



**SEIU**Healthcare®  
United for Quality Care

# **Twin City Hospital Workers Pension Plan**

## *Summary Plan Description*

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January 1, 2009

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## **INTRODUCTION**

The Twin City Hospital Workers Pension Plan (the Plan) provides a valuable retirement program designed to help provide a secure retirement for eligible employees. The Plan was made effective as of January 1, 1966, and was established pursuant to the Agreement and Declaration of Trust of the Twin City Hospital Workers Pension Fund.

The Plan has been restated and revised numerous times to improve benefits and comply with federal legislation. This is a summary of the Plan as it reads on January 1, 2009.

The Plan receives contributions in accordance with collective bargaining agreements between SEIU Healthcare Minnesota (the Union), and Participating Employers in Minneapolis/St. Paul and its surrounding areas. You may receive a copy of any collective bargaining agreement or other Plan Document by writing to the Administrative Manager. A list of Participating Employers is found beginning on page 53.

You and your spouse should read this Summary Plan Description to become familiar with the benefits it provides, then keep it for future reference.

If you have any questions regarding the Plan, please contact the Administrative Manager.

Yours sincerely,

**The Board of Trustees**

**Employer Trustees**

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**Administrative Manager**

Marilyn Moelter  
Twin City Hospital Workers Pension Plan  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102  
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## **HOW TO BECOME A PARTICIPANT**

You are eligible to become a Participant in the Plan if you work in Covered Service, which means work for a Participating Employer in the bargaining unit covered by a collective bargaining agreement. The Plan also covers employees of the Union and employees of the Pension Fund.

A Participating Employer is an employer who has executed a collective bargaining or other acceptable written participation agreement, which requires contributions to be made to the Plan. An employer's Participation Date is January 1 of the year the employer is first required to make contributions to the Fund, but in no event earlier than January 1, 1966.

Your participation begins when contributions are first made to the Plan on your behalf. There is no requirement to apply for participation. You automatically become a Participant when you meet the above requirements.

Being a Participant does not give you a right to a benefit from the Plan. Once you become a Participant, you begin to work toward earning benefits from the Plan.

## **HOW TO EARN A RETIREMENT BENEFIT**

The retirement benefit that you earn will depend upon the Service you accumulate working in Covered Service. There are two types of Service you can earn under the Plan, Vesting Service and Credited Service.

### **Vesting Service**

Vesting Service is based on the hours worked in Covered Service during a Plan Year (January 1 – December 31) and is used to determine your eligibility to receive a benefit from the Plan. Vesting Service is the sum of your Past Vesting Service and your Future Vesting Service. To be Vested means that you have earned a right to a retirement benefit, and that your right to receive this benefit cannot be forfeited.

**Past Vesting Service** – You will receive 1 year of Past Vesting Service for each consecutive calendar year you worked for the employer prior to your employer’s Participation Date. This employment must be in a classification covered by a collective bargaining agreement.

**Future Vesting Service** – You will receive 1 year of Future Vesting Service for each Plan Year after your employer’s Participation Date during which you work at least 1,000 hours in Covered Service. In addition, you may earn a year of vesting service for years in which you work between 870 and 999 hours after the first year in which you work 1,000 hours.

You may also earn Future Vesting Service if you work in Contiguous Noncovered Service. Contiguous Noncovered Service is work in a classification not

covered by a collective bargaining agreement, which immediately precedes or follows work in Covered Service, with no quit, discharge or retirement between these periods of employment.

In determining your Future Vesting Service, all hours that you are paid for working in Covered Service or Contiguous Noncovered Service will be counted. In addition, certain types of hours for which you are paid, but perform no duties, will also be counted. However, no more than 501 hours may be counted for any single continuous period for which you are paid but perform no duties. If you need specific information on which types of hours are counted, please contact the Administrative Manager.

Now that you know how a year of Vesting Service is earned, use (a) or (b) below, whichever applies to you, to determine whether you have become Vested:

- (a) If you have worked at least 1 hour in Covered Service on or after January 1, 1992, you need 5 years of Vesting Service in order to be Vested;
- (b) If you have not worked at least 1 hour in Covered Service on or after January 1, 1992, you need 10 years of Vesting Service in order to be Vested.

You can also become Vested if you are working in Covered Service when you attain your Normal Retirement Date, as that is defined on page 12.



## **Credited Service**

Credited Service is based on the hours worked in Covered Service during a Plan Year (January 1 – December 31) and is used to determine the amount of your benefit under the Plan. Credited Service is the sum of your Past Credited Service and your Future Credited Service.

**Past Credited Service** – Subject to the paragraph below, if your employer's Participation Date is after January 1, 1976, and you have earned at least 1 year of Future Credited Service, you will receive 1 year of Past Credited Service for each consecutive calendar year you worked for the employer in Covered Service prior to your employer's Participation Date. There is a maximum of 20 years of Past Credited Service allowed by the Plan.

There is no Past Credited Service for any Participant whose participation in the Plan begins after December 31, 2008.

**Future Credited Service** – After January 1, 1976, you will receive 1 full year of Future Credited Service for each Plan Year during which you work at least 1,400 hours in Covered Service. For any Plan Year during which you worked less than 1,400 hours, you will receive Future Credited Service on a prorated basis according to the following schedule:

<u>Hours Worked During Plan Year During Plan Year</u>	<u>Future Credited Service Earned</u>
1,400 or more	1.0
1,200 to 1,399	.855
1,000 to 1,199	.715
870 to 999	.622
Less than 870	None

If you do not work 1,400 hours or more in Covered Service during your first year of participation, you may be entitled to receive Future Credited Service based on any Contiguous Noncovered Service you may have during that first year of participation. Contact the Administrative Manager for details if you believe this section may apply to you.

**Credited Service prior to January 1, 1976** – Any Credited Service earned prior to January 1, 1976, shall be determined according to the provisions of the Plan in effect prior to January 1, 1976. Information on these Plan provisions may be obtained by contacting the Administrative Manager.

## **BREAKS-IN-SERVICE**

If you do not work in Covered Service in any Plan Year beginning on or after January 1, 1976, this will be considered a Break-In-Service. For each Plan Year you incur a Break-In-Service, you will not receive any Vesting or Credited Service for that year.

You will not be considered to have incurred a Break-In-Service if you are unable to work in Covered Service due to any of the following circumstances:

- (a) Sickness, injury or disability, provided that you notify the Administrative Manager of such sickness, injury or disability and furnish any necessary information.
- (b) Service with the Armed Forces or National Guard of the United States for a cumulative period of service of 5 years or less. You must notify the Administrative Manager as soon as you learn you will be entering military service to ensure your rights are protected. Additionally, you must resume Covered Service within a designated period of time upon your discharge to have your rights protected. See the section titled Military Service on page 42 for the details of your obligations if you enter military service.
- (c) Any period of Contiguous Noncovered Service with a Participating Employer. The term Contiguous Noncovered Service is defined on page 4.
- (d) After January 1, 1987, a maternity/paternity absence due to pregnancy, the birth of a child or the adoption and placement of a child, provided that you notify the Administrative Manager and furnish any necessary information.

- (e) A leave of absence due to reasons covered under the Family and Medical Leave Act. In this case, Service will be credited to the extent required by the Family and Medical Leave Act.

**Breaks-In-Service Prior to January 1, 1976** – For Plan Years prior to January 1, 1976, Breaks-In-Service will be determined according to the Plan provisions in force at the time the Break-In-Service occurred. Information on these Plan provisions may be obtained by contacting the Administrative Manager.

**Forfeited Service**

After January 1, 1987, if you are not Vested, then incur consecutive 1 year Breaks-In-Service equaling or exceeding 5 or more years of Credited Service, you will have Forfeited Service, which means that all Vesting Service and Credited Service earned prior to your Breaks-In-Service is forfeited.

Once you are Vested, neither your Vesting Service nor Credited Service can be forfeited. This means that once you are Vested, the benefits you are entitled to can never be forfeited.

If you leave Covered Service and then resume working in Covered Service before incurring 5 or more consecutive 1 year Breaks-In-Service, your Pension Benefit shall be determined without regard to the interruption of Covered Service and shall be based on the Plan provisions in effect at the time you subsequently cease working in Covered Service.

If you incur 5 or more consecutive 1 year Breaks-In-Service between periods of Covered Service, your Pension Benefit shall be determined by the Plan provisions in effect at each date that you cease work in Covered Service.

*Break-In-Service and Forfeited Service Examples:*

Example 1:

Suppose you leave Covered Service before you have earned 5 years of Vesting Service and return after 5 consecutive 1 year Breaks-In-Service. Since you were not Vested when you left Covered Service, and then incurred 5 consecutive 1 year Breaks-In-Service, any Vesting Service and any Credited Service earned before you returned to Covered Service would be forfeited.

Example 2:

Suppose you leave Covered Service after you are Vested and then incur 5 consecutive 1 year Breaks-In-Service. Because you became Vested before incurring the Breaks-In-Service, neither your Vesting Service nor any Credited Service you earned would be forfeited. Your retirement benefit would be determined in accordance with the Plan provisions in effect on the date you left Covered Service.

Example 3:

Suppose you have earned 3 years of Vesting Service when you leave Covered Service, but you then resume Covered Service before 5 consecutive 1 year Breaks-In-Service. In this case, you would have no forfeiture of Vesting Service or Credited Service, and your Pension

Benefit would be determined without regard to the interruption of service, and would be based on the Plan provisions in effect on the date you subsequently leave Covered Service.

**Forfeited Service Prior to January 1, 1987** – For Plan Years prior to January 1, 1987, Forfeited Service will be based upon the Plan provisions in force at the time the Forfeited Service occurred. Information on these Plan provisions may be obtained by contacting the Administrative Manager.

## **RETIREMENT DATES**

The Plan has three retirement dates.

### **Normal Retirement Date**

Your Normal Retirement Date is the first day of the month following the later of:

- (a) The day you reach 65; or
- (b) The 5<sup>th</sup> anniversary of the date you first became a Participant in the Plan.

### **Early Retirement Date**

Your Early Retirement Date is the first day of any month you wish to begin receiving your Early Retirement Benefit payments after you terminate employment provided that:

- (a) You are at least age 62, but under 65; and
- (b) You have earned 5 years of Vesting Service, which includes at least 1 year of Future Vesting Service.

### **Late Retirement Date**

If you work beyond your Normal Retirement Date, you may retire at any time.

## **NORMAL RETIREMENT BENEFIT**

**Note:** All statements in this Summary Plan Description regarding payment of benefits assume you have properly applied for benefits as described on page 33.

Your Normal Retirement Benefit is paid monthly, and is equal to the sum of your Past Service Benefit and your Future Service Benefit. You may retire and receive Normal Retirement Benefits from the Plan on your Normal Retirement Date.

**Past Service Benefit** – If you have worked in Covered Service on or after January 1, 1990, your Past Service Benefit is \$7.00 multiplied by your years of Past Credited Service.

If you have not worked in Covered Service on or after January 1, 1990, contact the Administrative Manager for information on the Past Service Benefit level that applies to you.

**Future Service Benefit** – Your Future Service Benefit is equal to the benefit level in place when you retire or terminate Covered Service, multiplied by your years of Future Credited Service. The following schedule shows the benefit levels used during recent years:

<u>Date of Retirement or Termination</u>	<u>Monthly Benefit Per Year of Future Credited Service</u>
January 1, 1990 – December 31, 1991	\$12.00
January 1, 1992 – December 31, 1993	\$14.00
January 1, 1994 – December 31, 1995	\$15.50
January 1, 1996 – December 31, 1997	\$16.50
January 1, 1998 – December 31, 1998	\$17.50
January 1, 1999 – December 31, 1999	\$19.00



January 1, 2000 – December 31, 2000	\$20.00
January 1, 2001 – December 31, 2003	\$21.50
January 1, 2004 – December 31, 2004	\$23.50
January 1, 2005 – December 31, 2006	\$26.00
After January 1, 2007	\$27.00

For a benefit level to apply to your Benefit, you must work at least 1 hour in Covered Service after the effective date of the benefit level.

*Normal Retirement Examples:*

Example 1:

Suppose that you retired on June 1, 2006, with 10 years of Past Credited Service and 20 years of Future Credited Service. Your monthly benefit would be figured as follows:

<u>Benefit Level on</u>	<u>x</u>	<u>Years of Credited</u>	<u>=</u>	<u>Monthly</u>
<u>Termination Date</u>		<u>Service</u>		<u>Benefit</u>
1. Past Service Benefit				
\$ 7.00	x	10	=	\$70.00
2. Future Service Benefit				
\$ 26.00	x	20	=	<u>\$520.00</u>
				\$590.00

Example 2:

Suppose that you retired on January 10, 2008, with 30 years of Future Credited Service. Your monthly benefit would be figured as follows:

<u>Benefit Level on Retirement Date</u>	x	<u>Years of Credited Service</u>	=	<u>Monthly Benefit</u>
\$27.00	x	30	=	\$810.00

**Note:** The above examples reflect the normal form of payment for unmarried employees, a Single Life Annuity. See pages 23 and 24 for descriptions of other benefit forms that may be available.



2. *Early Retirement Reduction*

<u>Normal Retirement Benefit Amount</u>	$\times$	<u>Percentage of Normal Retirement</u>	$=$	<u>Monthly Amount of Early Retirement Benefit</u>
\$810.00		88%		\$712.80

In this example, your monthly Early Retirement Benefit would be \$712.80.

**Note:** The above example reflects the normal form of payment for unmarried employees, a Single Life Annuity. See pages 23 and 24 for descriptions of other benefit forms that may be available.

## LATE RETIREMENT BENEFIT

If you decide to continue working beyond your Normal Retirement Date, as defined on page 12, you may retire at any time. You will begin receiving benefits on the first day of the month after you retire. You should apply for benefits, as described on page 33, at least 1 month prior to the date you wish to begin receiving your benefits.

The amount of your Late Retirement Benefit will be the greater of:

- (a) A benefit determined in the same way as your Normal Retirement Benefit, as described on page 13 using all your service through your actual retirement, or
- (b) The benefit you had earned as of your Normal Retirement Date, based only on service and the future service benefit level at that date, adjusted by a late retirement factor.

Example:

Suppose you had 20 years of Future Credited Service at your Normal Retirement Date on July, 1 2006, and that you elect late retirement at age 67 1/2 on January 1, 2009 with 22 years of Future Credited Service.

### 1. Normal Retirement Benefit Calculation

$$\begin{array}{rcccl} \text{Benefit Level on} & & \text{Years of Future} & & \text{Monthly} \\ \text{Late Retirement Date} & \times & \text{Credited Service} & = & \text{Benefit} \\ \hline \$27.00 & & 22 & & \$594.00 \end{array}$$

## 2. Late Retirement Factor Calculation

<u>Benefit Level at Normal Retirement</u>	x	<u>Years of Future Credited Service</u>	x	<u>Late Retirement Factor</u>	=	<u>Monthly Benefit</u>
\$26.00		20		1.306865		\$679.57

In this example you would receive \$679.57 per month (the greater of the two calculations).

Benefit payments must begin no later than the first day of April following the calendar year in which you reach age 70 ½, even if you are still employed at that time. You may also be able to elect a retroactive annuity start date with back payments as described below under timing of commencement of benefits.

**Note:** The above example reflects the normal form of payment for unmarried employees, a Single Life Annuity. See pages 23 and 24 for descriptions of other benefit forms that may be available.

## **DISABILITY BENEFIT**

If you incur a Total and Permanent Disability, as defined below, you will be eligible to receive a monthly Total and Permanent Disability Benefit, provided you meet the following requirements:

- (a) The disability occurs prior to age 65; and
- (b) You have at least 20 years of Vesting Service, including at least 1 year of Future Vesting Service; and
- (c) You have been disabled at least 6 months before benefits commence; and
- (d) You have applied for a Disability Benefit on a form prescribed by the Trustees and the Trustees have approved the application; and
- (e) You are actively working in the hospital industry at the time your disability occurs.

Total and Permanent Disability is defined as a physical or mental condition which the Trustees find, on the basis of medical evidence, to totally and permanently prevent you from engaging in any occupation for wage or profit, and that, in the opinion of the medical examiner, the disability will be permanent and continuous during the remainder of your life.

However, you shall not be deemed to have a Total and Permanent Disability if any of the following apply:

- (a) Your disability consists of chronic alcoholism or addition to narcotics;
- (b) Your disability was incurred while you were engaged in criminal activity or resulted from criminal activity;

- (c) Your disability was incurred from an intentionally self-inflicted injury; or
- (d) Your disability was incurred while serving with the Armed Forces of the United States, or from an injury, wound or disability arising out of a state of war.

The Disability Benefit is a monthly payment of \$75.00 and shall be payable only during the continued Total and Permanent Disability and until you reach the age of 62, except that if you were receiving this Disability Benefit prior to January 1, 1993, the age of 65 applies. After you reach such age, you will be deemed retired at that time and entitled to a Normal Retirement Benefit, as described on page 13 or an Early Retirement Benefit, as described on page 16, respectively.

The Disability Benefit shall be terminated if any of the following occur:

- (a) You engage in any occupation or employment for remuneration or profit;
- (b) The Trustees determine, on the basis of medical evidence, that you have sufficiently recovered to resume any occupation or employment for profit or remuneration;
- (c) You refuse to undergo a medical examination requested by the Trustees, provided that you may not be required to undergo such an examination more than twice a year at your expense;
- (d) You reach age 62, or age 65 if you were disabled prior to January 1, 1993; or
- (e) You die.



## **HOW RETIREMENT BENEFITS ARE PAID**

All retirement benefits under the Plan are paid out in the form of an Annuity. An Annuity pays benefits in equal monthly installments over a period of time.

### **Timing of Commencement of Benefits**

Your benefits will not begin before the earlier of the date you submit an application or your normal retirement date. By law your benefit must begin by April 1 of the year following your attainment of age 70½.

In some cases it may not be possible to actually begin payments on the date you chose because of a late application or delay in application processing. In such cases you will be offered the choice of a retroactive annuity starting date. Such retroactive annuity starting date will not be more than 90 days prior to the actual commencement of benefits unless the application was submitted after your normal retirement date. If you elect a retroactive annuity starting date your first payment will include back payments to the retroactive annuity starting date.

For Example:

Your accrued benefit payable at age 65 (Normal Retirement Age) is \$400. You did not work after age 65. You submit an application at age 66 to begin your benefit immediately. Since you are past your normal retirement age, you will be given the choice between:

- a) \$443.98 (= \$400 x 1.10996) per month based on the late retirement adjustment for age 66 or
- b) \$400.00 per month plus a one time payment of \$4,967 for the twelve months (with interest) since age 65; this lower monthly benefit is the earlier date based on retirement at age 65.

## **Normal Form of Payment for Married Participants**

If you have been married for at least 12 months when you begin receiving retirement benefits from the Plan, you will receive these benefits in the form of a Joint and 50% Survivor Annuity, unless you elect an Optional Survivor Annuity or you elect the Single Life Annuity with your spouse's consent.

Under the Joint and 50% Survivor Annuity form of payment, you receive a smaller monthly benefit than you would have received under the Single Life Annuity, because a benefit will continue to be paid to your spouse after your death. This reduced benefit is actuarially equivalent to the Single Life Annuity, which is the normal form of payment for unmarried participants. Upon your death, this benefit pays 50% of your reduced monthly benefit to your surviving Spouse. If your spouse dies before you, you will continue to receive the reduced amount during your life and no additional payments will be made after your death.

To illustrate how the Joint and 50% Survivor Benefit works, assume that you are 65 years of age, your Spouse is 62 years of age, and that you are eligible for a Normal Retirement Benefit of \$800.00. To illustrate the Joint and 50% Survivor Benefit your monthly benefit will be figured as follows:

Normal Retirement Benefit.....	\$800.00
Reduction Percentage.....	x <u>.90225</u>
Joint and 50% Survivor Benefit.....	\$721.80

When you die, your eligible surviving Spouse will receive 50% of your monthly benefit, or \$360.90 a

month for his/her life. In the event you had chosen to retire early and did not waive the Joint and 50% Survivor Benefit, your monthly benefit would have been further reduced in accordance with the rules governing the Early Retirement Benefit.

If you are married and wish to elect payments under the normal form of payment for unmarried Participants, the Single Life Annuity, you must first waive your right to receive the Joint and 50% Survivor Annuity in writing on a form prescribed by the Trustees. Your spouse must also consent to the waiver in writing on a form prescribed by the Trustees.

### **Optional Survivor Annuity**

The Plan offers a Joint and 75% Survivor Annuity as an optional form of benefit for married participants. This optional benefit is similar to the Joint and 50% Survivor Annuity described above and is also actuarially equivalent to the Single Life Annuity, which is the normal form of payment for unmarried Participants.

Under the Joint and 75% Survivor Annuity form of payment, you receive a smaller monthly benefit than you would have received under the Single Life Annuity, because a benefit will continue to be paid to your spouse after your death. Upon your death, this benefit pays 75% of your reduced monthly benefit to your surviving Spouse. If your spouse dies before you, you will continue to receive the reduced amount during your life and no additional payments will be made after your death.

To illustrate how the Joint and 75% Survivor Annuity works, assume that you are 65 years of age, your Spouse

is 62 years old, and that you are eligible for a Normal Retirement Benefit of \$800.00. To illustrate the Joint and 75% Survivor Benefit your monthly benefit will be figured as follows:

Normal Retirement Benefit.....	\$800.00
Reduction Percentage.....	x <u>.86021</u>
Joint and 75% Survivor Benefit.....	\$688.17

When you die, your eligible surviving Spouse will receive 75% of your monthly benefit, or \$516.13 a month for his/her life. In the event you had chosen to retire early and did not waive the Joint and 75% Survivor Benefit, your monthly benefit would have been further reduced in accordance with the rules governing the Early Retirement Benefit.

**Normal Form of Payment for Unmarried Participants**

If you are not married, your retirement benefits will be paid in the form of a Single Life Annuity. The Single Life Annuity pays benefits in equal monthly installments for as long as you live. No further Annuity payments will be made to anyone after your death.

**Choosing Your Payment Form**

The Administrative Manager will provide you with a description of the payment options available to you before your benefit payments are scheduled to begin, as well as the necessary benefit claim forms and waivers, if applicable.

You will receive an explanation of the financial effect of the Joint and 50% Survivor Annuity or Joint and 75%

Survivor Annuity on your retirement benefit. You may also contact the Administrative Manager at any time before you retire for additional details on the available payment options.

### **Death Benefits After Retirement**

No death benefit will be payable after your retirement unless you elected the Joint and 50% Survivor Annuity or Joint and 75% Survivor Annuity at the time of your retirement and your spouse at the time you retired survives you.

## **PRE-RETIREMENT SURVIVING SPOUSE BENEFIT**

If your death occurs after you are eligible to retire, the monthly payments to your surviving spouse will be 50% of the amount you would have received under the Joint and 50% Survivor Annuity had you retired the day prior to your death. Your spouse may elect to begin receiving the Benefit on the first day of the month following your death.

If you are married and you die before you are eligible to retire or if you die while receiving Total and Permanent Disability Benefits, your surviving spouse may be eligible to receive the Pre-Retirement Surviving Spouse Benefit described below.

Your spouse will be eligible to receive the Pre-Retirement Surviving Spouse Benefit if all of the following conditions are met:

- (a) You were married for 1 full year at the time of your death;
- (b) You worked at least 1 hour in Covered Service after August 22, 1984;
- (c) You were Vested; and
- (d) You were not receiving retirement benefits.

If you die before you are eligible to retire, the benefit will be determined assuming you separated from service on your date of death but survived to your earliest retirement date and elected the Joint and 50% Survivor Annuity. Your spouse will receive 50% of the amount you would have received as a retirement benefit.

Your spouse may choose to start receiving the Pre-Retirement Surviving Spouse Benefit as early as the day

you would have reached your Early Retirement Date, as defined on page 12.

Your spouse may also elect to defer these payments up to the date that you would have reached age 65. In this case, the monthly benefit will be actuarially increased to reflect the older age of your surviving spouse at the time the Pre-Retirement Surviving Spouse Benefit commences.

If your spouse does not elect any of the above dates, the Pre-Retirement Surviving Spouse Benefit payments will begin on the first day of the month following the day you would have reached your Normal Retirement Date, as defined on page 12.

## **ALTERNATE LUMP SUM DEATH BENEFIT**

Effective January 1, 2009, if you are Vested and die prior to commencing your benefit, you may receive a Lump Sum Death Benefit equal to \$500.00 multiplied by your years of Vesting Service. You must be actively employed in Covered Service by a Participating Employer or not working due to a disability at the time of your death to receive this benefit. "Actively employed" shall include participants, who are on a leave of absence or on on-call status, and who have not worked during the Plan Year.

If you are married, and the value of the Pre-Retirement Surviving Spouse Benefit described on page 27 is greater than the lump sum described above, the Pre-Retirement Surviving Spouse Benefit shall be paid instead of the Alternate Lump Sum Death Benefit.

### *Alternate Lump Sum Death Benefit Example:*

Suppose you are age 45 and Vested with 15 years of Vesting Service when you die. Your Alternate Lump Sum Death Benefit would be figured as follows:

Years of Vesting Service	x	\$500.00	=	Lump Sum Death Benefit
15	x	\$500.00	=	\$7,500.00



## **SUSPENSION OF BENEFITS**

### **Mandatory Employment Break**

You may not return to work in Disqualifying Employment for a minimum of 2 months after your retirement date.

### **Return to Work Before Normal Retirement Date**

If you are receiving an Early Retirement Benefit and have not attained age 65, such Benefit will be suspended in the event you work over 600 hours in Disqualifying Employment. Disqualifying Employment in a Plan Year before age 65 means:

- (a) Employment with a Participating Employer;
- (b) Employment with an employer in the same or related business as a Participating Employer;
- (c) Self-employment in the same or related business as a Participating Employer; or
- (d) Employment or self-employment in any business, which is or may be under the jurisdiction of the Union.

The period of suspension, subject to the paragraph below, shall commence as of the month the 601<sup>st</sup> hour in Disqualifying Employment is worked and shall remain in effect through the end of the Plan Year.

If you fail to notify the Administrative Manager of employment that may be the basis for suspension of benefit payments, or if you willfully make misrepresentations about Disqualifying Employment, your monthly benefits shall be suspended for an additional period of 6 months.

### **Return to Work After Normal Retirement Date**

If you have reached your Normal Retirement Date, as defined on page 12, your retirement benefits will be suspended for any month in which you work 51 hours or more in Disqualifying Employment. Disqualifying Employment on or after reaching age 65 means employment or self-employment that is:

- (a) In an industry in which Participants covered by the Plan were employed and earned benefits at the time of your retirement; and
- (b) In a trade or craft for which you were employed at any time under the Plan; and
- (c) In the geographic area covered by the Plan at the time your retirement began.

### **Required Notices**

If you return to work that may result in the suspension of your retirement benefits, you must give prompt written notice of your return to work to the Administrative Manager. The Administrative Manager will then request reasonable information from you for the purpose of verifying whether your retirement benefits are to be continued or suspended.

If you fail to give the written notice within 21 days of your return to work, the Plan will presume that your employment results in a suspension of benefits. You can overcome this presumption by establishing, to the satisfaction of the Plan, that your work was not in fact Disqualifying Employment.

When you cease working in Disqualifying Employment, notify the Administrative Manager so that your retirement benefits can be resumed.

### **Recalculation of Benefits After Returning to Work**

If your period of reemployment was with a Participating Employer, you may have earned additional Future Credited Service. If you have earned additional Future Credited Service, your benefit payments will be larger when they resume. If the Plan's benefit level was increased while your payments were suspended, the new benefit level will be used only if you earned at least 1 full year of Future Credited Service during the suspension.

If you received retirement benefits that you were not entitled to because you were working in Disqualifying Employment, this overpayment will be deducted from the retirement benefits you receive after your payments resume. Except for the first payment, the deduction from retirement benefits received after your Normal Retirement Date cannot exceed 25% of the monthly payment.

### **Determination of Status**

If you have any questions concerning whether returning to work might result in suspension of benefits, the Administrative Manager will, upon your written request, provide you with a written determination.

## **GENERAL INFORMATION**

### **Applying for Benefits**

In order to receive your benefits, you or your beneficiary must complete a benefit claim form. You should contact the Administrative Manager to receive this form. You may be requested to supply information along with this benefit claim form, such as a marriage certificate, birth certificate or death certificate.

It is important that you and your beneficiary keep the Administrative Manager informed of your current address. Without your current address, it may not be possible to send you the benefits you are entitled to.

### **Denial of Benefits**

#### **Timing of Notice of Denial of Claims – Other than Disability**

If your claim, except for a claim for Disability Benefits, is denied, in whole or in part, you will receive a written notice of the denial from the Administrative Manager within 60 days after receiving your claim, unless the Administrative Manager determines that special circumstances require an extension of time for processing the claim. If the Administrative Manager determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60 day period. In no event shall such extension exceed a period of 60 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

### Timing of Notice of Denial of Claims – Disability Claims

For disability claims, the Plan will make a decision on the claim and notify you of the decision within 45 days. If the Plan requires an extension of time due to matters beyond the control of the Plan, the Plan will notify you of the reason for the delay and when the decision will be made. This notification will occur before the expiration of the 45 day period. A decision will be made within 30 days of the time the Plan notifies you of the delay. The period for making a decision may be delayed an additional 30 days, provided the Plan notifies you, prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision.

If an extension is needed because the Plan needs additional information from you, the extension notice will specify the information needed. In that case you will have 45 days from receipt of the notification to supply the additional information.

### Calculation of Time

The period of time within which a benefit determination is required to be made will begin at the time a claim is filed in accordance with the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted due to the claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be put on hold from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the additional information.

### Content of Notice

The Administrative Manager will provide a claimant with written or electronic notification of any denial. Any electronic notification shall comply with the standards imposed by law. The notice must provide you with the following information, in a matter to be understood by the claimant:

- (a) The specific reason or reasons for the adverse determination;
- (b) Reference to the specific Plan provisions on which the determination is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation why such material or information is necessary;
- (d) A description of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination and exhausting the Plan's administrative remedies;
- (e) In the case of an adverse benefit determination concerning disability benefits;
  - 1. If an internal rule, guideline, protocol, or other similar criteria that was relied on or a statement that a copy is available to you at no cost upon request.
  - 2. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation

of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

### Appeal Procedures

- (a) You shall have 90 days following receipt of a notification of an adverse benefit determination within which to appeal the determination.
- (b) You shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
- (c) You shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to your claim.
- (d) The review on appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (e) The Trustees shall conduct a hearing at which you shall be entitled to present the basis of your claim for review and at which you may be represented by Counsel or other representative of your choosing.
- (f) In the case of a claim for disability benefits, you shall have 180 days following receipt of a notification of a denial or other adverse benefit determination within which to appeal the determination and, in addition to the appeal procedures described in paragraph (a) through

paragraph (e) as set forth above, the following shall apply:

1. The review on appeal shall not afford deference to the initial adverse benefit determination and shall be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the denial or other adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
2. If the denial or other adverse benefit determination is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
3. The Trustees shall identify any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your denial or other adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and



4. Any healthcare professional engaged for purposes of a consultation under subsection (f)(2) above, shall be an individual who is neither an individual who was consulted in connection with the denial or other adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.
- (g) If you are dissatisfied with the determination of the Trustees, you have the right to appeal the matter to arbitration in accordance with the arbitration rules of the Uniform Arbitration Act, Minnesota Statutes Chapter 572. In order to appeal the determination of the Trustees to arbitration, you must submit a request for arbitration to the Trustees, in writing, within 90 days after receipt of the Trustees' determination. At the time the request for arbitration is made, you name your member of the arbitration panel. The Trustees shall then name their member of the arbitration panel, and provide written notification of this to you. The two so named shall attempt to agree upon a neutral member who shall act as chairman of the arbitration panel. If the parties cannot agree upon a neutral member to act as chairman, then either party may request the Federal Mediation and Conciliation Service for a list of five neutral arbitrators. Each party shall alternately strike two names from the list. The remaining person shall act as chairman of the arbitration panel. The order of striking names shall be determined by a flip of a coin.

The question for the arbitration panel shall be whether, in the particular instance, the Trustees (1) were in error upon an issue of law; (2) acted arbitrarily or capriciously in the exercise of their discretion; or (3) whether their findings of fact were supported by substantial evidence.

The decision of the arbitrator shall be final and binding upon both parties, except that neither you nor the Trustees shall be precluded from challenging the decision under Section 502(a) of ERISA or other applicable law.

The procedures specified in this Section shall be the sole and exclusive procedures available to a participant or beneficiary of a participant who receives an adverse benefit determination, or is otherwise adversely affected by any action of the Trustees.

### **Limitations of this Summary Plan Description**

This booklet summarizes the main provisions of the Plan's legal document. It is not the complete Plan Document. In case of any conflict between the provisions of the Plan Document and this booklet, the provisions of the Plan Document will control.

### **Assignment of Benefits**

For the protection of you and your beneficiaries, your Benefits under the Plan cannot be assigned and are generally not subject to garnishment or attachment. This means that, in most cases, the Plan cannot send your benefits to a creditor on your behalf.

Federal law does provide that the Plan may be directed to pay a part of your Benefits to your spouse, former spouse or dependent child under the terms of a Qualified Domestic Relations Order or “QDRO”. A QDRO is a state court order that meets certain requirements and provides for payment of alimony, child support or marital property rights.

The Plan has established written procedures for qualifying and administering QDROs, a copy of which may be obtained, without charge, by contacting the Administrative Manager.

### **Amendment or Termination of Your Plan**

The Board of Trustees fully intends to continue the Plan indefinitely. However, to protect against any unforeseen situations, the Trustees have reserved the right to change the Plan in any manner allowed by law. In addition, the Trustees may terminate the Plan as follows:

- (a) In the event the Trustees determine that the Trust Fund is inadequate to carry out the intent and purpose of the Trust Agreement or is inadequate to meet the payments due or to become due to Participants and/or beneficiaries;
- (b) In the event there are no individuals eligible for benefits under the Plan;
- (c) By general consent of all Participating Employers and the Union in writing; and
- (d) In the event of termination as may be otherwise provided by law.

In the event the Plan is terminated, Participants shall become Vested in any Benefits earned up to the date of termination.

Your Pension Benefits under this multiemployer Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the Plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by:

- (a) 100% of the first \$11 of the monthly benefit accrual rate; and
- (b) 75% of the next \$33.

The PBGC's maximum guarantee limit is \$37.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

- (a) Normal and Early Retirement Benefits;
- (b) Disability Benefits if you become disabled before the Plan becomes insolvent; and
- (c) Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- (a) Benefits greater than the maximum guaranteed amount set by law;
- (b) Benefit increases and new Benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates; or (ii) the time the Plan becomes insolvent;
- (c) Benefits that are not Vested because you have not worked long enough;
- (d) Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- (e) Non-pension Benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the Administrative Manager or the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026, or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339, and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

### **Military Service**

The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides certain benefit protections to Participants on military leave in the uniformed services. During each period spent in qualified military service, up to a cumulative maximum

of 5 years, you will be given both Vesting Service and Credited Service as required by USERRA.

In order to receive the benefit protection provided by USERRA, you must notify the Administrative Manager as soon as you learn you will be entering military service and you must also resume Covered Service within the following time limits:

<u>Period of Military Service</u>	<u>Your Obligation</u>
1 to 30 days	Apply for Covered Service by the beginning of the first regular work day scheduled eight hours after you return home from military service.
31 to 180 days	Apply for Covered Service within 14 days after the completion of your military service.
More than 180 days	Apply for Covered Service within 90 days after completion of your military service.

## **STATEMENT OF ERISA RIGHTS**

As a Participant of this 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 shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Administrative Manager's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and 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.

Obtain, upon written request to the Administrative Manager, copies of documents governing the 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 Administrative Manager may make a reasonable charge for the copies.

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

Subject to limitation allowed by law, obtain a copy of any periodic actuarial report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary or a copy of the application filed with the Secretary of the Treasury

requesting an extension of amortization periods under Section 304 of ERISA and the determination of such Secretary pursuant to such application. Requested reports must be in possession of the Plan for at least 30 days before the Administrative Manager is required to furnish the reports. These reports must be requested in writing and are not required to be given more than once every 12 months. The Administrative Manager may make a reasonable charge for the copies.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more 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 12 months. The Plan must provide this 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 Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Pension Benefit or exercising your rights under ERISA.



## **Enforce Your Rights**

If your claim for a Pension Benefit is denied or ignored, 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 to 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 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan to provide the materials 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. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court, after following the Plan's appeal procedures outlined beginning on page 36 of this booklet. 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, after following the Plan's appeal procedures outlined beginning on page 36 of this booklet. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

## **Assistance With Your Questions**

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

## **ADDITIONAL INFORMATION ABOUT THE PLAN**

### **Trustees**

#### **Employer Trustees**

Kim Faust  
Allina Health System  
2925 Chicago Avenue  
Mail Route 10805  
Minneapolis, MN 55407-1321

David Leach  
Fairview Hospital & Healthcare  
400 Stinson Boulevard, 3<sup>rd</sup> Floor  
Minneapolis, MN 55413

Jeffrey Spain  
North Memorial Health Center  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

Mark Sorenson  
HealthEast Midway Campus  
1700 University Avenue W.  
St. Paul, MN 55104

Donna Van Dresser  
Children's Health Care  
2525 Chicago Avenue South  
Mail Stop 80-H190  
St. Paul, MN 55102

#### **Union Trustees**

Julie Schnell  
SEIU Healthcare Minnesota  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

Jamie Gulley  
SEIU Healthcare Minnesota  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

Jigme Ugen  
SEIU Healthcare Minnesota  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

Tee McClenty  
SEIU Healthcare Minnesota  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

Jan Cuccia  
SEIU Healthcare Minnesota  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

Lorne Johnson  
SEIU Healthcare Minnesota  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

The Board of Trustees meets regularly to discuss the operation of the Plan. The Trustees make all decisions regarding benefits, setting of investment policy, and establishing guidelines for administering the Plan. The Trustees have full discretion and authority to interpret and apply provisions of the Plan and matters pertaining to its administration and their decisions are final. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

**Name of Plan**

Twin City Hospital Workers Pension Plan

**Agent for Service of Legal Process**

The Plan's agent for service of legal process is:

Marilyn Moelter  
Twin City Hospital Workers Pension Plan  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102

Service of legal process may also be made upon any Trustee.

### **Type of Plan**

This is a defined benefit pension plan which is funded by the contributions of sponsoring employers pursuant to the terms of collective bargaining agreements. This means that the benefits you receive are based upon a specific formula established in the Plan Document. The assets of the Plan are maintained in Trust for the exclusive benefit of Participants and beneficiaries according to the terms of the Plan.

### **Plan Administration**

The Plan is jointly administered by a Board of Trustees who serve without pay. They have hired an Administrative Manager to assist them with the day-to-day administration of the Plan.

### **Administrative Manager**

Marilyn Moelter  
Twin City Hospital Workers Pension Plan  
345 Randolph Avenue, Suite 100  
St. Paul, MN 55102  
651-294-8160

### **Plan Attorney**

Peter Rosene & Andrew Staab  
Rosene, Haugrud & Staab, Chartered  
400 Robert Street North, Suite 1800  
St. Paul, MN 55101

### **Plan Consultant**

United Actuarial Services, Inc.  
11590 N. Meridian Street, Suite 610  
Carmel, IN 46032

### **Employer Identification Number and Plan Number**

The Employer Identification Number issued to the Board of Trustees is 41-0973571 and the Plan Number is 001.

### **Sources of Trust Fund Income**

Sources of Trust Fund income include employer contributions and investment earnings. The employer contributions are determined in accordance with the applicable collective bargaining agreements which specify the amount of contribution to be made for each hour of covered work.

### **Funding Medium for the Accumulation of Plan Assets**

All contributions and investment earnings are accumulated in a trust fund which is utilized to pay benefits to eligible participants and beneficiaries and to defray the reasonable costs of administration.

### **Plan Assets**

The assets of the Plan are held in trust for the exclusive benefit of Plan Participants and beneficiaries. All Plan assets are presently invested pursuant to guidelines adopted by the Board of Trustees.

### **Plan Year**

The Plan's fiscal year begins on January 1 and ends on December 31.

### **Parties to the Collective Bargaining Agreement**

The Plan is the result of collective bargaining agreements between Minnesota's Health Care Union, SEIU Healthcare Minnesota, and the Participating Employers. You or your beneficiary may obtain a copy of the Collective Bargaining Agreement you are covered under by sending a written request to the Administrative Manager. Participating Employers are listed on page 53.

**Participating Employers  
(as of 1/1/2009)**

**Allina Health Systems**

Abbot Northwestern Hospital  
Buffalo Hospital  
Mercy Hospital  
Owatonna Hospital  
Phillips Eye Institute  
St. Francis Regional Medical Center  
United Hospital  
Unity Hospital

**Children's Hospital & Clinics Minneapolis / St. Paul**

**Bethesda Cerenity Care Center**

**Fairview Health Services**

Fairview University Medical Center  
Fairview Southdale Hospital

**Health East**

Bethesda Hospital  
St. John's Hospital

**North Memorial Health Care**

**Park Nicollet Methodist Hospital**

**SEIU Healthcare Minnesota**

**Twin City Hospital Workers Pension Fund**



**Previous Participating Employers  
(as of 1/1/2009)**

**Abbot Northwestern**

Kenny Institute / Eitel Hospital  
Willow Street Center  
Laundry Service

**Community Hospital Linen Services**

**Riverside Medical Center**

Fairview Deaconess  
St Mary's and St. Mary's Rehab

**St. Joseph's Medical Center - Brainerd**