

**SEIU 775 SECURE RETIREMENT PLAN  
SUMMARY PLAN DESCRIPTION**

**July 1, 2021**

Final07012021

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## **SEIU 775 SECURE RETIREMENT PLAN**

To All Participants:

As Trustees of the SEIU 775 Secure Retirement Trust, we are pleased to provide you with this Summary Plan Description of the terms of the SEIU 775 Secure Retirement Plan (“Plan”).

The Board of Trustees established the Plan effective as of March 1, 2016. This Plan was established to help provide an additional source of financial security to you upon your retirement. The Plan is intended to be permanent, but the Board of Trustees has reserved the right to amend its terms from time-to-time or to terminate it, both as permitted by law.

The Board has made amendments to the Plan since its inception. Effective July 1, 2020, the Trustees took action to update Plan operations. These changes increase the frequency of valuation dates from quarterly to every day the New York Stock Exchange is open for trading.

This booklet is a Summary Plan Description (SPD), and it reflects the terms of the Plan in effect July 1, 2021. It is intended to give you a summary as well as update you on changes to the important features of the Plan. The official terms of the Plan are in the Plan Document which is available on the SEIU 775 website. If there is any inconsistency between the contents of this SPD and the Plan Document, your rights will be determined by the Plan Document. We encourage you to read this SPD carefully and keep it with your important papers for future reference.

You, your beneficiaries or legal representatives may examine the Plan Document and certain other documents during regular business hours or by appointment at the SEIU Benefits Group office. Copies of the Plan Document are available at this location:

SEIU 775 BENEFITS GROUP  
215 Columbia Street  
Seattle, WA 98104

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the administrative staff. If you have any questions about the Plan, contact the administrative office at [1-800-726 8303](tel:1-800-726-8303).

Board of Trustees

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of the  
SEIU 775 SECURE RETIREMENT TRUST**

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Service of legal process may be made on any Trustee

**Plan Administrative Agent:**

Milliman, Inc  
10000 N. Central Expressway, Suite 1500  
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SEIU 775 Benefits Group  
215 Columbia Street  
Seattle, WA 98104

**Fund Investment Consultant:**

RBC Wealth Management  
1918 8th Ave. Suite 3600  
Seattle, WA 98101

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## SEIU 775 SECURE RETIREMENT PLAN Your Rights Under ERISA

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### Eligibility

**Beginning July 1, 2019**, you become a Plan Participant on the first day of the month following your completion of a six-month period of eligibility service in “Covered Employment.” Covered Employment is employment for which an Employer is required to make a contribution to the Plan by the terms of a collective bargaining agreement with SEIU 775.

A list of the Collective Bargaining Agreements that require Employers to contribute to the Plan can be found on the [SEIU 775 website](#).

For purposes of measuring the six-month period of eligibility service, the Plan uses “elapsed time” measurement rules. The measurement period begins on the first day of the calendar month in which you earn your first hour in Covered Employment. If you are still in Covered Employment on the six month anniversary of that date, you become a Participant on the first day of the calendar month coinciding with or immediately following – your “Participation Date.” If you are absent from Covered Employment on the six month anniversary due to a quit, retirement or discharge, but you return to Covered Employment within twelve months, your Participation Date will be the same date. If you do not return within twelve months, you will not become a Participant until you complete a six-month period of eligibility service measured from a subsequent re-employment date.

**If you worked in Covered Employment prior to July 1, 2019**, you became a Participant with the first hour that you worked in Covered Employment under a Collective Bargaining Agreement and you remain a Participant on and after July 1, 2019 unless and until you have no vested Account in the Plan and you incur a Permanent Break in Service.

### Accumulating Benefits

#### Contributions for Covered Employment while a Participant

Your Collective Bargaining Agreement determines the hours for which your Employer must make a contribution to the Plan. Your Account is credited with contributions for each hour you work in Covered Employment *after* you become a Participant, subject to applicable limits under Federal law.

Not all Hours of Service for which you are paid wages by an Employer are Covered Employment. No contribution is made to the Plan for the following hours for which you are paid a wage

- Vacation hours,
- Paid-time off hours, and
- Training hours

***If you worked under a Collective Bargaining Agreement between July 1, 2015 and February 29, 2016 that required contributions to the Trust you received a contribution for those hours in the Plan Year that began March 1, 2016.***

Some Collective Bargaining Agreements may exclude additional types of service, such as Consumer Participation Hours. Check the [SEIU 775 website](#) for more information about your employer’s Collective Bargaining Agreement.

The balance in your Account at any given time is the result of the contributions allocated to your account, adjusted by your Plan investment returns and your share of Plan expenses on each Valuation Date.

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**Beginning July 1, 2019**, Contributions made under the Collective Bargaining Agreement for hours you work before you become a Participant are used to pay administrative expenses of the Plan.

#### **Accounts Invested by Board of Trustees**

The Board of Trustees retains professional investment managers to invest Plan assets. You are not required or permitted to direct the investment of your Account.

#### **Plan Investment Returns and Expenses Shared by all Accounts**

Your Account balance reflects contributions to your Account, adjusted for your pro-rata share of the investment earnings in the fund(s) which your Account is invested as well as your share of Plan expenses. The balance of your account will be determined each day on which the New York Stock Exchange is open for trading.

Plan expenses, including expenses for investment consulting and management, recordkeeping, administration, legal, accounting and other such costs are allocated among all Accounts on a pro-rata basis.

### **Vesting in Your Account**

In order to have a permanent right to the contributions allocated to your Account, you must be “vested.”

**If you work in Covered Employment on or after July 1, 2019**, you are always 100% vested in your Account.

**If you were a Participant prior to July 1, 2019 and you *do not* work in Covered Employment after June 30, 2019**, you generally need to complete three (3) years of Credited Service in order to become vested. You may also become vested by reaching “normal retirement age” under federal law while still active in the Plan, even if you haven’t earned three (3) years of Credited Service.

**Note: the vesting and break-in-service rules described in the remainder of this section generally apply *only* to those who do *not* have any hours in Covered Employment on or after July 1, 2019.**

#### **Accumulating Years of Vesting Service**

For those with no Covered Employment on July 1, 2019 or later, to vest through service, you need three years of Credited Service.

You earn a year of Credited Service in each Plan Year during which you work 300 or more Hours of Service. For this purpose, Hours of Service include all hours for which an employer pays you – including Hours for which no contribution may be due to the Plan (e.g., vacation hours, paid time-off hours and training hours).

The Plan Year ran from March 1 through the last day of February, through February 28, 2019. Effective March 1, 2019, the Plan had a short plan year that ran through June 30, 2019. Thereafter, the Plan Year runs from July 1 through June 30 each year.

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**Breaks-in-Service**

If you do not work at least 300 Hours of Service in a Plan Year, this is called a “One-Year Break-in-Service.” A One-Year Break-in-Service doesn’t count toward you becoming vested in your Account. So, unless you have at least one (1) hour in Covered Employment beginning July 1, 2019 or later, until you have earned three years of Credited Service, a Break-in-Service will **delay** your becoming fully vested in your Account. If you have an hour in Covered Employment July 1, 2019 or later, you are immediately vested in your Account.

If you have five **consecutive** One-Year Breaks-in- Service before you are vested, this is called a “Permanent Break-in-Service.” A Permanent Break-in- Service  **Cancels** any vesting credit you have earned toward the contributions in your Account when it occurs, resulting in a permanent forfeiture of those contributions. Any vesting credit you earn after a Permanent Break-in- Service applies only to contributions to your Account after the Permanent Break-in-Service.

***Because of the immediate vesting rules that took effect July 1, 2019, an individual who returns to Covered Employment on or after July 1, 2019 before incurring a Permanent Break-in-Service will be immediately vested in their Account regardless of whether they have earned three Years of Vesting Service.***

**Vesting at “Normal Retirement Age”**

Some participants who do not have Covered Employment on or after July 1, 2019 and have not earned three years of Credited Service may vest as a result of reaching “normal retirement age,” as described in federal law.

Under federal law, if you have not earned three years of Credited Service by age 65, you reach “normal retirement age” on the later of your 65<sup>th</sup> birthday or the fifth anniversary of your “Participation Date” while still active in the Plan.

Your Participation Date is the first day of the Plan Year in which you first became a participant in the Plan; or, if you have had a Permanent Break-in-Service, it is the first day of the Plan Year in which you had an Hour of Service *after* that Permanent Break-in-Service.

**Distribution of Benefits**

**When Benefits Can be Distributed**

Generally, your benefits are available to you when you reach your Normal Retirement Date and not before. See the next section titled “*Distributions at Normal Retirement.*”

However your entire Account balance will be paid to you in a single lump sum, if you:

- Are vested, and
- Your Account is \$2,400.00 or less, and
- You have not earned any Hours of Service with an Employer for twenty-four (24) consecutive calendar months. See the section below titled “*Distributions for Terminated Participants with Small Accounts.*”

If you die before your Account is paid out to you in full, the balance remaining in your Account will be paid to your designated Beneficiary.

In order to receive a distribution, you must fill out an application for benefits in a form acceptable to the Plan Administrator. See the section titled “*Applying for Benefits*” under the “*Other Plan Features*” section of this booklet for more information. Two exceptions to the application

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requirement are the mandatory small account cashout distribution and payment of your Account at your required beginning date. In these two cases, the Administrator will pay your benefit to you even if you do not complete the Plan's application requirements.

Once your application is complete and all required documents have been received, payment will occur after all Plan administrative procedures are completed.

### Distributions at Normal Retirement

Your Normal Retirement Date is generally the latest of:

- Your 65<sup>th</sup> birthday,
- The date you are vested in your benefit,
- The date you submit an application (and all requested documents), and
- If your Account is valued at \$2400.00 or less, the date you have terminated Covered Employment.

Your benefit is payable to you in one of two ways, depending on how much is in your Account.

#### **Account Balances Greater than \$2,400.00**

If your Account balance is more than \$2,400.00 on the last Valuation Date of the month that immediately precedes your Normal Retirement Date, you will be paid in monthly installments equal to the greater of:

- \$100.00; or
- An amount determined by dividing your Account balance at the time you begin payments by your life expectancy (determined by an IRS life expectancy table which is available from the Plan Administrator) and multiplying the result by one-twelfth (1/12<sup>th</sup>).

These payments will continue until the entire Account has been paid out to you, or if you die before the Account is paid out in full, to your designated beneficiary.

#### **Account Balances of \$2,400 or less**

If your Account balance is \$2,400.00 or less on the last Valuation Date of the month that immediately precedes your Normal Retirement Date, your Account will be paid out in a single lump sum. You can choose to have your benefit paid to you directly or you can roll it over in a direct rollover distribution to an Individual Retirement Account (IRA), or another qualified retirement plan. (See the sections titled "*Direct Rollover*" and "*Taxation of Benefits*.")

If your Account balance is \$1,000 or more and you do not tell the Plan Administrator how you want your Account to be distributed, the Plan Administrator will establish an IRA in your name, rollover your balance to that IRA and provide you with the details. If your Account balance is less than \$1,000, your Account will be paid to you by check.

### Direct Rollovers Available at Termination of Covered Employment

To accommodate participants who are seeking to consolidate their retirement savings, lump sum direct rollovers will be allowed for Accounts of any size in lieu of monthly distributions, but only if you have attained at least age 65 and are no longer working in covered employment.

***Effective July 1, 2020, if your Account Balance is greater than \$2,400.00 on the last Valuation Date of the month that immediately precedes your Normal Retirement Date, you may choose to begin payments as early as your Normal Retirement Date even if you continue to work in Covered Employment and are earning additional Plan benefits.***

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### Distributions for Terminated Participants with Small Accounts



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If you separate from Covered Employment before retirement and you are vested in your Account, your Account will be distributed to you after a period of twenty-four (24) calendar months in which you earn no Hours of service if the total Account Balance is \$2,400.00 or less as of the Valuation Date on the last day of the 24th calendar month.

If your Account balance is \$1,000 or more and you do not tell the Plan Administrator how you want your Account to be distributed, the Plan Administrator will establish an IRA in your name, rollover your balance to that IRA and provide you with the details. If your Account balance is less than \$1,000, your Account will be paid to you by check.

### **No Distributions for Terminated Participants with Large Accounts Prior to Normal Retirement**

If your Account Balance does not qualify as a Small Account in the above section, your Account will not be distributed to you prior to your Normal Retirement Date, even if you separate from Covered Employment.

### **Mandatory Distributions upon Attaining Age 72**

If you work past age 65, you must begin receiving your benefits by April 1 of the calendar year following the later of the calendar year in which you reach the age of 72, or separate from Covered Employment with all contributing Employers. Under federal tax law, you may be subject to a 50% excise tax if you don't begin payment of your benefit by this date. Note: If you reached age 70 1/2 prior to 2020, mandatory distributions were required to begin earlier.

### **Pre-Retirement Death Distributions**

If you die before you begin payment of your Account, your Account will be distributed in a single lump sum distribution to your designated Beneficiary.

When you become a Participant in the Plan, you will be asked to complete a Beneficiary Designation Form available from the administrative office or online. If you are not married, you can name anyone you wish to receive your benefit in the event of your death, and you may change your Beneficiary at any time by simply filling out a new form and returning it to the administrative office.

If you are married, your spouse is automatically your Beneficiary unless he or she gives written consent to the designation of your chosen beneficiary. If you become married after designating a beneficiary, your previous beneficiary designation is automatically revoked and your spouse becomes your Beneficiary.

If you do not complete the Beneficiary Designation Form or your Beneficiary designation is determined to be invalid for any reason, or if your designated Beneficiary does not outlive you, your Beneficiary will be designated under the Plan's default rule. Beginning with deaths reported after July 1, 2021, your default beneficiary will be:

- Your surviving spouse or registered domestic partner under applicable state law (if they outlive you); or
- Your estate (if they do not outlive you).

***Note: if you designate a person as your beneficiary who is or subsequently becomes your spouse, the beneficiary designation will be automatically revoked if your marriage ends, unless you redesignate your former spouse as your beneficiary after the dissolution or invalidation of marriage, or you and your former spouse enter into a Qualified Domestic Relations Order (QDRO) that designates your spouse as your beneficiary.***

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### Direct Rollover

If your benefits from this Plan are paid to you, or, in the event of your death, to your spouse, as a single lump sum or a series of payments for a period of less than ten (10) years, those benefits are eligible for rollover. Rollovers are paid directly into another qualified retirement plan or an Individual Retirement Account (IRA). By doing so, you delay paying taxes on these benefits until you actually receive them. The Plan Administrator will provide you with a further explanation of this option with your application for benefits.

Please consult with a tax advisor prior to choosing the manner in which you would like your benefits under the Plan distributed.

### Direct Rollovers for Beneficiaries Who Are Not Your Spouse

If due to your death, your benefit is payable to a Beneficiary who is not your spouse or former spouse, they may elect to have any portion of an eligible distribution of your Account paid directly into an eligible “inherited IRA” that is established for the purpose of receiving the distribution. An inherited IRA is an IRA that is described in Section 408(a) or (b) of the Internal Revenue Code, which is subject to special distribution rules as a result of it being established for your Beneficiary as a result of your death.

## Taxation of Benefits

### Plan Distributions are Taxable Income

Whenever you receive a distribution from the Plan, it will normally be taxed as ordinary income.

The Plan Administrator will provide you with forms for income tax withholding so that you can direct that part of your payment be forwarded to the IRS toward your tax obligation to help you meet this tax obligation. In certain cases, described below, federal income tax withholding is mandatory.

There are also some instances in which the IRS imposes excise taxes:

- Early Distributions Excise Tax. If you receive benefits prior to attaining age 59½ and you do not roll the payment over to another plan, you may have to pay an extra 10% early distribution excise tax on that distribution. This additional 10% tax does not apply to your distribution if you retire due to a disability, or if the distribution is made to your Beneficiary as a result of your death.
- Late Distributions Excise Tax. On the other hand, if you fail to begin your mandatory distributions on time (see page 7), you could be subject to a 50% late distribution excise tax.

These excise taxes are avoidable with good planning.

### Mandatory 20% withholding tax on some benefits.

If you receive an “eligible rollover distribution” (generally a lump sum or monthly payments projected to last for a period of less than 10 years), your distribution is subject to mandatory federal withholding at a rate of 20%. As a result, you will receive only 80% of the total payment and the remaining 20% of the payment will be sent to the IRS as income tax withholding to be credited against your federal income taxes. You may elect additional withholding, but you cannot opt out of mandatory withholding if it applies.

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If, instead, you choose to rollover the payment (as described in the section entitled "Direct Rollover" above) the total balance will be transferred directly to an IRA or another qualified retirement plan. No withholding will occur and you will not be taxed until you take it out of the IRA or plan that accepted your rollover.

The Plan Administrator will send you an explanation of withholding and rollover options available to you.

Since tax laws change and everyone's situation is different, you should consult a tax expert to determine your exact tax liability.

### **Other Plan Features**

#### **Participant Responsibilities**

Most information about this Plan is sent to you by mail or electronic mail (email). To ensure you receive this information, we need your correct addresses on file at all times. If you move or change your email address, it is your responsibility to notify the administrative office of your new address. You may request a change of address card from the administrative office.

If your marital status changes or there are other changes in your personal life which affect the name of your Beneficiary, contact the administrative office.

You may change your Beneficiary at any time by completing a Beneficiary change form available from the administrative office. Note: if you designate a person as your beneficiary who is or subsequently becomes your spouse, the beneficiary designation will be automatically revoked if your marriage ends, unless you redesignate your former spouse as your beneficiary after the dissolution or invalidation of marriage.

#### **Military Service**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you are entitled to receive make up Employer contributions for periods of military service of less than five (5) years. If you will be entering military service, you must notify both your Employer and the Plan in writing on a form available from the Plan Administrator.

When you complete a period of military service, notify the Plan of your intent to return to a position of employment with a contributing Employer. To receive credit for Plan benefits for the period you were in military service, submit an application for reemployment with a contributing Employer or return to work no later than the following time limits:

- If your military duty was less than thirty-one (31) days, by the next work day (with an eight (8) hour rest period);
- If your military duty was at least thirty-one (31) days but less than 181 days, within fourteen (14) days after the completion of the period of service; or
- If your military duty was 181 days or longer, within ninety (90) days after the completion of the period of service.

Upon return, you must furnish the Plan with copies of your discharge papers showing the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not, within fourteen (14) days after returning to work. If you did not receive an honorable discharge, you will not be entitled to credit for the period of your military service.

You are entitled to extend the above time limits if you suffer a service-connected injury or illness and you provide notice of the condition to the administrative office. Please contact the

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administrative office for more information regarding whether you are eligible to extend the above time limits due to a service-connected injury or illness.

**Make-Up Employer Contributions.** The amount of Employer contributions to be allocated to your Account for contributions that would have been made during your period of military service will be determined according to the following formula:

- Your total period of military service will be multiplied by the monthly average number of hours you worked for all contributing Employers in the twelve (12) consecutive month period immediately prior to your entry into military service. This will determine the total hours to be credited to you. If you have been employed by contributing Employers for less than twelve (12) months prior to entering military service, the monthly average hours work will be calculated over that shorter period.
- The total hours credited to you will be multiplied by the applicable contribution rate according to the provisions of the Collective Bargaining. This will determine the total dollars to be credited to your Account.

**Disability or Death During Military Service.** If you do not return to participate in the Plan due to death or disability, you or your Beneficiary will be entitled to any additional Plan benefits (other than contributions relating to your period of military service) as if you had resumed participation and terminated employment.

#### **Assignment of Benefits and Qualified Domestic Relations Orders**

Generally, your benefits may not be assigned or alienated. In other words, your funds in the Plan may not be sold, used as collateral for a loan, given away or transferred. In addition, your creditors may not attach, garnish or secure funds from your Individual Account. Limited exceptions exist for IRS tax liens. An exception to this rule also exists when a court issues a Qualified Domestic Relations Order (QDRO).

**Qualified Domestic Relations Orders (QDROs).** In certain cases, such as if you divorce, the court may order that a portion or all of your benefits are payable to your ex-spouse or children (referred to as "Alternate Payees" in the court order). If the Plan Administrator determines that the order is "qualified" as defined below, payments will be made to the Alternate Payee as required by that order.

A QDRO is a court order granting an Alternate Payee the right to receive some or all of a Participant's benefits in a retirement plan such as this one. The order must satisfy each of the following requirements:

- It must contain the names and last known mailing addresses for the Participant and Alternate Payee(s);
- It must set forth the amount or percentage of the Participant's benefits that are assigned to the Alternate Payee(s);
- It must describe the period to which it applies, e.g., the period of the marriage; and
- It must specify that it applies to this Plan.

A QDRO may not require the Plan to:

- Provide any type or form of benefits it does not otherwise provide;
- Pay more benefits than it would if the order did not exist; or
- Pay the same benefits to an Alternate Payee which has been assigned to another Alternate Payee by a prior QDRO.

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If the Trustees receive such a court order, the Plan Administrator will promptly notify you and any Alternate Payee that the order has been received and will describe the Plan's procedure for determining whether the order is a QDRO.

### Applying for Benefits

You, or in the event of your death, your spouse or Beneficiary must apply for benefits from the Plan.

An application form is available from the administrative office. The completed application form and all necessary documents must be delivered to the administrative office before any benefits will be paid. Benefits under this Plan will be paid only if the Trustees determine that the applicant is entitled to them.

You will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

### Filing a Claim Appeal if Benefits are Denied to You

If you believe you are entitled to benefits from the Plan or if you disagree with any decision that has been made by the Plan Administrator, you may file a claim appeal with the Trustees.

Your appeal must be in writing and must be delivered to the administrative office within sixty (60) days after the Plan notifies you that you are not entitled to the benefit(s) you applied for.

An appeal must be in writing, and must be addressed to:

Board of Trustees of the SEIU 775 Secure Retirement Plan  
Attention: Appeal of Adverse Benefit Determination  
c/o Milliman Inc  
10000 N. Central Expressway, Suite 1500  
Dallas, TX 75231-4177 USA

Your written request should include the following:

#### NOTICE OF APPEAL

Notice is hereby given to the Trustees of the SEIU 775 Secure Retirement Plan and Trust that: *(claimant's name, social security number, address and telephone number)* hereby appeals from the decision or action of the Trustees or their representative *(name of representative, if any)* in *(make a statement clearly identifying the decision or action being appealed)* which decision was made or action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This appeal is based upon the rights accrued under the Plan by *(name, address and social security number of the employee on the basis of whose accrued rights under the Plan the appeal is made, if made by a Beneficiary other than such Employee)*.

The Board's review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Upon written request, you shall be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits.

The Board will review a properly filed appeal at the next regularly scheduled quarterly meeting of the Appeals Committee, unless the request for review is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later

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than the date of the second quarterly meeting following the Trustee's receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third quarterly meeting of the Appeals Committee following the Trustee's receipt of the notice of appeal.

If such an extension of time for review is required because of special circumstances, such as a request for a hearing on the appeal, then prior to the commencement of the extension, the Plan will notify the claimant in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

When a final decision is made, the Trustees will send you a letter explaining the decision, the specific reasons for it, references to the Plan provisions on which it is based, your right to receive without charge, reasonable access to documents, records, and other information on which your claim was decided, and that you have a right to bring a civil action under section 502(a) of ERISA if your appeal is denied. The final decision of the Trustees, made in good faith, is binding on all parties and Beneficiaries of the Plan.

In the event of your death, your Beneficiary may file a claim in the same way as explained above.

### **Amendment and Termination**

The Trustees have the right to amend or terminate the Plan at any time. However, in no event will any amendment:

- Allow any of the Plan funds or income from those funds, or authorize or permit any part of the Plan assets, to be used for purposes other than the exclusive benefit of the Participants or their Beneficiaries or paying reasonable expenses to operate the Plan,
- Cause any part of the Plan assets to revert to the Employers or to SEIU 775, or
- Eliminate or decrease a Participant's benefit except;
  - to comply with a change in law affecting Plan qualification, and then, the elimination or reduction may be made only to the extent necessary to comply with such law; or
  - to make *de minimis* changes in the timing of payment of an optional form of benefit.

### **Trustee Decisions**

The only parties authorized to answer questions concerning the Plan and the Plan's Trust is the Board of Trustees and the administrative office staff. No contributing Employer, Union, or any individual employed thereby, has any authority in this regard.

In discharging the duties assigned them under the Plan and Trust, the Trustees and their delegates have the discretion and final authority to interpret and construe the terms of the Plan and the Trust Agreement; to determine coverage and eligibility for benefits under the Plan; and to make all other determinations deemed necessary or advisable for the discharge of their duties or the administration of the Plan and the Trust.

The discretionary authority of the Trustees and their delegates is final, absolute, conclusive and exclusive, and binds all parties so long as it is exercised in good faith.

It is specifically intended that judicial review of any decision of the Trustees and their delegates be limited to an abuse of discretion review.

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**Plan Information**

**Plan Name**

The name of the Plan is the SEIU 775 Secure Retirement Plan.

**Plan Number**

The number assigned to this Plan by the Trustees is 001. The Internal Revenue Service and Department of Labor identify this Plan by its name and the number: 47-4321390

**Type of Plan**

This type of plan is known as a defined contribution, profit-sharing plan.

**Type of Administration**

The Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees  
SEIU 775 Secure Retirement Plan  
215 Columbia Street  
Seattle, WA 98104

The Trustees have engaged Milliman, Inc., a recordkeeper, to handle some of the administrative responsibilities of the Plan.

**Service of Legal Process**

The name and address of the agent who the Trustees have appointed for service of legal process is:

Richard Leigh  
General Counsel  
SEIU 775 Benefits Group  
215 Columbia Street  
Seattle, WA 98104

Service of legal process also may be made upon any of the Trustees.

**Union**

The name and address of the Union is:

SEIU 775  
215 Columbia Street  
Seattle, WA 98104

**PBGC Insurance**

The Plan is a defined contribution plan providing an Individual Account for each Participant and for benefits based upon the amount contributed to the Participant's individual Account, adjusted for any income, expenses, gains and losses on such Individual Account. The Plan's benefits are not insured by the Pension Benefit Guaranty Corporation.

**Plan Year**

The Plan year is a 12-month period beginning July 1 and ending June 30. Prior to July 1, 2019, the plan year began March 1 and ended on the last day of February, other than a short plan year from March 1, 2019 to June 30, 2019.

## **SEIU 775 SECURE RETIREMENT PLAN**

### **Your Rights Under ERISA**

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#### **Contributing Employers**

The names of the Employers contributing to this Plan are available to Participants and their Beneficiaries at any time by writing to the Trustees or the administrative office, or you may also check the [SEIU 775 website](#).

#### **Collective Bargaining Agreement**

Contributions to the Plan are made based on collective bargaining agreements. Copies of those agreements may be obtained upon written request and are available for review at the [SEIU 775 website](#).

#### **Plan Assets and Management**

The Plan assets are held in a trust fund administered by the Board of Trustees.

### **Your Rights Under ERISA**

#### **Disclosure**

As a Participant in the SEIU 775 Secure Retirement Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and the SEIU 775 Benefits Group office, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. The Plan's 5500 is also available online at the DOL's website: <https://www.efast.dol.gov/>.
- Obtain, upon written request to the Plan Administrator, copies of documents governing operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

#### **Prudent Actions by Plan Fiduciaries**

- 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, SEIU 775 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.



## **SEIU 775 SECURE RETIREMENT PLAN**

### **Your Rights Under ERISA**

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#### **Enforce Your Rights**

- If your claim for a pension benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and appeal any denial, all within certain time schedules.
- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the material and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 the costs and fees, for example, if it finds your claim is frivolous.

#### **Assistance with Your Questions**

- If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, 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. Contact information for the Employee Benefits Security Administration and other helpful information may also be found on the EBSA's website at <http://www.dol.gov/ebsa/>. In addition, you may obtain certain publications about your rights and responsibilities under ERISA by calling the toll-free publicationshotline.

## **SEIU 775 SECURE RETIREMENT PLAN**

### **Definitions**

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#### **Definitions**

##### **Account**

The separate bookkeeping accounts maintained by the Trustees representing a Participant's entire interest in the Plan. A Participant's Account consists of Employer contributions, together with any investment earning or losses on those contributions. See the "Accumulating Benefits" section of this booklet for more information on your Individual Account.

##### **Beneficiary**

The individual or individuals you designate, or are designated automatically by operation of the Plan rules, to receive any retirement benefits in your Individual Account if you die before its full distribution. If you die without designating a beneficiary, the Plan provides your beneficiary by default, in order of priority, will be:

- Your surviving spouse or registered domestic partner under applicable state law (if they outlive you);
- Your estate

##### **Collective Bargaining Agreement**

A written agreement between SEIU 775 and an Employer that obligates the Employer to make contributions to the Plan.

##### **Covered Employment**

The Hours of Service on and after March 1, 2016 for which a contribution to the Trust is required to be made under the terms of a Collective Bargaining Agreement between the Employer and SEIU 775.

##### **Past Service**

Hours of Service with an Employer from July 1, 2015 through February 29, 2016 for which a contribution was required to this Trust under a Collective Bargaining Agreement.

##### **Employer**

An Employer includes any individual, corporation, partnership, sole proprietorship, the State of Washington or other legal person that is required to make contributions to this Plan pursuant to a Collective Bargaining Agreement.

##### **Hour of Service**

Each hour for which an employee is paid or entitled to payment under the terms of a Collective Bargaining for the performance of duties or on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. Each hour for which back pay, under the terms of a Collective Bargaining, irrespective of mitigation of damages, is either awarded or agreed to by an Employer.

## **SEIU 775 SECURE RETIREMENT PLAN**

### **Definitions**

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#### **Normal Retirement Date**

The later of the date the Plan Participant reaches sixty-five (65) or is vested.

#### **Participant**

An agency provider (AP) of an Employer or individual provider (IP) who is deemed to be an employee of the State of Washington who becomes a Participant in the Plan as provided in the "Participation" section of this document.

#### **Participation Date**

The first day of the calendar month following the date an IP or AP completes a six-month period of eligibility service.

#### **Trust Agreement**

The SEIU 775 Secure Retirement Trust Agreement, as amended and restated from time to time.

#### **Trustee; Trustees; Board of Trustees**

A Trustee or the Trustees designated pursuant to the Trust Agreement together with such Trustee's successor or such Trustees' successors. The term "Employer Trustee" will mean the Trustees appointed by the Employers including the State of Washington. The term "Union Trustees" will mean the Trustees appointed by SEIU 775.

#### **Union**

Service Employees International Union (SEIU) 775, or any successors thereto, and any other union that becomes a sponsoring union in accordance with the terms of the Trust Agreement and enters into one or more Collective Bargaining Agreement requiring signatory Employers to make contributions to the Plan.

#### **Valuation Date**

Dates as of which Plan assets are valued, and investment returns and plan expenses are allocated among Participant accounts.

#### **Vested**

A nonforfeitable right to contributions made to your Account.

#### **Year of Vesting Service**

A Plan Year in which you earn 300 or more Hours of Service.