Employer that contributes to the JSF, GNYBF and/or the NBF.

“GNYBF”

means the 1199SEIU Greater New York Benefit Fund.

“GNYBF Continuation Coverage”

means the continuous health coverage You receive in accordance with this SPD as described in Section IV: Continuation Coverage Under the 1199SEIU Greater New York Benefit Fund.

“GNYBF Contributing Employer”

means an Employer that has in force a CBA with the Union, or a participation agreement with the GNYBF, requiring such Employer to make contributions to the GNYBF.

“JSF”

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

“JSF Contributing Employer,”

“Contributing Employer” or “Employer”

means an Employer that has in force a Collective Bargaining Agreement with the Union providing for Contributions to the JSF, provided that the CBA is acceptable to the JSF Trustees. The term shall also mean an Employer that has a written participation agreement with the JSF that has been approved by the JSF Trustees.

“Layoff”

means a termination of employment by an Employer due to an operational or economic condition or a reduction in workforce by Your Employer that results in the elimination of Your position where You have a right to be recalled to that or another position.

“Layoff Notice”

means a letter or other communication informing You of Your Layoff delivered to You no fewer than 30 days prior to Your Layoff effective date or such other period that is required by the CBA covering Your employment.

“NBF”

means the 1199SEIU National Benefit Fund for Health and Human Service Employees.

“NBF Contributing Employer”

means an Employer that has in force a CBA with the Union, or a participation agreement or another agreement,

requiring such Employer to make contributions to the NBF.

“Plan”

means the 1199SEIU Greater New York Job Security Plan Summary Plan Description, as it is presently constituted or as it may be amended from time to time.

“Plan Administrator”

means the Board of Trustees or, if applicable, a committee thereof and any individuals, such as the JSF executive director or another JSF director, duly designated by the Trustees to carry out administrative functions.

“Salary” or “Weekly Salary”

means the salary paid by the JSF Contributing Employer to the participant prior to Layoff. It is used to determine a former Employee’s weekly unemployment benefits with respect to a Layoff entitling such individual to benefits under the Plan.

“SPD”

means this Summary Plan Description of the 1199SEIU Greater New York Job Security Fund.

“SUB”

means the supplemental unemployment benefits described in this SPD.

“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, or any other name by which it is constitutionally known.

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1199SEIU GREATER NEW YORK JOB SECURITY FUND

(646) 473-9200

Outside New York City: (800) 575-7771

www.1199SEIUBenefits.org

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SEPTEMBER 2026 • 1021

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