

SEIU LOCAL 1 & BOMA/CHICAGO TRAINING PLAN

SEIU LOCAL 1 & BOMA/CHICAGO LEGAL SERVICES PLAN

**Summary Plan Description
Effective August 1, 2025**

Introduction

The Trustees of the SEIU Local 1 & BOMA/Chicago Training and Legal Fund are pleased to provide you with this Combined Plan Document/Summary Plan Description, which explains the benefits available under the Fund's Training Plan and Legal Services Plan. Please keep this booklet in a safe place and refer to it any time you plan to use the benefits available to you.

The Board of Trustees has full authority to interpret the Plans, all Plan documents, rules and procedures. Their interpretation will be final and binding on all persons dealing with the Plans or claiming a benefit from the Plans.

Information About the Summary Plan Description

No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret these Plans nor can any such person act as an agent of the Trustees. If you request any information regarding these Plans, such information must be communicated to you in writing signed on behalf of the full Board of Trustees either by the Trustees or, if authorized by the Trustees in writing, signed by the Fund Manager. Notices of any changes will be sent to each known participant's last known address within the time required by applicable regulations. Before incurring any non-emergency expense, contact the Fund Office to confirm your current entitlement to coverage.

If you have difficulty understanding any part of this booklet, please contact the SEIU Local 1 & BOMA/Chicago Training and Legal Fund Office at: traininglegalfund@seiu1benfunds.org or call (312) 233-8794

Eligibility Rules

The Following Rules control eligibility for both the Legal Services and Training Plans.

Eligibility for the Training Plan and Legal Services Plan depends on eligibility from the SEIU 1 and Participating Employers Health Trust (the “Health Trust”). In general, if you are eligible for benefits from the Health Trust, and your employer is required to make contributions to the Training and Legal Services Fund, then you are eligible for benefits from the Training and Legal Services Plan.

If you are an “employee,” and if you meet the “Initial Eligibility” requirements, you will be eligible for Legal Services and Training Plan benefits.

Initial Eligibility Requirements

You will become eligible on the first day of the benefit month in which you are eligible for benefits from the SEIU 1 & Participating Employers Health Trust.

When Your Coverage Starts

Your coverage will start on the date that you meet the initial eligibility requirements.

Continuing Coverage

In general, you will continue to be eligible for benefits for as long as you are eligible for benefits from the SEIU 1 & Participating Employers Health Trust. *Termination Of Coverage*

Your coverage for Plan benefits will end on the first to occur of the following dates:

The last day of the work month for which you did not meet the continuing coverage rules.

If the Plan is terminated by the Trustees, all benefit coverage for you and your dependents will terminate on the date the Plan is terminated. Benefits will be paid for covered expenses incurred before the Plan termination date if the Plan’s assets are more than its liabilities, but benefit payments will be limited to the funds available for such purposes.

Training Plan

Training Plan/Program Frequently Asked Questions (FAQ)

1. How much do courses cost?

Taking courses through the Training Program is free for eligible members.

2. How do I take a course?

You can register for courses by calling the Fund Office at (312) 233-8794, or by sending an email to: traininglegalfund@seiu1benfunds.org.

3. Will the Fund pay for me to go to school elsewhere?

No, the Fund does not currently have a scholarship program.

4. Can my dependents take courses?

Your dependents are not eligible to take courses through the Training Program.

5. Do I have to pay for books?

Necessary books and other required course-related materials are provided, without charge, to participants who are enrolled and attending class. However, if you lose a course book, you must pay for a replacement.

6. How many courses can I take?

You can take as many courses as you have time for, however, you cannot be enrolled in two courses that meet at the same time.

7. Will the Fund pay for any course-related licensing fees?

No. You are fully responsible for the cost of obtaining certifications from outside agencies.

8. What happens if I miss a class?

A minimum of 80% attendance is required for completion in a course. Some courses are able to offer one or two make-up assignments in extreme cases. Speak with your instructor regarding make-up assignments.

9. Are courses available in my primary language?

Training Program courses are taught in English to best serve our diverse population. Select courses are available in other languages. Please check the catalog for details.

10. Does the Training Program offer credit for certifications or work experience I have already received?

In some cases, we may be able to wave some prerequisite course and career track requirements based on demonstrated previous work experience or already attained licenses or certifications.

Training Plan Terms and Conditions

Description

The Fund's Training Plan is a joint labor/management employee benefit plan, supported by employer contributions negotiated between SEIU Local 1, BOMA/Chicago, and other contributing employers. You do not pay anything to take courses under the Plan's Training Program. Necessary books and other required course-related materials are provided, without charge, to participants who are enrolled and attending the class. However, if you lose a course book, you must pay for a replacement. You are also fully responsible for the cost of obtaining certifications from third parties.

The Fund's Board of Trustees is the Plan Sponsor. Benefits through the Training Plan are not vested. The Board decides which courses to offer, as well as when and where they are offered, and reserves the right to change course offerings and schedules at any time, based on the Board's determination of participants' and employers' needs.

When You are No Longer Eligible

You are no longer eligible to register for a course through the Training Program when you lose eligibility for coverage from the Health Trust. If you lose eligibility before the first day of a course, you will no longer be eligible to attend that course.

In addition, the Board reserves the right, at its sole discretion, to terminate eligibility if your employer becomes seriously delinquent in its contributions to the Fund.

If you lose your eligibility while you are taking a Plan course, you may complete that course. If you are participating in a multi-trimester course and you lose eligibility, you may complete the course. However, once you lose eligibility, you may not enroll in any new courses. You will be able to finish a class if you were eligible on the first day of enrollment for that class.

Taking a Course

You can find out which courses are available to you by contacting the Fund Office for an updated course schedule.

Please note that you must satisfy certain prerequisites before you can attend certain courses. For example, some courses require that you pass one or more introductory courses before enrolling, and some courses require a minimum math or reading comprehension level. For a complete list, refer to the Training Program schedule, which the Plan publishes and distributes to eligible participants once a year.

This schedule provides information on:

- registration times and locations
- course content, schedules, locations and prerequisites, and
- Career Track information, course requirements and choices of electives.

Reading and/or Math Test

If the course you wish to take requires a high school diploma from an English-speaking country or a passing grade on the High School Equivalency Test and you do not have either, you can take a standardized reading and/or math test. Since we want you to succeed at every course you take, we require you to demonstrate that you will be able to handle the required coursework by scoring a certain grade on the reading and/or math test in English. Refer to the latest catalog to see which courses require these tests.

Attendance

In order to take full advantage of the Plan, you must consistently attend your selected course(s). In addition, since there is a tremendous demand for the seats available, the Training Fund needs to ensure that there are no empty seats. Therefore, you may be dropped from the course if you:

- do not attend your course's first session;
- have two consecutive absences; or
- miss more than 20% of the classes scheduled.

Training Program Locations

Many training courses are offered at multiple locations throughout the Chicagoland area. For a current list of program locations, please refer to the latest catalog.

Legal Services Plan

Legal Services Plan – FAQs

1. How does the Legal Services Plan Work?

The Legal Services Plan provides eligible members with free or discounted access to limited legal services. You can contact the Fund Office to confirm your eligibility for this benefit and to be connected with a legal service provider (a “Provider”) who may be able to assist you with one of the listed legal services. After an initial consultation with the legal service provider, they will determine if you have a legal case and if they can represent you; you will be able to determine if you accept their services. If you both agree, an attorney-client relationship will be established.

2. How much do the legal services cost?

The fees for Legal Services provided through the Plan will be paid by the Plan. In general, you will be responsible for any additional costs or fees. In other words, the Plan will pay for the attorney’s time, but you will have to pay any additional costs. For naturalizations only, the Plan will pay the cost of the naturalization application, but you must pay the cost of the Legal Consultation (generally between \$25 and \$50).

3. How do I get in touch with an attorney?

Contact the Fund Office to confirm eligibility and to be connected with a legal service provider.

4. Can my dependents use these benefits?

Both you and your spouse/civil partner may access the provided legal services. In addition, your unmarried dependent child under the age of 21 may utilize immigration legal services.

6. What legal services are provided?

The Plan covers limited Immigration, Real Estate, and Estate Planning matters at this time. From time to time, the Plan will also offer general legal information sessions.

Legal Services Plan Terms and Conditions

Description

The Legal Services Plan is a benefit Plan established to pay certain legal costs incurred by eligible members. The Board of Trustees is the Plan Sponsor. The Board decides which benefits are covered, as well as all limits on legal services provided.

The Legal Services Plan does not directly provide legal services to its participants, and does not make any representations about the outcomes in any legal matter. Neither the Plan nor its Trustees are responsible for any adverse decision in any legal matter.

Benefits under the Plan are not vested and may be terminated by the Trustees at any time, including during the course of an ongoing representation.

The Plan will not pay, and will not be responsible for, any attorney’s fees, services or litigation expenses that have not been approved, in advance and in writing, by the Plan.

When You are No Longer Eligible

You are no longer eligible to commence legal representation when you no longer meet the eligibility requirements above.

In addition, the Board reserves the right, at its sole discretion, to terminate eligibility if your employer becomes seriously delinquent in its contributions to the Fund.

If you lose your eligibility during an ongoing representation, you must conclude that representation within sixty days of the day you lose eligibility. Any services approved while you were eligible will be paid for sixty days after the date you lose coverage, and any additional services will no longer be covered.

Covered Services

The Plan currently covers the following Legal Services. **Services will only be covered when referred through the Fund Office.** The Legal Plan will cover the costs of the attorney’s fees, but you will be responsible for any court or filing costs, or any additional related fees, except for naturalization.

1. Consultations for immigration, real estate and estate planning matters
2. Immigration
 - a. Naturalization (Citizenship): Simple Legal Consultation and Application; you will be responsible for the initial appointment fee, usually between \$25 and \$50. The Plan will pay the naturalization application fee.
 - b. Services provided at the Immigration Information Desk.
3. Real Estate Closings for primary residence.
4. Estate Planning
 - a. Wills
 - b. Power of Attorney
 - c. Transfer on Death Instrument
 - d. Health care proxies and/or directive.

Exclusions

Any costs for legal services not explicitly included in the list of Covered Services, above, and confirmed by the Fund Office, are excluded from coverage. The list of excluded services includes, but is not limited to:

- Any proceedings against any other employer or labor organization in any matter arising under the National Labor Relations Act or the Labor Management Relations Act,
- Issues or matters pending in which counsel has already been retained and provided services,

- Preparation of federal or state tax returns,
- Bankruptcy,
- Class actions in any matter or proceeding,
- Any patent or copyright matter,
- Any criminal proceedings,
- Matters that cannot be litigated or otherwise processed within the jurisdiction covered by the Plan,
- Any matter which, in the opinion of the Provider, is without merit, frivolous, specious or capricious,
- Unemployment and workers' compensation cases,
- Any case involving, but not limited to, personal injury, property damage, collections or any matter that can be taken on a contingency basis,
- Immigrant travel documents and non immigrant visas,
- Replacement of lost immigration documents,
- Employment-based immigration applications,
- Appeals / appellate matters.

Also, the Plan will not cover the costs of any legal action where any of the following are party to the matter:

- Any Employer who is party to Collective Bargaining Agreement with SEIU or an officer or agent of such Employer,
- Any employer, agent, administrator, or officer of SEIU,
- Any multiemployer health, welfare, pension, or other employee benefit plan.

Attorney Referral Services

There are numerous areas where the Fund cannot provide you with a lawyer paid for by the Fund. These areas are outlined above.

Even in a matter where the Fund may not be able to provide you with a lawyer paid for by the Fund, you may be given names of lawyers who may be able to assist you, provided there is no conflict with the union, the Fund, or the employer.

Confidentiality

Anything you say to your lawyer will be confidential. Neither your union nor your employer will be told anything about your conversations with your lawyer. However, the Fund may need to exchange information about your case with Legal Services Providers regarding eligibility for benefits.

Why a Fund Lawyer May Be Unable To Represent You

Lawyers are governed by a Code of Professional Conduct that states that they cannot represent clients who make unreasonable demands or are uncooperative. Unreasonable demands include, but are not limited to, requests for representation before a court or agency when, in the judgment

of the Fund, to participate would be tantamount to a frivolous or legally improper action or defense. Cooperation includes, but is not limited to, providing a lawyer with documents required by law or court rules for your case. If you persist in making unreasonable demands or in being uncooperative, or do not provide necessary documentation (e.g., tax returns, bank statements, documenting evidence, etc.), the Fund Lawyer may, at the discretion of the Fund, withdraw from the case. If you disagree with the decision to withdraw, you may file an appeal to the Trustees.

General Information

Employer Contributions

The Training and Legal Fund receives contributions in accordance with collective bargaining agreements between BOMA/Chicago, or various independent employers, and SEIU Local 1. These collective bargaining agreements provide that employers contribute to the Training and Legal Fund on behalf of each covered employee. Certain employers that are parties to such collective bargaining agreements also participate in the Training and Legal Services Fund on behalf of non-collectively bargained employees, if approved by the Board, by signing a participation agreement. Certain other employers participate in the Training Fund on behalf of their employees by signing a participation agreement.

The Fund Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Training Fund on behalf of participants working under a collective bargaining agreement or a participation agreement.

Compliance with Federal Law

The Plans are governed by regulations and rulings of the Internal Revenue Service, the Department of Labor, and current tax law. The Plans will always be construed to comply with these regulations, rulings, and laws. Generally, Federal law takes precedence over state law.

Plan Amendment or Termination

The Board intends to continue the Plans indefinitely but reserves the right to terminate one or both at its sole discretion. Upon a full termination of one or both Plans, Plan assets will be allocated to provide benefits in accordance with the applicable provisions of the Trust Agreement and Federal law. Keep in mind that the benefits provided under the Plans are not vested. Therefore, at any time the Board can end or amend benefits, in its sole and absolute discretion.

Plan Administration

Each Plan is what the law calls a “health and welfare” benefits program. Benefits are provided from the Plan assets. Those assets are accumulated under the provisions of the Trust Agreement and are held in a Trust Fund for the purpose of providing benefits to covered participants and dependents and defraying reasonable administrative expenses.

The Plans are administered by the Board of Trustees. The Board governs the Plans in accordance with an Agreement and Declaration of Trust. The Board and/or its duly authorized designee(s) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the Plans, and to decide all matters arising in connection with the operation or administration of the Plans established under the Trust. Their interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plans. If a decision of the Trustees is challenged in court, it is the intention of the parties that such decision is to be upheld unless it is determined to be arbitrary or capricious.

Without limiting the generality of the foregoing, the Board and/or its duly authorized designees, shall have the sole and absolute discretionary authority to:

- take all actions and make all decisions with respect to the eligibility for, and the amount of benefits payable under the Plans,
- formulate, interpret, and apply rules, regulations, and policies necessary to administer the Plans in accordance with the terms of the Plans,
- decide questions, including legal or factual questions, relating to the calculation of benefits under the Plans,
- resolve and/or clarify any ambiguities, inconsistencies, and omissions arising under the Plans, as described in this SPD, and the Trust Agreement or other Plan documents,
- process and approve or deny benefit claims and rule on any benefit exclusions, and
- determine the standard of proof required in any case.

All determinations and interpretations made by the Board and/or its duly authorized designees shall be final and binding upon all participants, eligible dependents, beneficiaries, and any other individuals claiming benefits under the Plans.

The Board has delegated certain administrative and operational functions to the Fund Office staff.

Statement of Rights Under the Employee Retirement Income Security Act of 1974, as Amended

As a participant in the SEIU 1 and BOMA/Chicago Training and Legal Fund, 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:

- Examine, without charge, at the Fund Office, all documents governing the Plan, including collective bargaining agreements, participation agreements, and 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 Employee Benefits Security Administration (“EBSA”).
- Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including collective bargaining agreements, participation agreements, the latest annual report (“Form 5500 series”), and an updated SPD. The Fund may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Board is required by law to furnish each participant with a copy of this summary annual report.

Prudent Action 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 welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 administrator 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 administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court after you have exhausted the Plan's appeals process. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. You may not file a lawsuit until you have followed the appeal procedures. 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 Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of EBSA, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration (EBSA)
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, DC 20210-0002

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA or by visiting the Department of Labor's website: www.dol.gov, or call their toll-free number at 1-866-444-3272.

Claims and Appeals

Approval and Denial of Claims

If your claim for a benefit from either the Training of Legal Plan is denied, in whole or in part, you will get a written notice of the denial within 90 days. Special circumstances may require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision, within the initial 90-day period. The notice will describe the specific reason or

reasons for the denial, the Plan provisions on which the denial is based, any additional information or material that you might need to provide in order to support your application and an explanation of why it is necessary, and the Plan's review procedures.

Appealing Denied Claims

If your claim is denied, in whole or in part, you may appeal in writing to the Board of Trustees' Appeals Committee within 180 days from the date of the denial notice.

Appeals to the Board of Trustees must be mailed to:

Appeals Committee
SEIU 1 and BOMA/Chicago Training and Legal Fund
200 East Randolph Street, Suite 1500
Chicago, IL 60601

Your appeal should state clearly the reasons for your appeal and should include any additional documents, records or other evidence that you believe should be considered in connection with your appeal. You must file an appeal before you can file any kind of legal action to review the denial of benefits. The Appeals Committee will consider your appeal and give you its decision after reviewing all necessary and pertinent evidence. You (or your authorized representative) may submit written comments, documents, records, and other information relating to the claim in support of your appeal. In considering your appeal, the Appeals Committee will review all information that you submit, even if it was not submitted or considered in the initial benefit determination. In addition, upon your written request, the Fund will provide you (or your authorized representative) with access to, or copies of, all documents, records and other information relevant to your claim. The Appeals Committee will make its decision on your appeal at the next regularly scheduled meeting of the Appeals Committee following the receipt of your appeal. However, if your request is received less than 30 days before the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your request. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your request for review may be necessary. You will be advised in writing in advance if this extension will be necessary. Once a decision on your review of your claims has been reached, you will be notified of the decision as soon as possible, but no later than five days after the decision has been reached.

Appeal Decision Notice

If your claim is denied on appeal, in whole or in part, the notice will state the specific reason or reasons for the decision, the Plan provisions on which the decision is based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim. The notice will also state that you have a right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") to review the adverse decision on appeal.

Further Action

All decisions on appeal will be final and binding on all parties, subject only to your right to bring a civil action under Section 502(a) of ERISA. No individual may file a lawsuit until these procedures have been exhausted. In addition, no lawsuit may be started more than three years after the date on which the applicable appeal was denied. If there is no decision on appeal, no lawsuit may be started more than three years after the time when the Appeals Committee should have decided the appeal.

If you have any questions about the appeals process, please contact the Fund Office. For questions about your appeal rights or for assistance, you can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.askebsa.dol.gov.

Plan Facts

This Summary Plan Description is the formal plan document for the SEIU 1 and BOMA/Chicago Training Plan.

Plan Name: SEIU 1 and BOMA/Chicago Training Plan
Employer Identification Number: 33-2011260
Plan Number: 501
Plan Year: October 1–September 31
Type of Plan: Welfare Plan

This Summary Plan Description is also the formal plan document for the SEIU 1 and BOMA/Chicago Legal Services Plan.

Plan Name: SEIU 1 and BOMA/Chicago Legal Services Plan
Employer Identification Number: 33-2011260
Plan Number: 502
Plan Year: October 1–September 30
Type of Plan: Welfare Plan

Funding of Benefits and Type of Administration

All contributions to the Trust Fund are made by contributing employers under the Plans in accordance with their written agreements. The Training Fund is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and may receive tax-deductible contributions from individuals and businesses that do not have employees whom SEIU 1 represents or seeks to represent. It may also occasionally receive grants from nonprofit and government organizations for use in training programs. Benefits are administered by the Fund Office staff.

Plan Sponsor and Administrator

The Plans are administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees. The office of the Board may be contacted at:

Board of Trustees
SEIU 1 and BOMA/Chicago Training and Legal Fund
200 East Randolph Street, Suite 1500
Chicago, IL 60601

Participating Employers

The Fund Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Fund on behalf of employees working under a written agreement, as well as the address of such employer. Additionally, a complete list of employers and unions sponsoring the Plans may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.

Fund Office Contact Information

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200 East Randolph Street, Suite 1500
Chicago, IL 60601
seiu1benfunds.org
(312) 233-8794

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Agent for Service of Legal Process

The Board has been designated as the agent for the service of legal process. Legal process may be served at the Fund Office or on the individual Trustees.

NOTES

