

SEIU Healthcare 1199NW  
Multi-Employer  
**Training  
Fund**



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**YOUR PLAN BENEFITS**

Plan Amended & Restated Effective OCTOBER 22, 2020



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**INTRODUCTION**

SEIU Healthcare 1199NW (“1199NW”) and partner healthcare industry Contributing Employers (Virginia Mason Franciscan Health, St. Anne Hospital, St. Clare Hospital, St. Joseph Medical Center; UW Medicine/Northwest Hospital & Medical Center; Swedish Medical Center; Swedish-Edmonds; UW Medicine/Valley Medical Center; Kaiser Permanente of Washington; MultiCare Good Samaritan Hospital; MultiCare Auburn Medical Center; MultiCare Valley Hospital; MultiCare Deaconess Hospital; PeaceHealth St. Joseph Medical Center; Kadlec Regional Medical Center; Providence St. Peter Hospital; and Neighborcare Health) have agreed, through the collective bargaining process, to form the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (“Fund”).

The Fund provides a range of educational and training benefits for eligible participants. Educational benefits offered through the Fund are in addition to any which are expressly covered by your contract and/or benefits that may be offered by your Contributing Employer.

This Plan document is designed to give you information you need about the programs the Fund offers and about your rights and responsibilities under the Plan. Benefits set forth in this Plan or otherwise made available by the Fund are not accrued or vested benefits. That means benefits are not promised to continue in their current form or amount into the future and the Board of Trustees, in its sole discretion, may amend, change or discontinue benefits at any time. You must meet all Plan eligibility requirements in order to receive benefits, and the Plan terms that are in effect at the time costs are incurred will determine the benefits that are available to you.

As new programs and educational opportunities are developed, the information will be made available on the Fund’s website. It is important that you read the Plan document so that you know:

- How to use the services the Fund has to offer;
- The programs for which you are eligible to enroll; and
- The policies and procedures that need to be followed so that you can successfully complete your selected program.

The following Articles pertain to Fund benefits that are generally available through collectively bargained contributions on behalf of members of SEIU Healthcare 1199NW. The benefits available to eligible members of the public through grant funded programs are set out separately in the documents for those respective grants.

If you have any questions or concerns about your benefits or coverage under this Plan, contact the Fund Office at:

- ☎ 425.255.0315    ✉ members@healthcareerfund.org
- 🏠 15 South Grady Way Suite 321, Renton, Washington 98057

## ARTICLE 1 ELIGIBILITY REQUIREMENTS

### 1.01 | General Eligibility Requirements |

A. Employees in the following bargaining unit classifications covered by the Collective Bargaining Agreement between SEIU Healthcare 1199NW and Contributing Employers are eligible to participate in the Fund, subject to meeting all required conditions herein:

1 Service/Maintenance	4 RN
2 Technical	5 Professional
3 LPN	6 Non-Professional

B. Ineligible employees: Since Contributing Employers only make contributions on permanent FTE'd employees, per diem employees and agency staff are not eligible to participate in the Fund for any benefits.

C. To be eligible for Fund benefits you must:

- 1) Have completed your probationary period.
- 2) Have worked for a Contributing Employer for the period required by the Trustees for the specific program for which you are applying (see Article 3).
- 3) Meet the other eligibility requirements as set forth in this document, and specific requirements for each certificate/degree-granting program.
- 4) In the event of a layoff (not termination for cause), a participant is allowed to complete the class for the term.

### 1.02 | Academic Eligibility Requirements |

Eligibility to participate in a particular program or course is limited to employees who meet the minimum academic and other requirements of the program or course. Additionally, the school must be a Fund approved school.

### 1.03 | Advance Approval Eligibility Requirement |

Notwithstanding any other provision of this Article, program applicants who enroll in a course or school without receiving formal approval from the Fund in advance of enrollment are not eligible for benefits. The Fund will not provide benefits or assume responsibility for such program applicants.

### 1.04 | Eligibility Priority Selection |

Where the number of eligible employees who have applied for a program or course and who meet the requirements for that program exceeds the number of available training slots, selection shall be made by criteria determined by the Trustees. Priority criteria may be established for both "new" and "active" participants. A "new" applicant is one who has never before participated in a Fund program; or has not participated in two consecutive academic terms and is seeking to participate; or has completed a Fund program, thereby becoming inactive, and is seeking to participate in a new program. An "active" participant is one currently enrolled in any Fund program or who has been enrolled within the last two academic terms but has not yet completed the Fund program in which they were enrolled.

### 1.05 | Eligibility for Grant-Funded Programs |

The Fund develops and seeks grant funding on an ongoing basis. For an employee to be eligible to participate in these grant-funded programs, the employee must be employed by an institution that is a participant in the grant and must meet the specific criteria required by the grant.

## ARTICLE 2 APPLICATION & OTHER PROCEDURES

All employees must comply with the application procedures and any other requirements established by the Trustees or the Executive Director, in order to be eligible for participation in any of the programs of the Fund.

### 2.01 | Completion of Forms |

To be considered for approval for training, a course or a program, you must complete the Fund's application form and provide supporting documentation within the established deadlines.

### 2.02 | Application Process |

Depending on the program you apply for, you may also need some or all of the following:

- A. Counseling meeting with career/academic navigator
- B. Verified copies of transcripts and records
- C. Verified copies of licenses and certificates
- D. Satisfactory completion of assessments and standardized achievement tests
- E. Satisfactory completion of preparatory training
- F. Satisfactory completion of necessary remediation
- G. Formal acceptance by the institution giving the program or course for which the application is being made
- H. Participate in study groups or tutoring
- I. Update the Fund's navigators of grades per term if you are using tuition assistance benefits
- J. Participate in focus groups, evaluations and other information gathering activities that enable the Fund to identify new programs and areas of services that need enhancement
- K. Cooperate with other reasonable requests made by the Fund staff to expedite the processing of applications
- L. Any other requirement deemed necessary by the Executive Director.

## ARTICLE 3 BENEFITS

### 3.01 | Benefits Under the Fund |

Benefits under the Fund include the following:

- A. Assessment, Education Navigation and Career Counseling
- B. Education Support Services

- C. Tuition assistance for programs of study or college programs, etc., for individuals and cohort groups
- D. Professional development and Continuing Education Units (CEU's)
- E. Professional/Technical unit conference travel and attendance
- F. RN specialty certification fee
- G. Apprenticeship (Effective date of this benefit is subject to the Apprenticeship Program's governmental registration and approval; the Fund will commence administering this benefit once this condition is met.)

Specific eligibility and benefit criteria for each benefit are set out below.

### **3.02 | Assessment, Education Navigation and Career Counseling |**

*Length of Service Condition: You must have completed your probationary period to use any of this benefit.*

A navigator will be assigned to work with you throughout your participation in the Fund program. The Fund recognizes that academic, career and Fund programs and benefit advice is a critical component of the successful educational experience of its members. The navigators advise you as to the programs and benefits offered by the Fund, monitor progress, and discuss obstacles that may be hindering your success as well as benefits that may be available in the community relating to your education and career goals.

Assessment, education navigation and career counseling services are designed to help you select education and career goals that best match your skills, needs and personal circumstances. They also give you a realistic assessment of the job market. Through assessment, educational navigation and counseling sessions, navigators guide you into an appropriate program, and help you find ways to overcome obstacles that might prevent you from achieving your goals. The navigator may suggest you take one or more skills assessment before you are placed in a program. The tests measure ability in areas such as reading, writing, math, critical thinking and specific job skills. These assessments will help the navigator determine what the next steps should be toward academic, education and career goals. The Fund may also have job application review and interview coaching services available upon request.

### **3.03 | Education Support Services|**

*Length of Service Condition: You must have completed your probationary period to use any of this benefit.*

The Fund provides tutoring, workshops, academic support materials, and an English Language Learner (ELL) and Basic Computers program to help you improve your knowledge and skills for work, going to school, or applying to programs.

- A. College Success Preparation:
  - 1) College placement exam preparation
  - 2) Allied Health programs/Nursing school entrance exams, such as TEAS, HESI, PAX, etc.
  - 3) Subject matter support and preparation, on an as-needed basis.

- 4) Study and test-taking skills
- 5) Math and Science

#### **B. Academic Support Materials:**

The Fund provides approved academic resources. Contact the Fund to determine if the academic resource is an approved resource.

#### **C. Career Exploration:**

The Fund provides support with information and resources related to healthcare career pathway selection.

#### **D. Study, Test Taking and Student Success Workshops**

#### **E. English Language Learner (ELL) and Adult Basic Skills (ABE):**

The Fund provides career-based ELL and Basic Computers Programming.

#### **F. Computer Skills Support:**

The Fund provides introductory computer skills workshop to prepare you to use computers in your work and for online learning opportunities.

#### **G. Tutoring Services:**

Tutors are available through the Fund to help you succeed in Science, Math, English and other college classes. Tutors may also provide assistance with ELL, ABE, exam and/or other course preparation, career skills support, and GED preparation. Tutoring services may be provided through different modalities such as online resources, in-person tutoring, etc.

### **3.04 | Tuition Assistance|**

The Fund provides assistance with the costs of attending school programs leading to job upgrades and new careers in healthcare.

#### **A. Conditions for receiving tuition assistance are as follows:**

- 1) Length of Service condition – at least one year of continuous service with a Contributing Employer. Health Care Apprenticeship Consortium participants Length of Service condition is as set forth in 3.08.
- 2) No current written corrective action on file for the previous one year period.
- 3) Ongoing students must provide proof of satisfactory academic progress with grades as outlined in section 3.04.F in order to continue to receive tuition assistance.
- 4) For employees who are transferred into the Fund from pre-existing employer tuition reimbursement/assistance programs in which they were enrolled as of June 30, 2009, the Board of Trustees in its sole discretion may grandparent certain terms and conditions regarding FTE requirements, course of training, benefit amounts, and service commitments of such programs and work agreements between such employees and their Contributing Employers for purposes of Fund benefits. If a “grandparented” individual is inactive for two terms or

more, they will lose their grandparented status. For any subsequent class or program for which they enroll, they will be subject to the terms and conditions of this Plan document.

B. Benefit levels:

- 1) The amount of tuition assistance per calendar year shall be determined by the Board of Trustees in its sole discretion, and may be modified by the Board on an annual basis. In the case of funding or budgetary considerations, the Board in its sole discretion may reduce the annual amount of Tuition Assistance for any one or more bargaining unit classifications at any time.
- 2) Benefit based on FTE status:
  - a) Employees with a .75 or above FTE shall receive 100% of the tuition assistance benefit level per calendar year.
  - b) Employees with .50 - .74 FTE shall receive 75% of the tuition assistance benefit level per calendar year.
  - c) Employees with a .49 or below FTE shall receive 50% of the tuition assistance benefit level per calendar year.
- 3) The navigator will determine the appropriate course load based on criteria such as previous educational history and FTE status.
- 4) The Executive Director, in the Director's sole discretion, may, after a review, modify the pro rated percentage of tuition assistance benefit based on a participant's FTE status to the extent a participant's navigator has confirmed in writing that the participant's current FTE status directly results from a program's formal course or training that restricts the ability to work additional hours.
- 5) The calendar year benefit level against which eligible tuition assistance costs shall be applied will correspond with the year in which the class or course being paid for actually begins as opposed to the year in which registration or payment for the class or course may occur or the related program of study may begin.

C. Tuition assistance shall be provided for in-demand healthcare career positions available at participating contributing employers. These positions will be determined and prioritized from time to time by the Board of Trustees, in its sole discretion, within the following degree and program classifications including but not limited to:

- 1) Service/Maintenance, LPN, & Non-Professional:
  - a) Skills training certificate programs (i.e. CNA, Lab Assistant, MA, Surgical Tech, etc.)
  - b) Associates degree and bachelor's degree and master's degree in occupations within healthcare.
  - c) Pre-requisite courses in occupations within healthcare.
  - d) Adult Basic Education (ABE), college readiness and preparatory classes.

2) Professional/Technical

- a) Associates degree, bachelor's degree, and certificate programs in occupations within healthcare
- b) Pre-requisite courses in occupations within healthcare
- c) Master's degree and or PhD as required to practice

3) RN

- a) BSN completion
- b) MSN (primarily to address educating nurse faculty)
- c) Advanced Practice (ARNP's)

D. Tuition assistance covers the following:

- 1) Tuition fee
- 2) School fees (lab fees, entrance fees, etc.), standard tests (TEAS, GRE, etc.), including entrance, placement or learning disability assessments required or recommended by the educational institution.
- 3) Learning disability assessment benefits will not exceed \$1,000 per calendar year and must be approved at the discretion of the Executive Director.
- 4) Required, recommended or optional course textbooks/software/supplies (i.e. stethoscope) noted by the course requirements
- 5) To the extent the Fund's tuition assistance results in taxable income to an employee, the term "tuition assistance" includes the Fund's payment of the employee's share of any Federal Insurance Contributions Act ("FICA") taxes owed on such income. Any Fund payment of employee's share of FICA taxes will be included in determining the applicable maximum amount of tuition assistance provided for in Section 3.04(B) of this Article.
- 6) Foreign Transcript Evaluations

E. Tuition assistance does not cover:

- 1) Cost of certification or license
- 2) School parking fees, late registration fees, finance charges, etc.
- 3) Tuition and/or fees to repeat a course previously funded by the Training Fund.
- 4) Computers, cameras, etc.
- 5) Scrubs, clothing, shoes, etc.
- 6) Background checks, immunizations, etc.
- 7) Backpacks, notebooks, etc.

For an extensive list of additional items covered and/or not covered, please consult with your navigator.

F. Participants shall meet academic requirements set by the specific school/college program.

- 1) Participants in the tuition assistance program who fail to complete their approved college level class(es) with full school/college credit, withdraw or drop out of a class shall reimburse the Fund for all tuition benefits and costs related to this. The Executive Director, in the Director's sole discretion, may waive all or a portion of the reimbursement requirement if the participant is granted an academic hardship withdrawal from the educational institution for the class(es) for which tuition benefits were received.
- 2) If the participant fails to reimburse the Fund they will be ineligible for Fund benefits, except for college readiness and case management services, for two years from the beginning date of the class in which academic requirements were not met or that the participant withdrew from or dropped, or until reimbursement in full, whichever is earlier.

G. Service commitment following tuition assistance:

Participants in the tuition assistance program who are in degree or program classifications are required to fulfill a service commitment by remaining employed by their current primary Contributing Employer for a period of time. The service commitment applies to all defined degrees or programs, including degrees such as Biology or ADN, regardless whether such degrees or programs may be considered a prerequisite to a further degree. The service commitment requirement does not apply to prerequisite classes or prerequisite degrees that consist of a compilation of prerequisite courses. The Fund reserves the discretionary authority to determine whether a degree or program is subject to the service commitment or is within the prerequisite exception. The extent of service commitment depends on the amount of benefits received and the availability of an appropriate job, as provided below. A separate service commitment applies to each degree or program completed by a participant for whom tuition assistance benefits were received:

- 1) Participants who receive up to \$5,250 of tuition assistance to complete their programs are expected to remain employed by their current primary Contributing Employer for one (1) year following program/course completion.
- 2) Participants who receive more than \$5,250 and up to \$10,500 of tuition assistance to complete their programs are expected to remain employed by their current primary Contributing Employer for two (2) years following program/course completion.
- 3) Participants who receive over \$10,500 of tuition assistance to complete their programs are expected to remain employed by their current primary Contributing Employer for three (3) years following program/course completion.
- 4) Unless the exception for pre-requisite classes or pre-requisite degrees consisting of a compilation of pre-requisite courses noted above applies.

Participants in the tuition assistance program are required to sign a Service Commitment Agreement ("Service Agreement"). This agreement obligates the participant to reimburse the Fund for all tuition benefits and costs incurred by the Fund if they do not meet their service commitments. Failure to reimburse the Fund shall result in ineligibility for future Fund benefits unless and until reimbursement is made.

- 5) In the event that there is no job opening at a participant's current primary Contributing Employer with (i) an FTE equal to their current position and (ii) in a position commensurate with the level of training that participant received through tuition assistance at the time participant completes the training or degree program, participant will be released from the Service Agreement if the following conditions are also met: there is no job available consistent with (i) and (ii) above after a 90-day job search at the participant's current primary Contributing Employer, followed by a 30-day job search at all other Contributing Employers and the affiliated employer network of the current primary Contributing Employer.
- 6) The participant will not be required to take a job opening that is more than 25 miles from the participant's residence except to the extent the participant's job with the current primary Contributing Employer is more than 25 miles from the participant's residence and the job opening is at the same facility as the participant's current job.
- 7) In the event of a layoff (not termination for cause), participant is allowed to complete the class for the term, shall not be required to reimburse the Fund for expenses incurred, and shall be released from the Service Agreement to the extent there is no other commensurate job opening at the affiliated employer network of the participant's current primary Contributing Employer at that time.
- 8) The participant shall not be required to take a position at a lower FTE or higher FTE than the position s/he currently holds in order to fulfill the service commitment. However, the participant may choose to take a lower or higher FTE position to fulfill the service commitment if that is acceptable to their current primary Contributing Employer. The Board of Trustees may delegate authority to a subcommittee which in its sole discretion may, after a review, modify applicable service commitments.

**3.05 | Professional Development and Continuing Education Unit Benefits |**

*Length of Service Condition: Employees in the Service/Maintenance, LPN, Non-Professional and Professional/Technical bargaining units who have passed probation are eligible for Professional Development and CEU benefits as outlined below:*

- A. Employees are eligible for up to \$300 total for Professional Development and/or CEU benefits per calendar year, based on their FTE status.
  - 1) Employees with a .75 or above FTE shall receive 100% of the benefit level per calendar year.

- 2) Employees with .50 - .74 FTE shall receive 75% of the benefit level per calendar year.
- 3) Employees with a .49 or below FTE shall receive 50% of the benefit level per calendar year.

B. Items covered:

- 1) Courses and registration for courses that carry CEU credits as well as required books, audio tapes or videos related to a CEU course taken, related to current or future job development.
- 2) Certification exams or courses/review materials that prepare participants for those exams applicable to Professional/Technical bargaining unit and Service/Maintenance, LPN, & Non-Professional bargaining unit participants, including certification and recertification fees (for example, initial certification exam fees and/or recertification fees whether or not they are exam fees).
- 3) Membership in professional organizations that provide CEUs as a benefit of membership.

C. No Professional Development or CEU benefits will be provided for:

- 1) State or Federal licenses required for employment
- 2) Annual permits such as food handlers permits
- 3) Study aids that do not award CEU (such as flashcards and vocabulary software)
- 4) Health Care Assistant Certification (Washington State Department of Health)

### 3.06 | Professional/Technical Unit Conference Travel and Attendance Benefits |

*Length of Service Condition: Employees in the Professional/Technical bargaining units who have passed probation are eligible for Conference Travel and Attendance benefits as outlined below:*

- A) Professional/Technical employees are eligible for up to \$1,500 total for a Conference Travel and Attendance Benefit per calendar year, based on their FTE status, provided that such conferences and travel are only within the U.S. and Canada:
  - 1) Employees with a .75 or above FTE shall receive 100% of the benefit level per calendar year.
  - 2) Employees with .50 - .74 FTE shall receive 75% of the benefit level per calendar year.
  - 3) Employees with .49 or below FTE shall receive 50% of the benefit level per calendar year.
- B) Benefit Guidelines:
  - 1) The conference must be for the position or modality in which the employee is currently working.
  - 2) The conference must award CEUs relevant to the employee's current position.

- 3) Only one conference benefit award per employee per year will be approved.

C) What is covered:

- 1) Eligible costs covered by the benefit include conference registration fees; reasonable coach class airfare or other reasonable transportation costs (such as mileage) directly to and from the conference location; reasonable economy hotel room, air bnb, or equivalent rates for the day(s) of the conference and depending on travel distance and agenda times, one day prior to the commencement of the conference. Reasonable costs of in-state travel qualify unless it is local travel as excluded below. Whether any costs are reasonable is in the sole discretion of the Training Fund, but employees are expected to make cost efficient decisions if options are available regarding necessary travel and hotel rates.
- 2) Ineligible costs not covered by the benefit include travel costs incurred at the conference or program location (for example, taxi from airport to hotel), hotel costs incurred on the final conference day, local travel to or within the location, cost of all meals, food and drink, and any other incidentals. In addition, the benefit does not cover any travel upgrades or optional or supplemental travel fees (such as checked baggage).
- 3) Employees who fail to attend conferences for which the Training Fund has paid any associated costs pursuant to this benefit shall reimburse the Training Fund for all benefits and costs received. Hardship circumstances may be appealed to the Executive Director, who in the Director's sole discretion, may waive all or a portion of the reimbursement requirement. If the employee fails to reimburse the Training Fund, absent a waiver by a hardship appeal to the Executive Director, they will be ineligible for Fund benefits for two years.

D) Application Process:

- 1) Applications must be submitted prior to conference attendance to qualify. Conferences already attended prior to the application will not be considered.
- 2) It is recommended that applications be submitted throughout the year for an upcoming conference. Benefit awards will be announced each quarter.
- 3) Awarded benefits will be disbursed by reimbursement only.

### 3.07 | RN Specialty Certification Fee Benefit |

*Length of Service Condition: RNs who have passed probation are eligible for the RN Specialty Certification Fee benefit, which covers initial certification exam fees and/or recertification fees whether or not they are exam fees.*

- A) Employees are eligible for up to \$300 per calendar year based on their FTE status:



- 1) Employees with a .75 or above FTE shall receive 100% of the benefit level per calendar year.
- 2) Employees with .50 -.74 FTE shall receive 75% of the benefit level per calendar year.
- 3) Employees with a .49 or below FTE shall receive 50% of the benefit level per calendar year.
- 4) CEU's for RNs. RN CEU classes other than certification or re-certification fees are not covered as a Fund benefit. Please check your collective bargaining agreement for applicable CEU benefits.

### **3.08 | Apprenticeship |**

*Length of Service Condition: Access to Fund benefits begins once the apprentice has been employed and accepted into the apprenticeship program.*

- A. Subject to the condition set forth in section 3.01.G, the Fund provides tuition benefits to members participating in the Healthcare Apprenticeship Consortium apprenticeship program as per 3.04 once the apprentice has been employed and accepted into the apprenticeship program. For non-apprenticeship related benefits, members must meet the Length of Service condition as set forth in this document.

## **ARTICLE 4 | INDIVIDUAL EXCEPTION REQUEST**

### **4.01 | Overview |**

The Fund makes a distinction between claims for a program, course or benefit pre-approved by the Fund as a Plan benefit or contesting the application of the Fund's benefits to your situation, and requests or claims that the Fund and/or its benefits be formally modified, amended, waived or exempted. For example, if you request benefits for programs and services not pre-approved by the Fund as a Plan benefit, such a request is in effect a request to modify the Plan document's schedule of benefits. Such a request can only be considered and approved, in the sole discretion of the Executive Director, on a case-by-case basis as a request for Individual Exception to the Fund's scheduled benefits. Requests for Individual Exception can be requested by contacting your navigator and providing necessary documentation to substantiate the need for the individual exception. A denial of a request for individual exception does not constitute a denial of a claim for benefits under the terms of this Plan document, and cannot be appealed pursuant to the Plan's Article 5 - Benefit Claim Appeal Procedures.

## **ARTICLE 5 | BENEFIT CLAIM APPEAL PROCEDURE**

### **5.01 | Overview |**

The Training and Education Fund wishes you success in whichever programs you have chosen to assist you in obtaining your employment/ career goals. Should you have questions or concerns while participating in our programs, please talk with your navigator.

An administrative review and appeal of your claim for benefits under the Fund is possible if your application for a program, course or benefit pre-approved by the

Fund as a Plan benefit is denied or you are contesting the application of the Fund's benefits to your situation.

Appeals concerning the Fund will be resolved in a three-step process. You have a total of 45 days to complete the first two steps that are required in filing an appeal to the Executive Director. If your appeal is denied by the Executive Director, you then have another 45 days to complete the third step, which is filing an appeal to the Appeals Committee. You waive your right to an appeal if you do not meet these timelines. Each step is a prerequisite in order to proceed to the next step.

### **5.02 | Step 1 - Conference with Navigator/Program Contact |**

Student will confer with the navigator/program contact to identify any facts or issues relevant to the claim that need explanation or clarification.

### **5.03 | Step 2 - Appeal to Executive Director |**

If the appeal is not resolved by the first step, the student may file an appeal in writing to the Executive Director. Step 1 and Step 2 must both be completed within 45 days of the benefit denial or claim arising. The appeal must include an explanation of the basis for your appeal and the Fund terms applicable to your claim. If the appeal is denied, a written denial notice will be provided to you within 45 days after the date your claim is received by the Executive Director, unless an extension of time is required due to special circumstances.

If your claim for a benefit is denied, the written notice will include the following:

- The reason for the denial;
- References to the specific Fund provisions on which the denial is based; and
- An explanation of the Fund's review procedure for appealing the denial.

### **5.04 | Step 3 - Appeal to Appeals Committee |**

If your appeal is denied by the Executive Director, you may file an appeal in writing to the Appeals Committee through the Fund Administrative Office.

- The appeal must be filed within 45 days of the denial decision by the Executive Director; and
- The appeal must be accompanied by an explanation of the basis for your appeal and the Fund terms applicable to your claim.

If the appeal is denied, a written denial notice will be provided to you within 60 days after the date your claim is received by the Appeals Committee unless an extension of time is required due to special circumstances. The Appeals Committee makes the final determinations on claims for benefits under the Fund. You must exhaust the administrative appeal procedures if you are contesting a denial of benefits or the application of the Fund.



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